

KEATS LETTING -AGENCY

AGREEMENT AND TERMS OF BUSINESS

Sole Letting Rights and Ready, Willing and Able Tenant

Keats Letting Limited is a member of the Property Ombudsman and subscribe to their Code of Practice for Residential Letting Agents. For more information, please visit their website at www.tpos.co.uk.

The Landlord and his successors in title hereby appoint **Keats Letting Limited** (hereinafter referred to as 'the Agent') to undertake the duties of letting agent in respect of the property for arranging a tenancy and managing the Property (if applicable).

Office Address:

26 High Street,
Haslemere
Surrey
GU27 2HW

Contact Details:

01428 641111

Company Registered No:

02897515

Address of Property to Be Let:
(Hereinafter referred to as 'the Property')

Landlord Name:

(Please note this must be the owner of the Property as shown on the title deeds)

Correspondence Address:

Telephone - Home:

Telephone - Mobile:

Telephone - Work:

Email Address:

Please note that our preferred method of contact is via email.

BANK DETAILS – for payment of rent

Bank Name:

Account Number:



Account Name:

Account Sort Code:

Bank / Building Society Address:

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Services We Offer

 <p>Full Management</p>	 <p>Find A Tenant</p>
<p>Marketing We will take a full set of colour photographs and produced a marketing brochure. We will upload the brochure and additional property details onto own Keats website at www.keats.biz in addition to recognised market-leading property portals, including Rightmove and On the Market, to which we subscribe; we also provide coverage via social media. We produce window cards and print brochures to advertise locally and, unless you object in writing erect boards to further promote your property. We will follow-up on all enquiries to enable us to best convert those enquiries to viewings and provide you with feedback on all viewings undertaken. We will keep you appraised of any changes in the market place which may affect the letting of your property and suggest price reductions when necessary</p>	<p>Same as Full Management</p>
<p>Referencing We will advise you regarding all offers received and take your instruction to either accept or reject the offer. On your acceptance, we will instruct an independent specialist to carry out robust references on potential tenants for your property. Once referencing is completed, we will provide you with a full report which will include a credit check; verification of employment and salary or savings to confirm affordability and, where appropriate, references from the landlord at their current property. We also undertake initial Right to Rent checks and any subsequent requirements under the Immigration Act 2016. For applicants who cannot verify sufficient income , we will also reference a guarantor, who will be both able and liable to pay the rent and cover any loss suffered under the terms of the tenancy should the tenant fail to do so.</p>	<p>Same as Full Management. However, you will be required to undertake any future Right to Rent checks once the tenancy has commenced. We will advise you at the commencement of the tenancy if any of the occupiers have a time limited right to rent.</p>
<p>Gas and Electrical Checks Should your property have gas, a gas safety record will have to be issued by a Gas Safe registered engineer before your Tenants can be requested to sign the tenancy agreement. This is a legal requirement and can be arranged by us on your behalf for a fee (the fee can be found on page 5). A gas safety record will then have to be carried out annually to ensure that the property is gas safe. This can also be arranged by us (the fee can be found on page 5). Electrical checks can also be carried out on your property if requested as you have an obligation to ensure the safety of the electrical system- they will become a legal requirement within the foreseeable future and may have to be renewed every 5 years</p>	<p>Same as Full Management, but we will only instruct (for an additional fee – see page 5) the initial gas safety record that is required before the Tenant is requested to sign a tenancy agreement. Once this has been undertaken, all subsequent gas safety records must be arranged by yourself on an annual basis and we suggest you make a diary note of the date to ensure this isn't missed.</p>

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<p>Photographic Inventory We will arrange for an inventory to be carried out at your property prior to your Tenants moving in. The inventory will take note of any possessions left in the Property, as well as the properties overall condition. This is then cross referenced with our inspection and check out reports to ensure that the Property is being maintained in accordance with the tenancy. If there are any issues, these can be raised during and at the end of tenancy.</p>	<p>Same as Full Management</p>
<p>Move In We will undertake to meet the Tenant at the Property, providing a move in pack, all keys where necessary and within reason showing the Tenant the locations of appliances, stop cock, meters, parking spaces and bin areas. As required by the law, we will also undertake to test the operation of the smoke alarms and any carbon monoxide detectors located within the Property and produce a check in report. Thereafter the tenant is liable for regular testing of the alarms/detectors and for renewing the batteries</p>	<p>Same As Full Management</p>
<p>Tenancy Agreements Tenancy agreements are drawn up between you and your Tenant 'subject to contract'. We use an electronic system to enable you to sign this yourself. In cases of emergency we as an agent can sign on your behalf. The agreement will outline the responsibilities of yourself and the Tenant, as well as any individually negotiated clauses you agreed upon. The length of the tenancy is normally for a period of 12 months but may contain a break clause option and have the legal provision to continue as a contractual periodic tenancy at the end of the fixed term.</p>	<p>Same As Full Management however we will not sign the tenancy agreement on your behalf</p>
<p>Inspection Visits Inspections are undertaken on your properties every SIX MONTHS. We will compare these reports against the inventory to monitor changes to the Property. Photographs will be taken where necessary and will be sent to you, along with the report shortly after. Please note that it is usually unlawful for us to photograph the tenant's personal effects</p>	<p>If you are on the find a Tenant service, property checks must be undertaken by yourself in agreement with the Tenants.</p>
<p>Utility Transfers We take care of your property's utility transfers. When a new Tenant moves into your property, we will use the services of a third party company to contact the relevant suppliers and get the responsibility changed into their name. Please be aware that although this is actioned promptly, the utility companies may take up to 2 months to adjust their billing system. If there is a void period between tenancies the responsibility will revert to your name.</p>	<p>You must arrange the utility transfers yourself.</p>
<p>Deposit & Disputes More information about how we deal with a deposit and any subsequent disputes can be found on Page 11.</p>	<p>We will collect the deposit on your behalf and submit the deposit to your authorised deposit scheme within the required timescale. Please provide your deposit scheme details - we cannot pass the deposit funds to you until we receive proof of your scheme account. If you require assistance in collating and submitting a dispute to the deposit scheme provider, our charge per hour can be found in the service level section on Page 6.</p>

