

HOMES4U RESIDENTIAL LETTINGS SERVICE AGREEMENT

Full-Letting Service (Let-Only)

This agreement is between us, homes4u Group Ltd* (the agent)
and you

_____ (the landlord)

and it commences on _____

1. This agreement sets out the terms under which we market your property and find a tenant for you. It defines the services we will provide as part of our Let-Only service. **It includes properties listed at Schedule "A" of this agreement and any subsequent properties whereby you instruct us by giving us details.**

2. **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, or you may take independent advice before signing this agreement.**

3. Various acts of parliament cover letting property. As professional letting agents, we must draw your attention to them, and make sure you follow the acts before we can let your property. We will explain these to you in this agreement.
4. We also have a duty to the tenant to make sure that you and we are legally entitled to offer them a tenancy. If you have a mortgage you may need to get your lender's permission before letting the property. If there are joint owners, you must tell us who they are, and we need their permission in writing before we can act for you.
5. Under the **Consumer Protection Acts**, the property must be fit for someone to live in when you let it. As part of our service we can inspect your property and tell you about anything we feel may not meet those laws. If we feel any repairs need doing, we cannot let the property until those repairs have been completed.
6. All furniture and soft furnishings you supply as part of the tenancy must meet the **Fire and Furnishing Regulations 1988.**

7. Under the **Gas Safety Installation and Use Regulations 1994**, you must have a valid gas safety certificate for the property before the start of the tenancy.
8. The **Low Voltage Electrical Equipment (Safety) Regulations 1989 and Electrical Equipment (Safety) Regulations 1994** deal with the safety of electrical appliances and wiring. **Although you do not have to meet these regulations by law, if our policy says you must follow these, we will tell you before you sign this agreement.**
9. Under **Houses Under Multiple Occupancy Legislation** it is your responsibility to make sure that if your property meets the criteria so as to be defined as a house in multiple occupancy, you apply to the Council for a license before a tenancy commences. We advise you contact the Licensing Team of the relevant Council for the area in which your property lies to check your responsibilities.
10. As of 6th April, 2007, all new 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 14 days of payment**.
11. The Energy Performance Certificate (EPC) gives home owners, tenants and buyers information on the energy efficiency of their property. It gives the building a standard energy and carbon emission efficiency grade from 'A' to 'G', where 'A' is the most efficient and with the average to date being D.

If you are a landlord, you'll need to make an EPC available to prospective tenants the first time you let a home after 1 October 2008. An EPC is only required for a property which is self-contained, and is valid for 10 years. You do not have to act on the recommendations contained in the recommendation report. However, if you decide to do so, then it could make your property more attractive for sale or rent by making it more energy efficient.

12. We strongly recommend that you tell your insurers when we let the property for you. You should seek specific advice from an Insurance Professional about insurance cover that makes sure that you and we do not have a liability in the event of the tenant or any visitors being injured in the property. You should seek advice about all other insurance needs from an Insurance Professional before you let the property. We do not provide advice on insurance matters and it

is your obligation to make sure that you are covered for all eventualities. Our Tenancy agreement does provide that you are only liable for the tenants' belongings if they are damaged as a consequence of your actions.

13. 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 the following options.
 - *The garden must be maintained according to the time of year.* We recommend this if there is not much garden and it just needs to look tidy.
 - *The tenant must mow the lawn, trim the hedges and weed the garden regularly.* 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.
 - *You provide a gardener and pay 75% of the cost of this, and the tenant must pay 25% of 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.
14. 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.***
15. When we are ready to market the property, we will use our database of possible tenants, advertise the property on our listings, in newspapers, and put the details in our windows. We will place details on our website, www.homes4u.co.uk, and on rightmove. **We will do any or all of these depending on market conditions.**
16. We will give you advice about the rent you are likely to get for the property, and agree a rental figure at which we will advertise the property.
17. You must tell us about any items that are currently in the property but which will not be included in the new tenancy. If you have any items in the property or garden that are valuable or have sentimental value to you, we advise you to remove them before we arrange viewings.
18. You must tell us beforehand about any tenants you may not want, for example, smokers, people with pets, people on Housing Benefit and so on.

