

homes4uTM

for all your property needs

Residential Lettings & Management Services Agreement

Between:

The Agent ('We'; 'Our')

homes4u Group Limited

Registered in England No. 4051078
Registered Address
414 Wilmslow Road
Withington
Manchester M20 3BW
hello@homes4u.co.uk
0161 448 4808

The Landlord ('You'; 'Your')

Name of Owners: _____

- Sole Owner
 Joint Owner
 Power of Attorney

For Office Use Only:

Ins by -

Office notes -

PM Manager -

PROPERTY REGISTRATION DETAILS (To be completed by all Landlords)

Your Details:

Full Name of Owner(s)	1	2
Is the property held in a company name? If so please detail.		
Address of Owner(s)		
		Postcode
Secondary Address of Owner(s) (if required)		
		Postcode
Primary Email Address	1	
Other Email Addresses	2	
Mobile Telephone		Home Telephone
Other Telephone(s)		

Account details for payments:

Name of Bank/Building society	Account Name
Account Number	Sort Code / /

Property Details:

Address		
		Postcode
Available Date / /	Advertised Rent PCM	£
Type of Property	If Apartment/flat which floor?	
Total No. Bedrooms	No. Double bedrooms	No of En-suite beds
	No of shower rooms	No of bathrooms
		No of separate WC's

Type of furnishing (tick as appropriate)

Fully Furnished	Unfurnished	Part Furnished Please specify items included
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Parking? e.g drive, secure space, residents parking, on street	Heating? e.g Gas Central Heating, Wall Mounted Electric Heaters, Gas Fires
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Does your property require a mandatory HMO Licence?
(property comprising of three or more floors, occupied by five or more tenants)

If yes, do you hold a current licence?

Yes	No	Yes	No	Pending (application with council)
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Are there any restrictions to the use of the property (particularly head lease)?

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Energy Performance Certificate- Please tick one option

I have an EPC, and attach a copy	My EPC Reference is:
I need an EPC, please order one for me (payment required before order can be processed)	

Will you allow the following as tenants? Please tick all that apply

Students	Employed	Housing Benefit	Tenants with Pets
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Property Features (tick as appropriate)

Double Glazing	Burglar Alarm	Smoke Alarms	Garden	Yard	Balcony
Fire Doors	Security lighting	TV points	Telephone Points	Sky/cable ready	Concierge
Open Plan Living/Kitchen	Separate Lounge	Dining Room	Basement/cellar	Intercom Entry	

Kitchen Features (tick as appropriate)

Separate Kitchen	Fridge	Fridge Freezer	Dishwasher	Dryer	Microwave
Oven type	Gas/Electric	Hob Type	Gas/Electric		

Flooring type e.g laminate, carpet, lino, tiled

Hall/Stairs/Landing	Bedrooms	Bathroom(s)
Lounge	Kitchen	Dining Room

Additional information

Bills included? Please specify which	Any other items included? e.g TV's
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Please provide any additional information for marketing in the space below

e.g new furniture throughout, new kitchen fitted in (date), to be repainted throughout before move in

Current tenants contact details

Names:	Telephone Number:	Email:

Deposit Protection Scheme Details (SILVER SERVICE LEVEL)

Name of Scheme:			
Address			
Scheme Email	Telephone number		

Service Level (please circle): **Gold / Silver**

PLEASE ATTACH or EMAIL THE FOLLOWING: (email to registrations@homes4u.co.uk)

- Proof of Ownership** (ie Mortgage Statement, Print out of the Land Registry listing)
- Copy EPC (or Cheque to order)**
- As many photographs of the property as possible**
- Copy of this page for each property to be registered**

Print Name(s): _____

Signature(s): _____

Date _____

This agreement sets out the terms under which we market and let your property for you. It defines the services we will provide as part of our Let-Only and Full Management Services.

By law, once you sign this agreement you must keep to its terms. Please contact us if you want us to explain any of the terms in this agreement. If you have any concerns you should take independent advice before signing this agreement.

