

Cosgroves is a member of the Property Ombudsman and subscribe to their Code of Practice for Residential Letting Agents. For more information, please visit their website at www.tpos.co.uk.

The Landlord and his successors in title hereby appoint **Cosgroves** (hereinafter referred to as 'the Agent') to undertake the duties of letting agent in respect of the property for arranging a tenancy and managing the Property (if applicable).

Office Address:

49-51 Osborne Road
Southsea
Hampshire
PO5 3LS

Contact Details:

02392 827827

Company Registered No:

4186146

Address of Property to Be Let: (Hereinafter referred to as 'the Property')	
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Landlord Full Name: (Please note this must be the owner of the Property as shown on the title deeds)		Correspondence Address:
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Telephone - Home:	
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Telephone - Mobile:	
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Telephone - Work:	
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Email Address:	
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Our preferred method of contact is via email and provision of an email is agreement to accepting email communication

Bank Name:		Account Number:	
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Account Name:		Account Sort Code:	
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Bank / Building Society Address:	
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Cosgroves provide a personal service which can be tailored to individual Landlord's requirements. These are the services we offer –



 <p style="text-align: center;">Full Management</p>	 <p style="text-align: center;">Find A Tenant</p>
<p>Marketing The properties are advertised on various websites, including Rightmove, Zoopla and Prime Location along with social media. Boards can also be erected upon your request to further advertise your property to the public.</p>	<p style="text-align: center;">Same as Full Management</p>
<p>Referencing We carry out thorough credit checks and references on all your potential Tenants. This includes confirmation of their employment, 3-month bank statements, 3-month wage slips and references from previous Landlords. We also undertake initial right to rent checks and any subsequent requirements under the Immigration Act 2016. For applicants who require it, a guarantor will be requested. The guarantor will be liable to pay the rent and cover any loss suffered by you under the terms of the tenancy if the tenant is ever unable to do so. We will also collect a holding deposit equal to one weeks rent.</p>	<p>Same as Full Management. However, you will be required to undertake any future right to rent checks once the tenancy has commenced. We will advise you at the commencement of the tenancy if any of the occupiers have a time limited right to rent.</p>
<p>Gas and Electrical Checks Should your property have gas, a gas safety record will have to be issued by a Gas Safe registered engineer before your Tenants can move in. This is a legal requirement and can be arranged by us on your behalf for a fee (the fee can be found on page 5). A gas safety record will then have to be carried out annually to ensure that the property is gas safe. This can also be arranged with us. Electrical checks are recommended to prove the fixed wiring is safe and can also be carried out on your property if required.</p>	<p>Same as Full Management, but we can only carry out the initial gas safety record that is required to move the Tenant in. Once this has been carried out, all subsequent gas safety records will have to be arranged by you on an annual basis.</p>
<p>DVD Inventory We will arrange for an inventory to be carried out at your property prior to your Tenants moving in. The inventory will take note of any possessions left in the Property, as well as the properties overall condition. This is then cross referenced with our inspection and checkout reports to ensure that the Property is being maintained in accordance with the tenancy. If there are any issues, these can be raised during and at the end of tenancy.</p>	<p style="text-align: center;">Same As Full Management</p>
<p>Move In We will undertake to meet the Tenant at the Property, providing all keys where necessary and within reason showing the Tenant the locations of appliances, stop cock, meters, parking spaces and bin areas. As required by the law, we will also undertake to test the operation of the smoke alarms and any carbon monoxide detectors located within the Property. Thereafter the tenant is liable for regular testing of the alarms/detectors.</p>	<p style="text-align: center;">Same As Full Management</p>

<p>Tenancy Agreements Tenancy agreements are drawn up between you and your Tenant 'subject to contract'. We sign this as an agent on your behalf. The agreement will outline the responsibilities of you and the Tenant, as well as any individually negotiated clauses you agreed upon. The length of the tenancy is normally for a period of 6 months.</p>	<p>Same As Full Management</p>
<p>Inspection Visits Inspections are carried out on your property every four months to monitor changes to the Property. Photographs will be taken of any issues and will be sent to you, along with the report shortly after.</p>	<p>If you are on the find a Tenant service, property checks will have to be carried out by you in agreement with the Tenants.</p>
<p>Utility Transfers We handle your property's utility transfers. There is a charge of £27.50 plus vat for this service payable by the Landlord. When a new Tenant moves into your property, we will contact the relevant suppliers and get the responsibility changed over into their name within 72 hours of tenancy commencement.</p>	<p>Same As Full Management</p>
<p>Deposit & Disputes More information about how we deal with a deposit and any subsequent disputes can be found on Page 11.</p>	<p>We will collect the deposit on your behalf and submit the deposit to an authorised deposit scheme within the required timescale. If you require assistance in collating and submitting a dispute to the deposit scheme provider, please contact the office as detailed on Page 11 for a quotation.</p>
<p>Maintenance Any maintenance issues that occur at the Property will be passed through us. We will contact the relevant tradesman that we use regularly to visit the property and provide us with a quote. If over £200 we will then contact you directly to discuss what needs to be done to rectify the issue/s. If works proceed, the invoice amount will be taken out of your next rental payment or in certain circumstances the amount will be required to be paid upfront. Your preferred tradesmen can be used if you provide us with their details.</p>	<p>This is solely between you and your Tenant.</p>
<p>Rent Set-Up & Collection We arrange for the Tenant to set up a standing order mandate for your rent. This will be paid into our account where we will deduct our management fee and maintenance costs if applicable. Payment made for the first rental period will be made to you within 5 working days of tenancy commencement, other subsequent payments will be made within 2 working days of funds clearing with the Agent.</p>	<p>If you are on a find a Tenant package, we will arrange for the Tenant to set up a standing order mandate from Month 2 which will have your bank details as the payable account. We will have no further involvement.</p>
<p>Legal Notices If for any reason, we are requested by yourself to serve a notice for possession, commonly a section 8 or section 21 notice (Form 6A), we will complete, sign and serve the notice on your behalf within 3 working days of such a request being received in writing by ourselves.</p>	<p>If you require this service, please contact the office for a quotation. 5.</p>
<p>Court Attendance We can, for a fee, attend any court hearing required. These fees are detailed under the service level on page 5 of this agreement.</p>	<p>Not applicable.</p>

