TERMS AND CONDITIONS
RESIDENTIAL LETTINGS AND MANAGEMENT

Part 1- Services and fees

1.Let Only; Our fee for Let Only instruction is equivalent to four (4) weeks' rent plus VAT where we act as sole agent; or five (5) weeks' rent plus VAT where we act on a multi-agency basis. This fee is calculated based on the agreed rental value and will vary accordingly.
(If the weekly rental is £300 you will pay a fee of £1,440 inclusive of VAT if sole agency, if not £1,800 inclusive of VAT. Should the agreed rental be higher or lower than the example price, our fee will be correspondingly higher or lower)

2.Management Services

2.1 Value Managed Service; Our management fee is 12% of rent reserved (inclusive of VAT
This service includes rent guarantee insurance (RGI) for the first 6 months (subject to eligibility criteria), we will do 1 inspection a year.
(If the monthly rental is £1,000 you will pay a fee of £120 pcm inclusive of VAT. Should the agreed rental be higher or lower than the example price, our fee will be correspondingly higher or lower)

2.2 Premium Management Service; Our management fee is 14% of rent reserved (inclusive of VAT)
This service includes rent guarantee insurance (RGI) for the first 12 months (subject to eligibility criteria), we will do 2 inspections a year
(If the monthly rental is £1,000 you will pay a fee of £140 pcm inclusive of VAT. Should the agreed rental be higher or lower than the example price, our fee will be correspondingly higher or lower)

2.3 Premium Plus- Rent on Time- Service
Under the Premium Plus service Homefinders agrees to pay the Landlord a guaranteed monthly rent on time, subject to the terms of this agreement and provided the tenant remains in occupation. This service includes regular property inspections (3 a year), access to our handyman unlimited number of times but 2hrs at a time (see 4.4.5), and any large expenses can be paid in instalments, if the tenant needs to be evicted, eviction costs are also included, you will receive the rent until vacant possession. We will pay 18% below the rent achieved.

Part 2 – Overview of Our Fees (Updated for the Renters' Rights Bill)

2.1 When Our Fees Become Payable
Our fees become payable once a tenant introduced by Homefinders enters into occupation of the Property or any other property owned by the landlord, regardless of whether Homefinders negotiated the final agreement.
Our management fee is charged monthly as a percentage of the rent collected.
This fee remains payable for the duration of the tenant's occupation, including any continuation, renewal, or statutory periodic tenancy.
Our management fee includes Letting fee.

2.2 Let Only Fee (Service 1)
For Let Only instructions, our fixed Let only fee is deducted from the first month's rent and deposit. With the Renters Act, we cannot demand the rent and the deposit before both sides sign the tenancy agreement, in a case where tenants decides not to pay the first month's rent and the deposit but have the keys, you will have to agree to pay our fees within 7 days of tenant moving into the property. If you do not want this happening, you should go for value managed as our RGI will cover even the first month's rent.
This fee covers marketing, viewings, referencing, compliance checks, tenancy creation, and move in administration.

2.3 Management Services (Service 2.1 and 2.2)
We reserve the right to charge our letting costs if tenants leave within 6 months of tenancy.

2.4 Premium Plus (Service 2.3 – Rent on Time)
Under Premium Plus, Homefinders pays you the agreed guaranteed rent each month.
This continues for as long as the tenant remains in occupation.

2.5 Cancellation Fee (Management Services)
Our minimum fee for managed services is£1,400 (inc VAT). So if tenant of managed services leaves after few months and you elect not to re-let the property with us then you must top up our fees to this figure and it will be due within 7 days of tenant leaving or you deciding not to use our services.
If Homefinders' management is cancelled or ends for any reason while the tenant remains in occupation, we will charge the equivalent of our Let Only fee.
This fee must be paid within 14 days of the landlord terminating management services.

2.6 Premium Plus (Service 2.3)
If cancelled before the tenant vacates, the difference between the rent paid by the tenant and the guaranteed rent paid to the landlord becomes immediately payable for the entire period the tenant remains in occupation.

As all tenancies are periodic, we will charge for a full year and refund any unused portion pro-rata if the tenancy ends earlier.

2.7 Cancellation of Inclusive Services and Offers

If management is cancelled, all discounted or free services provided under Services 2.1, 2.2 and 2.3 become payable at their full standard cost at the time of cancellation as well as, if tenant is in arrears, you will have to pay us the rent in arrears back.

A full schedule of charges is attached at the end of this agreement.

2.8 Aborted Tenancies

If you withdraw from a proposed tenancy after terms have been agreed and a holding deposit has been taken, an administration fee of £780 (incl. VAT) becomes immediately payable, along with the cost of any works or third-party expenses incurred on your behalf.

2.9 Sole Agency (Let Only)

If Homefinders is appointed as sole agent and you instruct another agent during the sole agency period, our fees revert to the full standard Let Only charges.

2.10 Sale of the Property to a Tenant or Introduced Party

If a tenant, connected person, or anyone introduced by Homefinders purchases the Property, we will charge a sales commission of 1.25% + VAT of the agreed sale price.

2.11 Title Transfer

If you sell, gift, or transfer the title (or any share of it) during the tenancy to any party—including family members—you remain liable for our commission fees.

Your liability ends only when the new owner signs Homefinders' Terms of Business agreeing to the same fee structure.

2.12 Holding Deposit

Where a holding deposit is received in respect of a proposed tenancy, it shall be dealt with in accordance with the Tenant Fees Act 2019. If the Tenant withdraws from the proposed tenancy, provides false or misleading information, or fails to take reasonable steps to enter into the tenancy within the agreed timeframe, the holding deposit may be retained by the Agent in accordance with the legislation. In all other cases, the holding deposit shall be refunded or applied towards the tenancy as required by law.

2.13 Interest on Unpaid Fees

Interest shall be charged on any overdue sums at a rate of 3% above the Bank of England base rate, calculated daily from the due date until payment is made.

Part 3. Landlord Compliance Obligations

The Landlord is responsible for ensuring that the Property complies with all applicable statutory safety and regulatory requirements before marketing and throughout the tenancy. By instructing the Agent, the Landlord agrees to provide valid evidence of compliance or, where authorised, permits the Agent to arrange the required checks on their behalf, the cost of which will be recoverable from the Landlord. The Agent will take reasonable steps to assist the Landlord in maintaining compliance throughout the tenancy.