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<p>Rent Set-Up & Collection</p> <p>The tenant will be provided with our bank details and the monthly date for all payments of rent. We will deduct our management fee and maintenance costs if applicable. Payment made for the first rental period will be made to you within 5 working days of tenancy commencement, other subsequent payments will be made within 3 working days of funds clearing with the Agent.</p>	<p>If you instruct us on a Tenant Find basis, we will provide the tenant with your bank details and the monthly payment date for the rent due. We will have no further involvement.</p>
<p>Legal Notices</p> <p>If for any reason, we are requested by yourself to serve a notice for possession, commonly a section 8 or section 21 notice (Form 6A), we will complete, sign and serve the notice on your behalf within 3 working days of such a request being received in writing by ourselves. Please be advised that you should leave no less than three working days between the notice being served and it being legally deemed as received by the tenant. Please note we do not serve any other legal notices and nor do we complete court paperwork on the expiry of the legal notice. We recommend consulting a solicitor if this is required.</p>	<p>If you require this service, then the fee charged can be found in the service level section on Page 7</p>
<p>Court Attendance</p> <p>We can, for a fee, attend any court hearing required however we are unable to speak on your behalf and you would need to be represented by legal counsel. These fees are detailed under the service level on page 5 of this agreement.</p>	<p>Not applicable.</p>
<p>Day-to-Day Management with the Tenant on your behalf</p> <p>We manage all communications with the tenant on your behalf. If there are any issues or general enquiries from the Tenants, we will be the main point of contact. We will then speak to you to agree a resolution.</p>	<p>We will not contact your Tenant after they have moved into your property.</p>
<p>Legionella Risk Assessment</p> <p>In accordance with the Health & Safety Guidelines 274 Part 2, a landlord is responsible for the checking and monitoring of all water systems in their properties. This means an initial check should be carried out to ascertain the risk level of Legionella. As with all advisory legislation we strongly recommend you consider carrying out these risk assessments. We can arrange for this to be undertaken by an appropriate person (details of the fee can be found on page 6)</p>	<p>Same As Full Management</p>
<p>Tenancy Renewals</p> <p>When a tenancy agreement is due to expire, we will contact both you and the Tenants to negotiate and arrange a tenancy renewal. Both parties must agree on the term length and rental amount. We will organise for the Tenant to sign the renewal tenancy. As the Agent, we will sign on your behalf. This service is in addition to the monthly management fee and details of the cost can be found on page 6</p>	<p>We will not contact you or your Tenant regarding renewing their tenancy agreement. We can however upon request prepare an agreement for you and your Tenants. Please refer to our service level on page 6 for the fee charged.</p>

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<p>Check-Out Process At the end of tenancy, we will instruct an inventory clerk to visit the property to assess its condition. We will then cross-check this with the inventory that was carried out prior to the tenancy. We will use this to determine if any deductions need to be made from the deposit. A copy of the report will be sent to you. We will then contact you to gauge your thoughts on the property's condition as well as to advise you whether you may need to visit the property yourself to contribute any additional findings. This service is in addition to our setting up fee and our monthly management commission. (Details of fees can be found on page 6)</p>	<p>We can arrange for an inventory clerk to undertake a check-out on your behalf if required. Please refer to the service level on page 6 for the fee charged.</p>
<p>Energy Performance Certificate (EPC) An energy performance certificate is required for us to market your property. If you do not have an EPC, we can arrange for one to be undertaken at your property for a fee which will be made up from the contractors charge plus our arrangement fee (please refer to our service level on page 6). PLEASE NOTE – FROM 1ST APRIL 2020 ALL RENTED PROPERTIES MUST HAVE AN EPC SHOWING A RATING OF A TO E INCLUSIVE</p>	<p>Same As Full Management</p>
<p>Smoke Alarm/Carbon Monoxide Detector Installation To ensure that your property is compliant with current legislation we will undertake a pre-tenancy inspection to ensure that your legal obligations are fulfilled completely. We can arrange for the installation of required units for an additional fee following this visit (please refer to our service level on page 6).</p>	<p>Same As Full Management</p>
<p>HMRC Non-Resident Landlord (NRL) Tax Submission If you reside outside of the UK and do not have NRL Tax exemption we will provide the HMRC with the required quarterly breakdown on your behalf. Please refer to the service level on page 6 for the fee charged.</p>	<p>Not applicable.</p>

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Service Level

All terms are quoted on a sole agency basis unless noted otherwise. Figures are quoted per property and are inclusive of VAT.

Please tick the box of the service you wish to use	 <input type="checkbox"/>	 <input type="checkbox"/>
Arrangement Fee	9% inclusive of VAT (7.5% plus VAT) of 12 months rent Based on your target rent this will be.....	9% inclusive of VAT (7.5% plus VAT) of 12 months rent Based on your target rent this will be.....
Management Fee	12% inclusive of VAT Based on your target rent this will be	n/a
Tenancy Renewal Fee	£150 inclusive of VAT	£150 inclusive of VAT
Inventory Cost	Included in arrangement fee	Included in arrangement fee
Check-Out Fee	(1 bedroom) £105, (2 bedroom) £125, (3 bedroom) £150, (4 bedroom) £165 and (5 bedroom) £180 – all prices are inclusive of VAT	(1 bedroom) £105, (2 bedroom) £125, (3 bedroom) £150, (4 bedroom) £165 and (5 bedroom) £180– all prices are inclusive of VAT
Court Attendance	£240 inclusive of VAT per hour	£240 inclusive of VAT per hour
Tenancy Deposit Dispute Fee	£240 inclusive of VAT	£240 inclusive of VAT
HMRC Non-Resident Landlord Tax Submission	£60 inclusive of VAT	n/a
Key Cutting Fees	£10.00 inclusive of VAT per key plus cost of cutting key	£10.00 inclusive of VAT per key plus cost of cutting key
Gas Safety Record	Subject to quotation	Subject to quotation
Periodic Electrical Installation Certificate	Subject to quotation	Subject to quotation
Legionella Risk Assessment	£120 inclusive of VAT	£120 inclusive of VAT
Smoke Alarm	Subject to quotation	Subject to quotation
Carbon Monoxide Detector	Subject to quotation	Subject to quotation
Battery	Subject to quotation	Subject to quotation
Energy Performance Certificate (EPC)	£120 inclusive of VAT	£120 inclusive of VAT
Rent Guarantee Protection	Subject to quotation Please note that we receive a commission of £15.00 from the policy provider	Subject to quotation Please note that we receive a commission £15.00 from the policy provider

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Utility Transfer	Included in Management Fee	£60.00 inclusive of VAT
Serve Legal Notices	Included in Management Fee	£60.00 inclusive of VAT
Deposit Registration Fee	Included in Management Fee	£90.00 inclusive of VAT
Additional Property Visits	£60.00 inclusive of VAT	Ad hoc property visits £60.00 inclusive of VAT
Deposit Transfer Fee	£120.00 inclusive of VAT	£120.00 inclusive of VAT
Emergency Repairs and Maintenance Float	£250.00 deducted from the first months rent and held in our client account. In the event of the cost of an emergency repair being deducted from the float a top up will be taken from the next months rent to maintain the flat at £250.00	N/A
Annual statement of account to your accountant	£120.00 inclusive of VAT	£120.00 inclusive of VAT

Please detail any additional services which you would like to purchase:

.....

.....

.....

.....

I/We herewith agree that we would like to purchase the above additional services and agree to make payment prior to Keats Lettings instructing the above service.

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Marketing Details Agreement

The property will be rented on the following basis:

Sole Selling Rights Agency Basis: The Landlord agrees that Keats Letting Limited will market the property on a sole Selling Rights agency basis (unless otherwise agreed) for a minimum of 8 weeks.

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

a) If a tenancy agreement is signed by both the landlord and the tenant for the letting and renting of the property in the period during which we have sole selling rights, even if the tenant was not found by us but by another agent, or by any other person including yourself.

b) If a tenancy agreement is signed by the landlord and the tenant for the letting and renting of the property after the expiry of the sole selling rights period but to a tenant who was introduced to you during the period or with whom we had negotiations during that period

Ready willing and able tenant:

A tenant is ready, willing and able if they are prepared to sign a tenancy agreement for the rental of your property having been referenced and the referencing accepted by you, the landlord.

You will be liable to pay remuneration to us, in addition to any other costs and charges agreed, if such a tenant is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and the tenancy doesn't proceed irrespective of your reasons.

Cancellation Charges – In the event of the Landlord terminating the agreement once a prospective Tenant has been found who is willing and able to proceed, the fee equivalent to the arrangement fee equal to 9% inclusive of VAT of 12 months rent shall be payable by the Landlord to the Agent.

At the end of the sole agency period, should the client wish to terminate the agreement, they will need to do so in writing to:

Keats Letting Limited
26 High Street, Haslemere, Surrey GU27 2HW or by email to keatsletting@keats.biz

Please complete the following:

1. Initial term of tenancy period required is **months**
2. Target calendar monthly rent will be £ **per calendar month**
3. The property will be let **Furnished** **Part-Furnished** **Unfurnished** (please tick one – if part or fully furnished, please list on a separate piece of paper the items being left in the property).
4. The Landlord requires us to obtain an **Energy Performance Certificate** **Smoke Alarm** (insert number)

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5. The Landlord requires us to obtain Keys (insert number of sets required – we require three sets as the Agent)

6. The property is available from the

7. The Deposit will be £ (The legal maximum for a tenancy deposit is a sum equal to 5 weeks rent)

8. **To Let Board** – To enhance our prospects of letting the property in the shortest time-frame possible, we propose to erect a 'To Let' board at the property. Should you feel that you do not wish for a board to be erected, please tick the following box:

9. **Breakdown of Fees** – Based on the target monthly rent of £ pcm, your monthly management fee will be £ inclusive of VAT.

10. **Preferences** - please complete the information below indicating to us what you want from prospective Tenants (yes or no then max number):

Professionals	Yes / No Max:	Pets	Yes / No Max:	Smokers	Yes/No/Outside
Sharers	Yes / No Max:	Children	Yes / No Max:	Housing Benefits	Yes / No

11. The deposit:

Keats Letting offer two options to the tenant in respect of the payment of the tenancy deposit:

- The paying of a cash deposit equal to 5 weeks rent which is held in our account with the Deposit Protection Service Custodial Scheme www.depositprotection.com
- The use of the scheme offered by Zero Deposits which is one of the deposit replacement schemes www.zerodeposit.com Under this scheme the tenant will pay a premium equal to one weeks rent to Zero Deposits instead of the cash deposit of 5 weeks rent – for further details please see their website. Please note that Keats Letting will receive a commission equal to 8% of the premium paid by each tenant

Will you accept tenants who wish to use the Zero Deposit Scheme Yes / No (please delete as appropriate)

What You Are Responsible For:

Tax – You are responsible for paying tax on your rental income. If you are living outside of the UK, in accordance with the Finance Act 1995, you will need to apply for approval to receive rent without tax deductions. In the absence of this approval, we will deduct tax from your rental income and pay these monies over to the Inland Revenue on your behalf. Should you move outside of the UK during a tenancy, you will need to make us aware as soon as possible. You are liable to pay all property taxes for periods where the property is vacant. You will also need to keep and maintain your records for VAT purposes. We will hold copies of your rental statements should you require them.

Money Laundering – Under the Money Laundering Regulations 2017, we are now required to ensure that we have risk assessed all relevant transactions which will include the creation of a tenancy between the Landlord and Tenant.

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Therefore, we are legally obliged to request, collate and store the following information from you: (1) Personal Identification such as a driving licence or passport, (2) Proof of Address, such as a utility bill or bank statement and (3) Proof of Ownership of the Property being let, such as a mortgage statement or a copy of the title deeds.

Mortgage Lender – You are responsible for obtaining permission to let your property from your mortgage lender and informing us of any conditions that need to be met to comply. We may require written confirmation that this has been completed. If your mortgage payment is due within seven days after your rent due date, we strongly advise that you contact your mortgage lender to change this. Not obtaining consent from your mortgage lender may result in your lender requiring the entire loan to be paid up or they may seek possession of the property.

Freeholder Consent: If your property is leasehold you may be required to seek the consent of the freeholder. Failure to do so may result in forfeiture of the lease. Your tenant must be supplied with a copy of any lease prior to being asked to sign a tenancy agreement

Houses in Multiple Occupation (HMO) – Complying with any order made by a local authority relating to HMOs and completing any works required (prior to a tenancy commencing).

England/Wales Postal Address – Arranging postal re-direction at the property and providing us with an address in England or Wales for the Tenant to serve legal notices on you.

Property Insurance – You will need to ensure that there are adequate levels of insurance cover in force in respect of the Property and the contents, and make the insurer aware that you intend to let the Property. You will need to notify the insurer of the date of any letting. You may need to advise the insurer if the Tenant is claiming social benefits. You will also need to ensure that public liability is noted on the insurance policy. Failure to obtain appropriate landlord based buildings and contents insurance may result in you being uninsured and in breach of your mortgage terms.

Gas Safety – In accordance with the Gas Safety (Installation and Use) Regulations 1994, gas appliances and installations must be checked and found to be safe by a Gas Safe registered engineer annually. A copy of the gas safety record must be produced to the Agent. Records of safety checks must be retained for at least two years. By signing these Terms of Business you agree that the boiler has been serviced and is in good working order and that you also agree to have the boiler serviced on or before the anniversary date each year. All servicing, repairs or replacement of gas appliances must be carried out by a 'Gas Safe' registered engineer.

Electrical Safety – In accordance with the Electrical Equipment (Safety) Regulations 1994, the wiring at the property in both fixed electrical equipment and the Property itself must meet all electrical and fire safety regulations. Checks must be carried out by qualified electricians who comply with certification requirements. As with all advisory legislation we strongly recommend you consider carrying out these tests. The Agent can hold no responsibility for any issues that occur because of these not being undertaken.

Oil Tank – Where applicable, the oil tank has been filled to 'full'. Where there is an oil tank at the property it must be serviced on an annual basis at your expense.

Smoke Alarms – In accordance with the Smoke and Carbon Monoxide Alarm Regulations (England) 2015, the Property requires a working, in date and tested smoke alarm on each habitable level of the Property and if there a solid fuel appliance, a carbon monoxide alarm should be sited within one meter of the appliance. Each detector and alarm must be tested and in working order at the start of a tenancy. A record should be kept of the installation and life start date of the detectors and alarms to ensure they do not expire and become ineffectual.

