

Terms and Conditions of Business



Definitions

- i. **Landlord** – the person/s entitled to let the Property.
- ii. **Property** - the Property to be let including the garden, boundary walls and any sheds or garages that are contained within the boundary, unless specifically excluded in the Tenancy Agreement.
- iii. **Tenant** – the person/s letting the Property.
- iv. **“We” or “us” or “Gibson Honey Lettings”** – Gibson Honey Lettings Ltd, Company Registration Number 07138555

Full Letting and Rent Collection Service

1.0 Our Fee

- 1.1 Year one - 8%, plus vat, of the rent for the term of the tenancy, including any extension or renewal or periodic tenancies. Subject to a minimum fee of £450.00, plus vat.
- 1.2 Year two - where the original tenant remains in occupation after one year, our fee will be reduced to 7.5%, plus vat, of the rent for the second year of the tenancy, including any extension or renewal or periodic tenancies.
- 1.3 Year three and thereafter - where the original tenant remains in occupation after two years, our fee will be reduced to 7%, plus vat, of the rent for the third year of the tenancy and thereafter, including any extension or renewal or periodic tenancies.
- 1.4 Our fee is collected from the rent received pro rata and in the event of rent default an invoice will be dispatched separately. Our commission will be due whether or not the extension, renewal or periodic tenancy was negotiated by Gibson Honey Lettings.
- 1.5 If the Landlord instructs us not to collect the rent, or if for any reason rent payments are made direct to the Landlord, or rent is collected by someone else on the Landlord's behalf, our fee will become payable in full; in respect of the initial term, our fee will be due on the signing of the Tenancy Agreement and in respect of each renewal or extension or periodic tenancy, our fee will be due on the first day of the new term.
- 1.6 Where commission has been paid in advance and in circumstances where the tenant has exercised a right to determine the tenancy earlier than the full term provided by the Tenancy Agreement, Gibson Honey Lettings will refund on a pro-rata basis all commission paid in respect of any unexpired period of the tenancy.

Signature: _____ **Date:** _____

2.0 Our Service

2.1 Rental Advice

Advising on the achievable market rent.

2.2 Property Improvements

Advising on any property improvements necessary to achieve the best possible rent.

2.3 Marketing

Comprehensive marketing of the property including advertisements in appropriate newspapers, advertising with a Gibson Honey To Let board, advertising on Gibson Honey's website and other appropriate portals, and circulating details of the property to all suitable applicants, including relocation companies and corporate contacts.

2.4 Viewings

Arranging appointments for prospective tenants to view the property and accompanying them when required.

2.5 Feedback

Providing regular feedback the landlord on prospective tenant viewings and on the marketing of the property.

2.6 Negotiation

Negotiating the terms of the tenancy between the landlord and the prospective tenant.

2.7 Tenant Vetting

Interviewing prospective tenants and where necessary a UK based Guarantor and carrying out reference checks, usually using the services of recognised credit referencing agencies.

2.8 Tenancy Agreement

Drawing up the appropriate Tenancy Agreement and any relevant notices (upon instruction). The cost of the Agreement is £100.00, plus Vat.

2.9 Statutory Obligations and Safety Requirements

The landlord is responsible for complying with the following:-

2.9.1 Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007

In accordance with this legislation, all properties in the private rented sector require an **Energy Performance Certificate (EPC)**. It is a legal requirement for a Landlord to obtain and make available a copy of the EPC to any applicant/prospective tenant. Therefore, we must be in receipt of a valid EPC before we are able to market the property. We are happy to arrange this on the Landlord's behalf at a cost of £95.00, plus Vat, on the Landlord's instruction.

Signature: _____ **Date:** _____

2.9.2 The Gas Safety (Installation and Use) Regulations 1998 – Under these regulations it is the Landlord's responsibility to ensure that all gas appliances and the fixed installations are maintained in good order and to have all gas equipment safety checked by a Gas Safe Register registered engineer before the start of the tenancy and annually thereafter. A copy of the **Gas Safety Certificate** must be given to the tenant before the start of the tenancy and after each subsequent inspection.

We are happy to arrange for these inspections to be carried out on the Landlord's behalf, on the Landlord's instruction.

