



HOMEFINDERS
Residential Lettings & Property Management



AGENCY AGREEMENT

T: 01884 33094 E: lettings@homefindersdevon.co.uk

HomeFinders (Devon & Somerset) Ltd, 4 High Street, Cullompton, Devon, EX15 1AA Registered In England: 04640120

www.homefindersdevon.co.uk

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AGENCY AGREEMENT

HomeFinders (Devon and Somerset) Limited

Agency Agreement between HomeFinders (Devon and Somerset) Limited
Registered In England: 04640120. 4 High Street, Cullompton, Devon, EX15 1AA.

and

Landlord's name/s: (all joint landlords)

Landlord's address: (current address)

Address:

Postcode:

Landlord's address: (during the tenancy, if different from above)

Address:

Postcode:

Telephone:

Mobile:

Email address:

Address of property to let:

Address:

Postcode:

Unique Property Reference number (UPRN):

Landlord identifier(s) on the Property Database (when applicable):

Property identifier on the Property Database (when applicable):

Redress Scheme membership numbers for all landlords (when applicable):



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This agreement has been signed by the Agent. The agreement will commence on the date the Landlord, confirms, in writing, their agreement to the terms.

This agreement forms the agreement between Homefinders (Devon & Somerset) Ltd and the Landlord specified above. It sets out in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord.

Definitions and interpretation:

- The "Landlord", "you", or "your" means the person or persons named above as Landlord of the subject Property and will include any others with a legal interest in the Property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- The "Agent", "we" or "us" means Homefinders (Devon & Somerset) Ltd.
- The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- The "Property" means the Property noted above as the address of the Property to be let including all outbuildings, grounds, fences, boundaries etc.
- The headings in this agreement are for assistance in reading it only and do not form part of the agreement.

If the deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in appendix C apply. Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

In the following paragraphs, the level of service stated only includes the items in the list. No other service is included within that level of service. Please discuss with us if you need any additional services, which may involve a charge.

The following are applicable to all tenancies regardless of which deposit scheme is used:

1. Service levels

1.1 Our Introduction Only Service (A)

- The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- The Landlord will arrange for the legally required checking, paperwork and other legal requirements associated with the Property and tenancy. This may include, but is not limited to, the initial and ongoing requirement for a gas safety record, an energy performance certificate, electrical installation testing, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable), a legionella risk assessment and licensing requirements. This element does not apply to the following levels of service.
- For Introduction Only Service landlords, once contact is made by a prospective tenant, the Agent will put the prospective tenant in contact with the Landlord who will then arrange all viewings and tenancy paperwork. This element does not apply to the following levels of service.
- The Landlord will need to comply with deposit legislation and any checks necessary under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972. This element does not apply to the levels of service detailed in our other levels of service.
- Additional services are available for a fee.

Tenancy Documentation Service (B)

- The Agent will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- The Agent will sign up the Tenant and collect any money due, giving the Tenant copies of appropriate paperwork if required by the landlord.
- For Introduction Only Service landlords, once contact is made by a prospective tenant, the Agent will put the prospective tenant in contact with the Landlord who will then arrange all



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viewings and tenancy paperwork. 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.

1.2 Our Let Only Service

In addition to the Introduction Only Service provisions:

- In order to comply with legislation, the Agent will arrange for the pre-tenancy checking, paperwork and other requirements associated with the Property. This may include, but is not limited to, the initial, but not ongoing, requirements for, where applicable: a gas safety record, an energy performance certificate, electrical installation condition report, a fire risk assessment, an asbestos risk assessment and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the Agent on instruction and no later than the start of the tenancy. This element is amended for the Full Management Service.
- The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- Once a prospective tenant is found who is interested in the Property, they will be asked to complete application information giving details about themselves.
- The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- The Agent agrees to carry out any necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 before the initial occupation is granted. The Agent will not permit the occupation of the Property by any

Tenant or other relevant occupier who cannot demonstrate a valid Right to Rent. For Let Only landlords, the Landlord will be responsible for any further necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.