<p>Day-to-Day Management with the Tenant on your behalf We manage all communications with the tenant on your behalf. If there are any issues or general enquiries from the Tenants, we will be the main point of contact. We will then speak to you to hopefully find a resolution.</p>	<p>We will not contact your Tenant after they have moved into your property.</p>
<p>Legionella Risk Assessment In accordance with the Health & Safety Guidelines 274 Part 2, a landlord is responsible for the checking and monitoring of all water systems in their properties. This means an initial check should be carried out to ascertain the risk level of Legionella. As with all advisory legislation we strongly recommend you consider carrying out these risk assessments.</p>	<p style="text-align: center;">Same As Full Management</p>
<p>Tenancy Renewals When a tenancy agreement is due to expire, we will contact you and the Tenants to try and organise a tenancy renewal. Both parties must agree on the term length and rental amount. We will organise for the Tenant to sign the renewal tenancy. As the Agent, we will sign on your behalf.</p>	<p>We will not contact you or your Tenant regarding renewing their tenancy agreement. We can however upon request prepare an agreement for you and your Tenants. Please refer to our service level on page 5 for the fee charged.</p>
<p>Check-Out Process At the end of tenancy, we will visit the property to assess its condition. We will then cross-check this with the inventory that was carried out prior to the tenancy. We will then use this to determine if any deductions need to be made from the deposit. A copy of the report will be sent over to you. We will then contact you to obtain your thoughts on the property's condition as well as advising you whether you may need to visit the property yourself to contribute any additional findings.</p>	<p>We can conduct a check-out on your behalf if required. Please refer to the service level on page 5 for the fee charged.</p>
<p>Energy Performance Certificate (EPC) An energy performance certificate is required for us to market your property. If you do not have an EPC, we can arrange for one to be carried out at your property for a fee (please refer to our service level on page 5).</p>	<p style="text-align: center;">Same As Full Management</p>
<p>Smoke Alarm/Carbon Monoxide Detector Installation To ensure that your property is compliant with current legislation we will carry out a pre-tenancy inspection to ensure that your legal obligations are fulfilled completely. We can install required units for an additional fee following this visit (please refer to our service level on page 5).</p>	<p style="text-align: center;">Same As Full Management</p>
<p>HMRC Non-Resident Landlord (NRL) Tax Submission If you reside outside of the UK and do not have NRL Tax exemption we will provide the HMRC with the required quarterly breakdown on your behalf. Please refer to the service level on page 5 for the fee charged.</p>	<p style="text-align: center;">Not applicable.</p>

Service Level

All terms are quoted on a sole agency basis unless noted otherwise. Figures are quoted per property and are inclusive of VAT.