A. Letting Your Property

1. We will give you realistic advice about the rent you are likely to get for the property, and agree a rental figure at which we will advertise the property.
2. Rent excludes utility and service bills as standard (such as Council Tax, Water, Gas, Electricity and Media). These are the responsibility of the tenant for the duration of any tenancy. Please be aware that you will be liable for these bills during any periods when the property is not let, and that you will always be responsible for any service charges or ground rent relating to the property, and should take this into account when setting a rental figure.
3. When we are ready to advertise the property, we will use our database of possible tenants, may advertise the property in local press, and put the details in our branch windows, on listings in our branches and on the internet. Where possible, we will erect a 'for rent' board at the property, meeting local authority regulations. **We will do any or all of these depending on market conditions.**
4. We currently produce two lists of available property for prospective tenants: **NEXT ACADEMIC YEAR** and **AVAILABLE NOW**. Student tenancies tend to commence on July 1st, and run for 12 months, ending 30th June the following year. It is standard to charge 'retainers', equivalent to half rent, for July and August, when the tenants do not occupy the property. Other tenancies start on the day of occupation, with full rent due throughout the tenancy, which can be negotiated for any term between 6 and 12 months. Student properties are advertised as a 'per person per k' value, however all rent is payable per calendar month (or on a per-semester/term basis by request).
5. Under our Silver and Gold Services (see Section G), we will show possible tenants around the property. You must give us keys to **all parts** of the property to allow us to do this. We may also arrange viewings with the current tenants, where their contact details are available.
6. We will contact you when we find a suitable tenant and request your consent to let. We will ask you for instructions about the length of tenancy you want us to offer them, and the date you want the tenancy to start.
7. We will take the first month's rent in advance, and five weeks rent as a deposit.
8. Once a tenancy has been agreed in principle, we will request proof of ID, a work reference for professional tenants or proof of academic status from student tenants along with, where appropriate, a guarantor (a person who will commit to paying their rent if they fail to do so). For working tenants we will also contact a credit reference agency. The agency will search to see if the tenant has any county court judgements against them and that they are on the electoral roll at the address they have given us. **Please remember that references give details of their past behaviour based on information available at that time. They do not guarantee that the tenant will pay their rent in the future.** We will also get proof of their current earnings, and ask their employer to confirm that their employment is likely to continue for the term of the tenancy. Where a UK based guarantor is not possible, or no credit history is available on UK databases, we may ask if you will accept a tenant who can pay the rent in advance. **Provided we have acted with reasonable care and skill in performing our obligations as above, we can accept no responsibility for the non payment of rent by a tenant.**
9. We will verify an applicants' right to rent in the UK, at application stage, according to the legislation. Where a Landlord instructs homes4u on our Gold service and if the applicant has a time limited right to stay in the UK, homes4u will also verify their right to rent up to 28 days before the tenancy start date. Where a Landlord instructs homes4u on our Silver service and if the applicant has a time limited right to stay in the UK, it is the Landlords responsibility to verify the applicants' right to rent up to 28 days before the tenancy start date.

10. As part of the tenancy paperwork, we arrange for the tenants details to be registered for electricity, gas, water and council tax accounts.
11. We do not release keys or recommend that you release keys until all money has cleared in our bank account, and all paperwork has been completed.
12. We will deduct all lettings fees due under this agreement (see Section D) from the initial monies paid by the tenant, or from monies held on account.
13. Monies due to you will be paid direct to your chosen bank account. If you require payment to be made by cheque, you must instruct us in writing. We will transfer funds as one payment per property once all tenant payments are received and cleared into our account. Gold Landlords will receive funds as part of the weekly payment run.
14. Let-Only Landlords must ensure that they protect deposits in an approved scheme failing which your rights as a landlord will be prejudiced. We will notify the tenants of the landlord's responsibility for the deposit and its protection.
15. We take a holding deposit from the applicants to secure the property subject to a signed holding deposit agreement (copy available on request). This holding deposit will become the Tenancy Deposit upon the commencement of the tenancy. Tenancy Deposit Regulations are not enacted until a tenancy agreement is signed, and has commenced. Funds will be sent to Let Only landlords upon completion of the tenancy agreement by all tenants.
16. We will prepare a tenancy agreement in line with your instructions, and get all of the tenants to sign it.
17. Once the tenancy paperwork is completed, including receipt of appropriate references/guarantors/identification, and all tenants' initial payments received and cleared, we will contact you to inform you and confirm the terms of the agreement.
18. At the commencement of the tenancy:
 - a. **Managed Landlords**
Our full management service will commence with the start of the tenancy, at which time our dedicated Property Management Team will become your point of contact.
 - b. **Let-Only Landlords**

