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# Terms of Business (Residential Lettings)

Client Money Protection provided by:



Independent Redress:



## HUMBERSTONES HOMES LIMITED TERMS OF BUSINESS – SOLE SELLING RIGHTS

This Lettings Agency Agreement is made between the Landlord of the property as named at the end of this Agreement ('the Landlord') and Humberstones Homes Limited, Company Number 0875678, Registered Office: 10 Oak Street, Fakenham, Norfolk, NR21 9DY acting as agent for the Landlord and hereinafter referred to as 'the Agent'. Our accounting and business practices fully comply with The Property Ombudsman (TPO), Client Money Protection Scheme through Propertymark and the Deposit Protection Scheme (DPS). Humberstones Homes Limited is regulated by these bodies and abides by their respective Codes of Practice. This contract contains our Terms of Business that binds our contractual relationship. From time to time it may be necessary to vary our Terms of Business, and we will do so by advising you in writing of such changes, and the date at which such changes will become effective. We will not change the Terms of Business more often than six-monthly, unless such changes become necessary due to significant legislative changes through Parliament. The Terms of Business set out in this contract will apply to your current instructions and to any future instructions that you give us.

For the purposes of the different service levels provided the following abbreviations are used. Let Only (LO), Rent Collection (RC), Fully Managed (FM) & Premium Managed with rent protection (PM).

### (1) AGENT'S RESPONSIBILITIES

#### All Services – LO, FM, PM

- 1.1 As soon as the Landlord has instructed the Agent, upon signing this Agreement, the Agent will:
  - 1.1.1 Provide a rental valuation of the property (market appraisal) and offer advice as required; and
  - 1.1.2 Begin to market and advertise the property in such a way as the Agent considers fit in order to find a suitable tenant.
- 1.2 The Agent shall select prospective tenants. This will include:
  - 1.2.1 Conducting a credit reference search as appropriate; and
  - 1.2.2 Applying for employment/income reference; and
  - 1.2.3 Where applicable, obtaining references from previous landlords and their agents.
- 1.3 The Agent shall be entitled to deduct from any holding deposit that may be paid by a tenant of the Landlord's Property any fees or other monies properly due & payable by the said Tenant to the Agent. The Agent will also retain a prospective Tenant's Holding Deposit in the event that it is withheld for a legally permissible reason to cover costs incurred.
- 1.4 Within seven working days of the rent payment date and once the rent has been paid, the Agent will credit to the Landlord's nominated bank / building society account the total rent received from the tenant minus the Tenant Find fee agreed dependent on level of service as per Appendix (1):
  - 1.4.1 Commission or charges at the agreed rate referred to in Appendix (1) and/or listed in clauses 4 of this Agreement; and:
  - 1.4.2 Any management expenditure incurred by the Agent in accordance with Appendix (1) and/or listed in clauses 4 of this Agreement .
  - 1.4.3 The Agent will collect a security deposit for the property and ensure that this is dealt with in accordance with the tenancy deposit legislation unless otherwise instructed by the landlord within 2 days of the tenancy commencing. The deposit will be held in the Deposit Protection Scheme (Custodial). As this is legislation our fees are liable if the Let Only service has been instructed. In some cases where approved by the landlord, the agent will set up a "Deposit Replacement Scheme" Insurance with the provider of their choice.
  - 1.4.4 Where a landlord elects to register and protect the tenancy deposit independently, the landlord acknowledges and agrees that they assume full responsibility for complying with all statutory requirements relating to deposit protection. This includes, but is not limited to, protecting the deposit within the prescribed time limits, and serving the tenant(s) with the relevant deposit certificate, prescribed information, and any applicable scheme terms and conditions in accordance with the Housing Act 2004 and associated regulations. The landlord further acknowledges that any timeframes for compliance shall be calculated from the date the deposit is received by the agent. The agent shall have no responsibility or liability for ensuring that the deposit is correctly protected or that the prescribed information and associated documentation are served within the required timeframes. The landlord agrees to fully indemnify and keep indemnified the agent against any and all claims, penalties, losses, damages, or legal costs arising from or in connection with any failure by the landlord to comply with deposit protection legislation or requirements.

