



Falcon
lettings

Terms of business for letting your property

This Agreement is made between the Landlord of the Property (as named at the end of this agreement) and Falcon Lettings who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management services offered and the scale of fees charged.

Definitions

Agent – means Falcon Lettings which is the trading name of the partnership between John Coulton and David Vernon at 8 Mannamead Road Mutley Plymouth PL4 7AA who lets or manages the property on behalf of its owner/landlord.

Landlord – means the person or persons named below as owners of the subject property. Where the landlord consists of more than one person or entity the obligations of this agreement and the tenancy agreement apply to 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 fulfill their obligation.

Tenant – means an individual or company who is named in the tenancy agreement as the tenant of the property and who holds or possesses property for a time in return for the payment of rent.

Property – means the property noted below as the property to be let and includes all outbuildings, grounds, fences boundaries etc.

Deposit - means any sum collected from the tenant at the start of the tenancy, as prescribed in the tenancy agreement and held in the Deposit Protection Scheme on behalf of the tenant as security against performance of obligations under the tenancy agreement; any damage to the property etc; and/or non-payment of rent during the tenancy period.

DPS- means the Deposit Protection Service.

ADR- means the Alternative Dispute Resolution scheme.

General Authority

The Landlord confirms that he/she is the sole or joint owner of the property and has the right to rent out the property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and that the Landlord will supply the Agent with a written copy of the consent before the start of any tenancy. If the Property is leasehold, the Landlord will obtain any necessary consent to letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.

The Landlord authorises the Agent to carry out the various duties of property management as selected in the Section 'Acceptance and Variation' and set out in the sections 'Service' and 'Schedule of Services' The Landlord gives the Agent authority to act on the Landlords 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 or omissions or breach of contract.

The Agent is appointed as agent for the Landlord on the property and the Landlord authorises the Agent to sign the tenancy agreement and to issue and sign the various Notices as required on behalf of the Landlord.

The Agent may delegate any of the services to be provided to the Landlord, such as the referencing of prospective tenant, taking an inventory, where it does not adversely prejudice the Landlord.

Indemnities, Reasonable Costs and Expenses

The Landlord will not hold the Agent liable for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.

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 Fee schedule or any revision of the Fee schedule as notified to the Landlord in accordance with this agreement.

The Agent 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.

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 on demand.

The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties.

The Landlord will pay, reimburse and indemnify the Agent for all costs incurred by the Agent, however they may arise or incurred by the Agent, in order to keep the Property compliant with the law.

To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

The Agent is 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 and utility management companies and any fees charged to tenants on the Landlords behalf. Details of such income received by the Agent will be provided to the Landlord on request. The Agent has a policy not to charge or receive commission or 'kick-backs' from contractors. We do not add a percentage or handling fee to the contractors invoices and we do not charge contractors a fee for working with us.

Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this agreement, or on the Landlord's instructions.

Maintenance

The Landlord agrees to provide the letting property in good, clean and lettable condition, the garden is neat and tidy for the season and that the property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. All appliances and goods are in full working order, serviced and have safety instructions for use.

The Landlord agrees to make the Agent aware of any ongoing maintenance problems. The Agent is not responsible for any latent (hidden) defect in the Property.

Subject to a retained maximum expenditure limit (UK landlords: £300, overseas landlords: £400) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the property (although the administration of major works or refurbishment will incur an additional charge - see Scale of Fees). 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord. For expenditure in excess of this, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual necessity where all endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified.

The Agent is not liable for any loss or damage arising from the defective work, sub-standard 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. The Agent will not be responsible as part of the regular management of the Property 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.

It is the Agent's policy not to charge or receive commission or 'kick-backs' from contractors. We do not add a percentage or handling fee to the contractor's invoices and we do not charge contractors a fee for working with us.

Keys

It is usual practice for the Agent to hold a key for your property. All keys are security coded and we do not release the keys to prospective tenants. When we visit your property it is our responsibility to ensure that the property is secure at the end of our visit, however we cannot accept responsibility for the disconnection of services should you vacate the premises nor for the security of the property at any other time.

When the Property is let, the tenant will be supplied with two sets of keys and the Agent will retain a spare set.

Council Tax

Payment of Council Tax is normally the responsibility of the tenants in the property.