- On receipt of references, the Agent will set up the necessary paperwork to let the Property on an appropriate tenancy or licence.
- The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the Property at the move in.
- The Agent will sign up the Tenant and collect any money due, and give the Tenant copies of the appropriate paperwork.
- The Agent will account to the Landlord after the start of the tenancy.
- If a deposit has been collected and requires protection 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 receive evidence within 10 days, we will protect the deposit in order 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. This element is amended in our Full Management Service.
- We will not be responsible for checking the licensing status of the Property under Parts 2 and 3, Housing Act 2004 or confirming that you have appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.
- For Let Only Service landlords, the Agent will send the Landlord the funds, less expenses, and the paperwork once the tenancy has started. This element does not apply to the following levels of service detailed in 1.3 and 1.4.

1.3 Our Letting and Rent Collection Service

In addition to the Let Only Service provisions:

- The Agent will use reasonable endeavours



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to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.

- In order to minimise our environmental impact, we will email rent statements and invoices to the email address stated on page 1 of this agreement, unless otherwise requested.
- The Agent agrees to account to and pay the Landlord any rent collected less fees or other charges due.
- If the Landlord resides or is incorporated overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting the basic rate of income tax or the equivalent sum for companies. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra charge will apply, as per the Scale of Charges, to cover the cost of the extra work involved.

1.4 Full Management Service

In addition to the Letting and Rent Collection Service provisions:

- The Agent will use its reasonable endeavours to arrange minor repairs, general maintenance and replacements to the Property without consulting the Landlord up to the value of one month's rent. All costs will be borne by the Landlord. The Agent will not be responsible for damage or loss incurred to the Property, Tenant or the Landlord in the event of repairs, general maintenance or replacements not being carried out unless there has been any negligent act by the Agent.
- In addition to the responsibilities in our Let Only Service, the Agent will be responsible for the ongoing requirements for, where applicable: a gas safety record, an energy performance certificate, electrical installation condition report, portable appliance testing, a fire risk assessment, an asbestos risk assessment and a legionella risk assessment. All costs will be borne by the Landlord.

- The Agent will make reasonable efforts to carry out periodic visits to the Property no less frequently than annually, subject to circumstances beyond our control, Tenant refusal etc. and send a report to the Landlord. Such visits and reports can only be regarded as general oversight of the Property and its care by the Tenant and will only detect matters which are obvious on a cursory visual inspection. The Agent does not accept responsibility for any actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day-to-day matters arising.
- The Agent will use reasonable endeavours to assist with recovering possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the timescale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous Tenants undertaken on the Landlord's instructions.
- Unless otherwise agreed, if a deposit has been collected and requires protection, the Agent will protect the deposit and negotiate the return of the deposit at the end of the tenancy. If a dispute is raised then the Agent will assist the Landlord in the deposit dispute process.

1.5 All Levels of Service

- The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.



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- The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing, and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
- If the Agent feels it will provide better service, the Agent can arrange to instruct sub-agents to assist in the marketing or management of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

2. The Landlord Agrees and Confirms:

- 2.1 That the Landlord will provide evidence in the form of a land registry entry or other that the Landlord is either the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as Agent for the Landlord of the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.
- 2.4 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.5 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 2.6 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.7 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.8 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the freeholder's consent prior to the letting.
- 2.9 That the Landlord has consent from all necessary persons, including any legal or beneficial owners to instruct the Agent and let the Property.
- 2.10 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.
- 2.11 By agreement with the Tenant, and subject to any statutory limitations, the Agent may agree that the tenancy agreement and relevant documentation may be signed electronically.
- 2.12 That the Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room as specified by legislation, and, if not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense.
- 2.13 That the Landlord confirms that they are not subject to a Banning Order.
- 2.14 That the Landlord will notify the Agent, at the earliest opportunity but within seven days, if the address or residency status or any other details of the Landlord, or any joint Landlord changes.
- 2.15 That the Landlord will provide all and any material information requested that may affect a consumer's decision, before the Property can be marketed.
- 2.16 That neither the Landlord nor any joint Landlord, nor any beneficial owners of the Property, are designated or a specified person or entity under the Sanctions and Anti-Money Laundering Act 2018.
- 2.17 That the Agent is not responsible for the management of the building or communal areas of the building where it comprises of more than one property. Any agreement to manage the building and / or the communal areas would be subject to a separate agreement.