- 1.5 The Agent will prepare a Propertymark ARLA approved tenancy agreement and specified notices in accordance with the relevant Housing Act(s) and/or other legislation, subject to payment to the Agent from the Landlord of the relevant fees detailed in Clause (4) of this Agreement.
- 1.6 The Agent will prepare a detailed Inventory and Schedule of Condition of the property, prior to the commencement of the tenancy, subject to payment to the Agent from the Landlord of the relevant fee detailed in Clause (4) of this Agreement – FM & PM only – extra charge for LO services, see appendix 1.

#### **FM & PM Only**

- 1.7 The Agent will collect and account for rental payments on a monthly basis by submitting a statement of income and expenditure to the Landlord. This will be produced through the Payprop Rent App which will need to be downloaded by the Landlord.
- 1.8 The Agent will advise on and assist in the transfer of utility service accounts and notify the relevant authorities of any change in occupancy, providing meter readings where applicable and possible.
- 1.9 On signing this Agreement the Landlord authorises the Agent to take reasonable action as is necessary to pursue rent arrears and where appropriate to instruct a solicitor to institute legal proceedings in the Landlord's name if a tenant is in breach of the tenancy agreement. The Landlord agrees to pay the reasonable costs arising from such proceedings.
- 1.10 The Agent will check the tenant out of the property on termination of the tenancy and assess the overall condition of the property with reference to the Inventory and Schedule of Condition which will be subject to fees up front where applicable and also if any monies are owed to the agent by the landlord. If not paid the service will not be undertaken. We reserve the right to use an outside contractor at our discretion.
- 1.11 On termination of the tenancy the Agent agrees to re-let the property at an appropriate market rental, unless otherwise instructed by the Landlord.
- 1.12 When instructed by the Landlord, the Agent agrees to serve the required statutory Notice of Termination upon the tenant in accordance with the relevant Housing Act(s) and/or other legislation.
- 1.13 In the event that the Landlord is or intends to be resident outside of the UK for more than 6 months of the tenancy, the Agent agrees to liaise with HM Revenue & Customs and assist with the necessary application for an exemption certificate where applicable. Where no exemption certificate has been received, the Agent reserves the right to make deductions from the net monthly income at current base rate tax and subsequently make quarterly payments to HM Revenue & Customs in accordance with the Non-Resident Landlord Scheme.
- 1.14 The Agent can at request deal with any necessary building insurance claim on the Landlord's behalf, at a charge equivalent to 10% of the value claimed.
- 1.15 The agent will visit the property after the first & fourth months from commencement of the tenancy and then six-monthly thereafter up to the termination of the tenancy. The Agent will provide written reports detailing the general condition of the property with photographs on all inspections. We reserve the right to use an outside contractor at our discretion.
- 1.16 The Agent will, where necessary, organise any minor repairs, maintenance, or replacements to the property and/or contents up to the value of £250; and
  - 1.16.1 where more serious repairs are needed and/or insurance work, the Agent will contact the Landlord for approval or instructions regarding the work to be carried out; and
  - 1.16.2 in case of emergency the Agent reserves the right to carry out any repair without prior approval.
- 1.17 The Agent will advise on and ensure compliance with the Gas Safety (Installation and Use) Regulations 1998 & the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 regarding the inspection, maintenance, and keeping of records in respect of gas appliances & the electrical condition in tenanted premises, with the Landlord being responsible for all costs involved.

#### **(2) LANDLORD'S RESPONSIBILITIES**

- 2.1 The Landlord confirms by the signing of this Agreement that he/she is the sole or joint owner of the property.
- 2.2 If a mortgage exists on the property, the Landlord must obtain the lender's consent to let.
- 2.3 If the Landlord is a leaseholder the terms of the lease must be checked and any necessary consent obtained to let.