3.1. Energy Performance Certificate (EPC)

The Property must hold a valid EPC with a minimum rating of Band E before it can be marketed or let.

Properties rated F or G cannot legally be let unless a valid exemption is registered.

Government policy requires all rental properties to meet EPC Band C by 1 October 2030.

If a compliant EPC is not provided prior to marketing, Homefinders may obtain one and recover the cost from the Landlord.

3.2 Electrical Installation Condition Report (EICR)

A valid EICR, renewed at least every five years, is required by law.

Any "unsatisfactory" findings (C1, C2, or FI codes) must be remedied before the tenancy begins.

If no valid EICR is provided, Homefinders will arrange one and recover the cost.

3.3. Gas Safety Certificate (CP12)

A valid Gas Safety Certificate must be provided annually and before the tenancy start date.

If a certificate is not supplied at least three days before the tenancy start, Homefinders will arrange the inspection and recover the cost from the Landlord.

3.4. Smoke and Carbon Monoxide Alarms

A smoke alarm must be installed on every storey of the Property.

A carbon monoxide alarm must be installed in every room containing a solid fuel or gas burning appliance.

Alarms must be tested and confirmed operational on the tenancy start date.

Homefinders may install or replace alarms where required and recover the cost.

3.5. Portable Appliance Testing (PAT)

All electrical appliances supplied by the Landlord must be safe and fit for use.

While PAT testing is not currently a statutory requirement in England and Wales, it is the recognised method of demonstrating compliance.

Homefinders may arrange PAT testing where necessary and recover the cost.

3.6. Legionella Risk Management

The Landlord must ensure the water system is safe and free from Legionella risk.

A formal risk assessment is recommended and may be required by insurers.

Homefinders may arrange an assessment if needed and recover the cost.

3.7. Furniture and Furnishings (Fire Safety)

Any furniture supplied must comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.

Items without appropriate fire safety labels must not be supplied.

3.8. Licensing (Where Applicable)

Where the Property requires a licence (including mandatory, additional, or selective licensing), the Landlord is responsible for obtaining and maintaining that licence. The Agent may assist with licence applications and renewals where instructed and recover the cost from the Landlord in accordance with the fee schedule.

New Requirements Under the Renters' Rights Bill

The Renters' Rights Bill introduces several new compliance duties for landlords. By instructing Homefinders, the Landlord agrees to meet these obligations as they come into force.

3.9. Private Rented Sector (PRS) Database

The Landlord acknowledges that, under the Renters' Rights Act, a national Private Rented Sector (PRS) Database will be introduced. Once operational, the Landlord will be required to register both themselves and the Property to lawfully let. The Agent may assist with registration and ongoing compliance where instructed and recover the cost of such services.

3.10. Property Condition Standards (Decent Homes Standard)
The Landlord acknowledges that legislation is evolving to introduce higher minimum standards for rental properties, including requirements relating to safety, repair, and habitability. The Landlord agrees to ensure that the Property meets all applicable legal standards, and to address any identified hazards within a reasonable timeframe. Where instructed, the Agent may arrange inspections or works, following consultation with the Landlord, and recover associated costs.

3.11. Ongoing Compliance
The Landlord is responsible for ensuring that all required certificates and compliance documents remain valid throughout the tenancy. The Agent will monitor key expiry dates and, where authorised, may arrange renewals on the Landlord's behalf. The Agent will notify the Landlord of any required actions; however, ultimate responsibility for compliance remains with the Landlord.

Landlord Pre-Instruction Requirements

To protect your tenancy, ensure regulatory compliance, and allow Homefinders to act on your behalf, the following documents, consents, and items must be provided before we begin marketing your property. These requirements sit alongside all statutory landlord compliance obligations.

3.12. Consent to Let
The landlord must confirm they have full legal authority to let the property. Where applicable, written consent must be obtained from:
The superior landlord or freeholder
The mortgage lender (unless the mortgage is a Buy to Let product)
Homefinders may request evidence of consent at any stage.

3.13. Proof of Ownership and Identity
To comply with anti money laundering and regulatory standards, the landlord must supply:
Individual landlords:
• Proof of ownership (e.g., Land Registry Title)
• Proof of identity (passport or driving licence)
• Proof of address (dated within 3 months)
Company landlords:
• Certificate of Incorporation
• Registered address documentation
• Proof of identity and address for all directors/beneficial owners
• Title Register confirming ownership (or purchase evidence)

3.14. Keys
The Landlord must provide at least two full working sets of keys prior to marketing. Additional sets must be provided for each adult tenant once the tenancy is agreed. Where additional keys are required, the Agent may arrange this and recharge the reasonable cost.

3.15. Buildings Insurance
The landlord must maintain valid Buildings Insurance for the duration of the tenancy and provide evidence before marketing.
This is a mandatory requirement for Rent Guarantee Insurance (RGI).

3.16. Professional Inventory and Schedule of Condition
A third-party independent inventory and check-in report is required.
This is essential for Rent Guarantee Insurance and required for deposit protection and dispute resolution.
Homefinders can arrange this and recover the cost.

3.17. Vacant Possession and Property Condition
Before marketing, the property must be:
• Clean, safe, and ready for occupation
• Free of personal belongings and noncompliant furniture
• Equipped with working appliances and, where possible, instruction manuals

3.18. Utilities and Council Tax
The landlord must ensure utilities are active and operational at the start of marketing.
Homefinders must be informed of:
• Smart meters
• Prepayment meters
• Any supply restrictions or known issues

3.19. Licensing and 24/7 Emergency Cover Requirements: Where a property licence or legal obligation requires the provision of 24/7 emergency cover, the Landlord acknowledges that such cover must always be in place. Unless the Landlord elects to opt out in writing, the Agent will provide emergency cover as part of the management service, subject to applicable charges. If the Landlord opts out, the Agent will notify tenants that the Landlord is responsible for handling emergencies directly. The Agent shall not be liable for any delay, damage, or loss arising from the Landlord's decision to opt out.

3.20. Inspections:
We use a combination of in-person inspections and AI-assisted remote inspections. Remote inspections are carried out via video with the tenants, and AI technology helps identify visible issues; however, all findings are reviewed and managed by a member of our team. One physical inspection per year is included. Any additional physical inspections requested or required will be chargeable. All other interim inspections will be conducted remotely using our AI-assisted process.

