



**Tenant Find Service**

# Complete Lettings Terms of Business

Letting your property 2022

**complete.**

thoroughly good property agents

## The Property:

This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Complete who agree to act as sole agent for the Landlord for letting and managing the Property 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 service offered, and the scale of fees charged. **The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.**

## 1. GENERAL AUTHORITY AND MANAGEMENT SERVICES:

### 1.1 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 the freeholder or head leaseholder, and that the Landlord agrees to comply with any mortgage or headlease conditions. The landlord confirms that there are no current arrears set out against the mortgage and it will remain so throughout the duration of the tenancy. Where the Property is subject to a mortgage or headlease, the Landlord shall supply the Agent with details of any headlease or mortgage conditions that may affect the letting of the Property.

The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items 1-13 of the Standard Management Service – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued. The Agent declares that fees may be charged to either the Landlord or the Tenant for ancillary services (e.g. arranging safety checks) and that such fees will include a profit element to cover the Agent’s administrative and business costs.

## 2. LETTING ONLY SERVICE:

Where the Landlord does not wish the Agent to undertake full management (the Standard Management Service), the Agent can provide a Letting Only Service. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances. The Agent agrees to comply with the Deposit protection requirements of the Housing Act 2004 and secure the tenants deposit. However, if the landlord wishes to secure

their own deposit they must provide the Agent with written confirmation of this together with a receipt for the Deposit monies received by the Agent on his behalf. The Letting Only Service Fee is 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 the Landlord shall not be entitled to reimbursement of any fees paid.

### 2.1 REFERENCING:

The Agent will carry out referencing checks on any prospective tenant which would normally include a financial reference or credit check, and a character reference from a previous landlord or employer. This may be carried out by the Agent themselves or through a third-party referencing supplier. The Agent will make reasonable endeavours to select good tenants with appropriate references who are capable of meeting the monthly rental payments. However, the Agent will not be responsible where fraudulent or incorrect information has been provided by applicants and the Agent had no reason to believe the information to be fraudulent or incorrect. Where a third-party referencing supplier report shows the applicants to be suitable tenants and the Agent has reviewed the report with the Landlord and has no reason to believe that the information is incorrect or has been fraudulently supplied the Agent will not be responsible for any default by the Tenant.

### 2.2 RIGHT TO RENT:

Right to rent is a mandatory requirement introduced in the Immigration Act 2014. As the letting agent, we will carry out the necessary checks in order to establish a statutory excuse. In order to establish a statutory excuse to a civil penalty, right to rent checks on prospective tenants with a limited right to rent must be undertaken and recorded within the 28 days before the tenancy agreement is entered into. Where the landlord does not wish the Agent to undertake full management it is the landlord’s responsibility to ensure all tenants have the continued Right to Rent and to carry out necessarily follow up checks. It is the landlord’s responsibility, if the tenant no longer has the right to rent in the UK, to report this to the Home Office.

### 2.3 MARKETING BOARD

The Landlord agrees that the agent can place a “To Let” board outside the property once instructions to let have been received. This will be replaced with a “Let by” board when the property has been let. (Subject to the **Town and Country Planning (control of Advertisements) Regulations 1992**).



**I DO NOT WISH FOR A BOARD TO BE PLACED AT MY PROPERTY**



### 3. LANDLORD LIABILITY

**3.1** The Landlord agrees to pay the management or service fee at the applicable percentage for the service level they have selected. This fee applies once a Tenant is introduced to the Property by the Agent and the Tenant enters into a Tenancy Agreement.

**3.2** The Landlord agrees to repay the Agent for any 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 and within the scope of the authority given by this agency agreement. 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.

**3.3** Where this agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or other consumer contract legislation) the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract (see clause 15.6).

**3.4** The Landlord agrees to indemnify the Agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the Agent providing services to the Landlord, except where this is attributable to the negligence of the Agent.

