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hshome.co.uk * rightmove.co.uk * primelocation.com * zoopla.co.uk * onthemarket.com

TERMS OF BUSINESS - SERVICES OFFERED BY HOME SWEET HOME LETTINGS

Our Landlords can choose from 3 different levels of service which are detailed below:

- **Introduction of a Tenant** **3 weeks rent (this includes VAT) (a one-off payment)**
- **Basic Letting** **9.6% (this includes VAT) per calendar month (8%+VAT)**
- **Full Management** **12.0% (this includes VAT) per calendar month (10%+VAT)**
- **Discounts are available for landlords with more than one property.**
- **Discounts are available for landlords who have purchased through Home Sweet Home.**
- **Home Sweet Home is a member of MyDeposits and we are also a member of a client money protection scheme run by Client Money Protect (CMP). We are also members of an independent redress scheme run by The Property Ombudsman.**

Introduction of a Tenant - This service is for Landlords who have a preference to manage their own property and consists of the following services:

- Internet Advertising using: **rightmove.co.uk & primelocation.com & zoopla.co.uk (plus all their associated partners) & onthemarket.com** and also our own website **hshome.co.uk**
- Feature your property in our large prominent LED window display
- Provide a regularly updated lettings list for applicants
- Accompanied viewings
- Taking References and performing a risk assessment, including checking non-EU residents.
- Preparing Tenancy Agreements (an initial fee of £120 including VAT applies)
- Collection of Security Deposit (£60 including VAT if we secure it) and the first month's rent

Fees will be deducted from monies collected from the Tenant and the balance will be forwarded to the Landlord. **Introduction Landlords will be charged £180 including VAT to reference each tenant.**

Basic Let - This service is for Landlords who wish to keep control of the maintenance and the inspections of their property and consists of the following:

- Internet Advertising using: **rightmove.co.uk & primelocation.com & zoopla.co.uk (plus all their associated partners) & onthemarket.com** and also our own website **hshome.co.uk**
- Feature your property in our large prominent LED window display
- Provide a regularly updated lettings list for applicants
- Accompanied viewings
- Taking References and performing a risk assessment, including checking non-EU residents.
- Preparing Tenancy Agreement (an initial fee of £120 including VAT applies)
- Collection of Security Deposit (£60 including VAT if we secure it) and first month's rent.
- Rent Collection to be paid directly to Landlord
- Monthly Statement of account
- Late Rent reminders if required
- Final inspection at the end of the Tenancy

Full Management Service – This top level of service is for Landlords who are unable to take an active role in the management of their property or prefer to leave matters in the hands of the agent.

Advertising of property - We advertise extensively on the internet with: **rightmove.co.uk primelocation.com zoopla.co.uk (plus all their associated partners) & onthemarket.com** and also our own website **hshome.co.uk**

A regularly updated lettings list is provided for all applicants and also accompanied viewings. All prospective Tenants will be shown around properties by an experienced member of staff.

Deposits - When an applicant advises that they wish to enter into a Tenancy Agreement on a certain property we take a one week Holding Deposit to secure the property for up to one month. During this time references are obtained. The property comes off the market at this point.

References – We then take up the following references:

Bank \ Building Society or Credit Check or other financial reference including checking non-EU residents and including passport validation. Right to rent check.
Employment reference & Existing or Previous Landlord and/or Personal reference

Should you require us to do so, copies of the references can be forwarded to the Landlord prior to entering into the Tenancy Agreement as agents for the Landlord. If the Landlord does not require seeing the references, a Tenant shall be considered suitable by us at our absolute discretion and we shall not be liable for any loss or damage arising as a result of Tenants unsuitability.

Tenancy Agreement/Legalities - We use the Assured Shorthold Agreement under Part 1 of the Housing Act 1988, as amended by Part 3 of The Housing Act 1996. There is a one-off charge of £120 (includes VAT) payable by the Landlord towards the cost of the initial tenancy agreements. Any subsequent renewal of contracts is then charged at the rate of £60 (includes VAT).

Security Deposit – Collection of a returnable deposit to be held by Home Sweet Home Lettings as “Landlords agent” against breakages, property damage or outstanding accounts. The deposit is held in a special Clients Account and is logged with a government approved scheme run by ‘MyDeposits’. Wherever possible Landlord and Tenant should agree to apportion the deposit at the end of the tenancy. If an agreement cannot be reached, arbitration may be necessary via ‘MyDeposits’.

The charge for securing the deposit or renewing the securing of the deposit is £60.00 (includes VAT).

The security deposit is often the equivalent of one month’s rent. A Landlord can require payment of a slightly higher deposit, however this figure must be stated prior to advertising and can be no higher than the sum of 5 weeks rent. From 1st June 2019 we intend to get 5 weeks rent as the deposit.