Legionella Risk Assessment – In accordance with the Health & Safety Guidelines 274 Part 2 a landlord is responsible for the checking and monitoring of all water systems in their properties. Therefore an initial check should be carried out to ascertain the risk level of Legionella. As with all advisory legislation we strongly recommend you consider carrying out these risk assessments. The Agent can hold no responsibility for any issues that occur because of these not being carried out.

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Homes Fitness For Human Habitation Act 2018 - In accordance with the Fitness for Human Habitation bill, a landlord is responsible for ensuring that their property is a fit and safe environment for human habitation. The bill uses 29 hazards listed in the the Housing Health and Safety Rating System (HHSRS) to help define categories that determine whether a house is "fit for human habitation". The list had originally been created in 2006 to help local authorities to enforce conditions in the private rental sector, but is now a list that landlords also need to be aware of as far as the safety and fitness for human habitation of their properties is concerned. This means an initial risk assessment should be carried out to ascertain the risk level of each the 29 categories. As with all advisory legislation we strongly recommend you consider carrying out these risk assessments. The Agent can hold no responsibility for any issues that occur because of these not being carried out. Provided that Keats Lettings are handed a copy of the landlords risk assessment prior to the start of the tenancy, we will monitor any areas that need to be monitored during the tenancy and will provide a report on any risks that develop during a tenancy, if necessary.

Furnishings – Removing or replacing all furnishings, which do not comply with the Furniture and Furnishings (Fire Safety) Regulations 1988. Any furnishings left behind must comply with the current fire resistance requirements.

Energy Performance Certification – Complying with European Economic Union (EEU) legislation on Energy Performance Certification.

Chimney Sweep – All working chimneys have been swept and certificates provided to the agent.

Gutters – Gutters have been cleared and receipt provided to the agent.

Gardens – Gardens are in good seasonal order. All fences are in good conditions. All sheds are waterproof and lockable.

Cleaning – The property including carpets and all white goods have been professionally cleaned and a receipt provided to the agent. All rubbish has been cleared from the property, the garden and any waste bins.

Pest Infestation - Any signs of pest infestation to include wasp nests have been removed

Appliances – All appliances are clean and in good working order and all manuals/operating instructions have been provided to the agent and tenant.

Keys – Providing us with a minimum number of sets of keys, for the number of occupants agreed, together with any door entry and/or car park fobs, communal entrance codes and/or keys, and any alarm codes. All window keys must be left at the Property. Any costs incurred by the Agent for new keys will be charged to the Landlord, along with the addition of an administration fee which can be found on the service level on page 6.

Maintenance & Repairs – You will need to ensure that at the commencement of tenancy the Property is suitably clean for occupation by tenants. You will also have to maintain the Property in a good standard of repair throughout the tenancy term whilst occupied by a Tenant. All necessary repairs and maintenance will need to be resolved as and when it is required, as stated in the terms of a tenancy agreement.

Disputes – Inform us if you have a dispute regarding the contents of a check out report within 7 days of receiving it from the Agent.

House Builders' Guarantee – Providing us with details of any House Builders' Guarantee if applicable.

Security during Void Periods – The security of the Property during periods of vacancy are the Landlord's responsibility.

Costs You May Incur in Addition to Our Fees & Commissions – The annual gas safety and electrical checks, period electrical tests, energy performance certificates and relevant insurances. Appliance servicing repairs and maintenance, property maintenance and periodic redecoration, ground rent and service charges. Council tax and utility bills, telephone, broadband and cable services for vacant periods. TV licence fee if a TV is left at the Property, and the costs of taking legal action to recover possession of the Property if required.

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Indemnity – The Landlord undertakes to indemnify the Agent within 7 days of a demand against all costs, claims and expenses of whatever nature made by any person or body arising from the withdrawal of the Landlord from a transaction once the Agent has located a Tenant but before the Tenant has moved in, including but not limited to, any costs incurred by the Agent in checking the references of the prospective Tenant which were undertaken in reliance upon the Landlord in completing the tenancy agreement.

The indemnity shall also include any costs incurred by the agent either during the marketing stage or during a period of time when the tenancy is in force or during any period of time when the property is vacant where the Agent is forced to remedy a property fault or deal with an emergency by acting as an Agent of Necessity.

Availability – If the Landlord fails to have the Property available for the period stated on page 6, the agent will not be responsible for any Tenant's abortive costs and the Landlord shall indemnify the Agent accordingly as stated above.

General Authority – By signing this contact, you are confirming that you have the legal right to let the Property from which we have received your instruction. You will need to confirm to us in writing if any of the events listed occur: Notice to terminate our agency, appointment of other agents including estate agents offering the property for sale, notice to terminate or vary the terms of an active tenancy, approval for maintenance work in excess of your delegated spend limit, changes to your bank details, changes to your residency address, changes to your contact details, exchange or completion of a sale of the property or legal proceedings, bankruptcy or insolvency orders that have been issued against you.

Right to Terminate Our Agency – In respect of an active tenancy arranged through our agency, you may terminate our agency by giving us 3 month's written notice including a fee £350.00 (including VAT).