**3.5** The Landlord agrees that any work carried out by the Agent for the Landlord beyond that set out in this Agreement, which is within the scope of the Agent's general authority, will be charged at the hourly rate.

### 4. MAINTENANCE:

The Landlord agrees to provide the Property in good and lettable condition and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems.

### 5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 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 been authorised in writing by HM Revenue and Customs (HMRC) to receive 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 the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

### 6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property.

### 7. SERVICES:

If The Agent has been instructed to complete an inventory and schedule of condition at the property, the Agent will use reasonable endeavours to take meter readings before the tenancy commences. Regarding mail, landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail and it is not the agent's responsibility to forward landlords mail.

### 8. INVENTORY:

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. Where the landlord chooses a Tenant Find Only Service the Agent will not prepare an inventory for the Property unless instructed to do so by the Landlord – please see Additional Fees. If the Landlord does instruct the Agent to complete an inventory, 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. Landlords should not leave any removable articles of substantial value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly. The landlord allows the agent to instruct a third-party inventory company to prepare and deal with all inventory matters where applicable if required by the Agent.

### 9. TENANCY AGREEMENT:

The Tenant Find Only Service includes the preparation of a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. Should the Landlord, advisors or mortgagees require amendment of the contract or require 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.

## 10. NOTICES:

Within the Tenant Find Only Service the Agent will not, if instructed, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy or increase the Rent. For Tenant Find Service fees will be charged for this service as set out in our Standard Fees.

## 11. TENANTS HOLDING DEPOSIT:

Tenants are required to pay a Holding Deposit when applying for a property to let which is usually the equivalent of 1 weeks rent. The Holding Deposit does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. The holding deposit will be retained by the agent.

## 12. TENANCY DEPOSITS:

**12.1 Deposits.** A tenancy deposit will be payable by the tenant upon signing the tenancy agreement in addition to any rents due. The purpose of the tenancy deposit is to protect the landlord against losses (including unpaid rent) or damage to the property during the tenancy itself.

**12.1.2** The Agent shall be entitled to deduct from any deposit that may be paid by The Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to The Agent.

### 12.2 Statutory Deposit Protection

Where the tenancy is an assured shorthold tenancy, the landlord or Agent is legally required to ensure that any tenancy deposit is protected within one of three statutory deposit schemes within 30 days of receipt.

**12.3** Where statutory deposit protection applies to a tenancy deposit, and the deposit received by The Agent, The Agent will within 30 days of receipt of the deposit provide to the tenant and any other relevant person, the prescribed information required under the Housing Act 2004.

**12.4** Complete Estate Agents is a member of the Deposit Protection which is administered by:

The Deposit Protection Service

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

+44 (0)330 303 0030 | [www.depositprotection.com](http://www.depositprotection.com)

If we are managing the property, the deposit is registered with the Deposit Protection Service.

**12.5** If the landlord does not want the Agent to protect the

deposit on his behalf, it will be the Landlord's responsibility to protect it as required by law. A notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any relevant person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the Landlord:

**(a)** fails to give prescribed information within the statutory time limit; or

**(b)** fails to comply with the initial requirements of an authorised scheme within the statutory time limit or;

**(c)** notifies the tenant or relevant person that the deposit has been protected in a scheme, but the tenant cannot obtain the scheme's confirmation that the deposit is protected.

### 12.6 End of Tenancy

At the end of any tenancy covered by the Tenancy Deposit Protection Scheme If there is no dispute, The Agent will keep any amounts 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 usually within 10 days of written agreement by the landlord and the tenant. If following notification of a dispute to The Agent and reasonable attempts have 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 may be submitted to DPS for adjudication. All parties agree to co-operate with an adjudication. Either party may decide to take the dispute to the small claims court rather than DPS. There is an additional fee for the administration work required to submit evidence for the dispute process – see Additional Fees.