PART 4 - Descriptions of Services

4.1 Let Only Service

As part of the letting service, Homefinders will:

4.1.1 Carry out an initial inspection of the property and provide our opinion of: expected rental value; works, improvements and furnishing the property may require; any other pertinent matters.

4.1.2 Advertise the property as necessary or appropriate. Match the property to our existing and new applicants.
4.1.3 Arrange appointments for prospective tenants to view the property and accompany them on viewings.

4.1.4 Reference and credit check prospective tenants and forward the reports for your approval. We will only accept tenants with your consent.

4.1.5 Instruct properly qualified engineers to carry out gas and electrical safety checks, and EPCs. Either at your request, or where we have not received certification prior to the commencement of a tenancy, or the expiry of relevant application periods. The cost of arranging these works will be charged to you.

4.1.6 Prepare, execute, and complete the tenancy agreement together with appropriate legal notice
4.1.7 Collect the first month's rent and Deposit from the Tenant.

4.1.8 Instruct an inventory clerk to conduct an inventory and schedule of conditions of the property.
(If you want Homefinders to organise the inventory, prices for this service are on the last pages of this document)

4.1.9 Early termination of tenancy agreement; Our lettings fee applies even if the tenancy ends after 2 months. Our letting fee is not a percentage of the rent for certain period; it is one off fee even if tenancy only runs for 2-3 months.

4.1.10 Deposit; you must protect the deposit yourself.

Management Services:

4.2 Value Managed & Premium managed

in addition to the above.

4.2.2.1 Check in: Homefinders will arrange for a property manager to meet the tenants at the property and check them in.

4.2.3 Check Out: Homefinders will arrange for a professional inventory clerk to prepare a schedule of dilapidation at the end of the tenancy. We will then negotiate and agree dilapidation with yourself and the tenant as Stakeholder and make appropriate deductions from the Tenants Deposit once it is agreed.

4.2.4 Rent Collection: Demand and make reasonable efforts to the Rent from the Tenant, short of issuing court proceedings. While we cannot guarantee rental payments by tenant being on time **(Except with Premium Plus option where we will pay the rent regardless**), we will use our Credit Control procedure to attempt to recover any outstanding rent. Full details of our standard procedure is available on request from Homefinders at any time. If rent arrears occur and there is RGI offered by us free of charge or extended by yourself after the free period, we will make the claim, but you must wait until RGI pays the rent.

4.2.5 Rent Payments: Homefinders will transfer the rent, net of disbursements, directly to your nominated bank account.
Payments are made every Tuesday and Friday for rent collected and received as cleared funds. Payments should appear in your account shortly after transfer.
Statements are forwarded by email.

4.2.6 Housing Benefit: If your tenant becomes a benefit claimant, the local authority may choose to pay Homefinders directly. In some cases, a change in circumstances may arise that leads to the local authority requesting a refund of funds paid. While Homefinders will do everything possible to ensure that this does not happen, if it does, you agree to reimburse any benefits payments that we must pay back to the Council.

4.2.7 Tenancy Agreement: Homefinders will use its own standard tenancy agreement unless otherwise instructed. If you want to add any special clauses we will do so if instructed in writing but cannot be held liable if they are deemed to be unenforceable. Homefinders will be authorised to sign tenancy agreements and notices on behalf of the landlord.

4.2.8 Outgoings: We will, upon receiving a written request from you via email, pay your regular outgoings for the Property from the available funds held by us. These outgoings may include ground rent, service charges, water charges, and maintenance charges, but exclude mortgage payments, buildings insurance, and contents insurance (except where buildings or contents insurance is arranged through us). You must instruct the relevant authorities to forward all bills directly to us for payment. While we will use reasonable efforts to query any obvious discrepancies, you acknowledge that we are entitled to pay demands and accounts that appear to be in order without further investigation.

4.2.9 Safety Certificates: Homefinders will monitor the expiry dates of all required compliance documents for the Property, including Gas Safety Certificates, Electrical Safety Certificates, EPCs, and any additional statutory certifications. We will notify you in advance of any upcoming expiry. Prior to the expiry of the current certificates, Homefinders will arrange for the necessary inspections and the issuing of new certificates, and you agree to be responsible for the associated costs.

4.2.10 Court and Tribunal Appearances: we do charge for court attendance, please see our fee schedule at the end of this document. This fee applies to County Court proceedings, tribunals, solicitor meetings, and any other hearing with council departments or third-party organisations. For Premium Plus options there is no other charges for Court attendance.

4.2.11 Termination of agreement: This agreement may be terminated when: The tenant placed in the property by Homefinders vacates; or upon the provision of one month's written notice, at which point you agree to pay as detailed in clause 2.5 and 2.6 and and pay the full costs of any outstanding services or products included free as part of the management service

4.2.12 Change of tenancies: As all tenancies are periodic tenancies from the very start of the tenancy, if tenants move out within 12 months, we reserve the right to charge for the cost of remarketing and referencing at the time.

4.2.13 Maintenance:
If you wish to organise your own maintenance and repairs, you must notify Homefinders in writing via email. Please note that tenants will continue to report all issues directly to Homefinders through our reporting systems, as this is required for audit, compliance, and risk management purposes. Where you have elected to handle the works yourself, we will forward the reported issue to you; however, you are responsible for keeping a full written record of all communication with the tenant, arranging the works promptly, and informing us once the job has been completed. You acknowledge that choosing to manage your own repairs may carry additional risks, including delays, incomplete audit trails, or noncompliance with statutory repair obligations, and you agree that Homefinders will not be held liable for any such risks arising from landlord managed maintenance.

4.2.14 rent reviews: Under the Renters' Rights Act, new fixed term tenancy agreements will no longer be issued, and rent increases can only be carried out once per year by serving a valid Section 13 notice. This process requires Homefinders to prepare and supply appropriate comparable evidence to support the proposed increase and ensure the notice is legally compliant. Due to the additional work involved, a fee of £75 plus VAT will be charged for each rent review and Section 13 notice served. (For landlords on the Premium Plus service, rent review charges do not apply.)