The Agents Right to Terminate the Agreement

If at any time it should become necessary for the Agent to terminate this agreement whether before a tenancy commences or during the tenancy, we shall do so in writing giving three months' notice of our intention to terminate except where the landlord has refused to comply with legislative requirements or where the business relationship between the landlord and the agent has completely broken down to the detriment of either, the termination will happen immediately upon written confirmation being issued by the Agent.

Copyright – All images, floor plans, sales particulars and any other printed material in relation to your property remain the property of the Agent. Should you wish to use any images, floor plans or descriptive materials once our agency agreement has ceased or for the purposes of multi-agency marketing, this will be subject to payment of a marketing fee of £240 inclusive of VAT. Should any of our marketing materials be used for marketing purposes by yourself or an appointed agent without our express permission, then you will automatically become liable for payment of our marketing fee.

Variation of Terms – We may give you 1 months' notice to vary the terms of this Agency Agreement.

Transfer of Obligations – We may transfer all our rights and obligations as your Agent to a third party that has been approved by the Agent.

Legal Jurisdiction – These terms shall be governed, construed and enforced in accordance with the law of England and Wales.

Advertising – We may promote your Property using various media, including the erection of a board unless you instruct us not to do so. We may also use your Property for editorial features and advertising purposes, unless you instruct us otherwise.

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Access – You may only gain access to the Property during an active tenancy by prior agreement with the Tenant, unless in circumstances of a genuine emergency threatening life or the safety of the Property. We will not be responsible for arranging access for other agents acting on your behalf.

Interest on Client Monies – We retain all interest earned on Client Monies.

Complaints Procedure – If you have a complaint about the service you have received from the Agent, you will need to put your concerns in writing to us. The correspondence will be acknowledged within 3 working days. The matter will then be investigated, and full response will be sent to you within 15 working days. If you feel the matter is unresolved, you will need to address your response to the managing director, who will investigate and respond with a final viewpoint. If you remain dissatisfied, you have the right to refer your matter **to the Property Ombudsman at the following address: The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP.**

A copy of the Property Ombudsman Code of Practice for Residential Letting Agents is supplied with these Terms of Business

Fees and Commissions – For both the initial fixed term of the tenancy and for any term thereafter, you are liable to pay our fees and commissions. Fees and commissions will be deducted in advance from rent paid. If you are on the Find a Tenant service, fees and commissions will be deducted in advance for the duration of the initial fixed term. Monies will be taken from the rent paid by the Tenant at the commencement of the tenancy and an invoice will be issued for any amount that cannot be recovered from the initial rent paid by the tenant. All invoices must be settled within 7 days of the start of the tenancy and a late payment of fees will result in an interest charge of 3% above the current Bank of England base rate. No refund of fees and commissions will be made if you or the Tenant invokes a break clause during the tenancy where our fee was pre-paid for the full term.

Please Note: The above-mentioned regulations are subject to change and the Landlord accepts responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. The Landlord agrees that the Agent has the right to have any mandatory work and/or inspections undertaken at the property if the Landlord fails to comply with any act of legislation affecting the property. The Landlord agrees that this does not make the Agent responsible for completing the work and agrees to meet all costs incurred in ensuring the tenancy complies with legislation.

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Terms and Conditions of This Agreement

The Arrangement Fee includes the following:

- Visiting the Property with the Landlord and agreeing the marketable value.
- Carrying out an initial inspection of the Property about safety regulations of occupancy.
- Marketing of the Property, including the taking of photographs and the preparation of particulars for advertising.
- Making the Property available to prospective Tenants for viewing.
- Accompanying viewings, arranging access and notice to current Tenants where necessary.
- Vetting prospective Tenants and obtaining personal and financial references.
- Preparation of all the tenancy documentation, including Tenants welcome pack.
- Co-ordinating the signing of all required tenancy documentation by the Tenants.
- Collecting a deposit from the Tenants and registering it with an authorised deposit scheme.
- Arranging and co-ordinating Tenant's occupation of the Property.
- Conducting a move in and testing the alarms for operability on the tenancy commencement day.

The Management Fee includes the following:

Payments:

- Make demands of the monthly rent from the Tenant.
- Upon receipt of the rent to pay over the same to the Landlord's nominated bank/building society account subject to any deduction of statutory of other charges payable by the Landlord within two working days of receiving cleared funds.
- To prepare monthly statements detailing payment received by the Agent and to clearly state the deductions paid by the Agent and to include bills paid on the Landlord's behalf.

Care of the Property:

Full Management

- Deal with all day-to-day telephone calls and other enquiries regarding the Property on the Landlord's behalf
- Deal with emergency repairs and other maintenance issues as they arise. Arrange for appropriate tradesmen to affect necessary repairs and decoration to a maximum agreed cost of £250.00 More than this amount the Agent will obtain the Landlords approval first except in cases of emergency.
- Carry out **routine inspections no less than once in every six months unless otherwise instructed** and to notify the Landlord of apparent and obvious defects. This shall not amount to a survey of the property and the Agent does not accept responsibility for hidden or latent defects.
- At the termination of the tenancy to check the inventory and condition of the property and levy any resultant charges against the Tenant as appropriate. If the Property is to be re-let to arrange (in accordance with the provisions hereof relating to the repairs) for such works as are in the opinion of the Agent required to return to the Property back to a lettable condition.

Agreement Between the Parties

The Agent is not acting in the capacity as guarantor for the Tenant. Whilst all reasonable steps are taken to verify the position of any prospective Tenant, should there be any non-payment of rent during a tenancy agreement, the Landlord will still be responsible for costs incurred in recovering the unpaid rent, including legal proceedings.

Fees are due and payable immediately on a Tenant entering into a tenancy agreement with the Landlord. It is agreed that the Agent will deduct such fees and commissions due from the rent monies collected. In the event of a local authority demanding repayment (whether in part or full) of housing benefit from the Agent and where the funds being

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demanded, have already been passed to the Landlord, they shall be responsible for refunding all monies to the Agent without any deductions whatsoever immediately.

The Agent shall not be required as part of their normal management duties to supervise any repair works nor to provide any specialist advice to the Landlord as to the nature of repairs required. The Agent shall be under no liability in respect of any loss or damage arising from any sub-standard or inadequate repair works or from any other default by a repairing contractor.

The Agent shall be under no liability for any theft or damage at the Property whilst vacant or between lettings.

The Tenancy Deposit

The Agent is a member of The Deposit Protection Service (Deposit Scheme), which is administered by:

The Deposit Protection Scheme
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Tel: 0330 303 0030
Web: www.depositprotection.com
Email: via online contact form

The Agent holds the tenancy deposit as a stakeholder and any interest which is generated from holding the deposit shall be retained by the Agent.

Find a Tenant Service

The Agent will only collect and if so instructed, will protect the deposit on behalf of the Landlord to ensure compliance with deposit legislation. In the event there is a dispute between the Landlord and the Tenant in respect of the return of the deposit, the Agent will not be involved, and it is the Landlord's responsibility to instigate, collate and submit all the required evidence for the purposes of adjudication. If the Landlord does require the assistance of the Agent, then the fee incurred will be £30 per hour inclusive of VAT. To prepare a file for the ADR Tribunal Process will incur the quoted hourly rate together with an additional charge of £240.00 inclusive of VAT

End of Tenancy – Tenancy Deposit Scheme

If there is no dispute, we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or balance of the deposit according to the conditions of the tenancy agreement with the Landlord and the Tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit, it will be submitted to the Deposit Scheme for adjudication if both parties agree. All parties agree to co-operate with any adjudication. The statutory rights of the Landlord and the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to adjudication. The parties may, if either party chooses to do so, seek the decision of a court. However, this process may take longer and may incur further costs, because it is a condition of the tenancy agreement signed by both parties, judges may refer the dispute back to the Deposit Scheme

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for adjudication. If the parties agree that the dispute should be resolved by adjudication, they agree to be bound by the decision of the adjudicator.

If there is a dispute, we must remit to the Deposit Scheme the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether the Landlord wants to contest it. Failure to do so will not delay the adjudication, but the Deposit Scheme will take appropriate action to recover the deposit and discipline the Agent. The Agent must co-operate with final decision of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Correct Information

The Landlord warrants that all information that has been provided to the Agent is correct to the best of their knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

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 Data Subject 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 (GDPR).

Privacy Notice

Data Controller

Christopher Tinney, Keats Lettings Ltd, 26 High Street, Haslemere, Surrey GU27 2HW or by e-mail to: Christopher.Tinney@keats.biz

ICO Registration Number: Z2090893

Your Personal Data

We will process your personal data for a legitimate reason to ensure that we are able to fulfil all our contractual obligations to you. Therefore, your personal data will be shared with third parties to include, but not limited to the tenants, contractors, software providers, tenancy deposit schemes, local council and utility companies specific to your property 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. We will hold your personal data electronically and in paper format in a secure environment to meet with GDPR requirements.

Right to Deletion

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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 contact 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 above address or contact email. We have an obligation to respond to an access request within one month and may not charge a fee unless the request is unfounded, excessive or repetitive. Any fee chargeable must be based on the administrative cost of providing the information requested.

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 or email. 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.

For further guidance on our privacy policy, please see: [Legal - Privacy Policy](#)

Your Personal Data

We will hold and process your personal data for a legitimate reason to ensure that we are able to fulfil all our contractual obligations to you. Therefore, your personal data will be shared with third parties to include but not limited to the tenants, 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 contact 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 above address or contact email which will be actioned within 7 working days of receipt.

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Complaint

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KEATS LETTING LIMITED
26 HIGH STREET
HASLEMERE
SURREY
GU27 2HW

I/we (Landlord name/names):

Give the Agent permission to proceed in accordance with the Terms of Business provided but I/we understand that I/we do not lose the right to cancel the contract for a 14-day period. However, any work undertaken during the lead up to the cancellation will be payable to the Agent and/or any contractor instructed. Such works maybe but not limited to the taking of photos, advertising on portals, obtaining energy performance certificate and conducting viewings.

The Landlord has the right to cancel this contract if they wish. This right can be exercised by delivering or sending (inclusive of emails) a cancellation notice to the Agent at any time within the period of 14 days from the date this agreement is signed. The cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent.

Landlord Signature/s:

..... Landlord (1)

..... Landlord (2)

Print:

Date:

Signed on behalf of the Agent

..... Agent

Print:

Date:

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If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be electronic mail) this to the person named below. (Complete, detach and return this form only if you wish to cancel the contract)

Notice of cancellation under the 14-day cooling-off period

To: **The Directors, KEATS LETTING LIMITED 26 HIGH STREET, HASLEMERE, SURREY GU27 2HW**

I/We (delete as appropriate) hereby give notice I/we wish to cancel my/our contract.

Client Name: _____

Property Address _____

Signed: _____

Date: _____

Keats Lettings Limited is a member of The Property Ombudsman Redress Scheme www.tpos.co.uk



Keats Lettings Limited is a member of a Client Money Protection scheme operated by propertymark www.propertymark.co.uk

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Authorisation to Act as the Agent:

I / We are the persons listed with the land registry as the property owners

I / We instruct Keats Letting Limited to act as agent on my/our behalf

I / We authorise Keats Letting Limited to sign the tenancy agreement on my/our behalf

I / We have notified the mortgagee my/our intention to let the named Property and have obtained their approval

I / We have notified the freeholder / block management company of my/our intention to let the named Property

I / We understand that all tenancies and subsequent renewals are subject to contract until the tenancy agreement has been signed by both parties, or by the Agent on your behalf, and the document is executed.

I / We agree that we will fully disclose to Keats Letting any circumstances and conditions whether environment, legal or social which may affect the Tenant's comfort or enjoyment of the property

I / We are residents in the UK for tax purposes and the UK address is shown below OR I / We are not resident/s in the UK for tax purposes and the non-UK address is shown below:

By signing below, you agree with all the above statements.

Signed by the Landlord/s (1)

Signed by the Landlord/s (2)

_____ Date: _____ Date: _____

If you live outside the UK, please provide us with an alternative contact number. The person must be UK based:

Telephone Number:

Email Address:

Your Non-Resident Information:

Date of leaving the UK:

Name of tax office:

Exemption Approval No:

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Name:

Correspondence Address:

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Utility Information Agreement

Complete the below to the best of your knowledge:

Electricity

Serial Number: _____ Supplier: _____

Location of meter & fuse box: _____

Gas

Serial Number: _____ Supplier: _____

Location of meter: _____

Water

Serial Number: _____ Supplier: _____

Location of meter: _____

Location of stop-cock: _____

Name of Local Council

Council Tax Band

Is there a telephone line at the property? If yes, please provide:

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Compliance and Other Details

Service Care Agreements

Please provide information of any supplier in which you have a service agreement e.g. British Gas. Please notify the supplier of your intention to instruct a managing agent, so that we can conduct repairs if required on your behalf.

Extent of cover:

Should you have service care agreement, we ask that you provide us with a copy for our records.

Preferred Tradesmen

If you are on a Full Management contract we will use our own tradesmen to address any maintenance issues raised during tenancy, however if you would prefer us to contact your own preferred tradesmen please provide contact details below. Please note, we will only use your preferred tradesman, where we have seen and taken copies of the relevant insurances and professional qualifications.

Plumbing

Name/Company:

Contact No:

Electrical

Name/Company:

Contact No:

Other (please specify):

Name/Company:

Contact No:

Other (please specify):

Name/Company:

Contact No:

Guarantees

Please list any items and appliances under guarantee:

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Gas Safety:

Is your property connected to gas? **Yes / No**

If yes, do you hold a gas safety record? * **Yes / No**

Date of expiry:

***If yes, please provide us with a copy**

Are you happy for the Agent to automatically renew this at the cost detailed on page 5?

Yes / No

Boundaries:

Please indicate if you are responsible for any of the boundaries around the Property. If you do, please fill in the box below with further details:

Security:

If the Property has a security alarm, please provide us with the details including the code and instructions for use in the box below **(please note: that you will be responsible for the maintenance of the alarm):**

Parking:

Please make it aware to us if there are any allocated parking spaces for your Property, including the location, in the box below:

Please note: if there are any parking permits that are needed to be displayed for the allocated parking, please supply us with these prior to your Tenants moving in.

Easements and Covenants:

Please advise us if any other person or persons or legal bodies have a right of access over or the right to use any of the land included in the tenancy. This will include rights of way and shared services together with any restrictive covenants registered against the title of the property

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Block Management:

If your Property is part of a block, please provide us with the contact details for the person or company in management of the building:

Company/Person's Name:	Address:
Tel:	

Head Lease:

If your Property is part of a block, the head lease may restrict certain actions of those living at the Property. Please

provide further comments in the box provided, together with the applicable section of the lease.

House Builders Guarantee:

Please provide us with details of any building guarantee that you may have together with the length remaining on this guarantee. It is vital that you provide us with details of who to contact and what items are covered by this guarantee. If we are not provided with these details, we will instruct our own appointed contractors to attend to maintenance issues at your expense.

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Tenancy Agreement:
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Our tenancy agreement contains standard clauses, but you may wish to indicate special conditions or restrictions that we can apply to the tenancy. Please remember to include any conditions or inclusions that your mortgage lender may impose:

If there is anything you wish to make aware to us, please include it in the box below: