TERMS OF BUSINESS

**Between FISKS LETTING AGENTS LTD, Company Registration Number: 15728421. Trading Address: 12 East Street, Wimborne, Dorset, BH21 1DS**

**and**

Landlord’s name/s (all joint Landlords): W.W Hannam and Sons Ltd

Landlord’s address: North Farm Office, Tarrant Hinton, Blandford, Dorset. DT11 8JA

Mobile 07778 253336

E-mail sjh@wwhannam.co.uk

Address of Property to let:  **Eastbury Farmhouse, Tarrant Gunville, Blandford, Dorset. DT11 8JQ**

This agreement has been signed by the Agent. The agreement will commence on 15 October 2024*,* or on the date the Landlord returns a signed copy of this agreement, if that date is not within the 14 day cancellation period. The agreement will not begin unless a signed copy is returned or that all parties forming the Landlord confirm, in writing, their agreement to the terms.

This agreement forms the agreement between **Fisks Letting Agents Ltd** and the Landlord specified above. It sets out in conjunction with the Agent’s information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord.

**Definitions and interpretation:**

* The “Landlord”, “you”, or “your” means the person or persons named above as Landlord of the subject Property and will include any others with a legal interest in the Property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
* The “Agent”, “we” or “us” means Fisks Lettings Agents Ltd, 12 East Street, Wimborne, Dorset. BH21 1DS
* The “Tenant” means the party named in the tenancy agreement as the Tenant of the Property.
* The “Property” means the Property noted above as the address of the Property to be let including all outbuildings, grounds, fences, boundaries etc.
* The headings in this agreement are for assistance in reading it only and do not form part of the agreement.

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

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

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

**1. Service levels**

**1.1 Our Let Only Service**

In addition to the Introduction Only Service provisions:

* In order to comply with legislation, the Agent will arrange for the pre-tenancy checking, paperwork and other requirements associated with the Property. This may include, but is not limited to, the initial, but not ongoing, requirements for: a gas safety record, an energy performance certificate, electrical installation testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable) and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the Agent on instruction and no later than the start of the tenancy. This element is amended for the Full Management Service.
* The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
* Once a prospective tenant is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
* The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
* The Agent agrees to carry out any necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 before the initial occupation is granted. The Agent will not permit the occupation of the Property by any Tenant or other relevant occupier who cannot demonstrate a valid Right to Rent. For Let Only landlords, the Landlord will be responsible for any further necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.
* On receipt of references, the Agent will set up the necessary paperwork to let the Property on an appropriate tenancy or licence.
* The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the Property at the move in.
* The Agent will sign up the Tenant and collect any money due, and give the Tenant copies of the appropriate paperwork.
* The Agent will account to the Landlord after the start of the tenancy.
* If a deposit has been collected and requires protection then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not receive evidence within 10 days, we will protect the deposit in order to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy. This element is amended in our Full Management Service.
* We will not be responsible for checking the licensing status of the Property under Parts 2 and 3, Housing Act 2004 or confirming that you have appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.
* For Let Only Service landlords, the Agent will then send the Landlord the funds, less expenses, and the paperwork. This element does not apply to the following levels of service.

**1.2 Our Letting and Rent Collection Service**

In addition to the Let Only Service provisions:

* The Agent will use reasonable endeavours to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
* In order to minimise our environmental impact, we will email rent statements and invoices to the email address stated on page 1 of this agreement, unless otherwise requested.
* The Agent agrees to account to and pay the Landlord any rent collected less fees or other charges due.
* If the Landlord resides or is incorporated overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting the basic rate of income tax or the equivalent sum for companies. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra charge will apply, as per the Scale of Charges, to cover the cost of the extra work involved.