Please tick the box of the service you wish to use	 <input type="checkbox"/>	 <input type="checkbox"/>																					
Arrangement Fee	£300 (£250 plus vat) and £30 (£25 plus vat) per tenant for referencing	£300 (£250 plus vat) and £30 (£25 plus vat) per tenant for referencing																					
Management Fee	12% (10% plus vat)	12% (10% plus vat) of the first 6 months' rent																					
Tenancy Renewal Fee	£60 (£50 plus vat)	£90 (£75 plus vat)																					
Inventory Cost	<table border="0"> <thead> <tr> <th><u>Bedrooms</u></th> <th><u>Unfurnished</u></th> <th><u>Furnished</u></th> </tr> </thead> <tbody> <tr> <td>Studio</td> <td>£66 (£55 + vat)</td> <td>£78 (£65 + vat)</td> </tr> <tr> <td>1</td> <td>£72 (£60 + vat)</td> <td>£84 (£70 + vat)</td> </tr> <tr> <td>2</td> <td>£84 (£70 + vat)</td> <td>£102 (£85 + vat)</td> </tr> <tr> <td>3</td> <td>£96 (£80 + vat)</td> <td>£114 (£95 + vat)</td> </tr> <tr> <td>4</td> <td>£108 (£90 + vat)</td> <td>£132 (£110 + vat)</td> </tr> <tr> <td>5</td> <td>£126 (£105 + vat)</td> <td>£150 (£125 + vat)</td> </tr> </tbody> </table>	<u>Bedrooms</u>	<u>Unfurnished</u>	<u>Furnished</u>	Studio	£66 (£55 + vat)	£78 (£65 + vat)	1	£72 (£60 + vat)	£84 (£70 + vat)	2	£84 (£70 + vat)	£102 (£85 + vat)	3	£96 (£80 + vat)	£114 (£95 + vat)	4	£108 (£90 + vat)	£132 (£110 + vat)	5	£126 (£105 + vat)	£150 (£125 + vat)	Same As Full Management
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Check-Out Fee	£ included	£90 (£75 plus vat)																					
Utility Transfer Fee	£33 (£27.50 plus vat)	£33 (£27.50 plus vat)																					
Additional Inspections	£33 (£27.50 plus vat)	£60 (£50 plus vat)																					
Insurance Claims	£33 (£27.50 plus vat) per hour	N/A																					
Non-routine management / major works	12% (10% plus vat) of the net cost	N/A																					
Court Attendance	£90 (£75 plus vat) per hour	£90 (£75 plus vat) per hour																					
Deposit Adjudication	£120 (£100 plus vat)	N/A																					
HMRC Non-Resident Landlord Tax Submission	£36 (£30 plus vat) per quarter	N/A																					
Key Cutting Fees	£12 (£10 plus vat) plus cost of cutting key	£12 (£10 plus vat) plus cost of cutting key																					
Gas Safety Record	£78 (£65 plus vat) and £18 (£15 plus vat) for each additional appliance	Same as Full Management																					
Periodic Electrical Installation Certificate	<table border="0"> <thead> <tr> <th><u>Bedrooms</u></th> <th><u>Price</u></th> </tr> </thead> <tbody> <tr> <td>Studio or 1</td> <td>£102 (£85 plus vat)</td> </tr> <tr> <td>2</td> <td>£114 (£95 plus vat)</td> </tr> <tr> <td>3+</td> <td>£132 (£110 plus vat)</td> </tr> </tbody> </table>	<u>Bedrooms</u>	<u>Price</u>	Studio or 1	£102 (£85 plus vat)	2	£114 (£95 plus vat)	3+	£132 (£110 plus vat)	Same as Full Management													
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Legionella Risk Assessment	£42 (£35 plus vat)	£42 (£35 plus vat)																					

Smoke Alarm	£35	£35												
Carbon Monoxide Detector	£35	£35												
Supply and fit battery	£12 (£10 plus vat)	£12 (£10 plus vat)												
Supply and fit fire blanket	£24 (£20 plus vat)	£24 (£20 plus vat)												
Energy Performance Certificate (EPC)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Bedrooms</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Price</u></th> </tr> </thead> <tbody> <tr> <td>Studio</td> <td>£78 (£65 plus vat)</td> </tr> <tr> <td>1</td> <td>£84 (£70 plus vat)</td> </tr> <tr> <td>2</td> <td>£90 (£75 plus vat)</td> </tr> <tr> <td>3</td> <td>£96 (£80 plus vat)</td> </tr> <tr> <td>4+</td> <td>£102 (£85 plus vat)</td> </tr> </tbody> </table>	<u>Bedrooms</u>	<u>Price</u>	Studio	£78 (£65 plus vat)	1	£84 (£70 plus vat)	2	£90 (£75 plus vat)	3	£96 (£80 plus vat)	4+	£102 (£85 plus vat)	Same as Full Management
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Marketing Details

The property will be rented on the following basis:

Sole Agency Basis: The Landlord agrees to have the property on a sole agency basis (unless otherwise agreed) for a minimum of 6 weeks. You have the right to cancel this instruction within 14 calendar days of signing, this can be terminated by either party when a contract is signed by the client during a visit by ourselves to your home or at place of work, away from our premises or online. During the sole agency period the Landlord will not instruct any other agent to market or advertise the property. At the end of this period, should the client wish to terminate the agreement, they will need to do so in writing to:

Cosgroves 49-51 Osborne Road Southsea Hampshire PO5 3LS

If at any time it should become necessary for the Agent to terminate this agreement, we shall do so in writing giving three months' notice of our intention to terminate except where the landlord has refused to comply with legislative requirements, the termination will happen immediately upon written confirmation being issued by the Agent.

Please complete the following:

1. Initial term of tenancy period required is **months**

2. Target calendar monthly rent will be £ **per calendar month**

3. The property will be let **Furnished** **Part-Furnished** **Unfurnished** (please tick one – if part or fully furnished, please list on a separate piece of paper the items being left in the property).