- 2.3.1 In the instance of 2.3, the landlord must provide the agent with a copy of the lease to ensure the tenant complies with the terms.
- 2.4 The Landlord must ensure that adequate cover exists under both building and contents insurance and must inform the insurers that the property is to be let.
- 2.5 The Landlord agrees to provide the property with a working telephone line/broadband that is ready to be used by the tenant at the tenant's own expense.
- 2.6 The Landlord agrees to pay any outstanding utility charges covering the period up to and including the Landlord's vacation of the Property and any period when the property is unoccupied.
- 2.7 The Landlord will ensure that the carpets in the property are professionally cleaned prior to commencement of the tenancy and the property is in a clean condition and good decorative order. If the property has not been cleaned prior to the inventory being carried out on a managed property, the agent retains the right to instruct a professional clean prior to the tenancy commencement at the landlords' cost.
- 2.8 Where applicable the Landlord agrees to have all chimneys swept before the commencement of the tenancy.
- 2.9 The Landlord will ensure payment of contractor's invoices in the event the agent is satisfied with the work without hesitation & within 7 days.
- 2.10 The Landlord will ensure compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) regarding minimum fire-resistant standards of specified items supplied in the course of letting property, the Landlord being responsible for all costs involved.
- 2.11 The Landlord will ensure compliance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and other relevant legislation regarding the condition and safety of electrical equipment and appliances in tenanted premises, the landlord being responsible for all costs involved. The Electrical Installation Condition Report (EICR) must be given to the Tenant at the commencement of the Tenancy Agreement. Where no EICR is provided by you within 10 working days prior to a Tenancy Agreement commencing we reserve the right to instruct a suitably qualified contractor to undertake the preparation of the EICR on your behalf. The cost of the preparation of the EICR will be payable by you to us when this work is ordered and is non-refundable. If any additional remedial works are required, we will provide a quote & the work must be undertaken by that contractor or a contractor of your choice within 28 days with proof of works provided to the agent and therefore the tenants. The costs in making the property safe is a landlord's responsibility.
- 2.12 The Gas Safety Certificate (GSC) must be given to the Tenant at the commencement of the Tenancy Agreement. Where no GSC is provided by you within 5 working days prior to a Tenancy Agreement commencing we reserve the right to instruct a suitably qualified contractor to undertake the preparation of the GSC on your behalf. The cost of the preparation of the GSC will be payable by you to us when this work is ordered and is non-refundable along with any additional costs in making the property safe & passed.
- 2.12.1 During the remaining period of any tenancy, a GSC must be renewed annually. We reserve the right to instruct a suitably qualified contractor to undertake the preparation of a further GSC before its expiry should this not have been supplied by you to us 5 working days prior to expiry of the current GSC. The cost of this will be payable by you to us when this work is ordered and is non-refundable.
- 2.13 The Landlord will provide the Agent a full set of keys for each adult tenant and if **FM & PM** service with a full management set of keys to the property before the start of the tenancy. The agent reserves the right to get keys cut prior to the tenancy if not provided and the cost of the key cutting & admin time will be chargeable to the landlord.
- 2.14 The Landlord agrees at his discretion to permit the tenant to fix pictures or any other wall hangings to the walls of the property if picture hooks are used and not sellotape, blu-tack, nails or screws.
- 2.15 The Landlord will give notice in writing to the Agent of the Landlord's intention to re-possess the property. This notice must be given in sufficient time for the correct termination notices to be served on the tenant.
- 2.16 To indemnify the Agent, within 7 days of a demand for payment, against all claims, costs and expenses of whatever nature which may be made by the Department of Social Security, the Local Authority, any other Local or National Government Department, or any other person or body, which arises from the collection and payment to the credit of the Landlord any monthly rent pursuant to this Agreement.
- 2.17 The Landlord agrees to pay the Agent's fees in accordance with Clause (4) of this Agreement.