### 12.7 Dispute.

It is not compulsory for the parties to refer a dispute to DPS for adjudication. The parties may seek a decision from the Court. However this process may take longer and will incur further costs. If the parties do agree that DPS may resolve the dispute then they have to abide by that decision. The Agent must co-operate with DPS in the adjudication of the dispute and follow any recommendations of the DPS.

### 12.8 Rent Arrears & Deposit.

Where there are rent arrears the deposit will in the first instance be used to clear these and any balance will go towards dilapidations.

### 12.9 Consent to use personal information

**1.** When the Landlord agrees to use the Agent's services, he agrees that the Agent may use information given, including information about the Landlord, for the purposes of performing the Agent's obligations to the Landlord.

**2.** The Landlord agrees that the Agent may supply such information as is reasonably required to the Scheme. The Landlord agrees that the Scheme, or the government department

responsible for the Scheme, may contact the Landlord from time to time to ask the Landlord to participate in surveys. If at any time the Landlord does not wish the Scheme to contact him for that purpose, the Landlord should write to the Scheme as explained in the Scheme Leaflet found on their website.

### **12.10 Duty to provide correct and complete information**

**1.** When the Landlord agrees to use the Agent's services, the Landlord guarantees that all the information he provides to the Agent is complete and correct to the best of his knowledge and belief. The Landlord agrees to inform the Agent immediately if it comes to the Landlord's attention that any information was incorrect.

**2.** If the Agent suffers any loss or incurs any cost because information the Landlord has given is or was incomplete and/or incorrect, the Landlord agrees to pay the Agent the amount necessary to put the Agent in the position he would have been in if the information had been complete and correct. This clause does not relieve the Agent of his own obligation to use reasonable skill and care in providing services to the Landlord or to take reasonable steps to keep the Agent's losses and costs to a minimum once the Agent realises that there is a problem.

### **12.11 Where you instruct us that you do not want us to protect an AST Deposit**

**1.** If the Deposit relates to an AST and the Landlord decides to hold the Deposit himself, the Landlord must tell the Agent before the tenancy agreement is signed. Once the deposit has been received by the Agent, the Agent will inform the Landlord of the tenants details to enable The Landlord to protect the deposit with the authorised tenancy deposit scheme of their choice. The Landlord will then supply The Agent with the Deposit Certificate, after which the Deposit monies will be paid over to The Landlord. The Landlord must ensure that The Deposit is registered with an authorised tenancy deposit scheme within 30 days of the Agent originally receiving the Deposit monies. The Landlord must also give the Tenant(s) and any Relevant Person 'prescribed information' about the Deposit. If the Landlord does not do both these things within 30 days of the Agent receiving the Deposit, the Tenant or any Relevant Person can take legal action against the Landlord. The court can make an order stating that the Landlord must pay the Deposit back to the Tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order the Landlord to pay compensation to the Tenant of between one and three times the amount of the Deposit.

**2.** By law, the Landlord may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until the Landlord has served the prescribed information. If the Landlord has not complied with the initial requirements of an authorised tenancy deposit protection scheme, he cannot serve a s21 notice until he has returned the Deposit (or the agreed balance of it) to the Tenant or court proceedings relating to the return of the Deposit have been disposed of.

**3.** If the Landlord instructs the Agent that he does not want the Agent to protect an AST Deposit, the Agent will not be liable to the Landlord for any loss suffered or cost incurred if the Landlord fails to comply with his obligations to protect the Deposit and give prescribed information. The Landlord must pay the Agent for any loss or inconvenience suffered or cost incurred by the Agent if the Landlord fails to comply with those obligations. This clause will not apply if the reason for the Landlord's failure is because the Agent failed to send the Landlord the Deposit within 20 days of receiving it.

### **12.12 Joint Landlords**

If there is more than one Landlord, any of them will be able to participate in alternative dispute resolution. DPS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. DPS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

More information on the requirements of the deposit protection schemes are available on the following website and landlords are strongly urged to familiarize themselves with their legal responsibilities here:

<https://www.gov.uk/tenancy-deposit-protection>

## **13. TERMINATION:**

**13.1 Termination of Agency Agreement.** This Agreement may be terminated by either party by way of two months' written notice.