4. The Landlord requires us to obtain an **Energy Performance Certificate** **Smoke Alarm** (insert number)
Gas Safety Check **DVD Inventory**

5. The Landlord requires us to obtain **Keys** (insert number of sets required – we require three sets as the Agent)

6. The property is available from the

7. The Deposit will be £ (we recommend a deposit of the monthly calendar rent + £100)

8. **To Let Board** – To enhance our prospects of letting the property in the shortest time-frame possible, we propose to erect a 'To Let' board at the property. Should you feel that you do not wish for a board to be erected, please tick the following box:

9. **Breakdown of Fees** – Based on the target monthly rent of £ **pcm**, your monthly management fee will be £ inclusive of VAT.

What You Are Responsible For:

Tax – You are responsible for paying tax on your rental income. If you are living outside of the UK, in accordance with the Finance Act 1995, you will need to apply for approval to receive rent without tax deductions. In the absence of this approval, we will deduct tax from your rental income and pay these monies over to the Inland Revenue on your behalf. Should you move outside of the UK during a tenancy, you will need to make us aware as soon as possible. You are liable to pay all property taxes for periods where the property is vacant. You will also need to keep and maintain your records for VAT purposes. We will hold copies of your rental statements should you require them.

Money Laundering – Under the Money Laundering Regulations 2017, we are now required to ensure that we have risk assessed all relevant transactions which will include the creation of a tenancy between the Landlord and Tenant. Therefore, we are legally obliged to request, collate and store the following information from you: (1) Personal Identification such as a driving licence or passport, (2) Proof of Address, such as a utility bill or bank statement and (3) Proof of Ownership of the Property being let, such as a mortgage statement or a copy of the title deeds.

Mortgage Lender – You are responsible for obtaining permission to let your property from your mortgage lender and informing us of any conditions that need to be met to comply. We may require written confirmation that this has been completed. If your mortgage payment is due within seven days after your rent due date, we strongly advise that you contact your mortgage lender to change this.

Houses in Multiple Occupation (HMO) – Complying with any order made by a local authority relating to HMOs and completing any works required (prior to a tenancy commencing).

England/Wales Postal Address – Arranging postal re-direction at the property and providing us with an address in England or Wales for the Tenant to serve legal notices on you.

Property Insurance – You will need to ensure that there are adequate levels of insurance cover in force in respect of the Property and the contents, if applicable, and the insurer is aware that the Property is available for letting. You will need to notify the insurer of the date of any letting. You will need to ensure that the insurer is aware if the Tenant is claiming housing benefit. You will also need to ensure that public liability is noted on the insurance policy.

Gas Safety – In accordance with the Gas Safety (Installation and Use) Regulations 1994, gas appliances and installations must be checked and found to be safe by a Gas Safe registered engineer annually. A copy of the gas safety record must be produced to the Agent. Records of safety checks must be retained for at least two years. All servicing, repairs or replacement of gas appliances must be carried out by a 'Gas Safe' registered engineer.

Electrical Safety – In accordance with the Electrical Equipment (Safety) Regulations 1994, the wiring at the property in both fixed electrical equipment and the Property itself must meet all electrical and fire safety regulations. Checks must be carried out by qualified electricians who comply with certification requirements. As with all advisory legislation we strongly recommend you consider carrying out these tests. The Agent can hold no responsibility for any issues that occur because of these not being carried out.

Smoke Alarms – In accordance with the Smoke and Carbon Monoxide Alarm Regulations (England) 2015, the Property requires a working and tested smoke alarm on each habitable level of the Property and if there a solid fuel applicable a working and tested carbon monoxide detector at the commencement of the tenancy.

Legionella Risk Assessment – In accordance with the Health & Safety Guidelines 274 Part 2 a landlord is responsible for the checking and monitoring of all water systems in their properties. This means an initial check should be carried out to ascertain the risk level of Legionella. As with all advisory legislation we strongly recommend you consider carrying out these risk assessments. The Agent can hold no responsibility for any issues that occur because of these not being carried out.

Furnishings – Removing or replacing all furnishings, which do not comply with the Furniture and Furnishings (Fire Safety) Regulations 1988. Any furnishings left behind must comply with the current fire resistance requirements. All personal and treasured possessions of real or sentimental value should be removed.

Energy Performance Certification – Complying with European Economic Union (EEU) legislation on Energy Performance Certification.

Utilities – Immediately before vacating the premises you must settle all gas, electricity and telephone accounts up to the date that the tenancy commences. Under no circumstances should utility accounts be transferred to care of Cosgroves or sent to our office.

Keys – Providing us with a minimum number of sets of keys, for the number of occupants agreed, together with any door entry and/or car park fobs, communal entrance codes and/or keys, and any alarm codes. All window keys must be left at the Property. Any costs incurred by the Agent for new keys will be charged to the Landlord, along with the addition of an administration fee which can be found on the service level on page 5. Cosgroves recommend the installation of security locks to remove the need to change the locks between tenancies.