- 2.18 The Landlord undertakes to notify the Agent of any discrepancies with the management of the property within 14 days of resuming responsibility at the end of the management of the property.
- 2.19 The Landlord agrees to inform the Agent of the fact or intention that the Landlord will be living abroad for more than 6 months during the tenancy and will ensure compliance with the Tax Management Act 1970 (Overseas Clients). The Landlord authorises the Agent to liaise with HM Revenue & Customs and where no exemption certificate has been received, the Landlord authorises the Agent to make deductions from the net monthly income at current base rate tax and subsequently make quarterly payments to HM Revenue & Customs in accordance with the Non-Resident Landlord Scheme; and
- 2.19.1 The Landlord is required to notify the Agent in writing of any change in residential status as regards to clause 2.19 above; and
- 2.20 The Landlord remains responsible for the supervision of the property whilst unoccupied/during a void period although the Agent reserves the right to arrange visits by staff in the process of re-letting. The Landlord will remain responsible for ensuring suitable protection for water systems from frost or cold weather damage. The Landlord should therefore ensure that such risks are covered by insurance and that adequate arrangements are made with a third party to protect against such an event.
- 2.21 The Landlord agrees to inform the Agent in writing of any change to his contact details.
- 2.22 The Landlord agrees to inform the Agent of any periods of absence or holiday and to provide emergency contact details that can be used by the Agent if necessary. The Landlord will notify the Agent in writing of any change to the emergency contact details that are to be kept on the Agent's records.
- 2.23 The Landlord agrees to inform the Agent of any restrictions in the head lease of the property (where applicable) and provide copies of this information. The Landlord also agrees to provide the Agent with details of any restrictions to the tenancy imposed by his mortgage company, insurer, or other relevant company.
- 2.24 The Landlord agrees to provide the Agent with a valid Energy Performance Certificate (EPC) for the property before marketing of the property commences. The EPC must be made available to the tenant prior to the signing of the tenancy agreement. Where there is not a valid EPC in place, the Landlord authorises the Agent to arrange the completion of the EPC at the landlord's expense prior to marketing the property as available to let.
- 2.25 The Landlord confirms that he is aware of the tenancy deposit legislation and unless instructed to the contrary allows the agent to deal with the deposit as per clause 1.4.3.
- 2.26 The landlord confirms that there are adequate smoke and carbon monoxide alarms at the property in line with current legislation. Where there are not adequate smoke and carbon monoxide alarms installed at the point of the inventory being carried out, the Agent will arrange for installation at the landlord's expense.

### **(3) GENERAL TERMS**

- 3.1 The fees as set out in Clause (4) & Appendix 1 of this Agreement may be varied upon agreement in writing by the parties to this contract.
- 3.2 Rental payments received will be held in a protected client account (regulated by the Propertymark Client Money Protection Scheme) before being transferred to the Landlord.
- 3.3 The Agent has the authority to sign the tenancy agreement and legal notices, on behalf of the Landlord.
- 3.4 Expenditure incurred by the Agent in respect of maintenance and management of the property will be recovered from the current rental income or funded by the Landlord where expenditure is more than the net rental income (net figure is the rent minus Agent's Management fee minus any outstanding contractor/agents' costs). If funded by the Landlord, then payment of the contractor's invoice is due within 7 days.
- 3.4.1 If a landlord has **not** taken up the PM service with Rent Protection, and the rent is in arrears, then the Agent's Management Fees are due monthly on the tenancy rent day by separate invoice and payment by the Landlord. If these are not paid by the Landlord, the Agent is entitled to pause management services and/or pursue payment of the fees through the courts. Fees are still due when the property is being managed irrespective of rent being owed. If the PM service has been taken up, this clause is irrelevant as the policy will pay the rent (when 2 months in arrears) and therefore the Agent's Fees are covered by that policy payment.
- 3.4.2 If a purchased appliance (from Currys for example) or major works require monies upfront then these are due from the Landlord within 2 working days to enable the Agent to continue the works. If payment is not received the work will either be halted (and therefore a potential breach of Tenancy Agreement) or charged with a 10% surcharge on the next rent due date.

