



Terms of Business

Between the Landlord:

First Landlord's Name	First Landlord's Address
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(From now on referred to as "The Landlord")

And the Agent:

Name of Agent Katie Homes Nottingham Ltd	Address of Agent 76 Derby Road, Nottingham, NG1 5FD
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(From now on referred to as "The Agent")

For the property:

Address(es) of Property to be Rented

These Terms of Business set out the services The Agent can provide to The Landlord and also set out the corresponding responsibilities of The Landlord.

Please read these Terms of Business carefully.

If there are any parts which you do not fully understand you should seek independent clarification and advice.

You will be bound by these Terms of Business as soon as you sign and return them to The Agent.

The letting and / or management of your property cannot proceed until this document has been signed, dated and returned to The Agent.

This agreement is a roll over agreement and is only cancelled by way of notice by either party. Please see point 7.14 for more details.

TERMS OF BUSINESS

IT IS AGREED AS FOLLOWS:

General

These general conditions apply to all levels of service.

1. Definitions

In this Agreement the following definitions and interpretations apply:

- 1.1 "The Landlord" means the party named on the front page of this Agreement and any person who has an interest in The Property, even if not named on this Agreement.
- 1.2 "The Agent" means Katie Homes Nottingham Ltd., The Lettings Specialist, whose details appear on the front page.
- 1.3 "The Tenant" means the parties named on a tenancy agreement as the tenant of The Property.
- 1.4 "The Property" means the premises, the address of which is noted on the first page of this Agreement, or any subsequent change to the address made by the local authority.
- 1.5 "Term" means as stated on the first page of this agreement. This is a roll over agreement and can only be terminated by either party as stated on point 7.14.
- 1.6 "Stakeholder" means that at the end of the tenancy the agreement of The Landlord and The Tenant will be needed before deductions can be made from the deposit. If there is a no agreement, it must be dealt with in accordance to the rules of any statutory scheme under which the deposit is covered.
- 1.7 "Deposit" shall mean a sum of money paid by The Tenant for security against the performance of The Tenant's obligations under that contract.
- 1.8 These Terms of Business shall be governed by and construed in accordance with the law of England and Wales.
- 1.9 If there is more than one person signing as The Landlord, all persons will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this Agreement, both individually and together.
- 1.10 If the Deposit is protected by The Dispute Service Tenancy Deposit Scheme, the following two definitions will apply:
 - "The Member" means The Agent, being a paid up member of The Dispute Service Tenancy Deposit Scheme.
 - "The ICE/Independent Case Examiner" means the person appointed by The Dispute Service Limited (TDS) whose contact details are will be stated in the tenancy agreement.

2. Appointment and Authority

- 2.1 Subject to the terms and conditions of this Agreement, The Landlord appoints The Agent to be his agent for The Property. The Agent accepts such appointment.
- 2.2 The Landlord gives authority to The Agent to act on his behalf and to do anything which The Landlord could do himself for the level of service requested in this Agreement. The Landlord agrees to approve everything done by The Agent in good faith when carrying out their duties unless the action is negligent or in breach of contract. The other provisions of this Agreement shall not limit the right of The Agent to carry out whatever acts are necessary to enable The Landlord to comply with his statutory obligations, to prevent further deterioration of The Property and to limit any damage in an emergency.
- 2.3 The Landlord confirms to The Agent that he is entitled to enter into this Agreement to let The Property and that he has obtained all necessary consents and that he is entitled to all revenue collected on The Property.
- 2.4 The Landlord will reimburse and compensate The Agent against all expenses claims liabilities and losses incurred by or imposed on them in the performance of their obligations under this Agreement, unless the loss or liability arises through negligence or breach of