**1.3 Full Management Service**

In addition to the Letting and Rent Collection Service provisions:

* The Agent will use its reasonable endeavours to arrange minor repairs, general maintenance and replacements to the Property without consulting the Landlord up to the value of ~one month’s rent. All costs will be borne by the Landlord. The Agent will not be responsible for damage or loss incurred to the Property, Tenant or the Landlord in the event of repairs, general maintenance or replacements not being carried out unless there has been any negligent act by the Agent.
* In addition to the to the responsibilities in our Let Only Service, the Agent will be responsible for the ongoing requirements for: a gas safety record, an energy performance certificate (where applicable), electrical installation testing, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable) and a legionella risk assessment. All costs will be borne by the Landlord.
* The Agent will make reasonable efforts to carry out periodic visits to the Property no less frequently than annually, subject to circumstances beyond our control, Tenant refusal etc. and send a report to the Landlord but such visits and reports can only be regarded as general oversight of the Property and its care by the Tenant and will only detect matters which are obvious on a cursory visual inspection. The Agent does not accept responsibility for any actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day-to-day matters arising.
* The Agent will use reasonable endeavours to assist with recovering possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the timescale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous Tenants undertaken on the Landlord’s instructions.
* Unless otherwise agreed, if a deposit has been collected and requires protection, the Agent will protect the deposit and negotiate the return of the deposit at the end of the tenancy. If a dispute is raised then the Agent will assist the Landlord in the deposit dispute process.

**1.4 All levels of service**

* The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
* The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent’s management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
* The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing, and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
* If the Agent feels it will provide better service, the Agent can arrange to instruct sub-agents to assist in the marketing or management of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

**2. The Landlord agrees and confirms:**

2.1 That the Landlord will provide evidence in the form of a land registry entry or other that the Landlord is either the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.

2.2 That the Agent is appointed as Agent for the Landlord of the Property.

2.3 That the Landlord gives the Agent authority to act on the Landlord’s behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.

2.4 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.

2.5 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.

2.6 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.

2.7 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.

2.8 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the freeholder’s consent prior to the letting.

2.9 That the Landlord has consent from all necessary persons, including any legal or beneficial owners to instruct the Agent and let the Property.

2.10 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.

2.11 By agreement with the Tenant, and subject to any statutory limitations, the Agent may agree that the tenancy agreement and relevant documentation may be signed electronically.

2.12 That the Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room as specified by legislation, and, if not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord’s expense.

2.13 That the Landlord confirms that they are not subject to a Banning Order and have not been entered onto the database established by the Housing and Planning Act 2016.

2.14 That the Landlord will notify the Agent, at the earliest opportunity but within seven days, if the address or residency status or any other details of the Landlord, or any joint Landlord changes.

2.15 That the Landlord will provide all and any material information requested that may affect a consumer’s decision, before the Property can be marketed.

2.16 That neither the Landlord nor any joint Landlord, nor any beneficial owners of the Property, are designated or specified under the Sanctions and Anti-Money Laundering Act 2018.

2.17 That the Agent is not responsible for the management of the building or communal areas of the building where it comprises of more than one property. Any agreement to manage the building and / or the communal areas would be subject to a separate agreement.

**3. The Agent:**

3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.

3.2 Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.

3.3 Is not responsible for redirecting the Landlord’s post delivered to the Property.

3.4 Is not responsible to manage the Property when it is not let.

3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.

3.6 Is not responsible for any latent (hidden) defect in the Property.

3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence and omission of any third party which may arise, otherwise than through the negligence of the Agent.

3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.

3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.

3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.

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

**4. Financial matters:**

4.1 The Landlord will compensate and reimburse the Agent for all costs and expenses, penalties, claims or liabilities incurred or imposed upon the Agent including anything awarded by a court in connection with the management of the Property under this agreement, unless the loss or liability arises through negligence or breach of contract.

4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.

4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair, the Landlord will pay the Agent any shortfall upon demand.

4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy, law and rental market permits.

4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord’s behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord’s behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.

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

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

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

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

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

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

4.12 The tenancy deposit will be processed in accordance with the requirements of the deposit protection legislation.

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

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

4.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.

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

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

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

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

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

4.13 The Landlord will repay any overpaid rent paid following the expiry of a section 21 notice served by the Landlord which does not expire at the end of a rent period in accordance with Section 40 of the Deregulation Act 2015.

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

**5. Notices**

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

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

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

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

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

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

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

5.2.2.3 In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month’s notice to allow the Landlord to appoint another agent.