- 3.5 Unless otherwise instructed by the Landlord, the Agent is permitted to erect a 'To Let' board signifying that the property is available for letting.
- 3.6 On termination of the final tenancy and vacation by the tenant, responsibility for the property will revert to the Landlord during any void period. In definition, the agent is managing the tenancy and not the property when vacant.
- 3.7 The landlord may terminate this Agreement by way of three months' notice only when a fixed term tenancy period has elapsed, with such notice to be in writing. If a landlord terminates or sells the property within a fixed term tenancy period, the agent's monthly management cost will be collected/invoiced up to the end of the fixed term period and due within 7 days. The agent has a right to cancel managing the property with three months' notice with reasonable grounds to do so such as the landlord not abiding by their Landlord & Tenant Act responsibilities – but will still be subject to the full 12 months management fee being due if within a fixed term.
- 3.7.1 Clause 3.7 is only applicable when a tenancy goes to a periodic term (where this agreement continues also on a periodic basis with the same notice terms as 3.7) & is renewed on each occasion a new tenancy or tenancy renewal is agreed and continues.
- 3.8.1 Or on a material breach of any condition of this Agreement during a tenancy or by way of three months' notice, such notice to be in writing in each case.
- 3.8.2 Once a tenancy has ended and when the property is vacant the landlord may terminate this Agreement by serving 4 weeks' notice in writing.
- 3.8.3 Where the Landlord intends to continue letting to tenants introduced by the Agent after termination of this Agreement, a 'let only' fee of 75% of one month's gross rental will be payable to the Agent (plus VAT) will be due.
- 3.9 This Agreement constitutes a sole agency agreement for letting purposes and the Landlord agrees that the Agent has sole rights to market the property to let for a period of 8 weeks.
- 3.10 Where appropriate, the Agent reserves the right to assign the rights and/or obligations of the Agent under this Agreement.
- 3.11 Where the Agent acts on the Client's behalf as Sole Agent, the landlord will be liable to pay remuneration (the agents fee) to the Agent, in addition to any other costs or charges agreed when a tenant takes occupation of the Property:
- 3.11.1 With a tenant introduced by the Agent during the period of the Agent's Sole/Joint Sole agency or with whom the Agent had discussions about the Property during that period or, with a tenant introduced by another agent during that period.
- 3.11.2 If a tenant first introduced by the Agent goes on to rent the property (whether through another agent or not), in circumstances where that tenant was reintroduced less than six months after the date this agreement ended.
- 3.12 Oh Goodlord Limited ("Goodlord") and/or Tenant Shop have been engaged by Humberstones Homes Limited to provide tenancy utility services to the Landlord's Property.
- 3.12.1 The Landlord agrees that Humberstones Homes Limited may pass the Landlord's name and contact details to Goodlord for the purposes of:
- (a) registering the electricity and/or gas meters and taking meter readings.
  - (b) registering the Landlord with the relevant local authority for the payment of council tax; and
  - (c) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

#### **(4) FEES AND COMMISSIONS:**

The Landlord agrees to pay to the Agent the following fees and commissions within the circumstances listed below (all figures are inclusive of VAT):

- 4.1 The initial setup fee as per Appendix (1), dependent on the level of service required.
- 4.2 Any additional administration fees as per Appendix (1), dependent on the level of service required.
- 4.3 A charge equivalent to 10% of the total value claimed for any building insurance claim made by the Agent on the Landlord's behalf.
- 4.4 The withdrawal administration fee of £250 plus VAT (£300 inc VAT) in the case of withdrawing within the sole agency period. This includes agreeing a let through another agent or through a private party in our sole agency period. This fee covers all advertising & marketing costs. **PLEASE NOTE** that this is separate to the circumstances of clause 4.6 in which a tenant has been referenced.

- 4.5 We reserve the right to charge our full fee as set out in Clauses (4.1 & 4.2) should the landlord withdraw/terminate this agreement where a tenant has been found and is ready willing and able to complete the tenancy.
- 4.6 The Agent will charge 75% plus VAT of the first month's rent with a minimum fee of £600 plus VAT (£720 inc VAT) in administration costs if the landlord refuses to proceed with a tenant who has been referenced & a pass has been achieved. This is to cover referencing costs, administration time & bank fees payable when having to refund the tenant's holding deposit. This is irrespective of the service level option that has been selected.
- 4.7 In the event of a party introduced by the Agent (including the current tenant introduced by Humberstones Homes) subsequently purchasing the property from the Landlord, whether before or after entering into a tenancy agreement, commission shall be payable to the Agent on completion of the sale at a rate of 1.0% of the sale price plus VAT, subject to a minimum fee of £2,000 plus VAT (£2,400 inc VAT).
- 4.8 The agent will renew the Rent Protection Insurance Policy after the first 12 months unless advised IN ADVANCE by the Landlord. If the policy is renewed but the tenancy thereafter reverts to a periodic tenancy and does not last for the full 12 months of the policy this will then roll onto the next tenancy. If there is no next tenancy the agent will charge pro rata for the remaining term of the policy from the last month's rent.
- 4.9 Any fee agreed in this agreement for the rent protection insurance service is payable monthly when the rent is collected and the management fee applied. This fee may be increased by the insurance provider over time and the landlord will be communicated to by the agent on any increased monthly cost.