- contract by The Agent.
- 2.5 The Landlord confirms that The Property is fit to be let and complies with all statutory obligations and that all appliances comply with current, and will be kept compliant with future, safety regulations applicable. When signing this Agreement The Landlord confirms that all machinery, gas appliances and electrical goods will be in full working order, have been recently serviced and have clear instructions for use.
- 2.6 The Landlord agrees that The Property will be thoroughly cleaned and gardens, if applicable, will be in good seasonal condition.
- 2.7 The Agent will not, as part of their normal duties, supervise any major repair works nor provide specialist advice to The Landlord regarding repairs required to The Property. These services can be provided at an additional charge, if requested by The Landlord in writing. The details can be provided upon request. The Agent accepts no liability for any loss or damage arising from the sub-standard or inadequate repair works or from any other default by a repairing contractor. This does not apply if it is due to the negligence or breach of contract of The Agent, or because The Agent selected a contractor who was not qualified to carry out the work.
- 2.8 The Agent does not undertake to be responsible for redirecting The Landlord's mail delivered to The Property. It is recommended that arrangements are made prior to commencement of the tenancy, and for the duration of The Property being let, for it to be redirected by the Royal Mail.
- 2.9 The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide to The Agent, at least 7 days prior to commencement of the tenancy, a copy of the current gas safety record from an authorised gas installer (together with a copy of the installer's current registration). If no record is produced by that date The Landlord agrees to permit The Agent to arrange the gas safety check prior to the commencement of the tenancy. The Landlord also agrees to provide written instructions for the use of all gas appliances and if no instructions are available to allow The Agent to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.10 The Landlord agrees to comply with the Plugs and Sockets Etc (Safety) Regulations 1994, and Electrical Equipment (Safety) Regulations 1994 and shall provide to The Agent, at least 7 days prior to the commencement of the tenancy, a copy of an inspection report for all electrical wiring, and appliances as applicable, offered with the letting. If no certificate is produced by that date The Landlord agrees to permit The Agent to arrange a safety check prior to the commencement of the tenancy. The Landlord also agrees to provide written instructions for the use of all electrical appliances and if no instructions are available to allow The Agent to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.11 The Landlord agrees to comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. If the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove from The Property and dispose of, prior to the commencement of the tenancy, any items that do not comply. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.12 Unless other legislation requires a higher standard of fire warning, a minimum of one smoke alarm per floor must be provided at The Property. If insufficient smoke alarms are present when the inventory is compiled, The Agent is authorised to arrange installation of additional alarms. The Landlord agrees that The Agent can check any alarm is operational and install new batteries at the start of every tenancy. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent if possible or paid within fourteen days of written demand.
- 2.13 If The Property is not covered by Buildings & Contents Insurance arranged through The Agent, The Landlord undertakes to maintain appropriate and adequate insurance for The Property and contents throughout the time it is let and to notify the insurers of the fact The Property is being let and of periods when the property is not occupied. The Landlord is advised that if he does not notify the insurer that The Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if The Property is not furnished, to cover any damage or personal injury claim made by a Tenant or a visitor to The Property.
- 2.14 If The Property is leasehold or has a mortgage The Landlord shall:
- 2.14.1 Notify the lessor and or lender of the intention to let and obtain all necessary consents for letting in writing.
- 2.14.2 Provide The Agent, prior to the start of the tenancy, with a copy of the head lease or its relevant sections containing any terms with which The Tenant must comply. The Landlord should be aware that if the information is not provided The Tenant will not have to