In some circumstances the Landlord will still be responsible: where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO). Following an Upper Tribunal decision in December 2013 the landlord can be liable for council tax if the tenant moves out early from a statutory periodic of less than six months duration.

If the attic or loft space is locked preventing the Tenant from having access then the Landlord will be liable for the Council Tax.

Services – gas, water and electricity etc – Part and Full Managed Only

The Agent will take meter readings whenever possible at each change of occupation in the property and inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the tenant's or Landlord's behalf.

The Agent will not arrange for the telephone or internet services to be changed – unfortunately the Data Protection Act and individual service suppliers contracts make this impossible for us to manage.

The Agent will not arrange for the post to be re-directed and so Landlords should take care to inform all parties (e.g. banks, clubs, societies etc.) of their new address.

Insurance

The Landlord is responsible for the property being adequately insured and that the insurance policy covers the situation where the property is let. Buildings Insurance is always the responsibility of the Landlord.

It is the Landlord's responsibility to advise the agent of any changes which may occur to the conditions of cover.

The Agent would normally help in the administration of any claims arising during the period of management where the Property is being managed (i.e. this only applies to properties under the "Full Management Service") and subject to an additional charge for major works (see "Maintenance") subject to the restrictions of the Data Protection Act.. The Landlord shall also be responsible for ensuring that they are insured for other risks which they may be exposed to, ie rent guarantee, legal expenses etc.

The Agent is a registered introducer Rentshield who offer a range of insurance policies tailored for landlords and tenants.

Policies available include landlords building insurance, landlords contents insurance and legal and rent protection

Safety Regulations including gas safety, fire alarms and carbon monoxide

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation) & (Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1995
- Plugs and Sockets (Safety) Regulations 1994

The Landlord confirms that they are aware of these obligations. Information leaflets are available from the Agent to help the Landlord assist with compliance. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with above regulations and other/new regulation which may be introduced at a later date. The Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy or during the tenancy as required. The Landlord agrees to repay the Agent costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the property to fire and appliance safety standards.

It is a legal requirement to carry out an annual gas safety record on all gas appliances. The Landlord must remember that it is their responsibility to ensure that the gas appliances within a property are checked annually by a qualified Gas Safe Register engineer and that the property is at all times covered by an appropriate gas safety record. A current gas safety record must be produced and given to the tenants before the commencement of a tenancy agreement. If the Landlord is unable to provide one at the start of the tenancy, the Agent will arrange for the gas safety record and the cost will be charged to the Landlord's account.

For Part and Fully Managed properties, unless instructed otherwise the Agent will arrange for the gas safety record to be renewed on the Landlord's behalf and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

The Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide detector in each room where there is a solid fuel burning appliance or gas appliance. Where these alarms are not present the Agent can arrange for the fitting of the alarms at the Landlord's expense.

Taxation and Overseas Residents

Rental income is normally subject to taxation.

Legitimate expenses such as our management fees, mortgage interest (but not capital repayments) , maintenance and repairs can be off set to reduce the tax payable. It is the Landlords responsibility to inform the HM Customs and Revenue of any income received and expenses. This is normally done via an annual self assessment tax return. The Agent will comply with all requirements of HM Customs and Revenue which can include making an annual declaration to them of all rents collected on behalf of landlords.

When letting property and collecting rents for landlords overseas, the Agent is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has specific approval from the Inland Revenue to receive the rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and reasonable administration expenses may be charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities.

The Agent will supply duplicate rental statements free of charge. The Agent can supply an annual statement which details the income and expenditure for a fee as shown in the Fee schedule. There is no charge for the annual statement for those properties that are on the Full Management agreement.

In many cases, Landlord's tax liability is minimal when all allowable costs are deducted.

Fees paid by prospective tenants and tenants

The Landlord agrees that the Agent can keep any fees paid by the tenant. The full list of fees payable by the tenant is available on our website.

When a prospective tenant applies to rent a property, they will be asked to pay an administration fee and undertake a referencing process. The administration fee does not protect the Landlord against loss of rent due to the tenant deciding to withdraw, or references proving unsuitable.

Tenancy Agreement

Our Management, Part Management and Let Only Service includes the preparation of an appropriate tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society (if required).

The tenancy agreement used will usually be an **Assured Shorthold Tenancy Agreement (AST)**, This is normally for an initial fixed period of six months and continues as a periodic tenancy thereafter monthly. In some circumstances, for instance if letting to a company, a Contractual Agreement will be used instead.