#### NOTICE OF THE RIGHT TO CANCEL

In accordance with the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008 you have a right to cancel your contract with Humberstones Homes ('the Agent') if the contract or offer of one was made during a visit to your home or your place of work or another's home. You may exercise the right to cancel within 14 calendar days of the date you have signed this contract, known as the "Cooling Off Period". You must do so IN WRITING to the Agent (sample template at the bottom of this agreement) and deliver it personally or send it by post or electronic mail. Notice of cancellation sent by post is deemed to have been served at the time of posting to the Agent, or in the case of an electronic communication it is deemed to have been served on the day it is sent to the Agent.

**Important Note:** If you prefer to wait for the cooling off period to finish then we will not be able to commence marketing nor undertake any work in that time. However, if you wish us to start preparing sales brochures, adverts and any related marketing immediately you will be required to pay an ADMINISTRATION FEE of £200 plus VAT (£240 inc VAT) for the services provided to you or begun by the Agent on your behalf before the cancellation. This covers all reasonable expenses incurred. This fee may be liable if you require us to start marketing immediately & not wait for the 14 day cooling off period.

### **Appendix 1: SERVICES & FEES**

Service Level	Tenant Find & Admin Fee	Monthly Management Fee
<b>Let Only (LO)</b>	75 % of 1 <sup>st</sup> month's rent plus VAT subject to a minimum fee of £600 plus VAT (£720 inc VAT)	n/a
<b>Fully Managed (FM)</b>	£500 plus VAT (£600 inc VAT)	10% plus VAT (12% inc VAT) of the agreed rent per month
<b>Premium Service (PM)</b> includes Rent Protection, legal expenses and eviction cover (minimum 12 months)	£500 plus VAT (£600 inc VAT)	10% plus VAT (12% inc VAT) of the agreed rent per month + <b>£25 plus VAT (£30 inc VAT)</b> per month
<b>ADDITIONAL SERVICES (Ask for more detail, if required)</b>		

SERVICE	FEE CHARGED
TENANT REFERENCING & TENANCY AGREEMENT	INCLUDED
SCHEDULE OF CONDITION/UNFURNISHED INVENTORY (FOR LET ONLY – AS IT IS INCLUDED FM/PM)	£100 plus VAT (£120 including VAT)
FURNISHED INVENTORY (IN ADDITION TO UNFURNISHED FM/PM/LO)	£40 plus VAT (£48 including VAT)
ENERGY PERFORMANCE CERTIFICATE (EPC)	£100 plus VAT (£120 including VAT)
PROTECT THE DEPOSIT WITH DPS	INCLUDED WITH FM AND PM ONLY
ANNUAL LANDLORD GAS SAFETY CERTIFICATE	£80 plus VAT (£96 including VAT)
ANNUAL LANDLORD GAS SAFETY CERTIFICATE AND BOILER SERVICE INCLUDED	£125 plus VAT (£150 including VAT)
ELECTRICAL INSPECTION CERTIFICATE	£145 plus VAT (£174 including VAT)
SMOKE ALARM INSTALLATION / CARBON MONOXIDE ALARM INSTALLATION	£50 plus VAT (£60 including VAT)
PRODUCING/SERVING SECTION 8 EVICTION NOTICES	£125 plus VAT (£150 including VAT)
TENANT CHECK IN	INCLUDED WITH FM AND PM ONLY
TENANT CHECK OUT	INCLUDED WITH FM AND PM ONLY
TENANCY RENEWAL (INCLUDING RENT NEGOTIATION)	£60 plus VAT (£72 including VAT)
EXTRA PROPERTY INSPECTIONS (IN ADDITION TO AGREED INTERVALS)	£75 plus VAT (£90 including VAT)
ATTENDING COURT FOR EVICTION PURPOSES	£250 plus VAT (£300 including VAT)
OBTAIN MORE THAN 2 CONTRACTOR QUOTES (PER QUOTE)	£30 plus VAT (£36 including VAT)
HMRC TAX DEDUCTING (SUBMIT TO HMRC)	£100 plus VAT (£120 including VAT)
<b>FEES WE MAY CHARGE APPLICANTS AND TENANTS – These are restricted due to the Tenant Fee Ban 2019</b>	
Holding Deposit	1 week's rent
Security Deposit	5 Week's rent
Keys/security device replacement	Charged at cost + agents time at a rate of £15/hour
Early termination of a tenancy within the fixed term	Subject to landlord agreement & the payment of the landlord's re-letting costs
Removal of a tenant	£50
Addition of a new tenant	£50
Changing a tenant	£50
Change to rental payment date	£50
Amend the tenancy to allow a pet	£50
Late payment of rent charged at a daily rate	3% above Bank of England base rate (per annum)