Once the tenancy paperwork is completed and funds transferred, homes4u's let-only service is completed. homes4u will not release keys to your tenants. We strongly advise you to complete an inventory, detailing the contents and condition of the property, prior to move-in. It is recommended that you pay an independent third-party to carry-out the inventory, in order to protect your position in the event of any dispute.

B. Gold Full Management Services

Further to the letting of your property:

1. Inventory & Move-in

- a. When we have found a tenant, we will prepare details of the condition of the property and a list of its contents (an inventory).
- b. Whilst we will try to make the report as detailed as possible, it is a visual check. We do not test appliances and services, and are not qualified contractors or surveyors able to comment on the structure of the building or its condition. Some defects may be highlighted for repair when tenants move into the property and report.
- c. Keys collected from our offices will be signed for.
- d. Under our Gold Full Management Service, we will keep the deposit as stakeholder. The deposit is protected by a **Tenancy Deposit Scheme**. We use 'mydeposits', an insurance based scheme. We will also provide details of the scheme and other information required by law to the tenant. The fee charged by the scheme will be deducted from your rental income.

2. Rent Collection

- a. We will collect the rent from the tenant as agreed in the tenancy agreement.
- b. We will pay any monies due for insurance, deposit protection, repairs and maintenance to the property from rents collected.
- c. We will also deduct fees due under this agreement.
- d. We will transfer the remaining funds to you. We will send this across to your chosen bank account. We process payments once a week. If you require payment to be made by cheque you must instruct us in writing.
- e. Where rent is paid quarterly/termly; six monthly or for the term of the tenancy in advance, **we will retain a float equivalent to one month's rent**. We will hold this float as available funds for works needed during and at the end of the tenancy. The money left-over after such works at the end of the tenancy can be paid over to you.
- f. If you do not live in the United Kingdom, we must take off income tax at the basic rate, unless you have registered with the HM

Revenue & Customs non-resident landlord scheme, and provided us with a copy of your exemption certificate.

- g. We will email you a monthly statement to account for the balance of monies.
- h. If the tenant is late paying the rent, we will write to them once the rent is seven days late, and continue to contact them regarding payment. We are very pro-active in collecting any arrears, and have systems and staff to minimise any losses.
- i. However, if we do not receive a satisfactory response, and after tenants are 2 months in arrears, we can issue a section 8 notice seeking termination of the tenancy. We will contact you for your instructions before issuing a section 8 notice to the tenants, or taking any legal action.
- j. You agree to instruct solicitors for any legal proceedings in respect of the property. To be clear, it is not our duty to start or pay for legal proceedings on your behalf, against any person.
- k. homes4u is not responsible if the tenant fails to pay rent.