4.2.15 Contractor payments: Our contractors must be paid within 30 days of issuing their invoice. If there are insufficient funds in your account with us to cover the invoice, you are required to transfer the full amount to Homefinders before the end of the fourth week from the invoice date so that payment can be made on time. You acknowledge that delays in transferring funds may result in late payment fee, and Homefinders will not be held liable for any consequences arising from insufficient funds being available.

4.2.16 Insurance Claims: If you would like Homefinders to handle a buildings insurance claim on your behalf, you must request this in writing via email. Upon receiving your written instruction, Homefinders will manage the claim process for you and liaise with the insurer as required. A fee of 20% of the total claim amount will be charged for this service.

4.2.17 Legal Proceedings: During any period in which your property is covered by Rent Guarantee Insurance (RGI), eviction proceedings and associated court applications required will be covered by the insurance provider at no additional cost to you, except if our attendance at court is required. Where no RGI policy is in place and legal action is required to evict a tenant for any reason, you may instruct our specialist solicitors, Ashley Taylor, to act on your behalf. In both scenarios, Homefinders will charge a fee if our attendance at court is required in addition to an admin charge to prepare paperwork for the solicitors, see the additional fees.

4.2.18 Out of Hour Covers: We cover properties 24/7 365 days for emergencies like uncontrollable leaks, total loss of power etc. By signing this agreement, you agree to our out of hour cover charges. If you wish to opt out, please inform us by email to management@homefinders.net.

4.2.19 Rent Guarantee and Legal Expenses*: *We provide rent guarantee and legal expenses cover free of charge for the first six months for Value Managed landlords, and for the first twelve months for Premium Managed landlords, subject to the tenant meeting the insurer's eligibility criteria. If a tenant does not qualify for rent guarantee insurance, Homefinders will not proceed with the tenancy unless you provide authorisation confirming that you wish to accept the tenant without RGI.*

Where you hold rent guarantee insurance through Homefinders, you must maintain a valid buy-to-let buildings insurance policy and ensure that a professional inventory and schedule of condition has been completed prior to the tenancy start date. Failure to meet these requirements will render the rent guarantee insurance invalid.

*Subject to separate terms and condition

4.2.20 Rent Guarantee Insurance Claims: If rent guarantee is taken and we must make a claim, we will make and manage the claim.

4.2.21 Repairs: Unless you have your own approved contractors, you must provide Homefinders with a minimum maintenance authorisation limit of £250. When a repair is reported, we will first assess whether the issue is your responsibility. If it is, we will instruct one of our contractors or subcontractors to attend. Where the cost of the work is expected to exceed the agreed limit, we will contact you for approval before proceeding.

For minor works, we will not obtain multiple quotes; these will be charged at an hourly rate or, where applicable, according to our fixed-price schedule (see the Additional Services Price List at the end of this document). When invoiced, you will receive before-and-after photos, timestamped attendance logs from our system, and confirmation of whether the tenant is satisfied with the outcome.

If an emergency repair threatens the habitability of the Property or risks further damage, and we are unable to reach you, we will instruct the necessary works to protect the Property and prevent loss of rent.

As all tenancies will now begin as periodic tenancies, it is essential that repairs are dealt with promptly to maintain tenant satisfaction and encourage longer tenancies.

Under the Renters' Rights Act, certain repairs must be completed within statutory timeframes. If we cannot reach you and the repair is time sensitive (for example, mould treatment), we will proceed with the work and deduct the cost from the rent to ensure compliance.

If repairs are not completed within a reasonable timeframe and the tenant seeks compensation, you will be responsible for any associated costs. In such circumstances, Homefinders reserves the right to terminate the Rent on Time (Premium Plus) service and revert your account to our standard Premium Management service.

4.2.22 Inspections: *Homefinders will conduct periodic inspections of the Property. Value Managed properties will receive one inspection per year, and Premium Managed properties will receive two. These inspections involve a non-expert, visual check for any obvious or apparent damage, defects, or issues identified through observation, AI-assisted analysis, or matters raised by the Tenants. These inspections do not constitute a professional survey and should not be relied upon as such. Homefinders accepts no liability for any damage or maintenance issues that are not identified during these inspections.*

(A sample inspection report can be provided on request).

4.3 Premium Plus - Rent on Time

In addition to services described above

4.3.1 Rent Payment: Homefinders will pay the Rent on Time, we pay landlords every Tuesday and Friday for the rents that are due in between these days, even if we have not received the rent.

Payments should appear in your account shortly after transfer.

4.3.2 Repairs and instalment payments: Under the Premium Plus service, if you refuse or fail to respond to legitimate repair requests, Homefinders reserves the right to either carry out the necessary works and charge you for the cost, or to terminate the Premium Plus agreement. Homefinders operates a maintenance priority system, and you are required to adhere to the repair timeframes and actions set out within it.

For larger repair costs, instalment plans may be offered at Homefinders' discretion. Up to three instalments may be provided free of charge. Where more than three instalments are required, a fee of 7% of the total cost of works will apply. Instalments must not be less than 25% of the monthly rent, and the repayment period must not exceed nine months.

4.3.3 Management Agreement not Tenancy Agreement: Any compensation claims made by the Tenant arising from repairs or maintenance issues that were not addressed within a reasonable timeframe will be your responsibility. This agreement does not create a tenancy between Homefinders and you; the tenancy agreement is strictly between you and the Tenant. Under the Premium Plus service, Homefinders agrees to pay the rent to you until the Tenant vacates the Property, even if the Tenant fails to pay. If Homefinders is required to serve notice to evict the Tenant and the Tenant raises a counterclaim for disrepair, this agreement will immediately terminate and revert to a value managed service. In such circumstances, any rent previously paid to you by Homefinders but owed by the Tenant will become immediately repayable to Homefinders.

4.3.4 Unpaid Rent: You authorise Homefinders to pursue any unpaid rent directly from the Tenant on your behalf. This authority is irrevocable while you are on the Premium Plus (Rent on Time) service, as Homefinders is guaranteeing the rent to you under that package.