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3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will use its best endeavours to notify the Landlord whether or not the Property requires a licence under an existing or new

licensing scheme under the Housing Act 2004. Where a licence is required, and a licence has not already been issued, the Landlord will apply for the licence and pay the applicable fee. The Landlord will apply for a renewal of the licence in good time, when this is needed. The Landlord will provide the Agent with a copy of the licence or confirmation from the local authority that a licence application has been received, before the new scheme is in force, before the Property is first let or before the licence is due for renewal, as appropriate. The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any fines or other penalties as a result of the Landlord's failure to make an application for, or renew, a licence and pay the fee.

4. Financial Matters:

- 4.1 The Landlord will compensate and reimburse the Agent for all costs and expenses, penalties, claims or liabilities incurred or imposed upon the Agent including anything awarded by a court in connection with the management of the Property under this agreement, unless the loss or liability arises through negligence or breach of contract on the part of the Agent.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair, the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy, law and rental market permits.
- 4.5 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



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to tenants while acting on the Landlord's behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.

4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.

4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.

4.8 Where the Tenant is in receipt of benefits, the Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any requirement to refund benefits.

4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.

4.10 The Landlord will pay and reimburse (refund to the Agent) the Agent for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.

4.11 If a holding deposit, as permitted by the Tenant Fees Act 2019, is held by the Agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.

4.12 For the Let Only level of service and above, the tenancy deposit will be processed in accordance with the requirements of the deposit protection legislation.

4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.

4.12.2 If the deposit is to be held by the Agent, it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.

4.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the

Tenant, the decision of an adjudicator or an order of the court.

4.12.4 The Agent will try and assist in resolving any dispute.

4.12.5 During a dispute, the liability to pay for cleaning, repairs etc. will remain with the Landlord. Any award made to the Landlord post-adjudication will be paid over once received.

4.12.6 If the Agent holds a deposit under an insured scheme, the Agent will have to pay the deposit into the scheme once a formal dispute is raised.

4.12.7 If the deposit is not required to be protected by legislation, the Agent will retain the deposit during negotiations on the refund, pending agreement or a court order.

4.12.8 For avoidance of doubt, the Agent will hold the deposit as stakeholder and will be entitled to retain any interest earned on the deposit.

4.13 The Landlord will repay any overpaid rent paid, as required by law, following the expiry of a tenancy and upon vacant possession being returned by the tenant.

4.14 The Agent may take any money owed to it by the Landlord from any money they hold for or on behalf of the Landlord for any of their properties.

5. Notices:

5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, they may cancel by completing the form found at the end of Appendix B below.

5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses. If a Tenant who is ready, willing and able to enter into a tenancy, is introduced during the Agent's period of instruction, or as a result of their marketing activity, where the Tenant is introduced through the Agent, the minimum fee that would be payable will be the fee for the



Requirement for a Guarantor

In some circumstances we may require that the Prospective Tenant is able to offer a Guarantor. This may be because: e.g. the Tenant is a student; the Tenant has a poor credit history; the Tenant's income is not sufficient to cover the rent and other outgoings.

In order for someone to qualify as a Guarantor they must: be a resident in the United Kingdom; be a homeowner in the United Kingdom; have a clean credit history; must earn at least three times the monthly rent.

The Guarantor will: have to be referenced and credit checked; provide proof of ID and residence.

The extent of the Guarantor's liability is expressed in: the Guarantor clause and sub clauses in the tenancy agreement; the Guarantor agreement.

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 agreement.)

The Landlord, or anyone signing on behalf of the Landlord, confirms that the information provided is accurate to the best of their knowledge and belief.

Name:

Signed:

Date:

Name:

Signed:

Date:

Landlord / or for and on behalf of all joint Landlords of the Property

Dated:

Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.

Signed by Agent:

Date:

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Let Only Service, plus other expenses incurred, such as the gas safety check.

5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving a minimum of one month's notice to allow for the orderly handover of the Property.

5.2.1 Please note that the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.

5.2.2 In the event of cancellation during a tenancy, the minimum fee payable will be worked out as follows:

5.2.2.1 The let only fee, if no management has been undertaken.

5.2.2.2 The appropriate daily rate of the management fee, subject to the minimum of the Let Only Service fee, if the total paid for management has not already exceeded this amount.

5.2.2.3 In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.

5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another agent.

5.4 Notice can be posted first class, recorded delivery, sent electronically or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various:

6.1 Any variation to this agreement must be agreed in writing between the parties. At least one month's notification will be provided.

6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.

6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.