**13.2 Serious Breach of this Agreement.** The Landlord or the Agent may terminate this Agreement on fourteen days' notice if there is a fundamental breach of the agreement, and the other party does not remedy the fundamental breach within those fourteen days. Discrimination against any applicant, tenant or employee or sub-contractor of the Agent for gender, race, age, disability, religious belief or sexual orientation may constitute a fundamental breach.

**13.3 Termination if the Agent has not secured a Tenant.** If the Agent has not secured a tenant after eight weeks of the appointment the Landlord may terminate this Agreement on one week's notice.

**13.4** The Minimum Fee of £500 including VAT applies if on termination the total fees due are less than the Minimum Fee. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum Fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

The Minimum Fee will also apply and be payable if the Agent introduces a Tenant to the Property who finds the property as a result of the Agent's marketing efforts, or the Tenant is otherwise introduced to the Property during the Agent's period of sole agency, and enters into a Tenancy Agreement or tenancy for the Property irrespective of whether or not the Tenancy is finalised by the Agent and whether or not the Agent is the effective cause of the introduction or Tenancy.

**13.5 Tenancy Agreement.** The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. 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 (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.

**13.6 Agreements signed away from the Agents office.** Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the Landlord waives his right to cancellation (see clause 28 below) by agreeing to the Agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

## 14. SOLE LETTING RIGHTS:

The Landlord appoints the Agent as sole agent for the marketing, letting and/ or aspects of the management of the Property depending on which Service Level is agreed. If the Landlord lets the property during the appointment of the Agent under this Agreement the Landlord might become liable to pay commission to both Agents. It is agreed that only the Agent may let the Property on behalf of the Landlord.

## 15. SAFETY AND ENERGY PERFORMANCE REGULATIONS:

15.1 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 (as amended) apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998 & 2018
- Electric Safety Standards in the Private Rented Sector (England) Regulations 2020
- Plugs and Sockets (Safety) Regulations 1994
- Legionnaires Risk Assessment (UK Health and Safety Executive)
- Minimum Energy Efficiency Standards (MEES)
- The Housing Health and Safety Rating System (HHSRS)
- Homes (Fitness for Human Habitation) Act 2018

**15.2** The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to 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 the above regulations. Under the Tenant Find Only Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and The Landlord will ensure it is maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's costs incurred including any expenses or penalties (whether civil or criminal) that may be suffered as a result of non-compliance of the Property to fire and safety appliance standards.

**15.3** Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The Landlord confirms that they are aware of these duties and that the Agent has provided sufficient information to assist with compliance.

**I would like to have a Legionella report carried out** at the cost of £90 including VAT

**I do NOT wish for a Legionella report to be carried out, and will complete my own risk assessment.**

**15.4** Landlords must ensure that a valid and acceptable energy standards Energy Performance Certificate (EPC), where required, is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than whichever is the earlier of:

- (i) the first time the landlord makes available to the prospective tenant any written information about the building; or
  - (ii) at the time which the prospective tenant views the building.
- Where the Landlord does not have a valid EPC for the property the Agent will arrange an EPC for the property and the Energy Performance Certificate Admin Fee will be payable. The property cannot be marketed for let until a valid EPC certificate has been provided. If the Landlord already has a valid EPC for the property,



then the Landlord must make this available to the Agent for any prospective tenants. Where the property does not meet the Minimum Energy Efficiency Standards (E or above) a valid exemption must be registered by the landlord with supporting evidence and The Agent must be informed when this has been completed with sufficient proof.

**15.5** The Landlord must ensure that a Gas Safety Certificate, where required, is provided to the Tenant prior to their occupation of the property. Where the Landlord does not have a valid Gas Safety Certificate for the property the Agent will obtain this and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check.

**15.6** The Electric Safety Standards in private Rented Sector (England) Regulations state that The Landlord must ensure that a Electrical Installation Condition Report has been completed and is satisfactory. A copy of this report is provided to the Tenant prior to their occupation of the property. Where the Landlord does not have a valid Electrical Installation Condition Report for the property the Agent will obtain this and the Landlord will reimburse the Agent for the full cost of arranging the check. All appliances must have instruction books left at the property.

**15.7** The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require landlords to ensure alarms are installed in their properties with effect from 1 October 2015. After that the landlord (or someone acting on behalf of the landlord) must ensure all alarms are in working order at the start of each new tenancy. After the landlord's test on the first day of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order. Testing monthly is generally considered an appropriate frequency for smoke alarms.

## 16. INSTRUCTIONS:

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 be confirmed to the Agent in writing.

## 17. FEES AND VALUE ADDED TAX:

All fees stated are inclusive of VAT unless otherwise stated and will be deducted from the client's account as they fall due. Management fees and similar services are based on a percentage of the actual rental fee. For example, a property rented at £1,000 per calendar month will incur a monthly management fee of £125 where the fee is 12.5%. Should the agreed rental be higher or lower then the fee will be correspondingly higher or lower.

## 18. INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let.

## 19. HOUSING BENEFIT:

The Landlord undertakes to re-imburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit (or the Department of Work and Pensions with respect to Universal Credit), 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 six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

## 20. LEGAL PROCEEDINGS:

The Agent cannot undertake legal proceedings on the Landlord's behalf and cannot accept any liability for rent arrears or breaches of the Tenancy Agreement. If the Landlord wishes to appoint a solicitor he may do so at his sole cost. The Agent will charge a fee for attendance at Court and any protracted correspondence with solicitors at the hourly rate specified.

## 21. COMPLAINTS:

Where the Landlord is dissatisfied with any service provided by the Agent he should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed, a copy of which has been provided with or prior to entering into this Agreement. The Agent is a member of The Property Ombudsman Scheme and where the Landlord is unsatisfied with the way the complaint has been handled he may refer the matter to the scheme for a further decision, details of which are available upon request from the Agent. You can find out more about TPO here: [www.tpos.co.uk](http://www.tpos.co.uk)

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## 22. KEEPING RECORDS AND DATA PROTECTION:

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

The Landlord undertakes to comply with data protection

regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. Where the Landlord processes and stores any personal details of the Tenant (for example, where the agent is instructed on a let only basis and the landlord is managing the property) the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.



### 23. ADDITIONAL FEES:

Non-Standard Payment to Landlord (cheque)	<b>£6.00</b>
Non-Standard Payment to Landlord (overseas bank account)	<b>£30.00</b>
Property Withdrawal/Cancellation Fee	<b>£300.00</b>
Dis-instruction Fee	<b>3 x months commission as notice and release from contract</b>
Rent Protection Insurance	<b>Additional 2.5% of monthly rent</b>

#### Optional services and fees:

Preparing Inventory/Schedule of Condition	<b>from £90.00</b>
Property Inspections	<b>£50.00</b>
Rent Arrears & Late Payment Letters	<b>£50.00</b>
Service of Notices (Admin Only)	<b>£100.00</b>
Tenancy Renewal Fee	<b>£120.00</b>
Arbitrate/Adjudicate Deposit Disagreements	<b>£120.00 per hour</b>
Deposit Dispute	<b>£120.00</b>
Court Attendance Fee (excluding expenses)	<b>£240.00 per hour</b>
Issuing Tenant Vacating Letter	<b>£36.00</b>
Check Out	<b>£90.00</b>
Energy Performance Certificate Admin Fee	<b>£90.00</b>

### 24. ADDITIONAL DEFINITIONS:

**Agent:** As defined below.

**Deposit:** A deposit will be taken from the Tenant to protect the Landlord against loss of rent or damage to the Property. See clause 12 above for more detail.

**Member:** The Member refers to either the Agent or Landlord, whoever is registered with the Deposit Protection Scheme for the purposes of holding the Deposit.

**Calendar Day or day:** Any day of the year, including Saturdays, Sundays and bank holidays.

**Relevant Person:** A person who paid the Deposit or any part of it on behalf of a Tenant.

**Stakeholder:** A person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

**Scheme:** An authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

**Statutory Time Limit:** The time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

**Working Day:** A day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

**Landlord:** As defined below.

### 25. ABOUT THIS AGREEMENT:

No amendments or variation to this Agency Agreement will have any contractual effect unless agreed by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales. This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties but this will not affect any obligations in any such prior agreement which are expressed to continue after termination. In the event that any part of this Agreement is held to be void or unenforceable it will be severed from the Agreement and the remainder of the Agreement will continue in force to the fullest extent possible.

The terms and conditions of this Agreement may be varied by the Agent, but only with two months' prior written notice.

### 26. CANCELLATION NOTICE:

If you are a consumer client and this contract was not agreed within one of our branches you have the right to cancel this contract within 14 days. The cancellation period will expire after 14 days from the date below. If you wish to cancel you must state this below and return the contract to either 79 Queen St, Newton Abbot TQ12 2AU via recorded or personal delivery.



**I/We hereby give notice that I/we wish to cancel my/our contract.**

## 27. OUR SERVICES:

For your ease, we have completed a tick sheet showing what is included in each of the service levels we offer to help you to decide how we can help you and look after your property in the best way. We pride ourselves on offering a comprehensive service, as such this is not an exhaustive list of everything we will do but highlights the key points.

	Standard Management Service	Letting Only Service
Property photography and floorplan	✓	✓
Promote property online via a number of property portals	✓	✓
Promote property to our extensive tenant database	✓	✓
Accompany viewings and meet tenants	✓	✓
Details reference checking and Right to Rent checks	✓	✓
Option for Landlord to meet tenants	✓	✓
Take deposit and protect with DPS	✓	✓
Tenancy Agreement	✓	✓
inventory report	✓	
Take meter readings and transfer accounts	✓	
Collect first month's rent	✓	✓
Arrange original EPC, gas and electrical safety test	✓	✓
Collect monthly rent	✓	
Send a monthly statement	✓	
Regular property inspections	✓	
Provide 24/7 emergency contact for tenants	✓	
Arrange repairs and maintenance	✓	
Manage tenancy renewal and re-let	✓	
Carry out end-of-tenancy check	✓	
Negotiate deposit return	✓	
Release deposit via DPS	✓	

## 28. YOUR LEGAL REQUIREMENTS:

It is illegal to let the property until we have been issued with current safety certificates.

### 28.1 Gas Safety (Installation & Use) Regulations 1994

I/We accept that gas appliances and installations must be checked and found to be safe by a GAS SAFE registered engineer annually. I/We undertake to ensure that the above mentioned property is inspected in accordance with the aforementioned regulations annually.

### 28.2 Electric Safety Standards in the Private Rented Sector (England) Regulations 2020

I/We accept that all electrical installations in the property must be checked and found to be safe by a NICEIC registered engineer at least every five years unless stated earlier on the previous report. I/We undertake to ensure that the above mentioned property is inspected in accordance with the aforementioned regulations every 5 years.

### 28.3 Smoke Alarms & Carbon Monoxide detectors

I/We hereby acknowledge that smoke alarms and carbon monoxide detectors are installed at the property, I/We shall be responsible for ensuring that they are fully functional and fitted with new batteries before a new tenant moves into the above mentioned property.

### 28.4 Furniture and Furnishings (Fire) (Safety) Regulations 1993

All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements which came into force in 1988. I/We confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.

### 28.5 Energy Performance Certificate (EPC)

I/We acknowledge that a valid EPC must be provided in order to let out the above mentioned property and that this must register at a Rating E or above. I/We accepted that it is our responsibility to register any exemption we believe to be relevant with necessary evidence.

### 28.6 Your ongoing obligations:

The above-mentioned regulations are subject to change and I/ We accept responsibility for ensuring that any amendments to either existing legislation and conditions made mandatory by new legislation are fully met.

**Property Address:**


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**Agreed rental asking price £pm:**


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**Landlord(s) Full Name(s):****Landlord one:**


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**Landlord two:**


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**Landlord Correspondence Address:**


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**Landlord Contact Number:**


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**Landlord Email Address:**


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**Acceptance:**

I/We would like the performance of this contract to begin before the expiry of the cancellation period. Thus I understand that I have a 14-day period from the date below in which I may cancel this work.

By the signature below I/we agree to accept the terms contained in this contract and acknowledge receipt of a copy of it. I/We also confirm that I/we wish the work to start on the date below.

Tick to confirm

**Ownership:**

I/we also confirm that we are the sole/joint owners of the Property.

Tick to confirm

**Your personal data:**

I/we agree that my/our personal contact details and relevant information may be shared with trusted third parties as necessary (the Agent will not share any personal information with third party organisations for marketing purposes).

Tick to confirm

**Declaration:**

This document forms a contract between us, so please read it carefully before signing. By signing this declaration, you are coming that the information you have provided on this document and The Property Information Form is correct. Do not sign it until you have read and understood it.

**Non-resident Landlords:**

Under the Taxes Management Act 1970 (as amended by the Income Taxes Management Act 1988) it is a requirement that you inform Complete if you are non-UK resident. The agent is obliged to deduct monies as income tax at the appropriate rate (currently 20% of the net rental amount) to cover any tax liability, which will be paid to Inland Revenue quarterly on the Landlords behalf. Failure to do this could result in penalties, interest and other consequences.

If you are a non-resident landlord and wish your rental payments to be made prior to any tax deductions, you must obtain the relevant authorization from the Inland Revenue by completing an NRL1 form and supply Complete with the completed form or exemption certificate & fico number.

- I am /we are UK resident(s)
- I am /we are Non UK resident(s) but require my/our tax to be deducted

I am /we are Non UK resident(s) and will supply the Inland Revenue certificate before any tenancy commences

**I wish the Agent to undertake the following service:**

<input type="checkbox"/> <b>Premium Management Service</b>	Set up:  Monthly:
<input type="checkbox"/> <b>Standard Management Service</b>	Set up:  Monthly:
<input type="checkbox"/> <b>Letting Only Service</b>	Set up:  Monthly:
<input type="checkbox"/> <b>Other Service</b>	Cost:

**Our Standard fees:**

	Tenancy set up fee	Ongoing Monthly fee	Example if £500pm rent
<b>Premium Management Service</b>	£474 including VAT	15% including VAT	Monthly fee would be £75
<b>Standard Management Service</b>	£474 including VAT	12% including VAT	Monthly fee would be £60
<b>Letting Only Service</b>	50% of first months rent (minimum charge £500 inc VAT)		Fee would be £500



### Property Information:

#### Local Contact in Case of Emergency:

Please provide us with the details of someone who can be contacted in case of emergency or if we are unable to contact you after a reasonable period of time.

Name:

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Relationship to You:

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Address:

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Contact Number:

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Email Address:

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#### Repairs & Maintenance (Fully Managed Service Only):

As part of our management service, Complete will appoint a contractor on your behalf to carry out basic property maintenance issues. We will instruct to a maximum repair limit of £200.00 without your specific permission. If works required are estimated above this amount, we shall, wherever possible, consult with the landlord to discuss options and gain approval. The general exception would be in case of emergency repairs.

If you do wish to use your own contractors, please provide your contractors details and contacts below along with specific instructions as to when to use them. We will also require proof of any contractors Public Liability Insurance and any relevant registrations (e.g. Gas Safe or NICEIC) before being able to use landlords own contractors.

Contractor Name:

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Contact Number:

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Notes:

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Contractor Name:

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Contact Number:

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Notes:

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#### Warranties & Service Arrangements:

If you currently have any service arrangements for appliances such as your boiler or any other appliance, please detail below:

Warranty Service:

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Provider:

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Contact Details:

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Warranty Service:

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Provider:

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Contact Details:

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#### Utility Services:

Heating:

- Gas      Other (please specify below)  
 Electric      \_\_\_\_\_

Supplier:

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Meter Location:

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Serial No:

---

Electric:

- Bills       Key

Supplier:

---

Meter Location:

---

Serial No:

---

Water:

- Bills       Meter

Supplier:

---

Meter Location:

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Serial No:

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**Useful information:**

**Phone Line Provider:**

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**Internet Provider:**

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**Local Authority Responsible for Property:**

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**Council Tax Band:**

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**Refuse Collection Day:**

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**Details for any Parking:**

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**Other:**

To include information in relation to security alarms, boundaries, restrictive covenants.

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**Landlords Bank Details:**

Please provide bank details of the account that you would like your rent paid into. For our Standard Management Service, the rent will be paid into our account by Complete. For Letting Only Service, initial rent funds will be paid into your account by Complete and all rent thereafter will be received directly from your tenants. For Letting Only Service we will provide your tenant(s) with the below bank details for this purpose:

<b>Bank:</b>	
<b>Account Name:</b>	
<b>Account No:</b>	
<b>Sort Code:</b>	

**Signed by the Agent, on behalf of Complete:**

**Signed:**

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**Name:**

---

**Date:**

---

**Signed on behalf of the Landlord(s):**

**Signed:**

---

**Name:**

---

**Date:**

---

**Signed:**

---

**Name:**

---

**Date:**

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## Verification of Identification:

Under the Money Laundering Regulations 2003 we are obliged to obtain evidence of our clients' identity and residence at the start of every transaction.

You are required to provide us with a copy of one form of ID from List A and one form of ID from List B for each landlord of the property.

### LIST A - EVIDENCE OF IDENTITY

- Full Valid Passport
- Full Driving Licence
- A Valid HM Forces Identity Card

### LIST B - EVIDENCE OF RESIDENCE

- An original receipted utility bill dated within the last 3 months
- Inland Revenue tax notification, self assessment statement or tax demand
- House or motor insurance certificate
- An original council tax bill dated within the last 3 months
- An original mortgage statement for the mortgage accounting (year just ended)
- A firearm or shotgun license
- An original statement for either your current account or credit card account

### PROOF OF OWNERSHIP

We also require proof of ownership for each landlord e.g. mortgage statement.

I/We enclose the following documents for each of us as evidence of our identity in accordance with the requirements of the Money Laundering Regulations 2003.

Method of ID	Landlord One	Landlord Two
Evidence of Identification (List A)		
Evidence of Identification (List B)		
Proof of Property Ownership		
Landlord Signature		



## Bovey Tracey

**01626 832 300**

**lettings@completeproperty.co.uk**

Emlyn House, Fore Street,  
Bovey Tracey, Devon, TQ13 9AD

## Exeter

**01392 422 500**

**lettings@completeproperty.co.uk**

141 Younghayes Road,  
Cranbrook, Exeter, Devon, EX5 7DR

## Newton Abbot

**01626 362 246**

**lettings@completeproperty.co.uk**

79 Queen Street,  
Newton Abbot, Devon, TQ12 2AU

## Plymouth

**01752 393 118**

**lettings@completeproperty.co.uk**

4 Sandy Court, Ashleigh Way,  
Langage Business Park, Plymouth, PL7 5JX

## Teignmouth

**01626 870 870**

**lettings@completeproperty.co.uk**

13 Wellington Street,  
Teignmouth, Devon, TQ14 8HW

 [www.completeproperty.co.uk](http://www.completeproperty.co.uk)

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Complete Property are a  
member of Client Money  
Protection with UKALA (The UK  
Association of Letting Agents).



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letting

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homes

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