4.3.5 Homefinders Homecare cover for boilers: You are required to maintain an active Homefinders Homecare boiler cover to ensure that any boiler related issues can be resolved within the statutory timeframes. This cover enables us to instruct approved engineers promptly and avoid delays that could affect habitability or compliance. You may also choose to add plumbing, drainage, and electrical cover to extend the level of protection provided

4.3.6 Inclusive Handyman Service: Free handyman hours apply from the moment our contractor arrives at the Property and include any time spent sourcing materials or parts following the initial inspection. By using this service, you agree to cover the cost of all materials and parts required to complete the works.
Where Homefinders' own handymen are used, any work completed within two hours will be free of charge, excluding the cost of materials. Any time exceeding two hours will be charged at the current applicable labour rates. This service provides labour only.
The Inclusive Handyman Service covers tasks that fall within the scope of general handyman work. It does not include any specialist or trade specific works such as plumbing, drainage, electrical, gas, heating, or any other regulated or skilled trade services.

4.3.7 Termination of agreement:
You may not terminate the Premium Plus management service while the Tenant remains in occupation of the Property. If this agreement is terminated by you or by Homefinders for any reason, you will be liable to repay the difference between the rent received from the Tenant and the rent paid to you by Homefinders up to the date the Tenant vacates the Property. You will also be responsible for reimbursing the cost of any free services provided under the Premium Plus package and if tenant owes any rent, but you are paid through our PP service, including but not limited to free handyman hours and rent guarantee insurance.

4.3.8 Force majeure: Homefinders shall not be liable for any delay, suspension, or failure to fulfil its obligations under the Premium Plus Management Service where such delay or failure is caused by events outside its reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to: acts of God, fire, flood, adverse weather, epidemic or pandemic, government restrictions or changes in law, war, civil unrest, industrial action, strikes, failure of utilities or essential services, or any event which materially prevents Homefinders from carrying out its obligations.
Where the occurrence of a Force Majeure Event affects Homefinders' ability to collect rent, manage the property, or enforce the tenancy, Homefinders reserves the right to **pause or suspend the Guaranteed Rent payments** for the duration of the Force Majeure Event. Homefinders will notify the Landlord as soon as reasonably practical and will resume normal service once the Force Majeure Event has ceased.
We will only declare Force Majeure, if our insurance (who our rent guarantee policies are backed by) does first.
A Force Majeure Event shall not entitle the Landlord to terminate the agreement unless such event continues for a period exceeding **60 days** and materially affects the continuation of services.

PART 5 General Information

5.1 Tenancy Agreements: Unless we receive written instructions to the contrary, we will use our standard form of Tenancy Agreement. Draft copies are available on request for inspection by you and your building society or solicitor.

5.2 Instruction of Solicitors: You will be advised of any rent arrears or breach of the tenancy, which come to our attention. However, if it is necessary for a solicitor to act, you will be responsible for instruction of your own solicitor and for all fees involved. You are welcomed to use our solicitor who is specialised in landlord tenant disputes.

5.3 Overseas Landlords and Tax: If you are a resident overseas or taxed as such, we require you to complete Inland Revenue form NRL1 - "Application to Receive U.K. Rental with No Tax Deducted". Form to apply is available online from:
http://www.hmrc.gov.uk/cnr/nrl1.pdf our agent reference number is NA25812 (if you are registering online just add 0 after NA). We will be legally obliged to deduct 20% of the net rental income and forward this to the Inland Revenue until such time as your exemption is granted, or if it is refused, indefinitely. You agree to indemnify Homefinders against all payment of tax, interest thereon and penalties levied in connection with your tax affairs. Please see fees page for information on overseas tax fees.

5.4 Interest: No interest will accrue for your benefit on deposits, retention, tax reserves, rents or any other sum held by us on your behalf.

5.5 Indemnity: You agree to indemnify us against all costs, claims and expenses properly incurred by us on your behalf.

5.6 Voids: Our management service does not include provision of any services or supervision of the property when it is void, either through the termination of a tenancy, or the tenant's abandonment of the property.

5.7 Multi property landlords: With multi property landlords unless a new terms and condition is signed it will be assumed that all the properties have the same management option with the same fees.

5.8 The Property Ombudsman and Complaints: We are members of The Property Ombudsman scheme, and we subscribe to the CODE OF Practice for Residential estate Agents. The Code of Practice for Residential Estate Agents is available to you on request. We operate and maintain an in-house complaint procedure which is available for inspection at our offices. Alternatively, if you would like a copy of our written complaints' procedure, please request this in writing. More information about The Property Ombudsman can be obtained from www.tpos.co.uk.

5.9 Customer Cancellation Rights: *If this contract is signed away from our office, you have the right to cancel it within fourteen days from the date the contract is signed. Any cancellation must Be made **in writing** and delivered to Homefinders either in person or by electronic mail. Written cancellations should be sent to:* info@homefinders.net .

5.10 Changes to terms and condition: Homefinders reserves the Right to make reasonable changes to these Terms and Conditions where necessary to reflect current operational practices, comply with changes in legislation, or address regulatory or industry requirements. Any such changes will take effect once notified to you in writing.

Part 6 Legal definitions

Because these terms of business are a legal contract, some words have a particular or 'extended' meaning.
We've explained what those specific meanings are here.

6.1 'connected person'.
This includes any:
• guarantor (including proposed or former guarantors) of the tenant
• subsidiary company of the tenant, as defined in section 838 of the Income and Corporation Taxes Act 1988 (ICTA 1988)
• holding company of the tenant, as defined in section 838 of ICTA 1988
• person who lived at the property during the tenancy, including people who were only licensees of the tenant.

6.2 'deposit'
A payment made by the tenant, which we hold for the length of the tenancy, as per the tenancy agreement. We keep it as security against any damage the tenant causes to the property, and any rent arrears.

6.2.1
If the tenancy is an Assured Periodic Tenancy (APT) , there are rules for deposit we can take. The tenant will pay the equivalent of five weeks' rent unless the annual rent is £50,000 per year or over when we'll ask for the equivalent of six weeks' rent.

6.2.2
If the tenancy is a Non-Housing Act tenancy, we'll ask the tenant for the equivalent of six weeks rent,

6.3 'holding deposit'.
The Tenant Fee Act 2019 makes changes to how we must deal with any tenancy offers. Where the tenancy is an Assured Periodic Tenancy (APT) once you accept an applicant's offer on your property, we'll ask them for an advance payment which is to show their commitment. This will be the equivalent to a maximum payment of one weeks rent.
Once the holding deposit is received the property should be taken off the market (unless otherwise agreed) and you, the tenant and any guarantor have until the tenancy start date to sign the tenancy agreement. If agreed in writing by both parties, this period can be reduced. We will call this period the 'holding period'.