6.4 This agreement will continue until ended in accordance with clause 5.

7. Data Protection

7.1 The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.

7.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.

7.3 The Landlord will also be a controller in respect of the Tenant's and other personal data and should pay the data protection fee, have a current registration with the ICO and process all data in accordance with the UK General Data Protection Regulations. The Landlord is responsible for paying the data protection fee and ensuring that they hold a registration with the ICO. The Landlord will be liable for any penalties for non-compliance with the Landlord's responsibilities.

8. Business Safeguards

8.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme - The Property Ombudsman - and their website address is www.tpos.co.uk. Further contact information can be found on their website.

8.2 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaints procedure, a copy of which is available upon request.

8.3 From 1 April 2019 letting agents are required to have Client Money Protection. Our provider is Money Shield and their website is money-shield.co.uk. Further contact information can be found on their website. A copy of our Client Money Protection Certificate is available upon request and is on our website.

8.4 A requirement of the Client Money Protection provider is to hold and maintain professional indemnity insurance. Details of our insurance are displayed in our office and are available upon request.



If you wish to instruct us, we can only proceed upon receipt of this agreement duly signed and the information requested in this Pack.

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

- ☐ Introduction Only / Tenancy Documents
- ☐ Let Only
- ☐ Letting and Rent Collection
- ☐ Full Management Service

Please tick the box where applicable. If there is no box to tick, please speak to us if you would like our help with the item.

Have you notified the insurer of the Property that it is to be let? ☐ Yes ☐ No

Are you the legal owner of the Property, or have authority to be letting the Property? ☐ Yes ☐ No

Have you instructed other agents to market the Property? (If so, you agree to let us know if you find another tenant through another source). ☐ Yes ☐ No

Do you have permission from any mortgage lender (please provide a copy of that permission to the Agent)? ☐ Yes ☐ No

Are all soft furnishings at the Property compliant with the current fire safety regulations and has all non-compliant furniture been removed from all parts of the Property? ☐ Yes ☐ No

Do you require details of the Rent Guarantee and Landlord's Legal Expenses Insurance. ☐ Yes ☐ No

SCALE OF CHARGES

VAT is payable at the prevailing rate (currently 20%) on all our fees. In accordance with consumer legislation, it is quoted as included in the prices stated below. If the VAT rate changes, the price charged will change accordingly. An amount payable under a percentage fee will go up or down depending on the agreed rent level. Fixed fees will remain the same regardless of the rent level agreed.

Introduction Only Service **£180 Inc VAT (£150 + VAT)**
payable for each letting where the tenant is introduced through the Agent.

Documentation Service **£420 Inc VAT (£350 + VAT)**

Tenant Find Service **72% Inc VAT (60% + VAT)**
of the first month's subject to a minimum of £660 Inc VAT (£550 + VAT)
for each letting where the tenant is introduced through the Agent.

Letting and Rent Collection Service **8.4% Inc VAT (7% + VAT)**
of the rent received with an initial set up fee payable for each letting
of 60% Inc VAT (50% + VAT) of the first month's rent subject to a
minimum of £540 Inc VAT (£450 + VAT), deducted by the Agent.

Full Management Service **13.2% Inc VAT (11 % + VAT)**
of the rent received with an initial set up fee payable for each letting
of £330 Inc VAT (£275 + VAT), deducted by the Agent.

Premium Management Service **16.8 % Inc VAT (£14 % + VAT)**
of the rent received with an initial set up fee payable for each letting
of £330 Inc VAT (£275 + VAT), deducted by the Agent.

The fees under the above service are payable when any individual or organisation enters into an agreement to rent the Property as a result of our promotion, introduction, or viewing by the Agent.

Additional Charges

Serving Section 8 Notices **£240 Inc VAT (£200 + VAT)**
(Included within our Full Management and Rent Collection Service).

Right To Rent Check **£30 Inc VAT (£25 + VAT)**
(Included within our Full Management and Rent Collection Service and Let Only Service).

End of Tenancy Check-Out **£180 Inc VAT (£150 + VAT)**
(Included within our Full Management Service).

Property Inspection **£120 Inc VAT (£100 + VAT)**
(Included within our Full Management Service).

Deposit Registration and Compliance **£120 Inc VAT (£100 + VAT)**
(Included within our Full Management and Rent Collection Service and Let Only Service).