## CONFIRMATION OF SOLE AGENCY INSTRUCTIONS

Property:
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Landlord:	Landlord:
Address:	Address:
Tel No:	Tel No:

Mobile No:	Mobile No:
Email:	Email:

<b>Rental Asking Price</b>				£	PCM
<b>SECURITY DEPOSIT REQUIRED</b>	YES	NO	Agent to Protect		Landlord to Protect

<b>EPC</b>	In Place		Landlord is obtaining		Agent is obtaining	
<b>EICR</b>	In Place		Landlord is obtaining		Agent is obtaining	
<b>GAS SAFETY CERTIFICATE</b>	In Place/No gas		Landlord is obtaining		Agent is obtaining	

<b>Maintenance Fund</b> (This amount will be retained by the agent as a property maintenance fund)	£
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Do the landlords have any personal or business links to this agency?		YES	NO
Details			

<b>Date to begin marketing:</b>	
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<b>SERVICE (LET ONLY / FULLY MANAGED / PREMIUM MANAGED)</b>	
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<b>Landlord/Client Declaration &amp; Signatures</b>			
(i) I/We have read, understood this document & the attached Lettings Terms and Conditions of Business & confirm my/our instructions to proceed.			
(ii) I/We agree that I/we will be personally liable to pay your fees under this agreement.			
(iii) I/We confirm that I am/we are the legal owner(s) of the property and/or that I am/we are authorised to rent out the property.			
(iv) Where not signed by all the owners of the property, I/we confirm that I/we are authorised to sign on their behalf.			
(v) I/We confirm that we will meet all the required obligations that are appropriate to the property.			
(vi) I/We confirm that we have been provided with a copy of this agreement.			
Landlord Signature		Date	
Landlord Signature		Date	

Agents Signature		Date	
FOR & ON BEHALF OF HUMBERSTONES HOMES			

## **DEPOSIT SCHEME INFORMATION**

Where a tenant pays a security deposit in connection with an assured shorthold tenancy ("AST") the deposit must be protected through one of the governments authorised tenancy deposit protection schemes.

The tenant and any Relevant Person must be provided with the 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

We will handle this obligation unless you advise us otherwise.

We use the custodial service (the scheme holds the deposit) operated by -

The Deposit Protection Service (The DPS) part of -  
Computershare Investor Services Plc.  
The DPS  
The Pavilions  
Bridgwater Road  
Bristol  
BS13 8AE

Email: [contactus@depositprotection.com](mailto:contactus@depositprotection.com)  
Telephone: 0330 303 0030  
Website: [www.depositprotection.com](http://www.depositprotection.com)

### **HOW IT WORKS**

- 1 If we receive an AST security 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 have given us instructions to the contrary before we receive the deposit.
- 2 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.
- 3 The Scheme rules are available to view and download from their website.

### **CUSTODIAL SCHEME - DEPOSITS HELD BY THE SCHEME**

#### **At the end of the Tenancy**

- 1 You must use reasonable efforts to reach a resolution to the dispute as soon as practicable after the tenancy ends.
- 2 To release the deposit at the end of the tenancy the tenant should submit a 'Request for repayment' indicating how much of the deposit each party should receive. The scheme will notify us of the request and invite us to respond.
- 3 If you agree with the request, we will repay the agreed amount to the tenant and to you, if any dilapidations are agreed, within 10 days and deposit to the tenant
- 4 If you do not agree to the request we will be given the opportunity to raise a dispute and use the alternative dispute resolution (ADR) service to decide how the deposit should be divided.

## **THE DISPUTE RESOLUTION SERVICE**

- 1 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 AST.
- 2 If the tenant's claim is referred for alternative dispute resolution, we you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. 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 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 reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the tenant (or all joint 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.
- 4 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal.
- 5 If you order any work to 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.