In order to comply with these regulations, if we are not in receipt of a valid Gas Safety Certificate before the start of the tenancy, we reserve the right to appoint a Gas Safe Register registered engineer to inspect all gas appliances and installations and carry out any remedial works where necessary, at the Landlord's expense.

Landlords should also note that all work, maintenance or repair carried out to gas appliances and installations must be carried out by a Gas Safe Registered Engineer.

2.9.3 The Electrical Equipment (Safety) Regulations 1994 and The Plugs and Sockets etc (Safety) Regulations 1994 – These regulations require that all plugs, sockets and adaptors, as well as any electrical equipment or appliance supplied by the Landlord, must be safe and will not cause danger and the Landlord warrants that this is the case. You are responsible for providing instruction manuals for all electrical appliances,

Trading Standards are concerned that a Landlord must be able to demonstrate that electrical appliances are safe and therefore we strongly recommend an annual check of all electrical appliances by professionals. We are happy to arrange for these inspections to be carried out on the Landlord's behalf, on the Landlord's instruction.

2.9.4 Legionnaires Disease

In order to comply with the Health and Safety Executive's Code of Practice Landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms and Conditions the Landlord acknowledges responsibility for the safety of the Tenant at the Property, confirms all risks regarding Legionnaires Disease have been considered and indemnifies Gibson Honey against responsibility.

2.10 Inventory

Where instructed, we will arrange on the Landlord's behalf, the preparation of an independent professional inventory of the property and contents and a Check-in report. The cost of these will be the responsibility of the landlord and charges will vary depending on the size of the property. An estimate of cost can be given on request. **Please note that inventory companies are independent of Gibson Honey Lettings and we cannot be responsible for their errors or omissions. We strongly recommend the use of a professional inventory. Without a professional inventory, the landlord could jeopardise any claim on the deposit.**

2.11 Security Deposit

Collecting and holding as “Stakeholder” an amount equivalent to one and a half months’ rent (unless agreed otherwise) against possible breach of covenant by the tenant. As “Stakeholder”, Gibson Honey Lettings must receive written consent from both parties (Landlord and Tenant) before apportionment of the deposit can be made. **All deposits held in respect of Assured Shorthold Tenancies will be held in accordance with the Housing Act 2004 and there is an administration fee of £50.00, plus vat, for registration with the scheme.**

Signature: _____ Date: _____

2.11.1 The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0845 226 7837
Web www.thedisputeservie.co.uk
Email deposits@tds.gb.com
Fax 01442 253193

2.11.1a If we are/ the Agent is instructed by you/the Landlord to hold the Deposit, we/ the Agent shall do so under the terms of the Tenancy Deposit Scheme.

2.11.2 At the end of the tenancy covered by the Tenancy Deposit Scheme

2.11.2a If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the 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.

2.11.2b If, after 10 working days* following notification of a dispute to the Agent/Member 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 ICE for adjudication (subject to C2.3 below). All parties agree to co-operate with any adjudication.

2.11.2c When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

2.11.2d The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

** These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.*

Signature: _____ **Date:** _____

2.11.2e It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the 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 ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

2.11.2f If there is a dispute I/we must remit to The Dispute Service Ltd 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 or not you or I/we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline me/us.

2.11.2g The Agent/we must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

2.11.3 Incorrect information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that 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.

2.12 Transfer of Utilities

Notifying the utility suppliers and the local authority of the Tenant's or Landlord's liability at the start and the end of the tenancy. **This service is dependant on the Landlord providing us with the necessary information, such as the name of suppliers, utility account numbers and meter readings (where meter readings are not provided by an Inventory Clerk). Please note that we are not able to transfer any telephone or broadband services.**

2.13 Collection of Rent

Collecting the rent in accordance with the terms of the Tenancy Agreement. In the absence of payment, we will demand the rent by making a series of telephone calls and by sending a series of letters to the tenant requesting payment.

2.14 Transfer of Rent

Once we are in receipt of cleared funds from the tenant, we will transfer monies, net of any agreed deductions, to the Landlord as directed. We aim to transfer any money due within three working days; however, in some cases it may take up to ten working days. Please note that we are unable to guarantee payment within these timescales since delays may occur due to circumstances beyond our control. Unless agreed otherwise, all Landlords' payments are made through the Bank Automated Clearing System (BACS).

Signature: _____ **Date:** _____

2.15 Landlords Resident Outside the UK

In accordance with the Taxes and Management Act 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995, UK letting agents are obliged to deduct basic rate tax from the rental income, unless approval is given by the Inland Revenue to pay rent without the deduction of tax. The Non-Resident Landlord Scheme is operated by HM Revenue & Customs (HMRC) and the Landlord can apply to HMRC for approval to receive rent with no tax deducted. Provided that we are in receipt of such approval, in the form of an NRL8 letter, then we will pay the Landlord the rent without deducting tax.

If a non-resident Landlord has not provided us with the necessary approval, we will make a charge to the Landlord of £50.00, plus Vat, for each quarterly return that we submit to the HMRC. We are obliged to complete an annual return and send the Landlord a certificate showing the amount of tax that we have paid over to the HMRC and we will make a charge of £100.00, plus Vat, to the Landlord for this service. Where we do not deduct tax which should have been deducted under the scheme, we are entitled to recover this money from the Landlord at a later date, together with any other costs that are imposed on us by HMRC as a consequence. No interest will be paid to Landlord's on tax monies held.

A Landlord is considered non-resident for tax purposes if the Landlord's usual place of abode is outside the UK, or if the Landlord is absent from the UK for a period of more than six months in any financial year.

2.16 Statement of Accounts to the Landlord

We will submit monthly statements of accounts to the Landlord, where there has been account activity.

Signature: _____ **Date:** _____

2.17 Tenancy Renewals

If instructed to do so, we will endeavor to contact the tenant to negotiate a renewal of the tenancy. A review of the rent will be carried out by comparing the current rent with the rents of similar properties advertised and recently let. The terms of the tenancy will be negotiated between the Landlord and Tenant and the appropriate Tenancy Agreement and any relevant notices (upon the Landlord's instruction) will be drawn up. The Cost of the Tenancy Agreement is £100.00, plus Vat.

Comprehensive Property Management Service

3.0 Our Fee

3.1 Where this service is requested our fee is 12%, plus vat, of the rent for the term of the tenancy, including any extension or renewal or periodic tenancies.

3.2 Our fee is collected from the rent received pro rata and in the event of rent default an invoice will be dispatched separately.

4.0 Our Service

4.1 The Comprehensive Property Management Service includes all the terms and provisions of the Full Letting and Rent Collection Service, outlined in clauses **1.0** to **2.17**

4.2 Routine Repairs and Maintenance

Dealing with routine repairs, maintenance and items which we consider reasonably necessary to maintain the property and the Landlord's fixtures, fittings and contents in as good and habitable condition as at the commencement of the tenancy, up to a cost of £300.00 without further instruction from the Landlord.

4.3 Works requiring Authority

Except in an emergency and wherever practical, estimates will be obtained and submitted for the Landlord's approval for works, redecoration, renewal or repairs likely to cost more than £300.00. We will organise and inspect works in excess of £500.00, subject to the Landlord's written approval of written estimates and subject to an administration and arrangement fee of 10%, plus Vat of the invoiced costs of works. If any major problems occur, we will arrange at the Landlord's expense for a surveyor to inspect and submit a report and then arrange and supervise any works as instructed by the Landlord and in line with the above conditions.

4.4 Landlord's Statutory Obligations

We reserve the right to instruct any works for repair or wants of repair which are the Landlord's obligation under the terms of the Tenancy Agreement as well as any other statutory obligation, including any relevant safety regulations and any safety inspections we deem necessary at the landlords cost.

Signature: _____ **Date:** _____

4.5 Contractors

While all reasonable steps will be taken to procure the services of competent contractors, we are unable to accept any liability for any loss or damage of any kind caused by those contractors.

We are happy to use the Landlord's nominated contractor/s provided that they hold the relevant qualifications for their particular trade. However, we reserve the right to use our own contractor in an emergency or in the event that we are unable to contact the Landlord's contractor or where the Landlord's contractor does not respond to our request within a reasonable timescale.

4.6 Access for Contractors

If we are required to accompany non Gibson Honey contractors or utility companies etc. to a property, or to wait at a property for a delivery, a charge of £20.00 plus Vat per hour or part thereof, will be made to the Landlord.

4.7 Payment of Suppliers and Contractors

If instructed to do so, we will pay from the rent received regular outgoings such as ground rent, service charges, insurance premiums and maintenance contracts, on receipt of demand and subject to us holding sufficient funds on the Landlord's behalf.

All supplier and contractor invoices, including those for works as described in **4.2** and **4.3** above and including any administration and arrangement fees due to Gibson Honey Lettings, will be deducted from any monies received by us on the Landlord's behalf unless payment is received from the Landlord direct. Since we are unable to make payments in excess of the rental income available to us, we will set up a float of £300.00 from the initial payment of rent and maintain it at the agreed level from subsequent net rents passing from the tenant to the landlord.

We will use our best endeavors to query any obvious discrepancies but it must be understood that we are entitled to accept and pay, without question, demands and accounts on the Landlord's behalf which appear to be correct.

4.8 Purchasing Items for the Property

We are able to purchase common household items on the Landlord's behalf, which can be delivered to the property. However, if the Landlord requires us to purchase items from a specific source, we reserve the right to charge for our time on this at a rate of £30.00 plus vat per hour or part thereof.

4.9 Property Visits

Carrying out visits to the property at regular intervals and reporting to the Landlord on the general condition. We usually visit the property during the first three months and then at six monthly intervals thereafter. We will investigate any defects which come to our notice or are clearly and adequately brought to our attention by the tenant. Our visit can only provide a superficial examination and it is not intended to be a structural survey or an inventory check and we cannot accept responsibility for any hidden or latent defects.

Signature: _____ **Date:** _____

4.10 Insurance Claims

Progressing any insurance claims relating to the property on behalf of the Landlord, obtaining estimates for repairs to the damage and arranging for repairs to be carried out on the Landlord's instruction, in line with clause 4.3 above. The Landlord is responsible for submitting the claim and for completing all documentation relating to the claim.

4.11 Inventory Check Out, Dilapidations and Damages

We will send you a copy of the Check-Out report, together with recommendations for deductions that should be made from the deposit and we will request agreement from both Landlord and tenant on this. We will organise any cleaning, repair or replacement arising out of the Inventory Check-Out report and/or any cleaning or minor repairs required on a change of tenancy during Gibson Honey's continued appointment as Managing Agents, subject to sufficient funds being held on the Landlord's behalf.

4.12 Appointment as Managing Agents

Our appointment as Managing Agents is for the duration of the tenancy, including any renewal, extension or periodic tenancy (unless otherwise agreed in advance and in writing) and is subject to a three month minimum period. Two months' written notice from either side is required to terminate our appointment as Managing Agents and in the event that such notice is given, we will remain entitled to commission for the Full Letting Service as defined above.

Additional Services

5.0 Refurbishment

We can arrange and supervise redecoration and/or refurbishment of a property. If we undertake this work, our fee of 10%, plus Vat, of the total cost of the work will be charged and will be payable before such work commences.

5.1 Consent to Let

It may be necessary to obtain consent to let the property from a superior landlord or your mortgage lender. We are able to apply for such consent on the Landlord's behalf for an administrative charge of £30.00, plus Vat, per application.

5.2 Proof of Ownership and Identity

As good practice and in accordance with the Money Laundering Regulations 2003 and Proceeds of Crime Act 2002, we require proof of ownership of the let property and evidence of the Landlord's identity. We are able to obtain proof of ownership from the Land Registry on the Landlord's behalf, at a charge of £15.00, plus vat, per application. Alternatively, the Landlord may wish to provide us with this information. We will also need to verify the following personal documentation for each Landlord:-

- Current Passport or Photo-Card Driving Licence
- Recent bank statement or household utility bill

Signature: _____ **Date:** _____

5.3 Property Visits

We are able to carry out visits to properties under the Full Letting and Rent Collection Service and additional visits to properties under the Comprehensive Property Management Service, in accordance with clause 4.9 above. The cost of each visit is £40.00, plus Vat.

5.4 Management of Vacant Property

Our Comprehensive Property Management Service does not apply during vacant periods. We are able to manage a property before it is let or continue to manage the property during any void periods, on the Landlord's written instruction, and at a charge of 4%, plus Vat, per month, of the previous rent achieved or at a charge of £50.00, plus Vat, per month, whichever is greater.

We cannot be held liable for any loss and/or damage caused to the property arising from fire, flood or theft. The Landlord should be aware that most insurance policies contain stipulations and conditions for vacant properties and we advise the Landlord to inform the insurance company if the property is to be left vacant for more than 14 days. We are able to arrange for the supplies to be turned off or disconnected during any vacant period, on the Landlord's written instruction and at the Landlord's expense.

General Conditions

6.0 Boards

Unless instructed otherwise, we will arrange for a "To Let" Board to be erected outside the property as soon as reasonably possible from the date of instruction. In order to meet the requirements of the Town & Country Planning Regulations, which permit only one board to be displayed, the Landlord agrees not to allow the display of any other 'To Let' board whilst the Gibson Honey Lettings Board is displayed. A 'Let By or a "Let and Managed By" will board replace any board at the time of an offer being agreed or upon a tenancy renewal. We cannot be held responsible for any damage the erecting of a board might have on a property.

6.1 Sub-Agents

We may, at our discretion, sub instruct the property to other selected estate agents, letting agents or intermediaries if we consider that this may assist in introducing a potential tenant to the property. The Landlord will not incur any extra costs as a result of this and all viewings and negotiations will be coordinated through Gibson Honey Lettings.

Signature: _____ **Date:** _____

6.2 Property Keys

The Landlord may provide us with a set of keys to conduct viewings at the property. Once an offer has been agreed, the Landlord must provide us with a set of keys for each named tenant. If we are managing the property on the Landlord's behalf, then we will require a full set of property keys which will be held in our secure system at our office and these keys will be made available to our approved suppliers or any other party authorised by the Landlord. Where we are not provided with sufficient sets of keys as described above, then we will cut additional sets as appropriate, at the Landlord's expense.

6.3 Mortgages

If the property is subject to a mortgage, the Landlord is obliged to obtain the mortgage company's consent to the letting. The Landlord may instruct us to obtain this consent on his/her behalf, in accordance with clause 5.1 above, otherwise the Landlord warrants that the necessary consents have been obtained prior to the signing of the Tenancy Agreement.

6.4 Superior Lease

If the Landlord is a tenant or lessee, the Landlord must ensure that the intended letting is permitted by the lease and that the lease extends beyond the term of the proposed letting. The Landlord is obliged to obtain the superior landlord's consent to the letting. The Landlord may instruct us to obtain this consent on his/her behalf, in accordance with clause 5.1 above, otherwise the Landlord warrants that the necessary consents have been obtained prior to the signing of the Tenancy Agreement.

6.5 Insurance

The Landlord is responsible for the property being adequately insured and is responsible for the insurance of the building and his/her contents. The Landlord must ensure that the policy covers a situation where the property is let and should obtain written confirmation from the insurance company that the policy still covers all the usual risks.

6.6 Landlord Covenants

The Landlord is responsible for procuring performance of all the Landlord's covenants and other obligations and liabilities under the Tenancy Agreement and applicable law.

6.7 The Fire and Furnishings (Fire) (Safety) Regulations 1988 and 1993

These regulations are concerned with the fire safety and fire resistance of domestic upholstered furniture, furnishings and any other upholstered products used in let properties. The Landlord warrants that all furniture, furnishings and upholstered products comply with current fire regulations and will indemnify Gibson Honey Lettings against any breach.

Signature: _____ **Date:** _____

6.8 Smoke Alarms

Residential properties built after June 1992, must be fitted with mains powered smoke alarms on each floor (The Smoke Detectors Act 1991). Additionally, regulations stipulate that a smoke alarm must be fitted on every floor of a property where there is a room used wholly or partly as living accommodation. A carbon monoxide alarm must also be fitted in any room where a solid fuel is burnt, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG.

Under the regulations, a bathroom or lavatory is classed as a room used for living accommodation and a room covers halls or landings. Stairways are also included in the regulations. For instance, for maisonettes or flats above shops where the flat is on the first floor but you enter via stairs on the ground floor, a smoke alarm will be required in the stairwell.

Landlords must also ensure that the alarms work at the start of each new tenancy. For example by pressing the test button until the alarm sounds.

Local housing authorities do have the right to impose a fixed penalty charge of up to £5,000 on landlords who do not comply with the rules.

For further guidance, please visit:-

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458550/Smoke_and_carbon_monoxide_alarms_-_landlords.pdf

6.9 Fittings and Equipment

The Landlord warrants that all appliances and equipment provided are fully operational and recently serviced prior to the commencement of the tenancy.

6.10 Sole Agency

If the Landlord instructs Gibson Honey Lettings as a sole agent, then the term of the sole agency will be for a period of 6 weeks from the date of this agreement. The sole agency period will continue after this period unless terminated by either party giving fourteen days written notice. If at any time during this sole agency period the Landlord enters into a tenancy with either a tenant introduced by Gibson Honey Lettings, a tenant with whom Gibson Honey Lettings have had negotiations, or with a tenant introduced by another agent, then the Landlord will be liable to pay commission and fees as agreed.

6.11 Abortive Costs

Once we have agreed the basic terms of a tenancy with the Landlord, we will proceed with the formalities, including applying for references on prospective tenants and preparing the tenancy documentation. Should the Landlord then withdraw from the transaction, then the Landlord will be liable for our abortive fee of £350.00, plus Vat. The Landlord will not be responsible for the abortive costs in circumstances where the references on the proposed tenant prove unsatisfactory or if the tenant withdraws from the transaction prior to completion.

Signature: _____ **Date:** _____

6.12 Outstanding Fees and Interest

Any fees, commission charges (including renewal commission charges) that remain outstanding for a period of more than 7 days may be paid from any sums, including any rental payments held on this or any other property on which Gibson Honey Lettings are instructed. We reserve the right to charge interest on any amounts outstanding 28 days after the fees are first demanded; such interest to be charged at the rate of 2% above HSBC's base rate.

6.13 Vat

All commissions and charges are subject to Vat at the prevailing rate.

6.14 Variation of Terms

Gibson Honey Lettings may change or add to the terms of these terms of business, including the schedule of fees.

6.15 Services to Tenants

We may offer to arrange insurance or other financial or other related services to tenants and we shall be entitled to receive commission in respect of these. The Landlord will not be entitled to any reduction in the fees that the Landlord is obliged to pay.

6.16 Data Protection Act 1998

The Landlord consents to Gibson Honey Lettings holding either electronically or in paper format and processing information and personal details on or behalf of the Landlord as defined under the above legislation, The Landlord also agrees to his/her current address being provided to the tenant, to a legal adviser, debt collection agency (if the Landlord fails to pay commission fees), to utility suppliers and to the local authority.

6.17 Landlord and Tenant Act 1987

We are obliged to include the full name and address of the Landlord on all rent demands. If the Landlord's address is outside England and Wales, then we must provide the tenant with an address within England and Wales where notices (including notices in proceedings), may be served on the Landlord.

6.18 Instruction of Solicitors

A Landlord will be informed of all rent arrears and any other breaches of covenant which are brought to our attention. If legal action is required, the Landlord will be responsible for instructing his/her own solicitor and for all fees and costs arising. Our fee for attending court at the Landlord's request is £350.00 per day, or part thereof.

6.19 Electronic Documentation

Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenant to sign documents electronically.

6.20 Disclaimer

Whilst we will carry out all services with reasonable care and skill, we are unable to guarantee the suitability of tenants, the timely payment of rent or vacant possession at the end of a tenancy and cannot be held liable for such events.

Declaration

I/We confirm that I/we are the sole/joint owners of the property know as:-

and that if there are any further beneficial owners that all are aware of and agree to the letting of the property and that I/We are entitled to sign on their behalf.

I/We confirm that all furniture and upholstered furniture supplied to the property complies with the provisions of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 and that the property complies with the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and The Plugs and Sockets etc (Safety) Regulations 1994

I/We confirm acceptance to the terms and conditions of business of which I/we have read carefully and agree to accept the terms and conditions of your appointment:-

- Full Letting and Rent Collection Service** **Sole Agency**
- Comprehensive Property Management Service** **Sole Agency**

Signature: _____ Date: _____