6.4 'fit and proper person'
A person who has not:
• committed any offence involving fraud or dishonesty, violence, drugs, or sexual offence (this includes unspent convictions)
• practised any unlawful discrimination or broken any law or regulation relating to housing, landlord or tenant law
• done anything that has led to a property they own or manage being made subject to a control or management order, or enforcement action (including works carried out in his/her default by the local authority)
• ever been refused a licence or had a licence revoked for breach of any conditions of a licence granted under Part 2 or Part 3 of the Housing Act 2004 for any property.

6.5 'landlord', 'you' or 'your'
The owner, person, firm, or company (including a limited liability partnership) instructing us to let the property. That's the same person or people who sign this agreement as landlord on the instruction form.

6.6 'non-resident landlord' (NRL)
A landlord who's resident outside the UK for tax purposes.

6.7 'property' or 'premises'
The houses or buildings together with any land and outbuildings you list on the instruction form for letting. If we let or agree to let any other properties for you, they'll also fall under this definition.

6.8 "Rent" or "Rent Reserved"-
shall include all rents payable during the Tenancy and any sum taken as a Premium or consideration for the grant, extension, or renewal of it.

6.9 'stakeholder'
The landlord's agent, who holds any deposits as an independent third party. When you sign these terms, we become your agent and hold all deposits as the stakeholder.

6.10 'tenant'
The person, people, firms, companies, or any other entity you let the property to.

6.11 'we', 'our', 'us' or 'Homefinders'
Homefinders is the trading name for Sun Estate Property Management Ltd and includes any successors and assigns.

6.12 "The Tenant"-
Any Tenant or Tenants of the Property from time to time introduced by Homefinders or if the Tenant is more than one person then this expression shall be read and construed accordingly and will include any person who was within this definition who remains in occupation of the Property and if appropriate any employee of the Tenant or any person residing in or occupying the Property as licensee of the Tenant.

6.13 "Tenancy"-
The entire period that the Tenant remains in occupation of the Property including the Initial Letting Period and any extension, period of holding over, or new tenancy.

6.17 "**Stakeholder**"
Means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

6.18 "Scheme"
Means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

6.19 "Statutory Time Limit"
Means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

6.20 "Working Day"
Means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

Part 7 – Information + Declaration

Service Required:

Service Required:

Property(ies) to be rented:
Landlord(s) full name:

Home address:

Tel (Mob): Email:

Bank details:

Account Name: S/C: Account Number:

Resident Status for tax purposes:
Please choose:

Resident ☐
Non-resident ☐

I/We agree and have read the terms and conditions for Lettings and Management and agree with the terms & conditions above. I would like the performance of this contract to begin before the expiry of the cooling off period. Thus, I understand that I have a fourteen-day period from the date of the contract in which I may cancel the contract. Therefore, if I subsequently exercise my right to cancel, I agree to pay the Agent's reasonable costs of providing services to me under this contract up to the point of cancellation.

Landlord Name: **Date:**

Signature:

Position in the company (if company owned):

By signing above, you explicitly consent to us processing the personal data you have included in this form in accordance with our Privacy Policy that is set out at the end of this document. We may from time to time send you details of our services that we feel may interest you, including details of promotional offers or details of off market investment properties by email. You may opt out of receiving such communications at any time. If you would like to receive such offers, please tick below:
By email ☐

Additional fees and our third-party Services price List*

You will find below some of the services and the costs. If you require any of the extra services please tick the relevant box, save and email back to us. Below are current prices at the time of this agreement and are subject to change, and valid charges at the time will always apply.

Our other charges

1. **Land registry check**……. £10.00
2. **Interest on unpaid fees** or other money….3% above BoE base rate per annum, calculated daily.
3. **Licence application** fee ………£360.00
   (Plus, whatever the Local Council charges, the above is our fee if we must make the application)
4. ** If we must **change any sharer** during a tenancy…. £150.00
5. **Overseas Landlords** we will charge extra £150.00 a year,
6. **** Additional property visits**…. £55.00
7. **** Court attendance**…£180.00 for half day
8. Any **works organised** by us over £1,000 we will charge 10%
9. ** Any **court application** done through our solicitors, and we must get the paperwork ready, we will charge £10% on the legal cost except if it is done through the RG insurance.
10. **In case of deposit dispute**, if it goes to TDS, we will charge…. £180.00
11. We will charge on **Insurance claim** we handle 20% of the claim plus VAT, with minimum charge of £200.00.
12. We do get a **referral fee** included in the price quoted from our contractors which range from 0 to 15% including VAT.
13. If instalment payments for contractors' works are more than 3 months, we will charge 7% of the total amount.
14. Section 13 notices will be charged at £90

- All prices above are inclusive of VAT.

** Included in the Premium Plus management option

Third Party Charges

Inventory and schedule of conditions:

Under the Tenancy Deposit Scheme, deduction for damages at the end of a tenancy must be supported by a full and comprehensive property inventory. If you have not had a professional inventory compiled before the start of the tenancy you may find it hard to make legitimate deposit deductions for damages or missing items.

Studio/1 bed	£170.00
2 bed	£210.00
3 bed	£230.00
4 bed	£250.00
5 bed	£275.00

Check out

1 BED	£150.00
2 BED	£180.00
3 BED	£200.00
4 BED	£220.00
5 BED	£250.00

Gas Safety Certificate:
This is compulsory and must be renewed every year. If you currently have a gas safety certificate, please forward it to us or If you want us to get one, it will **cost £72**. Once tenancy starts whenever it is due Homefinders will authorise our gas safe engineer to have a new one.

Gas Safety plus Boiler Servicing:
Servicing your boiler can reduce maintenance costs, extend its service life, and is usually a requirement of any warranty still in place. If you are taking emergency cover as part of management, you must service your boiler regularly otherwise it will invalidate the emergency cover. Together with gas safety it will **cost £144.**

Electrical Safety Inspection (NICEIC):
You must ensure that all electrical equipment provided and any wiring or plugs or sockets in the property are safe and properly serviced. It is compulsory from July 2020 to have a valid safety certificate. Although they are usually valid for 5 years depending on the condition, you could get it between 1 to 5 years. As per our terms and condition we will get it done when the current one expires. The cost is **£170**.

EPC (Energy Performance Certificate):
It is now legal requirement to have a valid EPC before property is advertised and a copy must be given to the tenants before the start of the tenancy. It is valid for 10 years. **Cost is £85**

Legionella risk assessment: We will obtain quote if needed.

Professional Cleaning

1 bed flat/hse	£180.00
2 bed	£204.00
3 bed	£240.00
4 bed	£288.00
5 bed	£325.00

Carpet Cleaning £50 per room

Rent Guarantee Insurance
We charge **2.5%** of the rent for rent guarantee insurance if the monthly rent is below £2,500. If the rent is above £2,500 pcm than it will be **3%** of the rent.

Maintenance and Refurbishment
We have a maintenance department with our own builders and handymen. W**e can either organise works by the hour** or for bigger jobs organise quotes or for simple standard jobs can offer you fixed price. Our hourly rates are **£80.00.**
***All prices quoted here are inclusive of VAT if there is VAT.**

Central heating, plumbing, electrical and drainage Cover
There are 2 levels we offer to our landlords (below).

What is covered with Homecare 200:
- Repairs to your gas boiler, controls, and central heating including radiators, pipework and hot water system
- £0 excess - Parts and labour with unlimited call-outs per year
- Accidental damage
- Replacing your boiler if it is less than 7 years old and cannot be repaired
- Costs up to £1,000 (Inc VAT) to gain access to your boiler, controls and central heating in order to make a repair and then make good

What is not covered:

- Removing sludge or scale or repairing the damage it causes if we tell you it might be a problem for your system or boiler
- Showers or taps or power flushes
- main heat exchanger and PCB

What is covered with Homecare 400:
As above:
- Repairs to the plumbing system in your home and outbuildings and the water supply pipe within the boundary of your property
- Unblocking and repairing your drains and waste pipes to restore flow.
- Repairs to the mains electrical system and wiring in your home and outbuildings
- Accidental damage

- Up to £1,000 to gain access and make good for each repair

What is not covered:

- Same as Homecare 200
- Shared drains
- Faults caused by someone else you used for repairs or design faults or incorrect installation
- Electrical appliances, cooker hoods or extractor fans

Homecare 200 cover is £259.96 pa, and Homecare 400 cover is £425 pa (These covers run per annum from the 16th of December)

Eviction charges

We use Ashley Taylor, specialist solicitors for all evictions. Their charges are:

S8 applications and manual claims	£700 + VAT + Court fee of £355 (inclusive of the first hearing only)
S21 applications excluding a hearing	£570 + VAT + Court fee of £355
Hearing fee for s21 claims	£150 + VAT
Service of Notices	£100 + VAT
Instructing Bailiff	£150 + VAT + Court fee of £130
Money Claim	£500 + VAT + Court fee

Homefinders charge 10% including VAT on top of the above prices for getting paperwork ready

Out of Hours Cover

From January 2024 onwards we will use Aspect for out of hour emergency works

We do give 24/7 cover for emergencies like uncontrollable water leak, total loss of electricity, blockage leading to sanitation issues, security (board up and gain access or lock issues). Out of hour emergencies do not happen that often but when it happens if it is not covered it may damage the property and may cost you more. You can opt out of this cover but then out of hour emergencies will not be covered. Some sample out of hour charges by Aspect is below. By signing our T&C you agree to these out of hour rates. You can opt out if you want but then we will not be able to give you out of hour cover.

Aspect Out of Hour Home Emergency Service Rate Card

Unless otherwise stated all rates exclude VAT and materials

Trade	Abortive fee*	Evening & weekend Mon to FrI 5pm-9pm Sat-Sun 7am-9pm per hour prices	Late Night Mon-Sun 9pm –7am per hour prices
Plumbing	£125	£125	£160
Electrical	£125	£125	£160
Locks	£110	£110	£140
Glazing (Boarding Up)	£110	£110	£140
Drainage	£135	£135	£175

Terms

*The abortive fee applies only when the applicable issue has not been resolved due to an inability to access either the applicable rental property or the specific area within the rental property where the issue is located.

If the issue cannot be resolved for any other reason, then the usual call out fee will still apply.

The rates are valid from 1 May 2026. Rates listed here are exclusive of VAT. Special rates may apply for public holidays.

- **ALL CHARGES ARE VALID AT THE TIME OF SIGNING OF THIS AGREEMENT AND MAY CHANGE.**

Information about deposit protection

Calendar day or **day** means any day of the year, including Saturdays, Sundays and bank holidays.
"Relevant Person" means person who paid the deposit or any part of it on behalf of a tenant.
"Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.
"Scheme" means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.
"Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

1.Assured Periodic Tenancy Deposits
1.1 Where a tenant pays a deposit in connection with a tenancy, the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
From 1 May 2026, under the Renters' Rights Act, tenancies in England are assured Periodic Tenancies (replacing Assured Shorthold Tenancies), and the tenancy deposit protection requirements continue to apply.
1.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit scheme, administered by:
The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Herts
HP2 7T

TDS Insured
Phone: 03000371001
Email: deposits@tenancydepositscheme.com
www.tenancydepositscheme.com

1.4 If we receive a deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.
1.5 If you do not wish us to protect the deposit on your behalf, you remain legally responsible for
protecting it in accordance with statutory requirements.
From 1 May 2026, landlords must comply with tenancy deposit protection legislation to rely on the statutory possession grounds available under the Housing Act 1988 (as amended).
A tenant or any Relevant Person may apply to the court for compensation of not less than the amount of the deposit and up to three times the deposit if the landlord (or someone acting on the landlord's behalf):

A. Fails to provide the Prescribed Information within the statutory time limit;
B. Fails to comply with the initial requirements of an authorised tenancy deposit scheme within the statutory time limit; or
C. States that the deposit has been protected when it has not been protected in accordance with the requirements of an authorised scheme.

1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection; we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.
1.7 The Scheme rules can be found on the website. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

a. Both landlord and tenant (and any Relevant Person) agree; or
b. The court orders us to do so; or
c. The Tenancy Deposit Scheme directs us to do so.