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

**6. Various**

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

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

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

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

**7. Data Protection**

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

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

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

**8. Business Safeguards**

8.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme – Property Redress Scheme, and you can seek redress by writing to the scheme at:

Address: Premiere House, 1st Floor, Elstree Way, Borehamwood, Hertfordshire. WD6 1JH

Telephone no: 0333 321 9418

Website: [www.theprs.co.uk](http://www.theprs.co.uk)

Email: [info@theprs.co.uk](mailto:info@theprs.co.uk)

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

8.3 Letting agents are required to have Client Money Protection. Our provider is Client Money Protect and their website is [www.clientmoneyprotect.co.uk](http://www.clientmoneyprotect.co.uk) A copy of our Client Money Protection Certificate is available upon request or on our website.

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

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

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

Let Only Letting and Rent Collection Full Management Service

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

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Yes | No |
| 1. | Have you notified the insurer of the Property that it is to be let? | X |  |
| 2. | Are you the legal owner of the Property, or have authority to be letting the Property? | X |  |
| 3. | Have you instructed other agents to market the Property? (If so, you agree to let us know if you find another tenant through another source). |  | X |
| 4. | Do you have permission from any mortgage lender (please provide a copy of that permission to the Agent)? |  | N/A |
| 5. | Are all soft furnishings at the Property compliant with the current fire safety regulations and has all non-compliant furniture been removed from all parts of the Property? |  | N/A |
| 6. | Do you require details of the Rent Guarantee and Landlord’s Legal Expenses Insurance. |  | X |

SCALE OF CHARGES

VAT is payable at the prevailing rate (currently 20%) on all our fees. In accordance with consumer legislation, it is quoted as included in the prices stated below. If the VAT rate changes, the price charged will change accordingly.

An amount payable under a percentage fee will go up or down depending on the agreed rent level. Fixed fees will remain the same regardless of the rent level agreed.

**Full Management Service** **7%** plus VAT (12%) of the rent received, deducted by the Agent

As an example, if the monthly rental is £1,250 pcm, you will pay a fee of £87.50 plus VAT (£105) pcm.

If an applicant who is ready, willing and able to enter into a tenancy is introduced during the Agent’s period of instruction, or as a result of their marketing activity, where the applicant is introduced through the Agent and the Landlord withdraws, the minimum fee that would be payable will be the fee for the Let Only Service, plus other expenses incurred, such as the gas safety check.

**Additional Charges**

**Tenancy Set Up Charge £350 plus VAT (£420)**

To include: Comprehensive tenant referencing (up to a maximum of two tenants and one guarantor), Right to Rent checks in line with the Immigration Act 2014 and the Immigration Act 2016, service of all relevant legally prescribed documentation and information. Preparation and execution of tenancy agreement to include prescribed deposit protection information.

**Renewal tenancy agreement £100 plus VAT (£125)**

**Addendum to the tenancy agreement £50 plus VAT (£60)**

**Agreement to Surrender £95 plus VAT (£114)**

**Aborted Tenancy £50 plus VAT (£60) per prospective tenant**

**Land Registry ownership Check £10 plus VAT (£12) per title**

(A digital copy of the document is provided to the landlord)

**Section 21 Form 6A – Available to Full Management client landlords only) £130 plus VAT (£176)**

**Inventories and Schedules of Condition £225 plus VAT (£270)**

Dependant on size of the property, each property is quoted for separately.

**Check Out Report** **£200 plus VAT (£240)**

Dependant on size of the property, each property is quoted for separately.

**Energy Performance Certificate £85 plus VAT (£102)**

**Deposit Registration with the DPS Custodial Scheme £40 plus VAT (£48)**

**Project Management Charge 12% plus VAT (14.4%)**

Project manage on behalf of the landlord for any works exceeding £500 plus VAT

If the works costs £1000 plus VAT, you will pay a fee of £120 plus VAT (£144)

**Key Cutting Invoice value plus £12 plus VAT (£14.40)**

**Additional Guarantor referencing** if required **£75 plus VAT (£90)**

**Void property visits £50 plus VAT (£60) per visit**

(additional charge of £0.50/mile outside of a 10 mile radius of BH21 1DS)

**Professional hourly rate £50 plus VAT (£60)**

Charged by the Agent when required to carry out any additional services to include attendance at court with the landlord’s solicitor if required. Note the agent cannot represent the landlord in court.