Should the Landlord, advisors or mortgagees require amendment of the contract or require that the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

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 agreement, law and the rental market permits.

Tenancy Renewals

We do not charge either the Landlord or the Tenant any fees to renew or extend a tenancy agreement.

Deposits

The 2004 Housing Act stipulates that deposits must be protected within one of the regulated 'Tenancy Deposit Protection' schemes.

Under the schemes:

- deposits will be protected during the tenancy;
- where there is no dispute at the end of the tenancy, deposits will be returned promptly;
- where there is a dispute about the return of the deposit it will be dealt with fairly by the schemes' adjudicator.

Upon signing the tenancy agreement, the Agent will take the deposit from the Tenant in addition to any rent due. The purpose of the deposit is to protect the Landlord against damage/loss to the property during the tenancy itself.

The standard deposit requested from a Tenant is a month's rent plus one week rent. If the Tenant has a pet then a Pet Deposit is taken which is equivalent to one month and a halves month's rent.

Should the Landlord require a larger deposit then this can be discussed. In some circumstances a lower deposit or a suitable 'bond' or guarantee will be taken instead.

All deposits will be protected by **The Deposit Protection Service (The DPS)**

The Deposit Protection Service is the Government backed custodial scheme. Full details are to be found at www.depositprotection.com.

The deposit is held by the DPS and not by the Agent.

Should any dispute arise the Agent will try and assist in resolving any dispute.

It should be remembered that the deposit monies belong to the Tenant and that the Landlord does not have an automatic right to this money without either the agreement of the Tenant or an instruction from the DPS.

If a dispute can not be resolved by the Agent it will need to be referred to the DPS which has an independent and free Alternative Dispute Resolution service. The decision of the DPS will determine how the deposit is returned and the Agent is obliged to follow their instructions.

If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.

Inventory

A correctly compiled property inventory is invaluable to a Landlord, Tenant and Letting Agent. Although it is not compulsory to have an Inventory, in real terms it is vital to have one to help resolve disputes at the end of a tenancy.

We use a Professional Independent Inventory Provider, who as members of the AIIC (Association of Independent Inventory Clerks) will give a comprehensive report of your property.

The standard inventory will include all removable items in the property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Heavy items will not be moved – for example wardrobes, and mattresses. A brief description of gardens, garages and sheds/outbuilding will be recorded and included where reasonably possible.

Landlords should not leave any articles of exceptional or sentimental value in the property without prior arrangement with the Agent. It is strongly recommended that landlords do not store anything on the property once let.

Attics or inaccessible cellar areas will not be included.

Attics or loft spaces should not be locked to prevent tenants having access to them.

Periodic Visits

Under our Full Management Service and Part Management Service, the Agent will normally carry out periodic visits to the Property and send a report to the Landlord. This is usually carried out every three to four months or six months as deemed necessary.

It is not the intention to check every item on the inventory at this stage; the visit is concerned with verifying the good order of the tenancy (ie: the house being used in a 'tenant-like' manner) and the general condition of the property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas without moving furniture, rugs etc). Please note that periodic visits are carried out during daylight hours if possible, on the understanding that the tenant will allow us to visit, and may not always include garden areas. Attics or inaccessible cellar areas will not be included in maintenance visits. If a visit was felt to be unsatisfactory, a more detailed inspection would be generally made.

The visit and report can only be regarded as a general oversight of the Property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported on.

Please note that the Agent nor the Landlord has an automatic right to enter the Property. If the Tenant chooses to deny access there is nothing that can be done without a court order.

Following the departure of tenants at the end of the let, a final visit of the property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this visit but some checks will be made i.e. lighting. A qualified contractor should be appointed by the Landlord for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord together with any recommended deductions or replacement values.

The Agent is not responsible to manage or visit the Property when it is not let.

Tenants Receiving Housing Benefit

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the property under this Agreement.

Legal Proceedings

The Agent will use its best endeavors at all times to collect rents or other charges due from the tenant. The Agent is not liable for any arrears nor any legal or other costs incurred by the Agent or Landlord or any other party in respect of the recovery of such arrears.

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly.

A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In the event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs. Insurances can be taken out.