2. During the tenancy
2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business.)
2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.
2.3 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

When there is NO dispute about the deposit at the end of the tenancy
2.4 At the end of a tenancy we will liase with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance with your instructions.
2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.
2.6 Where the tenant does not respond to a proposal made for a deduction from the deposit, this will not infer a dispute.

3. Where there IS a dispute about the deposit at the end of the tenancy
3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
3.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within a reasonable period from the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Schemes direction, to send in the disputed money.
3.4 If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
3.5 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an Assured Periodic Tenancies.
3.6 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within the timescales provided by the Tenancy Deposit Scheme. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.
3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not contact the scheme to explicitly withdraw consent is deemed to consent to alternative dispute resolution. If the tenant (or all join tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.
3.8 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.
3.9 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 2 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).
3.10 If you order any work o be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

4. Consent to use your personal information
4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for those purposes of performing our obligations to you.
4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible

for the Scheme, may contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme,com).

5. Our duty to provide correct and complete information

5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6. Where the tenancy is not an Assured Periodic Tenancies

6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

6.2 If a dispute arises you, we or the tenant will contact the Scheme. Then:

A. The Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);

B. You, we and the tenants must consent in writing to the proposed method if we all want to proceed method if we all want to proceed (if we don't, the options are to negotiate or litigate);

C. The parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of deposit plus VAT, whichever is the larger amount.

6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

7. Where you instruct us that you do not want us to protect an Assured Periodic Tenancies deposit

7.1 If the deposit relates to an Assured Periodic Tenancy and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

7.2 By law, compliance with tenancy deposit protection requirements is a precondition to relying on the statutory grounds for possession under the Housing Act 1988 (as amended). You must have served the Prescribed information and complied with the initial requirements of an authorised tenancy deposit protection scheme before seeking possession.

If you have not complied with those requirements, you will be unable to rely on the statutory grounds for possession unless the deposit (or the agreed balance of it) has first been returned to the tenant, or any court proceedings relating to the return of the deposit have been concluded.

7.3 If you instruct us that you do not want us to protect an Assured Periodic Tenancy deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure if because we failed to send you the deposit within 20 days of receiving it.

8. Joint landlords

If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from join landlords to deal only deal with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve amount themselves if one or more of them have not complied with that agreement.

Homefinders privacy policy

Homefinders are committed to protecting your personal data and complying with the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations ("PECR"). This section explains how we collect, use, store, and protect your personal information.

1. Marketing communications

From time to time, we may send you information about our services that we believe may be of interest to you, including promotional offers such as reduced fees, off-market properties, or discounted maintenance services. These communications will be sent by email.

You may opt out of receiving marketing communications at any time. If you do not wish to receive such communications, please indicate this on the form or contact us using the details below.

Our lawful basis for sending marketing communications is legitimate interests, unless you opt out, in accordance with PECR.

2. Data we collect

We collect personal data that you provide to us directly, including information submitted on this form. We may also collect additional information necessary to provide our services, such as:

- Identification and verification documents
- Right-to-rent documentation
- Financial information for payment and accounting
- Tenancy-related correspondence
- Maintenance and repair records
- Compliance documentation required by law

We only collect the data that is necessary for the purposes set out in this policy.

3. How we use your personal data

3.1 Special category data (e.g., health information), we will process this only where necessary: To comply with a legal obligation, or with your explicit consent, where required under UK GDPR Art. 9.

3.2 Standard Personal Data

We use your personal data for the following purposes:

i. Registering you as a client
ii. Managing payments and accounting
iii. Collecting and recovering monies owed
iv. Managing our relationship with you
v. Sending you information about our services (unless you opt out)

Lawful bases:

- For purposes (i)-(iv): performance of a contract
- For purpose (iii): legitimate interests (recovering debts)
- For purpose (v): legitimate interests (developing our services), subject to your right to opt out

We do not share your personal data with third parties for their own marketing purposes.

4. Disclosure of your personal data

We may share your personal data with:

- IT and system administration service providers
- Professional advisers (lawyers, auditors, insurers, accountants).
- HMRC, local authorities, and regulatory bodies
- Contractors and suppliers engaged to carry out services on your behalf
- Third parties involved in a business sale, merger or restructuring

All third parties are required to process your data securely and in accordance with UK GDPR.

5. Data Security

We have implemented appropriate technical and organisational measures to prevent your personal data from being lost, used, accessed, altered, or disclosed unlawfully. Access if restricted to employees, contractors, and agents who have a legitimate business need to access it and who are bound by confidentiality obligations.

6. Data Retention

We retain your personal data only for as long as necessary to fulfil the purposes for which it was collected, including satisfying legal, accounting, and reporting obligations.

For example HMRC requires certain financial records to be retained for six years after you cease to be a client.

You may request deletion of your personal data in certain circumstances (see section 8).

7. Your rights

You have rights under UK GDPR, including:

- Right of access
- Right to rectification
- Right to erasure
- Right to restrict processing
- Right to data portability
- Right to object
- Rights relating to unauthorised decision-making

Subject Access Requests (SARs)

You may request details of the personal data we hold about you. We will respond within one month, unless the request is complex or numerous, in which case we may extend the deadline by up to two further months.

Requests should be sent to: Homefinders, 146 Kingsland High Street, London, E8 2NS or management@homefinders.net.

8. Keeping your data up to date

We are required to keep your personal data accurate. Please notify us promptly of any changes by contacting us using the details above. We may periodically contact you to confirm that our records remain accurate.

9. Complaints

If you are unhappy with how we handle your personal data, you may lodge a complaint with the Information Commissioner's Office (ICO): www.ico.org.uk. We would appreciate the opportunity to resolve your concerns before you contact the ICO.

Customer Cancellation Rights

You have the right to cancel this contract within seven days of the date of the contract.
If you wish to cancel the contract, you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to, but you do not have to.
(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

- -

Customer Cancellation Notice:

To:
Name of Agent: **Homefinders**
Address of Agent: 146 Kingsland High Street, E8 2NS
***Delete as appropriate**
Customer Contract Reference Number (if applicable):
I/We* hereby give notice that I/We* wish to cancel my/our* contract. ***Delete as appropriate**
From:
Name of Customer: …………………………………………………………………………………………
Address of Customer: ………………………………………………………………………………………..
……
Signed: …………………………………………… Date: ………......
Your cancellation notice takes effect on the day of posting.