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

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

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

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

SCALE OF CHARGES

OTHER INCOME

(All fees are per property unless otherwise stated)

Charges to Tenants (where applicable):

1) Credit/Referencing £100 plus VAT (£120) per tenant

2) Tenancy agreement £100 plus VAT (£120) per tenant

3) Tenancy renewal £100 plus VAT (£120) per tenant

4) Guarantor referencing £75 plus VAT (£90) per guarantor

**\*\*NB** Tenant fees do not apply to Tenants of assured shorthold tenancies, student accommodation or licences but may apply for other tenancy types.

The fees charged to the Tenant may change and we will endeavour to inform you of such a change at the earliest opportunity.

**Referral Fee Disclosure**

We do not receive or request referral fees.

**TENANT SCALE OF CHARGES**

**Payments permitted under the Tenant Fees Act 2019 by Tenants or under an assured shorthold tenancy.**

Rent Payable monthly in advance (unless agreed otherwise).

Default fee for late

payment of rent Rental payments overdue by more than 14 days will be subject to interest at an annual percentage rate of 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.

Deposit Payable before the start of the tenancy and held under a Government-approved scheme for the duration of the agreement. It will be repaid in full provided all obligations have been fulfilled. The deposit will be subject to a maximum of five weeks’ rent for an annual rent of up to £50,000 and a maximum of six weeks’ rent for an annual rent over £50,000.

Holding deposit Equivalent to one week’s rent (as statutorily prescribed). This will be withheld if the Tenant does not have the right to rent, or any relevant person (including any guarantor(s)) withdraws from the tenancy, provides materially significant or false or misleading information, or fails to sign their contract (and/or guarantor agreement) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

Default payments If the Tenant breaches any of the requirements of the agreement, the Tenant may be liable to pay the Landlord for any losses incurred as a result of: a failure by the Tenant to make a payment by the due date to the Landlord or, a breach by the Tenant of a term of the contract, both subject to any statutorily prescribed limits.

The losses the Landlord may claim may include, damages, costs, charges and expenses incurred as a result of the breach that the Landlord was unable to mitigate to put the Landlord back in the same position as had the Tenant not breached the agreement.

Variation of agreement The actual costs reasonably incurred, if the costs exceed £50.00 including VAT; written evidence of the actual cost will be provided.

Early termination Without granting a right to do so, should the Tenant wish to leave their contract early and the Landlord agrees, they will be liable to pay the Landlord’s losses and the Agent’s reasonable costs in re-letting the Property, as well as all rent due under the tenancy until the start date of the replacement tenancy (capped at no more than the maximum of rent outstanding on the tenancy).

Council Tax Payable to the billing authority, if the Tenant is liable.

Utilities Including water, sewerage, gas (or other heating fuel) and electricity including any Green Deal costs) payable in respect of the dwelling, and if required in the tenancy agreement. This may be payable to the Landlord or to the utility provider.

Television licence Payable if the Tenant is contractually required to make a payment to the British Broadcasting Corporation

Communication services Payable to a provider of: internet, cable or satellite television, telephone services other than mobile if the payment is contractually required.

Loss of keys or other

security device The actual costs, as evidenced by invoice or receipt, related to a breach of contract leading to the requirement for a lock to be added or replaced or a key or other security device giving access to the Property to be replaced

Missed appointments Losses, as evidenced by invoice or receipt, suffered by the Landlord if the tenant fails to attend appointments agreed by the Tenant and arranged by the Letting Agent or Landlord for contractors or others to attend or to carry out work at the Property.

Avoidable, accidental

or purposeful

damage to the Property The Tenant will be liable for any losses, as evidenced by invoice or receipt, suffered by the Landlord as a result of neglect or wilful behaviour by the Tenant or their guests resulting in damage to the Property.

Emergency/out of hours

call-out fees Any losses or additional losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the Tenant arranging an emergency, out of hours contractor call-out where the work was not an emergency or the works were required as a result of the Tenant’s actions.

Charges to Tenants (where applicable):

1) Credit/Referencing £100 plus VAT (£120) per tenant

2) Tenancy agreement £100 plus VAT (£120) per tenant

3) Tenancy renewal £100 plus VAT (£120) per tenant

4) Guarantor referencing £75 plus VAT (£90) per guarantor

**NB** Tenant fees do not apply to Tenants of assured shorthold tenancies but may apply for other tenancy types, such as company lets.

Fisks *Estate Agents is* a member of a client money protection scheme; our provider is Client Money Protect, [www.clientmoneyprotect.co.uk](http://www.clientmoneyprotect.co.uk) Membership No: CMP004180. Flooring, 1st Client Money Protect, Limelight, 3 Elstree Way, Borehamwood, WD6 1JH / 0333 321 9414

Fisks Estate Agents is a member of a redress scheme and the name of the scheme is Property Redress Scheme, Premiere House, 1st Floor, Elstree Way, Borehamwood, Hertfordshire. WD6 1JH

Telephone no: 0333 321 9418

**Requirement for a Guarantor**

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

In order for someone to qualify as a Guarantor they must: *be a resident in the United Kingdom; have a clean credit history; must earn at least three times the annual rent in salary or pension, or have this available in savings and present within the account for a minimum of 6 months.*

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

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

**May we start providing our service within the 14-day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel. (Please initial to indicate agreement.)**



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

Name ……………………………………………………………………………………………………………………..

Signed Date……………………………….

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

Dated

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

Signed by Agent Date……………………………….

**PROPERTY TERMS**

**Tenancy and Length:** 6/12 months minimum

**Property available from:** Mid to end of October 2024

**Type of Let:** Unfurnished

**Asking Rent:** To be confirmed

**Deposit Amount:** Equivalent of five weeks rent to be paid to Fisks and protected by the Deposit Protection Scheme – custodial scheme.

**Check in:**  Fisks responsible

**Check out:** Fisks responsible

**SERVICES**

**Electricity:** Tenant pays – Fisks transfer to tenant’s name

**Telephone:** Tenant connects if required

**Type of heating:** Oil fired central heating and open fires in both the lounge and dining room

**Council tax:** Tenant pays – Fisks transfer to tenant’s name

**Water:** Tenant pays – Private supply, meter to be read by landlord (located within the field at the rear of the property), Fisks to invoice the tenant accordingly. Water rate is to be confirmed.

**Septic tank:** Septic tank – tenant pays, amount to be confirmed by landlord.

**Pets:**  By prior negotiation

**Children:** Permitted

**Smokers:** Not permitted

**Garden:** Landlord responsible for maintenance, gardens are fully maintained by landlord’s contractor

**Parking arrangements:** Double garage and ample off road parking

**Gas Safety Inspections:** Fisks to arrange the annual gas safety inspection and boiler service - a copy to be submitted to Fisks prior to the commencement of the first tenancy.

**Smoke Alarms and**

**Carbon Monoxide Detectors:** Fisks responsible for fitting detectors in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015. Fisks responsible to ensure the alarms work at the start of each new tenancy.

**Electrical Installation Condition**

**Report:** Fisks to arrange the testing if the electrical installations in accordance with the Electrical Safety Standards in Private Rented Sector (England) Regulations 2020.

**Energy Performance Certificate:** Current energy rating: E Expiry: 04/01/2026

**Special Instructions:** Landlord to supply proof of ownership of the property prior to the start of the tenancy along with valid photographic ID for all owners of the property.

**APPENDIX A**

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts under The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013.

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the Landlord can be found in Section 1 of this agreement.

(b) The trading name of the company is Fisks Letting Agents Ltd

(c) The company can be contacted at:

Address: 12 East Street, Wimborne, Dorset. BH21 1DS

Telephone number: 01202 880000

Email address: [lettings@fisksestateagents.co.uk](mailto:lettings@fisksestateagents.co.uk)

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (j) See attached “Scale of Charges”

(k) See attached “Complaints Procedure”

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix B.

(q) We have ongoing after sales service available via our website or through contact details listed in (c) above.

(r) We are a member of Property Redress Scheme and the relevant codes can be found here [www.theprs.co.uk](http://www.theprs.co.uk)

(s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.

**APPENDIX B**

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Fisks Letting Agents Ltd, 12 East Street, Wimborne, Dorset, BH21 1DS, 01202 880000 / [lettings@fisksestateagents.co.uk](mailto:lettings@fisksestateagents.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation:

If a reimbursement is due, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If a reimbursement is due, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contact, in comparison with the full coverage of the contract.

**Cancellation Form**

To [~insert agency name, geographical address and, where available, fax number and email address]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] ~~contract of sale of the following goods~~ [\*]/for the supply of the following service [\*],

Ordered on [\*]/~~received on~~ [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.