3. Repairs, Maintenance & Improvements

- a. We will at your request arrange repairs and maintenance on your behalf. We will instruct tradesmen on our approved contractor and suppliers list to carry out quotes, assessments and works as required.
- b. We will endeavour to select competent contractors at a reasonable price, and all approved contractors are qualified where required and insured. However, homes4u is unable to guarantee the standard of workmanship, or any liability arising thereof, and you retain the right to pursue any claim against a appointed contractor/supplier for sub-standard work or any other default.
- c. We will pay on your behalf for works upon receipt of the invoice from the contractor. This will be deducted from monies held on account.
- d. If a repair becomes necessary and we don't have the authority to arrange for the work to be carried out we will need to contact you.
- e. If we can't contact you and in our reasonable opinion it is in your best interests to go ahead with works, we may have to spend more than the authorised amount (For example if we have tried unsuccessfully to contact you a number of times or the issue will cause more damage and cost if left) This may also apply in the case of an out-of-hours emergency. In such circumstances you are responsible for these costs.
- f. We do not order repairs/works where funds are not available on account, unless there is an emergency. We may request upfront payment. We cannot be held responsible for any delays caused due to lack of funds.

- g. You agree to indemnify homes4u against any liability incurred by us in authorising work to be carried out on your behalf.

4. Inspections

- a. We will regularly inspect the property and report to you on its general condition. If we cannot get into the property to carry out our inspection, we will tell you. If our inspection reveals that repairs need to be carried out, we will notify you.
- b. The purpose of the inspection is not to check every item on the inventory, but to see that the tenant is keeping the property in an appropriate condition, and to check for obvious signs of damage, need for repair or breach of tenancy.
- c. If in our opinion we do not believe the tenant is taking proper care of the property, we will write to them and schedule a repeat inspection. Please note however that the tenant is entitled to the quiet enjoyment of the property, and in some circumstances has until the end of the tenancy to make good the property's condition.

5. Ending the Tenancy

- a. If the tenant breaches the terms of the tenancy, we will provide guidance upon ending the tenancy. A Section 8 Housing Act 1988 notice can be issued upon your instruction, however, you will have to bear the costs of any further legal action.
- b. We will automatically send out a Section 21 Housing Act 1988 notice to the tenants at least two months before the end of the tenancy, formally ending the tenancy on the agreed end date as on the tenancy agreement.
- c. Two months before the end of the agreement, we will also write to ask whether you (and the tenant) want the tenancy to continue. If a new tenancy is agreed, we will prepare a new agreement in line with your instructions. Our charges for this are equivalent to **60% of one months rent including VAT (50% of one months rent excluding VAT)**

6. Move-out Inventory

- a. At the end of the tenancy, we will check the condition of the property and the list of items included with the tenancy against the inventory report prepared at the start.
- b. We will contact you to advise you of the property condition, and of any evident damages thereto.

7. Deposit Refund

- a. As stakeholder it is imperative that we act impartially when dealing with the Deposit and Move - Out.
- b. By law, we are obligated to return the agreed deposit amount to the tenant within

10 days of their requesting it.

- c. If any items have been damaged, we will negotiate with you and the tenant an appropriate figure to compensate you for your loss.
- d. You must make allowances for fair wear and tear. We will provide guidance on this and fair deductions from deposits.
- e. You must provide your instructions promptly, in order that we can process the deposit refund according to the timeframes proscribed by law.
- f. By law (Human Rights Act 1998), if you and the tenant cannot agree the appropriate figure for compensation, as agents, we have to keep the figure in dispute until the matter has been settled in accordance with the adjudication procedures of the tenancy deposit scheme we have joined.
- g. We will then pay the amount in dispute to the scheme who will then decide how to return it. If there is a disagreement, we will return the amount of deposit not affected by the agreement to the tenant.
- h. The tenant can raise a dispute after 10 days of requesting the refund if the funds have not been received, and in any time in the three months after moving out.
- i. homes4u cannot proceed with any repairs which may be necessary at the end of the tenancy until funds are available. This means that unless the tenant has agreed to deductions from their deposit to pay for remedial works, you will need to forward payment. This is particularly the case when a new tenancy is agreed, as its success will depend largely on the condition of the property at move-in.
- j. Under the law, the ultimate responsibility for the deposit money and its refund always remains with the landlord.

8. Miscellaneous

- a. We will deal with all enquiries and complaints from you and the tenant, and also reports and correspondence about the property. This specifically **excludes** enquiries relating to the head lease or sale of the property by another agent.