Maintenance & Repairs – You will need to ensure that at the commencement of tenancy the Property is suitably clean for occupation by tenants. You will also have to maintain the Property in a good standard of repair throughout the tenancy term whilst occupied by a Tenant. All necessary repairs and maintenance will need to be resolved as and when it is required, as stated in the terms of a tenancy agreement. A list of useful information should be provided incorporating appliance instructions, main stop cock and meter locations, dustbin collection times etc.

Disputes – Inform us if you have a dispute regarding the contents of a check out report within 7 days of receiving it from the Agent.

House Builders' Guarantee – Providing us with details of any House Builders' Guarantee if applicable.

Security during Void Periods – The security of the Property during periods of vacancy are the Landlord's responsibility.

Costs You May Incur in Addition to Our Fees & Commissions – The annual gas safety and electrical checks, period electrical tests, energy performance certificates and relevant insurances. Appliance servicing repairs and maintenance, property maintenance and periodic redecoration, ground rent and service charges. Council tax and utility bills, telephone, broadband and cable services for vacant periods. TV licence fee if a TV is left at the Property, and the costs of taking legal action to recover possession of the Property if required.

Indemnity – The Landlord undertakes to indemnify the Agent within 7 days of a demand against all costs, claims and expenses of whatever nature made by any person or body arising from the withdrawal of the Landlord from a transaction once the Agent has located a Tenant but before the Tenant has moved in, including but not limited to, any costs incurred by the Agent in checking the references of the prospective Tenant which were undertaken in reliance upon the Landlord in completing the tenancy agreement. The Landlord undertakes to ratify whatsoever the Agent shall lawfully do by virtue of these terms and conditions and to indemnify the Agent against all costs and expenses properly incurred by the Agent.

Availability – If the Landlord fails to have the Property available for the period stated on page 5, the agent will not be responsible for any Tenant's abortive costs and the Landlord shall indemnify the Agent accordingly as stated above.

General Authority – By signing this contact, you are confirming that you have the legal right to let the Property from which we have received your instruction. You will need to confirm to us in writing if any of the events listed occur: Notice to terminate our agency, appointment of other agents including estate agents offering the property for sale, notice to terminate or vary the terms of an active tenancy, approval for maintenance work in excess of your delegated spend limit, changes to your bank details, changes to your residency address, changes to your contact details, exchange or completion of a sale of the property or legal proceedings, bankruptcy or insolvency orders that have been issued against you.

Right to Terminate Our Agency – In respect of an active tenancy arranged through our agency, you may terminate our agency by giving us 6 month's written notice. We may terminate our agency by giving you 3 month's written notice, or immediately at the end of a tenancy or at such times as Cosgroves are prevented from managing the property in accordance with these terms.

Copyright – All images, floor plans, sales particulars and any other printed material in relation to your property remain the property of the Agent. Should you wish to use any images, floor plans or descriptive materials once our agency agreement has ceased or for the purposes of multi-agency marketing, this will be subject to payment of a marketing fee of £240 inclusive of VAT. Should any of our marketing materials be used for marketing purposes by yourself or an appointed agent without our express permission, then you will automatically become liable for payment of our marketing fee.

Cancellation Charges – In the event of the Landlord terminating the agreement once a prospective Tenant has been found who is willing and able to proceed, the fee equivalent to the arrangement fee shall be payable by the Landlord to the Agent. Should the Landlord secure their own Tenant for the Property whilst the Property is under the terms of this agency agreement, the Landlord shall permit the Agent to carry out their referencing procedures and move the prospective Tenant into the property at a cost of £300 including VAT.

Variation of Terms – We may give you 1 months' notice to vary the terms of this Agency Agreement.

Transfer of Obligations – We may transfer all our rights and obligations as your Agent to a third party that has been approved by the Agent.

Legal Jurisdiction – These terms shall be governed, construed and enforced in accordance with the law of England and Wales.

Advertising – We may promote your Property using various media, including the erection of a board unless you instruct us not to do so. We may also use your Property for editorial features and advertising purposes, unless you instruct us otherwise.

Access – You may only gain access to the Property during an active tenancy by prior agreement with the Tenant, unless in circumstances of a genuine emergency threatening life or the safety of the Property. We will not be responsible for arranging access for other agents acting on your behalf.

Interest on Client Monies – We retain all interest earned on Client Monies.

Complaints Procedure – If you have a complaint about the service you have received from the Agent, you will need to put your concerns in writing to us. The correspondence will be acknowledged within 3 working days. The matter will then be investigated, and full response will be sent to you within 15 working days. If you feel the matter is unresolved, you will need to address your response to the managing director, who will investigate and respond with a final viewpoint. If you remain dissatisfied, you have the right to refer your matter to the Property Ombudsman at the following address: The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP.

Fees and Commissions – For both the initial fixed term of the tenancy and for any term thereafter, you are liable to pay our fees and commissions. Fees and commissions will be deducted in advance from rent paid. If you are on the Find a Tenant service, fees and commissions will be deducted in advance for the duration of the initial fixed term. Monies will be taken from the rent paid by the Tenant at the commencement of the tenancy. No refund of fees and commissions will be made if you or the Tenant invokes a break clause during the tenancy where our fee was pre-paid for the full term. Cosgroves will be entitled to the agreed commission if we let the said property, whether instructed verbally or in writing and Cosgroves shall be entitled to charge commission at the agreed rate in respect of any Tenant directly or indirectly introduced by ourselves for however long the Tenancy lasts. Cosgroves may deduct their fees and other monies due to them out of all monies coming into their hand by virtue of these terms and conditions.