- abide by the terms of the head lease which could put The Landlord in breach of the head lease leading to the possibility of The Landlord losing The Property.
- 2.14.3 Provide to The Agent a copy of the written authority from the lender granting consent to let, together with any conditions imposed by the lender which need to be included in the tenancy agreement. The Agent cannot legally set up a tenancy without consent of the lender and, since this usually involves conditions being made in the tenancy, The Agent will need to see these conditions before a tenancy is created.
- 2.15 The Agent's responsibilities do not include the supervision of The Property when it is not let. Should The Landlord wish The Property to be managed during any void period, The Agent will undertake this additional service after receiving written instructions from The Landlord and will make a charge in accordance with the Scale of Charges sheet at Appendix A. The service can only commence when cleared funds covering the cost of four visits has been received, which will have to be topped up every four weeks upon written demand. This service will include one weekly visit to The Property, visually checking the contents and security and reporting to The Landlord thereafter. The Agent cannot be liable for any hidden or latent defects.
- 2.16 The Agent's agreed attendance at any Court or Tribunal, or preparation work for Tenancy Deposit Protection Alternative Dispute Resolution, as appropriate, on behalf of The Landlord, or other work not specified as included within a particular service, will incur an additional charge at the nominated Hourly Rate advised on the Scale of Charges sheet at Appendix A.
- 2.17 The Agent will not be responsible for any loss or damage that The Landlord suffers through the act, default or negligence of any third party which may arise otherwise than through the negligence, omission or failure on the part of The Agent.
- 2.18 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.. It is accepted that this will bind The Landlord to all legal obligations within the tenancy agreement or notice.
- 2.19 If The Landlord wishes to cancel within 14 days of the signing of this agreement, then they need to complete the form found to the end of Appendix C attached.
- 2.20 Prior to finding a tenant acceptable to The Landlord, either party may end this Agreement by issuing notice in writing to the other. Fees due for work already undertaken will remain payable on the Scale of Charges at Appendix A. This could be up to a let only fee if a ready willing and able tenant has been found and the work for the check in has been completed.
- 2.21 Once a tenant is agreed with The Landlord, The Landlord or The Agent may cancel this agreement by giving reasonable notice to the other party. Fees due for work already undertaken will remain payable on the Scale of Charges at Appendix A. This will be subject to a minimum of a let only fee and could be higher if The Agent has been managing the property for a period of time.
- 2.22 If The Agent is holding the Deposit and The Landlord wishes it to be transferred to any other party, The Agent will only be able to effect such transfer with the written authority of both The Tenant and The Landlord. The law on Tenancy Deposit Protection may also impose limitations on the ability to transfer the Deposit, even when the property is sold.
- 2.23 **Data Protection Act and use of information:** For the purposes of data protection legislation please note that by instructing The Agent you accept and agree that personal information about you will be held on our internal databases potentially both electronically and in paper copy.

Whenever you engage us to act for you or provide us with any information (including personal data), you consent to our use of all such information for the purposes of performing the letting and management services you have requested. We may also use the information you provide to us for administration and internal training purposes.

The Agent may also, at his sole discretion, disclose this information (including any personal data) to our professional advisers or other agents whom we use to perform certain functions on our behalf, for example to solicitors, accountants, contractors, insurance providers, utility companies and property management software providers.

Please note The Agent may have a legal obligation to disclose personal data to tenants and enforcement agencies, for example the police, HM Revenue and Customs and local authority agencies and in such circumstances these legal obligations will be observed.

We will take all reasonable steps to ensure the security of all personal data held by us at any time. We observe the requirements of the Data Protection Act 1998 in respect of personal data held by us.

3. Fees and Money

- 3.1 The Landlord agrees to pay the appropriate fees for the level of service engaged as listed in the Scale of Charges sheet at Appendix A to this Agreement and any subsequent revision of those, notified according to this Agreement.
- 3.2 The Landlord agrees to reimburse and compensate The Agent for any claim, damage or liability suffered as a result of acting on The Landlord's behalf, unless it is due to negligence or breach of contract of The Agent or their employees.
- 3.3 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with Scale of Charges 'Appendix A' attached. Details of such income received by the Agent can be provided to the Landlord on request.
- 3.4 When held by The Agent and required by law, the Deposit paid by The Tenant will be held in accordance with one of the statutory schemes. It cannot be accessed until The Tenant has vacated The Property, and the inventory and The Property in general have been checked. Deposit monies will, with the written consent of both The Landlord and The Tenant, then be used in discharging any outstanding damage or rent claim due from The Tenant to The Landlord and the balance will be repaid to The Tenant.
- 3.5 Where the Deposit is to be held by The Landlord on a Tenant Find or Let Only service, The Landlord will either;
- 3.5.1 provide their custodial scheme registration number before The Tenant moves into the property so The Agent can register the Deposit and transfer it to The Landlord's custodial scheme account or,
- 3.5.2 will provide proof of having protected the Deposit before The Agent forwards the Deposit funds to The Landlord.
- 3.5.3 If The Landlord fails to complete 3.5.1 or 3.5.2 above then The Agent will protect the Deposit to ensure The Landlord is not guilty of an offence under the Housing Act 2004. If this happens, then at the end of the tenancy The Agent reserves the right to refund the Deposit to The Tenant without consideration of any claim The Landlord may have.
- 3.6 The Landlord agrees at all times to abide by HM Revenue and Customs rules for self-assessment. Full details can be found on the relevant HM Revenue and Customs website.
- 3.7 The Agent will give to HM Revenue and Customs such information regarding the letting as they lawfully require, which is full details of every landlord and the annual rental income, but will not be responsible for preparing or submitting a Tax Return for The Landlord or dealing with any taxation or accounting matters.
- 3.8 If The Landlord appoints an accountant or other representative to handle his tax affairs The Agent shall provide to the representative copies of all rent statements, if requested, for a standard fee as per the Scale of Charges sheet at Appendix A.
- 3.9 Where The Tenant is entitled to housing benefit contributions The Landlord agrees to compensate and reimburse The Agent with any amount received by The Landlord which is deemed by the Local Authority to be overpaid benefit and is subsequently clawed back by them from The Agent.
- 3.10 Handling of insurance claims will incur a fee as advised in the Scale of Charges sheet at Appendix A.
- 3.11 Without prejudice to the obligations of The Landlord to pay any sums due within fourteen days of written demand The Agent shall be entitled to deduct any amount due to them from any monies due to The Landlord, unless payment has been withheld because of negligence or breach of contract.

Services

4. Tenant Find Service – Half a month's rent

- 4.1 The Agent will visit The Property to view it and provide an indication of the likely rent achievable.
- 4.2 The Agent will market The Property to best attract a suitable tenant. Please notify The Agent in writing if there is a previous agreement with the lessor or other interested party not to erect a To-Let board.
- 4.3 As and when applicants are interested in viewing The Property, The Agent will either accompany these people to The Property with keys provided by The Landlord, or arrange a mutually convenient appointment for them to meet The Landlord and The Agent at The Property.
- 4.4 The Agent will receive written applications from prospective tenants.

- 4.5 The Agent will take up references appropriate to the tenant applicant. If these references are in order the details of the applicant will be forwarded to The Landlord for written approval. The Agent will not be responsible for any loss suffered by The Landlord when The Tenant has been selected by The Agent in good faith, unless the loss is due to negligence or breach of contract by The Agent.
- 4.6 The landlord will need to comply with the deposit legislation and the Immigration Act 2014 requirement as appropriate. This element does not apply to the following levels of service.

Additional services are available for a fee

5. Let Only Service - Half a month's rent

The Let Only Service includes those items found in the Tenant Find Service plus the following:

- 5.1 When an applicant is found The Agent will provide them with a draft tenancy agreement and advise them to take independent legal advice on the contents.
- 5.2 The Landlord will provide to The Agent keys on the following scale:
- 5.2.1 Two keys to every lock in The Property including all doors, windows and other locks at The Property.
- 5.2.2 Additionally, one set of keys to afford access to The Property, including any garage, for each party who make up The Tenant of The Property.
- 5.3 The Agent will retain one set for the purposes as stated in the tenancy agreement. If insufficient keys are provided, The Landlord agrees that The Agent may have the required keys made and all costs will be borne by The Landlord.
- 5.4 The Landlord agrees to provide copies of the relevant sections of the buildings and contents insurance policies to The Agent prior to the start of the tenancy for provision to The Tenant. The Landlord should be aware that if the documentation is not supplied The Tenant does not have to comply with any conditions of The Landlord's insurer and in particular any requirements if The Property is left vacant for a period of time.
- 5.5 The Agent will, on behalf of The Landlord, arrange a suitable tenancy agreement, inventory and statement of condition (at an extra cost or use the inventory provided by the Landlord), together with safety records, as appropriate and arrange for The Tenant to sign the counterpart and a copy of the inventory and statement of condition.
- 5.6 The Agent will collect the initial money due, and sign The Tenant up on the agreement, The Agent will then account to The Landlord and provide a statement of account showing fees deducted.
- 5.7 The Agent will notify the local authority that the tenancy has started and of the liability of The Tenant to pay Council Tax.
- 5.8 The Agent will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing, portable appliance testing and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- 5.9 The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. For Let Only landlords the Landlord will be responsible for any further work needed under the Immigration Act
- 5.10 If a deposit has been collected and requires protecting under the Housing Act 2004 rules then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into, or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence within 10 days, we will protect the deposit in the custodial scheme to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy.