C. OWNERS OBLIGATIONS

Various acts of parliament cover letting of property. You are responsible for ensuring your property meets these standards. homes4u can offer advice into each of these requirements upon request, if you are unsure whether your property meets these standards (For our Gold service we can, upon request, arrange for the property to comply with these standards).

You agree and confirm that:

1. Under the **Consumer Protection Acts and Landlord and Tenant Act 1985**, the property must be fit for someone to live in when you let it. As part of our Gold service, we will inspect your property and tell you about anything we feel may not meet those laws. If we feel that any repairs need to be done, we cannot let the property until the repairs have been completed.
2. All furniture and soft furnishings you provide as part of the tenancy must meet the **Fire and Furnishing Regulations 1988**.
3. Under the **Gas Safety Installation and Use Regulations 1994**, you must at all relevant times have a valid gas safety certificate for the property.
4. **Under House of Multiple Occupancy legislation (HMO)** it is your responsibility to ensure that if your property is defined as a HMO, the property meets the required standards. (The most common HMO is one where the building/property is occupied by more than two unrelated tenants, sharing communal facilities)
5. Under **Property Licencing** legislation it is your responsibility, if your property meets the criteria, to ensure you have applied for a licence before a tenancy commences. There are two types of licence, "Mandatory" where the property has 5 or more tenants over 3 or more floors (including accessible lofts and basement) and "Selective" where the property lies within an area the council have introduced selective licencing.
6. You also agree to pay our reasonable costs and fines if we are prosecuted for letting or managing a house in multiple occupation because you have not got a license where one is needed, unless this was our fault.
7. There are several pieces of legislation relating to **Electrical safety (Hard wiring and Portable appliances)** It is your responsibility to ensure the wiring and appliances are in good working order and safe to use, and for certain types of properties law states a safety test must be carried out by an electrician. **We recommend that all properties should have regular safety tests carried out.**
8. Under the **smoke and carbon monoxide alarm regulations 2015**, every rented property must have at least a battery operated smoke alarm on each floor and a carbon monoxide detector next to a solid fuel

- appliance. We recommend that a carbon monoxide should be installed next to the main gas appliance. The alarms must be tested at the start of each new tenancy (For HMO's, a more sophisticated fire alarm system must be installed and regularly tested)
9. You have to make an **Energy Performance Certificate (EPC)** available to prospective tenants whenever you market a property to let. An EPC is only required for a property which is self-contained, and is valid for 10 years. We can arrange an EPC for you, and there is an additional cost for this.
 10. As part of the **L8 Approved Code of Practice (ACOP)** it is your responsibility to carry out a Legionella Risk Assessment to ensure your tenants are not at risk of being exposed to legionella.
 11. We strongly recommend that you tell your insurers when we let the property for you. You should get specific advice from an insurance professional about insurance cover that makes sure that you are covered if the tenant or any visitors are injured in the property. You should get advice about all other insurance needs from an insurance professional before you let the property. We do not provide advice on insurance matters, and **you are responsible for making sure that you are covered for all events**. Our tenancy agreement says that you are only responsible for your tenant's belongings if they are damaged as a result of your actions. We recommend Endsleigh, an insurance company specialising in landlord and tenant cover.
 12. All deposits taken by landlords and letting agents under Assured Shorthold Tenancy Agreements must be protected by a government authorised **tenancy deposit scheme**. More information is available at www.direct.gov.uk. Tenants must be provided with details of the scheme in which their deposit is held by their landlord **within 30 days of payment**.
 13. You must tell us about any items that are not currently in the property but which will not be included in a new tenancy. If you have any items in the property or garden that are valuable or have sentimental value to you, we advise that you remove them before you arrange viewings.
 14. If there is a garden, you need to tell us how you expect the tenants to maintain it. We need to make sure that this becomes a condition of the tenancy. We suggest that you choose one of the following options:
 - a. *The garden must be maintained according to the time of year by the tenant.* We recommend this if there is a lawn and some hedges. You must provide the garden tools the tenant will need for this, and have an RCD protected electrical supply (an electrical supply with a circuit breaker to prevent electrocution), and provide safety gloves.
 - b. *You provide a gardener and pay the cost.* We recommend this if the gardens are landscaped. The Office of Fair Trading says that tenants do not have a long-term benefit from the garden, so you should pay the greater share of the cost, as you get the long-term benefit.
 15. You need to tell us if there are any restrictions in your title documents, for example, clauses preventing you from parking caravans or commercial vehicles on the drive. Some may prevent you from letting the property, or restrict the age of the tenant. **If you do not tell us about these restrictions, and a tenant then leaves because of them, you will still be liable for our fees and may have to pay the tenant damages.**
 16. You must give us keys to **all parts** of the property to allow us to let and/or manage the property. Where you instruct us to manage the property, you agree to provide **keys for each tenant, and two further sets**.
 17. You must inform us in writing about any tenants you may not want, for example, smokers, families, students, people with pets, people on Housing Benefit and so on.
 18. You agree to pay our fees and expenses in full within seven days of receiving a demand for payment. You also agree to repay us if we receive Housing Benefit payments for your tenant and pay these to you but then the local authority decides those payments have been overpaid and we have to repay them to the local authority.
 19. You agree that we may keep any commission, interest or discounts that we negotiate or receive whilst letting or managing the property.
 20. You agree to pay us any costs and expenses (including legal costs) and any losses or damages we suffer as a result of you breaching any of your responsibilities as landlord or under this agreement.
 21. You agree that if you sell the property, you will give us three months' notice so that we can arrange all matters in connection with the tenancy; our advertising and/or management of the property.