Deposit Dispute **£180 Inc VAT (£150 + VAT)**
(Included within our Full Management and Rent Collection Service).

Serving Section 13 Notices **£60 Inc VAT (£50 + VAT)**
(Included within our Full Management and Rent Collection Service).



SCALE OF CHARGES

Schedule of Condition & Inventory

(Included within our Full Management and Rent Collection Service and Let Only Service).

1 Bed	£120 Inc VAT (£100 + VAT)
2 Bed	£180 Inc VAT (£150 + VAT)
3 Bed	£240 Inc VAT (£200 + VAT)
4 Bed	£300 Inc VAT (£250 + VAT)
5 Bed	£360 Inc VAT (£300 + VAT)

Rent review

(Included within our Full Management and Rent Collection Service).

Section 13 notice service	£120 Inc VAT (£100 + VAT)
Tribunal case paperwork	£240 Inc VAT (£200 + VAT)
Tribunal attendance fee	£300 Inc VAT (£250 + VAT)

Tenancy Renewal Service (change of tenancy)	£300 Inc VAT (£250 + VAT)
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Legionella Risk Assessment (LRA)	£48 Inc VAT (£40 + VAT)
Energy Performance Certificate (EPC)	£114 Inc VAT (£95 + VAT)

Void period property inspection (per visit)	£60 Inc VAT (£50 + VAT)
Major works fee	£180 Inc VAT (£150 + VAT)
Land Registry check (where not provided by the Landlord)	£30 Inc VAT (£25 + VAT)

Written statement	£120 Inc VAT (£100 + VAT)
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Minimum Fee

In the event of cancellation during a tenancy, the minimum fee that would be payable will be the fee for each day the Agent has managed the Property, if any, based on the Full Management charges above, subject to a minimum level of the fee for the Let Only Service, plus other expenses incurred, such as the gas safety check.

VAT is payable at the prevailing rate on all our fees. It is included where a fixed amount is quoted but where a percentage is applied to a figure the percentage will be plus VAT.

Other Income

(All fees are per property unless otherwise stated).

Referral Fee Disclosure

**We do not receive
or request referral fees**



TENANT SCALE OF CHARGES

Payments permitted under the Tenant Fees Act 2019 by Tenants or under a relevant Housing Act 1988 tenancy.

Rent	Payable monthly in advance (unless agreed otherwise).
Default fee for late payment of rent	Rental payments overdue by more than 14 days will be subject to interest at an annual percentage rate of 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.
Deposit	Payable before the start of the tenancy and held under a Government-approved scheme for the duration of the agreement. It will be repaid in full provided all obligations have been fulfilled. The deposit will be subject to a maximum of five weeks' rent for an annual rent of up to £50,000 and a maximum of six weeks' rent for an annual rent over £50,000.
Holding deposit	Equivalent to one week's rent (as statutorily prescribed). This will be withheld if the Tenant does not have the right to rent, or any relevant person (including any guarantor(s)) withdraws from the tenancy, provides materially significant false or misleading information, or fails to sign their contract ~ (and/or guarantor agreement) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
Default payments	If the Tenant breaches any of the requirements of the agreement, the Tenant may be liable to pay the Landlord for any losses incurred as a result of: a failure by the Tenant to make a payment by the due date to the Landlord or, a breach by the Tenant of a term of the contract, both subject to any statutorily prescribed limits. The losses the Landlord may claim may include, damages, costs, charges and expenses incurred as a result of the breach that the Landlord was unable to mitigate to put the Landlord back in the same position as had the Tenant not breached the agreement.
Variation of agreement	£50.00 including VAT unless the actual costs reasonably incurred exceed £50.00, when it will be the actual costs incurred; written evidence of the actual cost will be provided.
Early termination	Without granting a right to do so, should the Tenant wish to leave their contract earlier than a valid notice served by the Tenant would allow and the Landlord agrees, they will be liable to pay the Landlord's losses and the Agent's reasonable costs in re-letting the Property, as well as all rent due under the tenancy until the start date of the replacement tenancy (capped at no more than the maximum of rent outstanding on the tenancy) or until the expiry of the Tenant's valid notice.
Council Tax	Payable to the billing authority, if the Tenant is liable.