If the Tenant directly or indirectly introduced to the client by Cosgroves purchases the property during a tenancy or within one year of the termination of a Tenancy, we shall be entitled to a commission of 1.8% of the purchase price including VAT. In the event of the property being sold subject to and with the benefit of a Tenancy, Cosgroves will look to the original owner of the property for the letting commission due for the introduction of the Tenant for however long that same tenancy lasts (including extensions or the grant of a new tenancy to the same tenant).

Cosgroves shall not be liable for any rent or non-payment of rent or any other liabilities on the part of or incurred by the Tenant, or for any outgoing payable on behalf of the Landlord if insufficient funds are available and/or they have not undertaken to discharge them pursuant to these terms and conditions. Cosgroves shall not be liable (either directly or indirectly) for any deficiency, loss or damage to the premises, its fixtures, fittings and contents, howsoever caused, whether included in the inventory or not. Cosgroves shall not be liable for the management or protection or security of any property before it is let or after the termination of the tenancy, or if unlet between tenancies, whether or not a key has been deposited with us. However, we will endeavour to make all reasonable efforts to ensure suitable security has been arranged. The client agrees to pay Cosgroves any other charges arising from any invoices, which may at any time be held to the client's account. The client accepts that Cosgroves will not pay any bills on the client's behalf unless sufficient funds are available in advance particularly when a property is unattended.

Cosgroves shall not be held responsible for injury to persons or property arising out of the conditions of the premises or any hazard in or about the premises. Clients are advised to take out all appropriate insurance cover. You are responsible for ensuring the Freeholder has fulfilled his obligations under the terms of the Head Lease in Leasehold properties.

Please Note: The above-mentioned regulations are subject to change and the Landlord accepts responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. The Landlord agrees that the Agent has the right to have any mandatory work and/or inspections undertaken at the property if the Landlord fails to comply with any act of legislation affecting the property. The Landlord agrees that this does not make the Agent responsible for completing the work and agrees to meet all costs incurred in ensuring the tenancy complies with legislation.

Terms and Conditions of This Agreement

The **Arrangement Fee** includes the following:

- Visiting the Property with the Landlord and agreeing the marketable value.
- Carrying out an initial inspection of the Property about safety regulations of occupancy.
- Marketing of the Property, including the taking of photographs and the preparation of particulars for advertising.
- Making the Property available to prospective Tenants for viewing.
- Accompanying viewings, arranging access and notice to current Tenants where necessary.
- Collection of a holding deposit.
- Vetting prospective Tenants and obtaining personal and financial references.
- Preparation of all the tenancy documentation, including Tenants welcome pack.
- Co-ordinating the signing of all required tenancy documentation by the Tenants.
- Collecting a deposit from the Tenants and registering it with an authorised deposit scheme.
- Arranging and co-ordinating Tenant's occupation of the Property.
- Conducting a move in and testing the alarms for operability on the tenancy commencement day.

The **Management Fee** includes the following:

Payments:

- Make demands of the monthly rent from the Tenant.
- Upon receipt of the rent to pay over the same to the Landlord's nominated bank/building society account subject to any deduction of statutory of other charges payable by the Landlord within two working days of receiving cleared funds.
- To prepare monthly statements detailing payment received by the Agent and to clearly state the deductions paid by the Agent and to include bills paid on the Landlord's behalf.

Care of the Property:

Full Management

- Deal with all day-to-day telephone calls and other enquiries regarding the Property on the Landlord's behalf
- Deal with emergency repairs and other maintenance issues as they arise. Arrange for appropriate tradesmen to affect necessary repairs and decoration to a maximum agreed cost of £200. More than this amount the Agent will obtain the Landlords approval first except in cases of emergency where we reserve the right to organise such work without prior consultation to avoid further damage or deterioration occurring.
- Carry out four monthly routine inspections and to notify the Landlord of apparent and obvious defects. This shall not amount to a survey of the property and the Agent does not accept responsibility for hidden or latent defects.
- At the termination of the tenancy to check the inventory and condition of the property and levy any resultant charges against the Tenant as appropriate. If the Property is to be re-let to arrange (in accordance with the provisions hereof relating to the repairs) for such works as are in the opinion of the Agent required to return to the Property back to a lettable condition.

Agreement Between the Parties

The Agent is not acting in the capacity as guarantor for the Tenant. Whilst all reasonable steps are taken to verify the position of any prospective Tenant, should there be any non-payment of rent during a tenancy agreement, the Landlord will still be responsible for costs incurred in recovering the unpaid rent, including legal proceedings. Fees are due and payable immediately on a Tenant entering into a tenancy agreement with the Landlord. It is agreed that the Agent will deduct such fees and commissions due from the rent monies collected. In the event of a local authority demanding repayment (whether in part or full) of housing benefit from the Agent and where the funds being demanded, have already been passed to the Landlord, they shall be responsible for refunding all monies to the Agent without any deductions whatsoever immediately. The Landlord also agrees that any deductions made from the holding deposit can be kept by the Agent for the purposes of reimbursement for any works or costs incurred on behalf of the Landlord during the Tenant application process.