**IN 2019
WE CELEBRATE
15 YEARS IN BUSINESS!**



Rent – Collection and payment of rent on a calendar month basis to the owner with a statement showing commission deducted and any disbursements. Every effort will be made to ensure that rent is forwarded within 3 working days of the payment being received however this cannot be guaranteed within these timescales as delays may occur due to circumstances beyond our control.

RENT GUARANTEE SCHEME:

(We can happily send you a leaflet which explains everything in more detail)

Landlords choosing the fully managed service can also benefit from our optional rent guarantee scheme which includes legal cover. A one-off fee at the start of the tenancy is all that is required (there is no monthly charge or increase in our % charge). Prices start at just £108 including VAT.

Benefits include:

100% of the rent paid for up to 12 months.

75% of the monthly rent for up to 2 months after vacant possession has been obtained.

Alternative accommodation expenses up to £50 per day and a maximum of £1,500 per claim.

Up to £60,000 legal cover to defend against legal actions brought by a tenant and to gain possession of your property from unauthorised occupants.

Repairs & Maintenance & Routine Inspections:

Home Sweet Home Lettings will carry out periodic 3-6 monthly inspection (fully managed property only) throughout the tenancy and any serious problems encountered will be referred to the Landlord for further investigation prior to their resolution. These inspections are of a limited scope, are of a generally superficial nature and are neither an Inventory check nor a survey. Home Sweet Home Lettings, however, reserves the right to take whatever action is appropriate in an emergency situation. Any repairs initiated by Home Sweet Home Lettings will be carried out by known and trustworthy tradespersons however we are unable to personally guarantee the standard of workmanship or any liability arising. The cost of such work will be deducted from the rental income, or billed directly to the Landlord. A copy of any maintenance invoice deducted from rental income will be included with the monthly statement to substantiate its deduction. We are obliged to point out that Home Sweet Home receives referral commissions from some tradesman.

NEW FOR 2018: We have a Dedicated Member of Staff for Property Maintenance Issues:

Teresa has her own email address and mobile phone number to ensure a swift and smooth process.

Referencing & Administration Fees:

With the introduction of The Tenant Fees Act on 1st June 2019 it is now down to the landlord to pay for a tenant to be referenced. Home Sweet Home provide two options regarding this:

- 1) A landlord can pay £180 including VAT per tenant being referenced (over 18's only), this will appear on your first statement with the money being deducted from the first month's rent.
- 2) **OR** a landlord can pay an extra 2% per month in fees **to then include** the referencing fees.

We are members of The Property Ombudsman Scheme for Residential Sales & Lettings:

As a member of this scheme we are required to follow their code of practice at all times. Copies of this code of practice are freely available from our office at 117 South Street, Eastbourne.

We are also members of a client money protection scheme run by CMP.



In-House complaints handling:

If a landlord has a query relating to our terms of business or any aspect of our service they should contact one of the directors of Home Sweet Home: Stephen Davies or Matt Thompson

Additional Useful Information for Landlords

Keys: When instructing Home Sweet Home Lettings to manage your property, Landlords will be expected to provide up to three sets of keys.

Letting Rights: If appropriate, you must inform your Building Society/ Bank/ Freeholder of your intention to let your property and obtain their permission to do so. Failure to do this could result in difficulties later on and Home Sweet Home Lettings will not be responsible for any costs if it is later discovered that sub-letting is not permitted.

Leasehold Flats: It is important to inform your building's managing agent of your intention to let your property, and thereafter organise the future payments of ground rent and maintenance.

Utilities: Home Sweet Home Lettings will take meter readings at the start and end of each tenancy. It is the responsibility of the tenants to advise the Utility Companies (gas, electricity, water companies and local authority) of their names from the commencement of a tenancy and when it ends and of the Landlords name for periods where the property is vacant. BT will only take instructions from the named account holders. Landlords and Tenants are responsible for opening and closing telephone accounts.

Garden: You will need to provide the Tenant with the appropriate tools to maintain the garden. You should also bear in mind that Tenants will not generally maintain the garden if it is not in good order when they move in. In between lets, if required, Home Sweet Home Lettings can arrange for the garden to be cleared and tidied, the cost of which will be charged to the owner.

Cleaning: Between lets it is our policy to organise the general cleaning of the property, including windows, the cost of which will be charged to the owner. This will ensure that the property is handed over to the new Tenant in a clean and tidy condition. Owners can of course carry out this work themselves if they would prefer to do so.