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Utilities	Including water, sewerage, gas (or other heating fuel) and electricity including any Green Deal costs) payable in respect of the dwelling, and if required in the tenancy agreement. This may be payable to the Landlord or to the utility provider.
Television licence	Payable to the Landlord or the British Broadcasting Corporation, as required in the tenancy agreement.
Communication services	Payable to the Landlord or a provider of: internet, cable or satellite television, telephone services, other than mobile, as required in the tenancy agreement.
Loss of keys or other security device	The actual costs, as evidenced by invoice or receipt, related to a breach of contract leading to the requirement for a lock to be added or replaced or a key or other security device giving access to the Property to be replaced.
Missed appointments	Losses, as evidenced by invoice or receipt, suffered by the Landlord if the tenant fails to attend appointments agreed by the Tenant and arranged by the Agent or Landlord for contractors or others to attend or to carry out work at the Property.
Avoidable, accidental or purposeful damage to the Property	The Tenant will be liable for any losses, as evidenced by invoice or receipt, suffered by the Landlord as a result of neglect or wilful behaviour by the Tenant or their guests resulting in damage to the Property.
Emergency/out of hours call-out fees	Any losses or additional losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the Tenant arranging an emergency, out of hours contractor call-out where the work was not an emergency or the works were required as a result of the Tenant's actions.
Pet Insurance	Where permitted, the reasonable cost of the Landlord having insurance where the landlord consents to keeping of a pet, or, if the Landlord agrees, the Tenant maintains a pet insurance policy.



HOMEFINDERS
Residential Lettings & Property Management

HomeFinders, 4 High Street, Cullompton, Devon, EX15 1AA T: 01884 33094 E: lettings@homefindersdevon.co.uk

www.homefindersdevon.co.uk

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Appendix A

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 Section 1 of this agreement.
- (b) The trading name of the company is HomeFinders (Devon and Somerset) Ltd
- (c) The company can be contacted at:
HomeFinders (Devon and Somerset) Ltd
4 High Street, Cullompton, Devon, EX15 1AA
Telephone: (01884) 33094,
Email: lettings@homefindersdevon.co.uk
- (d) and (e) We do not act on behalf of another trader
- (f), (g), (h) and (j) See attached "Scale of Charges"
- (k) See attached "Complaints Procedure"
- (l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.
- (n) The costs involved with invoking a right to cancel can be found in Appendix B.
- (q) We have ongoing after sales service available via our website or through contact details listed in (c) above.
- (r) We are a member of The Property Ombudsman and the relevant codes can be found here:
www.tpos.co.uk/about-us/codes-of-practice/
- (s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.

Appendix B

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, HomeFinders (Devon and Somerset) Ltd
4 High Street, Cullompton, Devon, EX15 1AA
telephone: (01884) 33094, fax: (01884) 33092
email: lettings@homefindersdevon.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

If a reimbursement is due, 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.

If a reimbursement is due, 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 your cancellation from this contact, in comparison with the full coverage of the contract.



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Cancellation Form

To HomeFinders (Devon and Somerset) Ltd 4 High Street, Cullompton, Devon, EX15 1AA
tel: (01884) 33094, email: lettings@homefindersdevon.co.uk:

☐ I ☐ we hereby give notice that

☐ I ☐ we cancel ☐ my ☐ our contract for the supply of the following service:

Ordered on:

Name of consumer/s:

Address of consumer/s:

Signature of consumer/s: (only if this form is notified on paper)

Date:

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HomeFinders (Devon and Somerset) Limited

General Data Protection Regulations

The Landlord agrees that any personal data provided to them by the Agent, such as tenant details, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, that such personal data is disposed of securely. The Landlord further agrees, that they will fully cooperate with the Agent in the event a Subject Data Access Request is received, and to compensate the Agent for any liability incurred through a failure of the Landlord to adhere with the General Data Protection Regulations.

Privacy Notice

Data Controller:

HomeFinders (Devon & Somerset) Ltd

Registered Office: 4 High Street, Cullompton, Devon EX15 1AA

Registered In England: 04640120

Telephone: 01884 33094

ICO Registration Number: Z9116198

Your Personal Data

We will hold and process your personal data for contractual and/or legitimate reasons. Therefore, your personal data will be shared with third parties to include but not limited to the tenants, any guarantors, contractors, software providers, tenancy deposit schemes, local council and utility companies to ensure the efficient management of your property. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected with the management of your property without your explicit consent.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or email which will be actioned within 7 working days of receipt.

Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.



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