## **WHERE YOU WISH TO PROTECT THE DEPOSIT PERSONALLY**

- 1 If the deposit relates to an AST 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.
- 2 By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it.
- 3 You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit.
- 4 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 an approved scheme. The court may then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
- 5 You cannot serve notice seeking possession under section 21 of the Housing Act 1988 until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.
- 6 If you instruct us that you do not want us to protect an AST 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 suffered or cost incurred by us if you fail to comply with those obligations.

## **WHERE THE TENANCY IS NOT AN AST**

- 1 The deposit does not have to be protected by law; however, the deposit can be protected through the scheme and we can handle this on your behalf. This will mean their independent alternative dispute resolution service will be available to you.
- 2 If a dispute arises you, we or the tenant will contact the Scheme. The Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration).
- 3 All parties must consent in writing to the proposed method, otherwise the options are to negotiate or litigate.
- 4 If all parties agree, then each party must pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.
- 5 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.

## **CONSENT TO USE PERSONAL INFORMATION**

- 1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

- 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 from time to time to ask you to participate in surveys.

**OUR DUTY TO PROVIDE CORRECT AND COMPLETE INFORMATION**

- 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.
- 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.

**CANCELLATION RIGHTS**

Where you are a consumer client and this contract was agreed off our premises in our presence you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to us at Humberstones Homes, 787 Hagley Road West, Birmingham, B32 1AJ. You may use the attached model cancellation form, but it is not obligatory.

We are unable to begin marketing your property for 14 days unless you provide us with specific instructions to do so. Please indicate the date you would like us to begin marketing within the signature box in the Confirmation of Instructions.

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include reasonable expenses incurred for advertising and preparation of property particulars, etc., but it will not exceed £240 including VAT.

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CANCELLATION NOTICE

If you wish to cancel this contract you must do so in writing and deliver your notification personally or send it to us by post within 14 days. You may use this form if you wish, but you do not have to.

CANCELLATION NOTICE

To: Humberstones Homes, 787 Hagley Road West, Birmingham, B32 1AJ  
I/We hereby give notice that I/we cancel the contract for the supply of agency services that was agreed on ..... in relation to my/our property at: ..... (Enter the property address).  
I/We understand that I/we may be liable for the expenses/fees, as outlined within the agreement I/we signed.

Client/s name & address: .....

Signed: ..... Dated: ..... Signed: ..... Dated: .....

## Lettings Services

INCLUDED IN SERVICE:

	BRONZE Let Only (LO)	SILVER Fully Managed (FM)	GOLD Premium Managed (PM)
<b>Free</b> rental valuation and assessment	✓	✓	✓
<b>Full Marketing</b> in office and online	✓	✓	✓
<b>Comprehensive</b> Referencing of tenant	✓	✓	✓
<b>ARLA Propertymark approved</b> Tenancy Agreement	✓	✓	✓
<b>Professional</b> schedule of Condition/Inventory		✓	✓
<b>Check In</b> the tenant to the property		✓	✓
<b>Deposit Protection</b> and Registration		✓	✓
<b>Transfer</b> of Utilities		✓	✓
<b>Free legal advice</b> from our ARLA qualified team		✓	✓
<b>Monthly</b> rent statements and collection of rent		✓	✓
<b>Inspections</b> in month's 1 and 4		✓	✓
<b>Formal</b> written inspections reports every 6 months thereafter		✓	✓
<b>Maintenance</b> Reporting and Management		✓	✓
<b>Free</b> 1st tenancy renewal		✓	✓
<b>Discounted fees</b> on all in-tenancy services		✓	✓
<b>Check out Included</b> and deposit negotiation and resolution		✓	✓
<b>Rent guarantee</b> - insurance based policy			✓
<b>Legal Expenses</b> - insurance based policy			✓
<b>Eviction Cover</b> - insurance based policy			✓

[www.humbersteshomes.co.uk](http://www.humbersteshomes.co.uk)

T: 0121 796 0078

E: [lettings@humbersteshomes.co.uk](mailto:lettings@humbersteshomes.co.uk)

787 Hagley Rd West,

Quinton, Birmingham B32 1AJ