22. You agree that when the property is empty (not tenanted); we are not responsible for inspecting it.
23. You agree to instruct solicitors for any legal proceedings in respect of the property. To be clear, it is not our duty to start or pay for legal proceedings on your behalf, against any person.
24. You agree that we are not liable for any loss or damage caused by the tenant or the tenant's associates, either deliberate or accidental.
25. You agree that we shall retain any fees, charges and expenses due from the monies we receive from the tenant/s and/or prospective tenants. Where we do not hold adequate funds, you agree to pay the balance of our fees, charges and expenses within 7 days of invoice.
26. If you let the property yourself or via another party, you must notify homes4u immediately, and confirm in writing within 5 days.
27. If suitable tenant is found and you withdraw your consent to let, you agree that you will refund the Tenancy Set Up Fee paid, in full to the prospective tenants.
28. You agree that you will confirm all instructions given to homes4u in writing. If we fail to act on verbal instructions which are not later confirmed by letter or email, or are not confirmed in sufficient time to carry out, we will not be liable.
29. You agree to give us sufficient notice for any action required, and agree a timescale to complete. Instructions received on weekends, bank holidays or outside the hours of 9am to 5pm may not be actioned until the next working day.
30. You agree that you will provide us with all of the information required to carry out the agreed services, and notify us promptly and in writing of any changes in circumstance that affect the letting and/or management of your property.
31. You agree to respond to all requests for information or instructions promptly in order to allow homes4u to carry out duties efficiently.
32. You agree that all of the information that you provide to homes4u is correct to the best of your knowledge and belief. You agree to compensate homes4u against all losses and

costs suffered as a result of incorrect information which you have provided.

33. You agree that homes4u may process your personal details and information according to the data protection act.
34. Depending on your status and circumstances, rental property income may be considered as unearned income. You agree to abide by HM Revenue and Customs rules, and accept that this is your responsibility, unless you are an overseas landlord.
35. Any administrative, typographical, or other errors/ omissions made by homes4u in marketing material, invoices or statements is subject to correction without further liability to homes4u.
36. You indemnify homes4u against any claims made by a third party in respect of your obligations under this agreement and as a landlord under statutory requirements.