6. Letting and Rent Collection Service – NOT AVAILABLE

The Letting and Rent Collection Service includes those items found in the Let Only Service plus the following:

- 6.1 The Agent will endeavour to collect rent and related payments due from The Tenant throughout the Term of the tenancy. The Agent cannot be held responsible if The Tenant fails to pay the contractual rent, unless it is due to negligence or breach of contract by The Agent. Appropriate action will be taken to seek to recover rent arrears from The Tenant. If this does not have the desired effect The Landlord will be advised to instruct solicitors who are specialists in Landlord and Tenant law to take further action. The Landlord will be responsible for the legal costs and expenses, unless covered by a legal expenses protection scheme.
- 6.2 In the event of The Tenant going into rent arrears, The Agent will carry out the above actions and notify The Landlord of the situation for The Landlord's further action.
- 6.3 The Agent will provide to The Landlord statements of all income received and expenditure incurred and pay over monies due to The Landlord at monthly intervals as agreed, provided cleared funds are received from The Tenant.
- 6.4 If resident outside the UK, The Landlord will provide to The Agent a copy of the approval number obtained from HM Revenue and Customs for each individual making up The Landlord, thereby allowing The Agent to release rental monies to The Landlord without the obligation to retain tax reserve monies.
- 6.5 If an approval number is not received and The Landlord resides outside the UK, The Landlord agrees that The Agent shall retain from rents a tax reserve equivalent to the basic rate of income tax on the rental income. This will be held in a client account and money due to HM Revenue and Customs will be paid on a quarterly basis. Providing this service will incur a charge at the Hourly Rate advised on the Scale of Charges sheet attached.
- 6.6 After termination of this Agreement, The Agent shall hold the tax reserve until they receive written confirmation by HM Revenue and Customs that there is no further tax liability on The Agent.
- 6.7 After commencement of a tenancy, The Agent reserves the right to assign the rights and or obligations under this Agreement upon giving The Landlord two months' written notice.
- 6.8 The Agent agrees that for the Letting and Rent Collection Service The Agent will accept responsibility for the ongoing Immigration Act checks that may be needed during the Term of the tenancy.

7. Full Management Service – 8 % + VAT

The Full Management Service includes those items found in the Letting and Rent Collection Service plus the following:

- 7.1 The Agent will pay out of monies collected all statutory and other charges which are payable by The Landlord for The Property, provided The Landlord has arranged for all relevant invoices and demands to be sent to The Agent and sufficient funds are held for The Landlord in the client account. If insufficient funds are held and The Landlord fails to provide adequate funds The Agent cannot make a payment and will not be liable for any loss or other consequences suffered by The Landlord.
- 7.2 The Agent will visit The Property not less often than 3 x yearly. Any visit is a "walk through" of The Property to ascertain any clearly visible repairs and maintenance and to find out from The Tenant any repairs that have come to his attention. It is not a survey or check of the inventory and statement of condition. The Agent will notify The Landlord of apparent and obvious defects but does not accept responsibility for hidden or latent defects, unless it is due to The Agent's negligence or breach of contract. If, in the opinion of The Agent, the occupants are not taking proper care of The Property The Agent will inform The Tenant, copying such information to The Landlord.
- 7.3 To try to ensure The Landlord's compliance with statutory and contractual obligations, The Agent will arrange, without reference to The Landlord but subject to Clause 7.6 below, to carry out the following.
- 7.3.1 Repairs under Sections 11 to 16 of The Landlord and Tenant Act 1985 which state that a landlord will:
- a. keep the structure (including the drains, gutters and down pipes) and the exterior of The Property in good order and repair;
 - b. keep the installation for supply of gas, electricity and water in good repair, but not appliances for making use of the supply apart from sanitary conveniences;
 - c. keep the installations for supply of space heating and water heating in repair;
- and must carry out all repairs within a reasonable time of being notified.
- 7.3.2 Minor repairs which cost less than the limit agreed in the Property Owner's Form
- 7.3.3 Emergency repairs, which are repairs or defects of such a nature that carry a risk of further damage to The Property, damage to adjoining property, personal injury or are a breach of The Landlord's statutory repairing obligations if left unattended

- 7.3.4 Other works to The Property in circumstances where because of lack of time or unusual circumstances it is not reasonably practical to obtain prior instructions from The Landlord. In these situations if The Landlord is not easily contactable and prior instructions cannot be obtained it will be at the discretion of The Agent, taking into account all the known facts, whether or not to get competitive quotations for these repairs and which contractor is engaged.
- 7.3.5 Spending any money necessary to keep the property compliant with the law. This could include, but is not limited to, gas safety checks, electrical safety checks, compliance with HHSRS notices etc.
- 7.4 If The Tenant is in breach of any condition in the tenancy, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord. If the tenancy is covered by legal protection or rent guarantee insurance, The Agent will undertake reasonable action to resolve the situation within the provisions of the policy. Otherwise, if legal action is required The Landlord will instruct a solicitor to act on their behalf. The Landlord will be responsible for the solicitor's fees, expenses and other charges.
- 7.5 The Agent will try to arrange a mutually convenient time with The Tenant for contractors attending The Property to undertake work on The Landlord's behalf. Where this is not possible arrangements can be made by The Agent to meet the contractor at The Property. Waiting time will be charged at the Hourly Rate specified in the Scale of Charges sheet at Appendix A.
- 7.6 The Agent will pay for repairs from rent monies held. If there are insufficient funds to meet the cost of the repairs The Landlord will pay the balance to The Agent on written demand. The Agent cannot carry out repairs if The Agent holds insufficient funds and cannot be liable for any loss suffered or any deterioration to The Property due to any delay in repair when funds are not available, unless it is due to negligence or breach of contract of The Agent.
- 7.7 The Agent will receive notices from The Tenant on behalf of The Landlord, advise The Landlord accordingly and take appropriate action.
- 7.8 The Agent will negotiate and agree the level of rent payable when the tenancy is renewed or during a periodic tenancy and serve a Section 13 Notice if relevant.
- 7.9 If the tenancy is an Assured Shorthold Tenancy, upon The Landlord's written request, The Agent will serve notice on The Landlord's behalf, including Notice under section 21 of the Housing Act 1988. The Agent will need at least 3 months' written warning if The Landlord wishes to regain possession at the end of the fixed term; or during a periodic tenancy. The section 21 notice is required to gain possession of a property let on an Assured Shorthold Tenancy when The Tenant is not in breach of the Tenancy. If The Landlord wishes to secure repossession of The Property The Landlord must contact The Agent at the earliest opportunity to ascertain when possession may be sought. The Agent cannot be held responsible for any delay in regaining possession if The Landlord fails to give sufficient written notice of the requirement to serve The Tenant with the notice. Sometimes The Tenant will fail to comply with a notice and The Landlord will need to commence court proceedings to obtain a possession order
- 7.10 The Landlord will need to employ the services of a solicitor for the service of other notices and for any court action.
- 7.11 At vacation of The Property, The Agent will liaise with The Tenant to agree and effect the arrangements for hand back of The Property, advising The Landlord accordingly.
- 7.12 The Agent will check the statement of condition and the inventory at vacation of The Property and discuss the results with The Landlord. If The Property is to be re-let The Agent will arrange, according to the provisions of this Agreement, any repairs or other works which are, in the opinion of The Agent, required to put The Property into a suitable condition for letting. Initially the cost of repairs and other work will be payable by The Landlord, with reimbursement of any costs that are later agreed with The Tenant as payable by The Tenant for any damage at The Property
- 7.13 To ensure The Agent has funds to effect prompt repairs and to resolve problems quickly at the end of the tenancy, The Landlord agrees The Agent may hold a "retention" fund from rent received at the level stated in the Scale of Charges.
- 7.14 This agreement may be terminated by written notice. The minimum fee applies if on termination the total fees due are less than the minimum fee. A placement fee equivalent to one month's rent will be payable where the Landlord intends to continue letting to tenants introduced by the Agent after the termination of this agreement. Where cancellation of this agreement is unavoidable due to circumstances beyond the control of either party, the minimum fee will not apply and any prepayments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

8. Notification of Mid-Term Changes

8.1 In any event that you inform us or we become aware of a material change in connection with the property we are managing on your behalf we will ask you for the details.

For example a Change in Occupancy, or Un-occupancy, or Building Modification at the property or a change in your personal circumstance, such as change of address or other contact information

8.2 We will always treat all information confidentially and collect and record the details securely on our systems.

If you wish us to proceed, please confirm your instructions by returning this document having completed the appropriate sections below

The Landlord agrees and accepts these Terms of Business and instructs The Agent to undertake the service as detailed below.

Tenant Find Let Only
Letting and rent Collection – not available Full Management

The Landlord confirms that there are no major repairs, construction or maintenance work known to be due to be carried out to The Property, any adjoining premises, or the building of which The Property forms part except as noted below.

This Agreement made the day of 20.....

May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel.

(Please initial to indicate agr)

Landlord's Signature _____

Landlord's Name _____

Signed In the presence of: _____

Witness's Signature _____

Witness's Name _____

Witness's Address _____

Witness's Occupation _____

Signature for Agent _____

Name of Signatory _____

Position _____

Commissions

We may also receive commissions from:

Contractors

Insurance companies

Referencing companies

Utility providers and others

These commissions will not be included in the contractor invoice and can be up to 6% (+ VAT) of the total invoice.

All prices subject to change after two months' notice.

<u>Signed by The Landlord:</u>	<u>Print:</u>	<u>Date:</u>
<u>Signed by The Agent</u>	<u>Print</u>	<u>Date</u>

APPENDIX B

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the landlord can be found in Sections 4 to 7 of this agreement.

(b) The trading name of the company is Katie Homes Ltd

(c) The company can be contacted at:

Address: 76 Derby Road, Nottingham, NG1 5FD

Telephone number: 0115 8377375

Fax number: ~

Email address: manager@katiehomes.co.uk

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (j) See attached "Scale of Fees"

(k) See attached "Complaints Procedure"

(l) The information on the right to cancel, and how to cancel, can be found in Appendix A of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix C.

(q) We have ongoing after sales service all available via our website or through contact details listed in (c) above.

(r) We are member of ICO, NLA

(s) The conditions for terminating this contract can be found in 2.18 to 2.21 of the main agreement.

APPENDIX C

Right to Cancel

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 of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Katie Homes Nottingham Ltd, 76 Derby Road, Nottingham, NG1 5FD and, where available, 0115 8377375, email manager@katiehomes.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

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.

Effects of cancellation

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To

I/We [*] hereby give notice that I/We [*] cancel my/our [*] /for the supply of the following service [*],

Ordered on[*],

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

APPENDIX D

Clauses for inclusion in an agent's terms of business for DPS members

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.

"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.

1. Assured Shorthold Tenancy Deposits

1.1 If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.

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 Deposit Protection Service, which is a government-authorised tenancy deposit protection scheme, administered by:

The Deposit Protection Service
The Pavillions
Bridgewater Road
Bristol
BS99 6AA
Phone: 03303030030
Web: www.depositprotectionservice.com
Email: DPS@depositprotectionservice.co.uk

1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the The Deposit Protection Service on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least 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 give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

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 Deposit Protection Service. 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 are available to view and download from www.depositprotectionservice.com. 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 Deposit Protection Service 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.

Where there is NO dispute about the deposit at the end of the tenancy

- 2.4 At the end of an AST we will liaise 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 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 Where there IS a dispute about the deposit at the end of the tenancy

- 2.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 2.2 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.
- 2.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including 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 Scheme's direction, to send in the money.
- 2.4 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.
- 2.5 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 AST.
- 2.6 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 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.
- 2.7 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 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.
- 2.8 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.tds.gb.com.
- 2.9 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 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).

2.10 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.

3 Consent to use personal information

3.1 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.

3.2 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. If at any time you do not with the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tds.gb.com).

4 Our duty to provide correct and complete information

4.1 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.

4.2 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.

5 Where the tenancy is not an AST

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

5.2 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 (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 the deposit plus VAT, whichever is the larger amount.

5.3 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.

6 Where you instruct us that you do not want us to protect an AST deposit

6.1 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. 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.

6.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice 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.

6.3 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 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 is because we failed to send you the deposit within 20 days of receiving it.

7 Joint Landlords

7.1 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 joint landlords to deal only 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 among themselves if one or more of them have not complied with that agreement.