Household Equipment: It is advisable to have mattress covers on all beds. Highly polished surfaces on furniture such as tables should have protective covers on them. A good quality vacuum cleaner should be provided in all furnished properties. All soft furnishings within the property must comply with the current fire regulations and should bear an appropriate kite-mark. There must also be a current Landlords Gas Safety Certificate on the premises and a carbon monoxide detector must be fitted in any room where there is a boiler or solid fuel appliance. Smoke detectors must be fitted on each floor where there is living accommodation.

Winter months: If a property becomes vacant during the winter months, it is important to arrange for the heating system to be left on for at least a short period during each twenty four hour period.

Re-Letting: If it is not your intention to grant a tenancy for a further period to the existing Tenant please advise us at least 2 months before the expiry date of the current tenancy, as it will be necessary to serve the Tenant with the statutory 2 months notice to vacate the property.

Termination of Service: In the highly unlikely event that either the Landlord or Home Sweet Home decides to cancel or terminate the agreement, one months notice must be given in writing to the other side which must include the actual date of termination. If Home Sweet Home cancels the agreement there would be no further charges payable to us. If the Landlord cancels the agreement whilst a 6 or 12 month tenancy is still running, on a property which we collect rent or fully manage, then the remainder of our fees will still be payable to us in one final lump sum, relevant to the remaining duration of that tenancy. There will also be a one-off cancellation charge which is 3 weeks rent including VAT. If a cancellation does take place, Home Sweet Home may choose to no longer hold the deposit.

Payment of Rents to Landlords: Rent collected by Home Sweet Home Lettings will either be sent directly to Landlords or paid into their Bank/Building Society account. If the latter option is chosen Landlords should supply Home Sweet Home Lettings with their Bank/Building Society details, Payment to the Landlord is normally made within ten days of the rent being received from the Tenant. However should the Tenant pay the rent late this will, of course, result in a later payment being made to the Landlord. Statements of account will be sent to the Landlord on a monthly basis.

Housing Benefit: If the Landlord accepts a Tenant who is in receipt of Housing Benefits, there will almost certainly be a delay in the processing of the first benefits cheque from the Council concerned. In these cases, once the benefit payments have commenced, they will normally be paid to Home Sweet Home Lettings every four weeks, and not on a per calendar month basis.

Purchasing the property: In the event that a current or previous Tenant or any associated person 'introduced to the property by Home Sweet Home' should subsequently purchase the Landlords property, a commission of 1.25% (includes VAT) of the purchase price is payable to Home Sweet Home Lettings upon completion of the sale.

Insurance: Landlords should notify their insurance company of their intention to rent their property and ascertain whether or not the insurer imposes any special conditions. It is advisable at the same time to arrange a method of making the payment of future premiums. Home Sweet Home Lettings will not be liable for any damage to the property or for any loss of contents. Home Sweet Home Lettings accepts no responsibility for any injury to Tenants of managed properties as it is the responsibility of the Landlord to ensure that appropriate insurance cover is in place. Landlords might consider using "Leisure" insurance packages that are currently available. These provide cover for items such as contents, buildings and legal expense protection. Further information can be provided upon request. Tenants will also be advised to obtain the correct contents insurance.

Conditions of Acceptance: Home Sweet Home Lettings makes extensive enquiries as to the suitability of Tenants, however any expenses incurred in recovering monies owed, loss of rent, or in the repossession of the property, must be borne by the Landlord, Home Sweet Home Lettings will assist in the issuing of appropriate legal notices to any Tenant who is required to vacate the property, and also in the initiation of any court proceedings that become necessary during the tenancy.

E.P.C. – ENERGY PERFORMANCE CERTIFICATE

Since 1st October 2008, all properties coming onto the market 'For Let' require an EPC.

This is something that Home Sweet Home can easily arrange for you, via a local firm of Domestic Energy Assessors (DEA's).

They will carry out an energy assessment survey on the property and provide us with the EPC to show to prospective tenants. The EPC is then valid for 10 years. The EPC must be provided by us to the tenant(s) on the day of move-in.

The cost of an EPC is £77 (there is no VAT payable).

Since 1st July 2011, all properties coming onto the market will need the EPC done (or at least organised with written proof) within the first 28 days of coming onto the market.

Failure to comply with this legislation can lead to a repeatable fine of £200 to the landlord.

Tenants will be able to use the EPC to help them choose the most energy efficient property to live in, either due to financial considerations with their fuel bills and / or if they are particularly interested in being as environmentally friendly as possible. **The EPC MUST be of an 'E' rating or better.**

Safety Information

Landlords are obliged by law to comply with regulations as detailed below. The landlord must ensure that the property is safe and complies with regulations. Home Sweet Home Lettings will be happy to provide assistance and advice. We accept no responsibility for any costs that may be incurred as a result of non-compliance by Landlords.

- **Gas Safety** (Installation and Use) Regulations 1994
A CORGI / GAS SAFE Registered engineer must annually check all gas appliances in the property, should you wish us to arrange this for you we would be more than happy to do so the cost of which can be deducted from rental received.

NB: If a landlord wishes to organise their own gas safety certificate each year, it is solely the landlord who then takes full responsibility that the certificate is not left to expire. The local plumber that Home Sweet Home uses has a good system in place, whereby he notifies us an expiry. The cost is £66 including VAT.

- **Electrical Equipment (Safety) Regulations 1994**
Whilst there is no mandatory requirement to undergo testing a Duty of Care still remains. Any electrical equipment supplied must be safe.
- **Furniture and Furnishings (Fire) (Safety) Regulations 1988**
This covers any soft furnishings such as sofas, padded chairs, headboards, cushions etc. Any soft furnishing supplied must comply with these regulations. The safety labels can be found attached to furniture. If no safety label is present we cannot assume that the item complies and therefore will need to be removed from the property.
- **Smoke Detection Act 1991**
It is mandatory to fit mains powered alarms to all new buildings.

NEW LAW CAME INTO FORCE ON 1ST OCTOBER 2015:

Landlords must supply a working smoke alarm on every floor of living accommodation and also a carbon monoxide detector must be fitted where there is a gas or solid fuel appliance e.g. gas fired boiler. These must be tested and working before the start of each tenancy.

If a Landlord requires any additional information regarding these requirements then please do not hesitate to ask.

INVENTORY / CONDITION REPORT

Home Sweet Home strongly advises you that a professional inventory report is carried out before the property becomes occupied. This extensive report including time stamped photographic evidence would be carried out by a local, independent inventory specialist.

Please see a list of their current prices on the next page.

It is essential that you either advise us in writing that you would like an inventory
OR you advise us in writing that you have decided against having an inventory.

Landlords Authorisation and Letting Instruction

Property Address

I/We instruct Home Sweet Home Lettings to provide the following service (please indicate level of service required)

- Introduction of a Tenant – 3 weeks rent (this includes VAT) (a one-off charge)
- Basic Letting – 9.6% (this includes VAT) per month
- Full Management – 12% (this includes VAT) per month
- **Home Sweet Home are members of MyDeposits and we are also a member of a client money protection scheme run by Client Money Protect (CMP). We are also members of an independent redress scheme run by The Property Ombudsman.**

I/We agree to Home Sweet Home Lettings Terms & Conditions.

I/We agree to pay at the start of the tenancy for the tenant(s) referencing fees. YES / NO
OR

I/We agree to an extra 2% each month **to include** the tenants referencing fees. YES / NO

I/We have decided that we would like an inventory report carried out. YES / NO

I/We confirm that I/We are the sole/joint owners of the property indicated above.

I/We confirm that I/We have obtained all the necessary consents.

I/We confirm that my/our property complies with the current safety regulations.

I/We confirm that I/We are happy for Home Sweet Home to organise the EPC report. YES / NO

Full name(s) of Property Owner:

Contact Address:

PostCode _____ Email Address: _____

Contact Telephone Numbers: _____ Do you want your statements emailed?

Home _____ Work _____ Mobile _____

Bank Details for rent transfer:

Name of Bank/Building Society _____

Address _____

Account Name _____

Account Number _____

Sort Code _____

Signature of Landlord(s): _____ Date: _____

Full Management Form

- **Home Sweet Home are members of MyDeposits and we are also a member of a client money protection scheme run by Client Money Protect (CMP). We are also members of an independent redress scheme run by The Property Ombudsman.**

In order that Home Sweet Home Lettings can manage your property effectively we require the following information:

Property Address _____

Name and address of Landlord

Telephone Number of Landlord _____

Email Address for Landlord _____

Monthly Statements will be Emailed to you so that you have them quickly.

Emergency Contact Details

Building Society/Lender – if property mortgaged _____

Preferred Tradespersons if any _____

**Automatically renewed Annual Gas Safety Certificate:
Organised by landlord or Home Sweet Home?** _____

Suppliers of Gas and Electricity _____

Location of Electricity Meter/Fuse Box _____

Location of Gas Meter _____

Location of Water Stop-Cock _____

Details of any Maintenance Contracts/Guarantees / Warranties _____

Details of Buildings Insurance Company _____

I/We wish to use Home Sweet Home Lettings Full Management Service for the above property and hereby accept the terms and conditions attached. I/We hereby confirm that all furniture/furnishings and gas and electrical appliances within the property conform to the current safety standards as specified, and reviewed as and when required by persons appropriate.

Signed by the Landlord _____ Dated _____