The Agent 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 this work is our hourly rate specified in the Fee schedule

The Agent will notify the Landlord of any notices the Agent receives in relation to the Property

Termination of this Agreement

This Agreement may be terminated by either party by way of two months' written notice or sooner by mutual agreement giving time for the orderly handover of the Property.

In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred including a reasonable fee for the time management has been provided

Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months given before the rent due date of any month (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

The Agent will not be able to transfer the deposit without the written agreement of both the Landlord and the Tenant. The Agent will also need to be satisfied that the deposit will be properly re-protected after being handed over.

The Landlord has a right to cancel this agreement within the fourteen day 'cooling off period' that begins on the signing of this agreement. This right to cancel does not apply to agreements signed at our office or returned to us in the post. If the Landlord exercises this option they will be liable to pay us a reasonable sum for any work we have carried out - for example the taking of photograph, getting keys cut and commissioning an Energy Performance Certificate. If a ready willing and able tenant has been found, this could be as much as the Let Only fee plus other expenses incurred, such as the gas safety record.

Instructions to the Agent

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting will be confirmed to the Agent in writing or by email to lettings@falconproperty.com. If emailed the Landlord must keep proof of delivery.

Letting Rights of Falcon Lettings

It is agreed that only the Agent may let the property and be given an opportunity to find a suitable tenant for a period of six weeks. If the Agent is dis-instructed within this period a reasonable fee will be charged for the work we have carried out

Marketing

The property will usually be advertised on the following websites: falconproperty.com, rightmove.co.uk and zoopla.com

We advertise in the Plymouth Property Paper which is available in over 1000 outlets in the Plymouth area seven days a week.

Our normal company practice is to have a To Let board outside all of our properties while advertising for a tenant and until they have moved in. However, it is not a requirement and if you would rather not have a To Let board please let us know and we can take it away. Under the Town & Country Planning Advertisement Regulations, only one board may be erected outside your property without planning permission.

It is a legal requirement that all properties have an Energy Performance Certificate (EPC) when they are made available for rent. The Agent will arrange for an EPC at the Landlords expense as set out in the Fees schedule. An EPC lasts for 10 years unless improvement works to the Property are carried out which would have an affect on the thermal/running costs of the Property at which time a new EPC would have to be produced on a tenancy renewal or new tenancy,

End of Tenancy Disputes

The Agent will attempt to resolve any end of tenancy disputes. In the event of not being able to do so the dispute will be handed over to the Deposit Protection Service for adjudication. Their decision is binding on all parties.

Most disputes revolve over the interpretation as to what is 'fair wear and tear'

The two starting points are:

- Tenants are not responsible for any damage caused by 'the reasonable use of the property' (eg carpet gets worn from people walking on it) or 'the ordinary operation of natural forces' (eg age, sunlight etc)
- The landlord has a statutory obligation for the repair of the property.

In considering the claim the adjudicators will make an allowance for:

- Original age, quality and condition of the property at the commencement of the tenancy
- Average useful lifespan
- Reasonable expected usage of an item
- Number and type of occupants in a property
- Length of the tenants occupancy

The Landlord is not entitled to charge his tenants the full cost for having any part of his property returned back to the condition that it was at the start of the tenancy. 'The Landlord and his agent has a duty to adopt the most reasonable approach and the tenants deposit is not to be used like an insurance policy where you might get full replacement value/new for old.'

There is a duty to mitigate loss. Items will be repaired rather than replaced, cleaned rather than renewed and compensation awarded (for example: for small burn marks compensation is based on the size and position of the burn rather than replacing the whole).

Betterment is to be avoided and if an item is of an age where it would normally need replacing it's value would be nil and no compensation would be paid.

ARLA Usual life Expectancy Guides

Decoration:

Hall, Landing Stairs	between 2 to 3 years
Living Rooms	approximately 4 years
Dining Rooms	approximately 6 years
Kitchen and Bathrooms	between 2 to 3 years
Bedrooms	approximately 5 years

Carpets

Budget Quality	between 3 to 5 years
Medium Quality	between 4 to 6 years
Top Quality	up to 20 years

White Goods

Washing Machines	between 2 to 5 years
Cookers/Hobbs/Ovens	between 2 to 6 years
Fridges/Freezers	between 5 to 8 years

Compensation for damage is normally based on a depreciating scale depending on the life expectancy of an item. So for a ten year old top quality carpet the best one could expect would be half it's value. An eight year old cooker would be considered to have nil value!

[This guidance is based on information from the Deposit Protection Service and ARLA]

Problems and Complaints

It is never good business sense to offend and upset our customers!

However, we know there are times when we seem to do just that. If we do upset you, please speak to us and we will try and rectify the problem. Please contact either Sue Osborne the Lettings Manager sue@falconproperty.com or either of the two owners of Falcon Lettings John Coulton: john@falconproperty.com or David Vernon: david@falconproperty.com

We have a written complains procedure which is available on request. To help us in the day to day running of the business all telephone calls are recorded

The Property Ombudsman (TPO) and ARLA

We are members of the TPO, and ARLA – the Association of Residential Lettings Agents.

As such we try and abide by their rules and Code of Practice. One of their rules is that we must tell you we are members! We also have to tell you that we have a written complaints procedure which is always available and similarly, copies of their Code of Conduct are available too.

All money received is placed in protected Clients Accounts which means that it is not used for the day to trading of Falcon. Client Money Protection Insurance is provided by ARLA.

Additional Items and Variations

The Terms of Business may need to be changed from time to time to reflect changes in legislation and specific items. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments by written notification to the Agent within fourteen days of receipt. The Agent will give the Landlord at least one month's notice of any changes.

Fees will be reviewed annually.

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.

The Agent is required to be registered for the purposes of the Data Protection Act

The Landlord gives consent to their personal data being given to tenants, contractors, enforcement agencies, insurance providers, utility providers and management companies, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.

Services:

Below are details of the main services we can provide but please remember that the Agent is happy to put together a tailor-made package to suit specific Landlord needs and costs can be reviewed accordingly.

Letting Only Service

The Letting Service includes only parts 1 to 8 of the Schedule of Service.

A deposit will be taken at the start of the tenancy (which will be registered with the appropriate Tenancy Deposit Protection Scheme) along with the first month's rent in advance which will be transferred over to your named account with our fee already deducted. The Agent will provide the Tenant with contact details for the Landlord.

The Landlord must remember that it is their responsibility to ensure that the gas appliances within a property are checked annually by a qualified Gas Safe Register engineer and that the property is at all times covered an appropriate gas safety record. The Landlord is also responsible for the ongoing immigration checks.

The fee for the Letting Service is £600 including VAT. The fees are payable at the commencement of the Tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the tenant leaves prior to the end of the term of the Tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

It is strongly recommended that the Landlord as an up to date Inventory. Without one it is virtually impossible to win any claim against a tenant in a damages dispute at the end of the tenancy. An inventory can be organised at an additional cost depending upon the size of the property and range from £120 to £250 including VAT.

Where the Landlord requires an Inventory Check Out on the tenant vacation of the property in addition to the Letting Service, then additional fees charged will be £120 including VAT.

Where the Landlord requires any notices to be served on the tenant(s) in addition to the Letting Service, then additional fees charged will be £60 including VAT.

Part Management Service

The Part Management Service includes all parts of the Schedule of Service EXCEPT parts 16. and 17.

Half yearly property inspections would be incorporated in this service.

Fees of 6% including VAT will be charged monthly and will be deducted from rents collected. There is a Tenancy Set Up Fee of £500 including vat which is deducted from the first month's rent.

The Agent will provide the Tenant with contact details for the Landlord for the purpose of maintenance issues.

The Landlord must remember that it is their responsibility to ensure that the gas appliances within a property are checked annually by a qualified Gas Safe Register engineer and that the property is at all times covered an appropriate gas safety record.

Full Management Service

In addition to letting your property Falcon Lettings provides a comprehensive Management Service

The standard fee for this service is 12% including VAT of the gross monthly rent. There is a Tenancy Set Up Fee of £500 including vat which is deducted from the first month's rent.

The Management Service includes 1 to 17 of the Schedule of Services

Schedule of Services:

Letting Only Service, Part Management Service, Full Management Service

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up references using a credit referencing agency to include a credit profile, employers reference and previous landlord reference where possible. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
4. Preparing the appropriate Tenancy Agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the Agreement where necessary at the end of the Term.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and Tenancy Agreement.
6. Arranging the necessary annual safety checks for gas and electrical appliances (**Let Only** will be for the beginning of the tenancy only).
7. Informing the Landlord of any obvious safety precautions.
8. Initial Immigration check

Part Management Service

In addition to the above items:

9. Advising service companies (electricity, gas and water) of meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy. We will also advise the relevant local authority with regards to council tax liability.
10. Preparing an independent inventory before the commencement of the tenancy with relevant supporting photographs
11. Taking a deposit from the tenant, to be held by the Deposit Protection Service until the end of the tenancy when the Property and contents have been checked for any unfair wear and tear.
12. Collecting the rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
13. Making payments on behalf of the Landlord from rents received for costs in managing the property.
14. Ongoing immigration checks that may be needed during the duration of the tenancy
15. Half yearly maintenance visit

Full Management Service

In addition to the above items:

16. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
17. Carrying out property maintenance visits on a regular basis and an inventory check at the end of the tenancy and dealing with matters relating to unfair wear and tear before releasing the tenant's deposit.

Should any extra or unforeseen works need to be undertaken this will be charged at a rate of £60 per hour unless another fee has been agreed by prior arrangement.

Schedule of Fees

Tenancy Set-up Fee (for Part and Full Management)	£500 inc VAT
Let Only:	£600 inc VAT
Full Management Monthly Fee:	12% inc VAT of monthly rent
Part Management Monthly Fee:	6% inc VAT of monthly rent

Additional Items and Expenses

Redirection of mail overseas:	Cost of postage
End of year statement: Free of Charge on Full Management)	£60 inc VAT
Duplicate statement:	No charge
Renewal of tenancy agreement (with existing tenant):	No Charge
Serving of Notices (Free of Charge on Full Management):	£60 inc VAT
Obtaining estimates and supervision of major works:	10% of cost of work over £500
Visits to empty property other than for viewings:	£60 inc VAT
Sale of property to existing tenants or person/s introduced:	to be negotiated
Inventory Check Out (Free of Charge on Full Management):	£120 inc VAT
Energy Performance Certificate	£ 78 inc VAT
Smoke and Carbon Monoxide Alarms (Supply and Fit)	From £ 30 inc vat per alarm

Should any extra or unforeseen works need to be undertaken this will be charged at a rate of £60 per hour unless another fee has been agreed by prior arrangement.

VAT

Our fees are inclusive of VAT at the appropriate rate (currently 20%) unless otherwise stated.

Acceptance and Variation

The terms and conditions of this Agreement may be varied by either party, but only with prior notice.

I/We instruct the agent to carry out the following services on the basis of the Terms of Business attached:

Please tick
one box

Full Managed Service

Part Managed Service

Let Only Service*

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

***For "Let Only":**

Are you registered with either of these two schemes?

PLEASE PROVIDE US WITH FULL TERMS AND CONDITIONS OF YOUR DEPOSIT SCHEME TO INCLUDE FULL ADDRESS, CONTACT INFORMATION AND MEMBERSHIP NUMBER AS PER THE CURRENT DEPOSIT LEGISLATION

Tenancy Deposit Solutions (essentially for private landlords)

Deposit Protection Scheme (the custodial scheme)

I/We also confirm that we are the sole/joint owners of the Property known as:

Property to be let:

.....

IMPORTANT NOTICE: Clients should carefully read and understand the above terms of business before signing:

Landlords'

Full Name(s):

Signed:

Date:

Signed:

Date:

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Signed on behalf
of the Agent:

Date:

Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

The Landlord has a right to cancel this Agreement if they so wish within fourteen days starting from the Date of Instruction. This right to cancel does not apply to agreements signed at our office or those agreements returned to us in the post. If the Landlord exercises this option they will be liable to pay us a reasonable sum for any work we have carried out - for example the taking of photograph, getting keys cut and commissioning an Energy Performance Certificate

Such right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to Falcon Lettings at the address or email address below:

Falcon Lettings
8 Mannamead Road
Mutley
Plymouth
PL4 7AA

Email: lettings@falconproperty.com.

Cancellation Notice

To: Falcon Lettings

I/we [*] hereby give notice that I/we [*] cancel our appointment of Falcon Lettings to act as our Letting Agent made on the(please insert the date the Terms of Business was signed)

Address of Property:

Name:

Address:

Date:

[*] Please delete as appropriate

falconproperty.com 01752 600828 or lettings@falconproperty.com

8 Mannamead Road Mutley Plymouth PL4 7AA

Falcon Lettings is the trading name of David P R Vernon and John Coulton VAT No 52698021