As a Managed Landlord, you also agree:

37. To authorise us to sign all legal documents in connection with matters arising from the tenancy agreement on your behalf.
38. As your managing agents, you agree we can (at our discretion, if we deem such action is necessary) take all steps at your expense to comply with all statutory requirements, deducting costs from monies held. Where we do not hold adequate funds, you agree to pay us within 7 days of invoice.
39. You agree to provide copies of all guarantees, insurances and/or warranties applicable to your property and contents.
40. That this full management service commences with the start of the tenancy.
41. In addition to the terms of C19, you agree that you will owe us fees for any current or agreed tenancy, unless the new owner continues with our management service. Where you employ homes4u's sales services, and we sell the property, we will discount the management fees by 50% for any current or agreed tenancy.
42. You agree to give us at least three month's notice if you do not wish to renew a tenancy at the end of the fixed term.

D. Fees Due Under This Agreement

1. Under our **Silver Service** outlined in Section A of this agreement, for **Letting Your Property**, we charge a Tenancy set up fee equivalent to **60% of one month's rent (50% of one month's rent plus VAT) subject to a minimum fee of £594.00 (£495 plus VAT)**
2. For our **Gold Full Management Services**, covering all services in Section A, plus those outlined in Section B, we charge a further **12% of the gross rent before deductions (10% plus VAT)** for the agreed tenancy, in addition to a **Tenancy set up fee of 60% of one month's rent. (50% plus VAT)**
3. The Landlords tenancy set up fees will continue to apply if you choose to complete negotiations directly with the applicant, or employ another agent.

E. Ending this Agreement

1. This agreement will end immediately if you withdraw your instructions in writing before we find a tenant.
2. Once we find a tenant who meets the conditions we and you have agreed, you must pay us the agreed fees.
3. If we or you have breached a material term of this agreement, and the matter is not or cannot be sorted out after 28 days of being asked to do so, in writing, by the other party, we or you can end this contract immediately. Examples of this would include when you fail to carry out repairs within a reasonable time or otherwise expose us to financial or other risks, or we do not give you any money you are entitled to.
4. Our management agreement and agreed fees are applicable for the duration of any agreed tenancy, whether it has commenced or not. Either we or you may give to the other no less than three

months' notice in writing terminating the agreement at the end of the tenancy.

5. This agreement will also end if you become bankrupt or enter into a composition with creditors (A composition with creditors is an agreement where your creditors agree to accept less than the amount owed).
6. If this agreement ends, you will be entitled to copies of the documents we have on file, as long as you have paid our agreed fees in full.

F. General

1. **Notice or instructions in writing** will be considered sufficient if delivered to the addresses given by you and by us on this agreement by standard post or by email.
2. **Client Money** All client money is held by homes4u Group Limited in separate client accounts with the Co-Operative Bank. Deposit money is held in a ring-fenced segregated client account.
3. **Amendments** We have the right to change the conditions of this agreement by giving you two months' notice in writing of the change and the date the change will be made.
4. **Transfer** We have the right to transfer this agreement as long as your rights are not significantly affected.
5. **Discrimination** homes4u does not discriminate in terms of race, nationality, religion, age, disability, gender nor sexual orientation. Any requests in respect of our services that could be perceived as discriminatory on these grounds will be declined.
6. **Complaints** homes4u operates a clear complaints policy, which can be obtained by request from any of our branches, or downloaded from our website. We are members of The Property Ombudsman Scheme, and follow their codes of conduct. Any complaint which cannot be resolved through our internal procedure can be referred to the Ombudsman.

G. Letting and Property Management Services

Silver
Let Only

Gold
Full
Management

	Silver Let Only	Gold Full Management
1. Initial visit to your property by an experienced member of the homes4u team	✓	✓
2. Discussion on current market conditions and achievable rent level	✓	✓
3. Assessment of your requirements and advice on legal aspects of letting	✓	✓
4. Advice on how to maximise rental returns	✓	✓
5. Professional standard photography	✓	✓
6. Floor plan with room sizes	✓	✓
7. Organisation of Energy Performance Certificate as required *	✓	✓
8. Comprehensive marketing at your local homes4u branch	✓	✓
9. Extended marketing through homes4u's network of branches	✓	✓
10. Online advertising at homes4u.co.uk with multiple photos, floor plan and EPC	✓	✓
11. Additional online advertising on the UK's most popular portals rightmove.co.uk and zoopla.co.uk	✓	✓
12. Promotion of your property through homes4u's award winning Social Media	✓	✓
13. Potential tenants advised of new instructions through e-mail and phone	✓	✓
14. Accompanied viewings by a member of the letting team	✓	✓
15. Negotiation of tenancy terms	✓	✓
16. Securing let with set up fee and holding deposits	✓	✓
17. Identification obtained from applicants	✓	✓
18. Comprehensive tenant referencing including credit check, employers and previous landlords references	✓	✓
19. Bespoke homes4u Tenancy Agreement	✓	✓
20. Registering tenants for utilities and council tax	✓	✓
21. Setting up of on-going rent payments	✓	✓
22. Invitations to homes4u's free landlord seminars	✓	✓
23. Regular email updates on market conditions and changes to legislation	✓	✓
24. Notification of investment opportunities from our sales team	✓	✓
25. Move in guidance and key sign out	✓	✓
26. Comprehensive photographic ingoing inventory, undertaken by one of our property managers	✓	✓
27. 24 hour emergency phone line for tenants manned by our property managers	✓	✓
28. Key holding and management	✓	✓
29. Protection of the tenancy deposit with Mydeposit	✓	✓
30. Regular inspections reports during the tenancy	✓	✓
31. Access to our panel of approved contractors	✓	✓
32. Organisation of quotes, repairs and maintenance*	✓	✓
33. Furniture upgrades and replacements arranged with our approved contractors	✓	✓
34. Dedicated compliance team focused on ensuring properties are up to date with legislation.	✓	✓
35. Ordering of annual Gas Safety Checks with Gas Safe registered engineers*	✓	✓
36. Organisation of Periodic electric certificates where applicable	✓	✓
37. Arrangement of Legionella risk assessments*	✓	✓
38. Organisation of PAT, fire alarm, fire extinguisher and emergency lighting testing *	✓	✓
39. Application for property licenses where required	✓	✓
40. On-going administration of property licences including renewals	✓	✓
41. Compliance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015	✓	✓
42. Full management of Landlord immigration right to rent legislation	✓	✓
43. Issuing of legal notices relating to tenants not compliance with tenancy terms	✓	✓
44. Serving of required notices as tenancy end date approaches	✓	✓
45. Negotiation of applicable new rent level if tenancy is being renewed	✓	✓
46. Rent reviews and increases on periodic tenancies	✓	✓
47. Automatic re advertising of the property prior to existing tenant leaving	✓	✓
48. Comprehensive photographic outgoing inventory	✓	✓
49. Negotiation of the deposit allocation with tenants and Mydeposits	✓	✓
50. Rent payments transferred into your account	✓	✓
51. Regular statements emailed (posted on request)	✓	✓
52. Period statements for tax returns when required	✓	✓

*where works are ordered additional costs will apply

1. **Service Required:** Please select only one with a tick:

Silver Gold

2. **Let-Only Landlords:** By selecting a let-only service (Silver), you are accepting that it is your responsibility to carry out all management duties relating to a tenancy, including repairs and rent collection.

3. **Managed Landlords:** By selecting our managed service, you are instructing us to manage your property as set out in Section B above.

4. Liability

No liability shall be attached to homes4u in respect of your negligence or a breach of statutory requirements, such as those outlined in Section C of this agreement.

Subject to the Terms and Conditions of this agreement, you the landlord, appoint us as your agent for your property, and we homes4u accept this appointment:

Signed by the landlord (s);

Print Name(s)

Signature (s)

Date:

Signed for and on behalf of homes4u;

Print Name

Signature

Branch:

Position:

Date:

Sample