19. When we find a suitable tenant, we will request proof of ID, a work reference for professional tenants or proof of academic status from student tenants along with a guarantor (a person who will commit to paying their rent if they fail to do so). We can also contact a credit reference agency to make checks about them. 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. We will inform you of our charges for this at the time. **Please remember that references give details of their past behaviour. 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. **No future liability attaches to the agent in respect of tenant references provided the agent has acted with reasonable care and skill in performing their contractual obligations.**
20. We will tell you when we find a suitable tenant and ask you for instructions about the length of tenancy you want us to offer them, and the date you want the tenancy to start.
21. At your request we will prepare an assured shorthold tenancy in line with your instructions, and get all the tenants to sign it. We will inform you of our charges for this at the time, if applicable.
22. When we have found a tenant, we advise you to prepare details of the condition of the property and a list of its contents. You should agree this list with the tenant. You should seek professional advice about insuring the contents. You should remove from the property any items which have sentimental value to you, and any items which are not included in the tenancy before showing prospective tenants around the property. Where possible we recommend that you take photographs with time and date references of all interior rooms and of the exterior of the property to evidence its condition.
23. We will take the first month's rent in advance, and five week's rent as a deposit, and we will wait until this is in cleared funds before the tenancy can start. Once the funds have cleared, we can pay monies to you by cheque.
24. We recommend that where there is a gap of two weeks or more between the date of deposit payment by the tenant/s, and the start date of the tenancy, we take the deposit as 'holding', to become 'tenancy deposit' upon the commencement of the tenancy. This affords both you and the tenant/s protection in the event that the

tenancy falls through during the 'invitation to treat' period. It also means that the Tenancy Deposit Regulations are not enacted until a tenancy agreement is signed, and has commenced. If you wish homes4u to take and retain a holding deposit on your behalf until the commencement of the tenancy, please indicate below.

25. You agree to pay our fees and expenses in full within seven days of receiving a demand for payment.
26. You agree to pay us any legal costs and damages we suffer as a result of you breaking any of your responsibilities as landlord.

27. Our fees for this **FULL-LETTINGS SERVICE** is a fixed fee equal to one week's rent for STUDENT LETS and half a month's rent for PROFESSIONAL LETS. The fees will be deducted from the money received from the tenant and the balance will be sent to you. VAT will be added at the prevailing rate.
28. Accompanied Viewings are included in our PROFESSIONAL fee. There is an additional charge of £150 +VAT for all viewings until let on top of our STUDENT fee.
29. THESE FEES ARE PAYABLE FOR MATCHING YOU WITH TENANT/S, AND ARE STILL APPLICABLE IF YOU CHOOSE TO COMPLETE NEGOTIATIONS AND/OR TENANCIES DIRECTLY YOURSELF.

30. This agreement will end immediately if you withdraw your instructions IN WRITING before we find a tenant. Once we find a tenant who meets the criteria agreed between us when you instructed us, you must pay us the agreed commission.

31. You will have to pay our reasonable expenses if you do not deal with the issues raised in paragraphs 4 to 11, or if you let the property through another agent without telling us, and we have also found a tenant for you. You will also have to pay our fees if you offer a tenancy to anyone we have introduced to the property. If you withdraw this instruction, and we have had to return an administration charge to a possible tenant as a result, you agree to repay us that administration charge.

The agent has the right to assign this agreement as long as the rights of the landlord are not materially affected.

I do/do not want homes4u to take a holding deposit on my behalf. I understand that homes4u will retain the deposit funds until such a time as the tenancy commences, and the holding deposit becomes a tenancy deposit, subject to protection regulations.

I agree to the terms and conditions above and confirm that I have had the opportunity to seek legal advice about my responsibilities under this agreement.

YOUR SIGNATURE:

YOUR ADDRESS:

YOUR TELEPHONE NUMBERS:

YOUR E-MAIL ADDRESS:

DATE:

SIGNATURE ON BEHALF OF HOMES4U:

PRINT NAME:

DATE:

PROPERTY ADDRESS		PROPERTY FEATURES					ADVERTISED		
1	No.	Building/Street		Type	Beds	Doubles	Furnished	Other Features	Rent
	Area	Postcode	Separate Lounge	No. Bathrooms	M/Wave	Dish washer			
	VIEWING ARRANGEMENTS: h4u viewing fee paid/ tenants/name & mobile (Please provide current tenant details overleaf)		Washing Machine	Burglar Alarm	Garden	Parking			Date Available
2	No.	Building/Street		Type	Beds	Doubles	Furnished	Other Features	Rent
	Area	Postcode	Separate Lounge	No. Bathrooms	M/Wave	Dish washer			
	VIEWING ARRANGEMENTS: h4u viewing fee paid/ tenants/name & mobile (Please provide current tenant details overleaf)		Washing Machine	Burglar Alarm	Garden	Parking			Date Available
3	No.	Building/Street		Type	Beds	Doubles	Furnished	Other Features	Rent
	Area	Postcode	Separate Lounge	No. Bathrooms	M/Wave	Dish washer			
	VIEWING ARRANGEMENTS: h4u viewing fee paid/ tenants/name & mobile (Please provide current tenant details overleaf)		Washing Machine	Burglar Alarm	Garden	Parking			Date Available

Please Complete An Additional Form for More Properties

LANDLORD DETAILS

Full Name	Telephone Number	Signature	Date Registered
E-Mail Address			

FOR OFFICE USE ONLY:

Branch Registered
Date Registered by Landlord
Date Registered on System
Checked by Manager

PLEASE NOTE THAT IT IS A LEGAL REQUIREMENT THAT YOU HAVE AN ENERGY PERFORMANCE CERTIFICATE BEFORE YOU ADVERTISE A PROPERTY TO LET. IF YOU HAVE A CURRENT EPC, PLEASE ATTACH A COPY FOR EACH PROPERTY. IF NOT, PLEASE TICK TO

CONFIRM THAT YOU HAVE ORDERED AN EPC AND WILL PROVIDE A COPY

This registration form will only be accepted along with a Signed Residential Lettings Service Agreement. By signing this Registration Schedule, You agree to all of the terms and conditions set out in the agreement. Please contact us if you do not have a copy

HOLDING DEPOSIT AGREEMENT

This is a legal agreement. Do not sign it without reading it. When you sign this document, you are agreeing to all the conditions in it.

Make sure it contains everything you want to agree to, and nothing you do not want to agree to.

Definitions

You/The Applicant: _____ (full name/s)

The Landlord: _____ (full name/s)

The Property: _____ (address)

homes4u:

homes4u is the trading name of homes4u Group Limited (CRN4051078) whose registered office is at 414 Wilmslow Road, Withington, Manchester M20 3BW

No liability attaches to homes4u, its directors, officers or employees in respect of any breaches by the Landlord of its obligations under this agreement or any obligations in respect of the Property imposed upon the Landlord by Act of Parliament or Statutory Instrument.

Agreement

You have paid a holding deposit of £ _____

homes4u will hold this sum on behalf of You and The Landlord until _____, the start date of the agreed tenancy.

In the event that the tenancy commences as agreed on or after this date, this sum will continue to be held as per the terms of the tenancy agreement, as a tenancy deposit, subject to tenancy protection legislation.

After the start date of the tenancy, the deposit money; its protection and any refunds are the responsibility of The Landlord.

If homes4u receives written notification that either The Landlord or Applicant does not wish to, or for any reason cannot, proceed with the agreed tenancy, and/or **the tenancy does not commence as agreed**, the money will be paid over as follows:

The Applicant Cancels:

- The Holding Deposit **will be retained** to cover the following:
 - homes4u fees paid or payable by The Landlord in respect of the agreed tenancy.
 - Any loss in rent suffered by The Landlord due to cancellation
- Any refund due will be made within 10 days following the start date of the agreed tenancy, or within 10 days following the payment of a deposit by an alternative applicant for The Property, whichever is sooner.

Please Note:

Cancellation includes failure to provide and/or complete all required tenancy paperwork and payments within 10 days of deposit payment. The following must be provided by all tenants on an agreement:

- An appropriate UK based guarantor
- Photo- proof of Guarantor ID and address
- *(or if a Guarantor is not available, advanced rent for the term of the tenancy)*
- Student ID (not NUS)
- Signed Tenancy Agreements
- Standing Order for Payment of Rent
- First month's rent and/or retainer cheques.

The Landlord Cancels:

- The Holding Deposit will be fully refunded to The Applicant
- The Landlord will refund Agency Fees paid to The Applicant
- The Landlord will pay all Letting and Contract Fees due to homes4u

Signed:

Print:

Date:

THE TENANT/S

Signed:

Print:

Date:

THE LANDLORD