The Agent shall not be required as part of their normal management duties to supervise any repair works nor to provide any specialist advice to the Landlord as to the nature of repairs required. The Agent shall be under no liability in respect of any loss or

damage arising from any sub-standard or inadequate repair works or from any other default by a repairing contractor. The Agent shall be under no liability for any theft or damage at the Property whilst vacant or between lettings.

The Tenancy Deposit

The Agent is a member of The Deposit Protection Service (Deposit Scheme), which is administered by:

The Deposit Protection Scheme

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Tel: 0330 303 0030

Web: www.depositprotection.com

Email: via online contact form

The Agent holds the tenancy deposit as a stakeholder and any interest which is generated from holding the deposit shall be retained by the Agent.

Find a Tenant Service

The Agent will only collect and protect the deposit on behalf of the Landlord to ensure compliance with deposit legislation. In the event there is a dispute between the Landlord and the Tenant in respect of the return of the deposit, the Agent will not be involved, and it is the Landlord's responsibility to instigate, collate and submit all the required evidence for the purposes of adjudication. If the Landlord does require the assistance of the Agent, then the fee incurred will have to be negotiated. For our Find a Tenant Service the Landlord will be required to register with the Deposit Protection Service to allow the transfer of the Deposit from Cosgroves. Failure to register with the DPS could mean that the deposit is returned to the Tenants in full at the end of the Term.

End of Tenancy – Tenancy Deposit Scheme

If there is no dispute, we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or balance of the deposit according to the conditions of the tenancy agreement with the Landlord and the Tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit, it will be submitted to the Deposit Scheme for adjudication if both parties agree. All parties agree to co-operate with any adjudication. The statutory rights of the Landlord and the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to adjudication. The parties may, if either party chooses to do so, seek the decision of a court. However, this process may take longer and may incur further costs, because it is a condition of the tenancy agreement signed by both parties, judges may refer the dispute back to the Deposit Scheme for adjudication. If the parties agree that the dispute should be resolved by adjudication, they agree to be bound by the decision of the adjudicator.

If there is a dispute, we must remit to the Deposit Scheme the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether the Landlord wants to contest it. Failure to do so will not delay the adjudication, but the Deposit Scheme will take appropriate action to recover the deposit and discipline the Agent. The Agent must co-operate with final decision of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Correct Information

The Landlord warrants that all information that has been provided to the Agent is correct to the best of their knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

General Data Protection Regulations

The Landlord agrees that any personal data provided to them by the Agent, such as tenant details, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, that such personal data is disposed of securely. The Landlord further agrees, that they will fully cooperate with the Agent in the event a Subject Data Access Request is received, and to compensate the Agent for any liability incurred through a failure of the Landlord to adhere with the General Data Protection Regulations.

Privacy Notice

Data Controller

Cosgroves
49-51 Osborne Road
Southsea
Hampshire
PO5 3LS
02392827827
info@cosgroves.co.uk

ICO Registration Number: 22704058

Your Personal Data

We will hold and process your personal data for a legitimate reason to ensure that we are able to fulfil all our contractual obligations to you. Therefore, your personal data will be shared with third parties to include but not limited to the tenants, contractors, software providers, tenancy deposit schemes, local council and utility companies to ensure the efficient management of your property. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected with the management of your property without your explicit consent.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or contact email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to above address or contact email which will be actioned within 7 working days of receipt.

Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address or email. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.

Cosgroves
49-51 Osborne Road
Southsea
Hampshire
PO5 3LS

I/we (Landlord name/names):

give the Agent permission to proceed in accordance with the Terms of Business provided but I/we understand that I/we do not lose the right to cancel the contract for a 14-day period. However, any work undertaken during the lead up to the cancellation will be payable to the Agent and/or any contractor instructed. Such works may be but not limited to the taking of photos, advertising on portals, obtaining an energy performance certificate and conducting viewings.

The Landlord has the right to cancel this contract if they wish. This right can be exercised by delivering or sending (inclusive of emails) a cancellation notice to the Agent at any time within the period of 14 days from the date this agreement is signed. The cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent.

Signed on behalf of the Agent

..... Agent

Print:

Landlord Signature/s:

..... Landlord (1)

..... Landlord (2)

Sole Legal Owner / Joint Owner / Power of Attorney
(Delete as appropriate)

Date:

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be electronic mail) this to the person named below. (Complete, detach and return this form only if you wish to cancel the contract)

Notice of cancellation under the 14-day cooling-off period

To: The Manager, Cosgroves 49-51 Osborne Road Southsea Hampshire PO5 3LS

I/We (delete as appropriate) hereby give notice I/we wish to cancel my/our contract.

Client Name: _____

Property Address _____

Signed: _____

Date: _____

Authorisation to Act as the Agent

I / We are the persons listed with the land registry as the property owners

I / We instruct Cosgroves to act as agent on my/our behalf

I / We authorise Cosgroves to sign the tenancy agreement on my/our behalf

I / We have notified the mortgagee my/our intention to let the named Property and have obtained their approval

I / We have notified the freeholder / block management company of my/our intention to let the named Property

I / We understand that all tenancies and subsequent renewals are subject to contract until the tenancy agreement has been signed by both parties, or by the Agent on your behalf, and the document is executed.

I / We are residents in the UK for tax purposes and the UK address is shown below OR I / We are not resident/s in the UK for tax purposes and the non-UK address is shown below:

By signing below, you agree with all the above statements.

Signed by the Landlord/s (1)

Signed by the Landlord/s (2)

_____ Date: _____ _____ Date: _____

If you live outside the UK, please provide us with an alternative contact number. The person must be UK based:

Name:	Telephone Number:
Email Address:	
Correspondence Address:	<u>Your Non-Resident Information:</u>
	Date of leaving the UK:
	Name of tax office:
	Exemption Approval No:

Utility Information

Complete the below to the best of your knowledge:

<p><u>Electricity</u></p> <p>Serial Number: _____ Supplier: _____</p> <p>Location of meter: _____ and fuse box: _____</p>

<p><u>Gas</u></p> <p>Serial Number: _____ Supplier: _____</p> <p>Location of meter: _____ and boiler: _____</p> <p>Boiler make & model _____</p>

<p><u>Water</u></p> <p>Serial Number: _____ Supplier: _____</p> <p>Location of meter: _____</p> <p>Location of stop-cock: _____</p>

Name of Local Council

Council Tax Band

Is there a telephone line at the property? If yes, please provide:

Alarm Code

Alarm Company Telephone Number

Alarm Service Details

Rubbish Collection Day

Compliance and Other Details

Service Care Agreements

Please provide information of any supplier in which you have a service agreement e.g. British Gas. Please notify the supplier of your intention to instruct a managing agent, so that we can conduct repairs if required on your behalf.

Company:	Policy No:
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Extent of cover:

Should you have service care agreement, we ask that you provide us with a copy for our records.

Preferred Tradesmen

If you are on a Full Management contract we will use our own tradesmen to address any maintenance issues raised during tenancy, however if you would prefer us to contact your own preferred tradesmen please provide contact details below. Please note, we will only use your preferred tradesman, where we have seen and taken copies of the relevant insurances and professional qualifications. **Unless otherwise authorised Cosgroves will carry out repairs at their absolute discretion up to the amount of £200 without prior warning to the Landlord.** Please complete the box below if you have an alternative preference:

I/We wish to be informed before any works are carried out:	I/We wish to be informed of any works likely to exceed £
------------------------------------------------------------	-------------------------------------------------------------

Plumbing

Name/Company:	Contact No:
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Electrical

Name/Company:	Contact No:
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General Handyman

Name/Company:	Contact No:
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Other (please specify):

Name/Company:	Contact No:
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Guarantees

Please list any items and appliances under guarantee:

Gas Safety:

Is your property connected to gas? **Yes / No**

If yes, do you hold a gas safety record? * **Yes / No**

Date of expiry:

***If yes, please provide us with a copy**

Are you happy for the Agent to automatically renew this at the cost detailed on page 5?

Yes / No

Boundaries: Please indicate if you are responsible for any of the boundaries around the Property. If you do, please fill in the box below with further details:;

Security: If the Property has a security alarm, please provide us with the details including the code and instructions for use in the box below (**please note: that you will be responsible for the maintenance of the alarm**):

Parking: Please make it aware to us if there are any allocated parking spaces for your Property, including the location, in the box below:

Please note: if there are any parking permits that are needed to be displayed for the allocated parking, please supply us with these prior to your Tenants moving in.

Block Management:

If your Property is part of a block, please ensure consent has been obtained to sublet and provide us with the contact details for the person or company in management of the building:

Company/Person's Name:

Address:

Tel:

Head Lease: If your Property is part of a block, the head lease may restrict certain actions of those living at the Property. Please provide further comments in the box provided, together with the applicable section of the lease.

Arrangements must be made to pay future maintenance and ground rent.

House Builders Guarantee:

Please provide us with details of any building guarantee that you may have together with the length remaining on this guarantee. It is vital that you provide us with details of who to contact and what items are covered by this guarantee. If we are not provided with these details, we will instruct our own appointed contractors to attend to maintenance issues at your expense.

Tenancy Agreement:

Our tenancy agreement contains standard clauses, but you may wish to indicate special conditions or restrictions that we can apply to the tenancy. Please remember to include any conditions or inclusions that your mortgage lender may impose:

Post: It is recommended to arrange a redirection with the Post Office or you can leave SAEs for the Tenant to forward.*

*Please delete as applicable

If there is anything you wish to make aware to us, please include it in the box below: