

Introduction Service Terms and Conditions of Business

1. Definitions

In these terms and conditions the following expressions shall have the following meanings:

1.1 "Curtis Haines" – Haines and Company Ltd and its successors in title or assigns.

1.2 "You" or "the Landlord" – the Landlord named in the instruction form and /or his successors in title or assigns.

1.3 "the Property" – the property or any part of it (including any garage) specified in the Instruction Form including any fixtures, fittings, furniture, appliances and equipment belonging to the Landlord.

1.4 "Tenant" – any tenant or tenants of the property introduced by Curtis Haines. If the tenant is more than one person, this expression shall be read and construed accordingly and includes any associate of the tenant or any person within this definition who remains in the Property. The expression "Tenancy" shall be read and construed accordingly and includes an initial period of tenancy, extension, renewal of holding over period, or any statutory periodic tenancy.

2. Preliminary Matters

There are a number of legal matters with which You must comply and You therefore warrant to Curtis Haines as follows:

2.1 That all furniture or furnishings in the property and included in the letting comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended.

2.2 That if there is a supply of gas to the property then all pipework and appliances are safe and have been the subject of a Gas Safety Inspection within the last month and You will produce to Curtis Haines a copy of the Gas Safety Certificate (so that in turn Curtis Haines can produce this to the Tenant) and that you have already or immediately will comply with any works required or recommended to be done by the terms of that Certificate.

2.3 That all electrical wiring in the Property and appliances to be included in the letting are safe and have been the subject of an electrical test within the last month by an NICEIC electrician and you will produce to Curtis Haines a copy of the Safety Certificate (so that in turn Curtis Haines can produce this to the Tenant) and that you have already or immediately will comply with any works required or recommended to be done by the terms of that Certificate.

2.4 That you have obtained written consents of any mortgagee of the property to the intended letting and will produce this consent to Curtis Haines.

2.5 If you instruct Curtis Haines to hold the deposit, then Curtis Haines will prepare an Inventory/schedule of condition and our charges will be as in clause 7.2. below.

3. Curtis Haines Letting Service

Curtis Haines will carry out the following services:

3.1 Inspect the property and advise on rents, furnishings, safety issues and any pertinent matters.

3.2 Advertise the property as necessary.

3.3 Arrange appointments for prospective tenants to view the property.

3.4 Introduce prospective tenants and take up references to rent guarantee level, unless otherwise advised to the landlord.

3.5 Prepare Landlords Deposit Information form for the Tenant as required by The Tenancy Deposit Scheme, and prepare, execute and complete the Tenancy Agreement (cost shared with Tenant)

3.5 (1) Where the Landlord instructs Curtis Haines to hold the deposit, Curtis Haines will prepare an Inventory/Schedule of condition, liaising with public utilities as necessary. Where a room or other storage area is locked off by a Landlord and no key is provided Curtis Haines will not be responsible for or take Inventory of any contents.

3.5 (2) Curtis Haines will not Inventory Landlords possessions stored in a loft or attic.

3.6 Collect the first payment of rent and account to you less our fees (see clause 7.1).

3.7 Receive and hold deposit if required.

3.8 Where Curtis Haines are instructed to hold the deposit and an Inventory has been prepared, then Curtis Haines will check the tenant out of the property at the end of the tenancy and in accordance with clause 5 below prepare a report and liaise with public utilities as necessary and our charges will be as in clause 7.2 below.

3.9 Where an Introduction service is provided, Curtis Haines will not check out the Tenant unless Curtis Haines both prepared the Inventory and held the deposit and are in receipt of payment for the check out as in clause 7.2 below.

4. Tax Returns/Overseas Landlords

Curtis Haines will, if instructed, enter into correspondence with the Inland Revenue and to prepare and submit Tax Returns relating to income and expenditure from the Property subject to the payment of an additional fee of £80 pa.

5. Deposits

Supplementary terms and conditions as required by The Tenancy Deposit Scheme as administered by The Dispute Service Ltd.

1. We will transfer the deposit to you within 5 working days of receiving it. You (the Landlord) must register it with a Tenancy Deposit Protection Scheme within a further 9 days (if the Tenancy is an Assured Shorthold Tenancy.) If you fail to do so, the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the deposit back to the Tenant or lodge it with the custodial scheme which is known as The Deposit Protection Scheme. In addition a further order will be made requiring you (the Landlord) to pay compensation to the Tenant of an amount equal to three times the deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. Curtis Haines has no liability for any loss suffered if you fail to comply.

2. If you instruct Curtis Haines to hold the deposit, we will do so under the terms of the Tenancy Deposit Scheme and the use of Curtis Haines Inventory will be mandatory in order to facilitate this.

3. Curtis Haines is a member of The Tenancy Deposit Scheme which is administered by:

The Dispute Service Ltd., POBox 541, Amersham, Bucks, HP6 6ZR

Phone 0845 226 7837, email deposits@tds.gb.com , fax 01494 431 123

4. Curtis Haines holds tenancy deposits as stakeholder

5. **Definition:** ICE as referred to below is the Independent Case examiner of The Dispute Service

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

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

CURTIS HAINES

Curtis Haines Letting Authority

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5.2 If, after 10 working days following notification of a dispute to Curtis Haines and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit it will (subject to 5.3 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

5.3 When the amount in dispute is over £5000 the Landlord and Tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties the ICE may at his discretions accept the dispute for arbitration. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of the Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

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

5.5 It is not compulsory for the parties to refer the dispute to the ICE of adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the tenancy agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision if the ICE as final and binding.

5.6 If there is a dispute Curtis Haines must remit to The Dispute Service Ltd the full Deposit, less any amounts already agreed by both parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or Curtis Haines want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

5.7 Curtis Haines must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Incorrect information

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

Landlord provides incorrect information to Curtis Haines which causes Curtis Haines to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate Curtis Haines for all losses suffered

6. Sale of property to a tenant

6.1 Where a Tenant or any third party introduced by Curtis Haines or the Tenant, purchases the freehold or long leasehold of the Property during or within six months of the end of the tenancy a fee equivalent to 1.25% plus VAT of the purchase consideration will forthwith become due and payable to Curtis Haines by the Landlord

6.2 If the Landlord sells the property to a third party he shall remain liable for all Curtis Haines commissions and fees hereunder but if the purchaser enters into a new letting agreement for the tenancy/the property with Curtis Haines then at their discretion they will release the landlord from liability.

7. Curtis Haines Letting Fees

7.1 Curtis Haines introduction fees – 10% of the rent, fees being payable for a minimum of six months and a maximum of 12 months and are deducted from the first payment of rent. Where a six month tenancy is drawn up then an invoice for the final six months fee will be sent to you at the renewal date. Further, where an existing tenant holds over and no formal extension is agreed then you are liable to pay Curtis Haines 10% of the rent due for each month after the original six month tenancy up to a maximum of a further six months.

If the tenancy is ended for any reason during the first six months then no refund of the fees for that period will be payable. Curtis Haines minimum introduction charge for the first six months is £300 plus VAT with any subsequent fee due for the final six months being calculated proportionately.

7.2 Curtis Haines Tenancy Agreement and Inventory Service will be charged as per the current price list

7.2 (i) If Curtis Haines hold the deposit The Dispute Service Ltd premium and administration £10 plus VAT

7.3 If a Gas Safety Certificate is not provided to Curtis Haines prior to the commencement of the tenancy, the Landlord agrees that Curtis Haines may instruct a qualified CORGI registered contractor to inspect the gas installation,

appliances and flues, and carry out any necessary repairs to enable the Safety certificate to be issued. The Landlord will pay the costs on demand plus Curtis Haines administration charge – £30 plus VAT.

7.4 If an Electrical Safety Certificate is not provided to Curtis Haines prior to the commencement of the tenancy, the Landlord agrees that Curtis Haines may instruct a qualified electrician to inspect and carry out any necessary repairs to enable the safety certificate to be issued. The Landlord will pay the costs on demand plus Curtis Haines administration charge – £30 plus VAT.

7.5 Should a Landlord withdraw from a proposed tenancy for any reason after full references have been taken up and agreed with the Landlord and after legal documentation has subsequently been prepared Curtis Haines shall invoice the Landlord £300 plus VAT being the costs incurred for this abortive work

7.6 VAT is payable on all charges at the current rate.

I/We appoint Curtis Haines as our Agent to find a tenant and Let

("the Property") and confirm that we have read and fully understand the terms and conditions as set out above.

The rent sought by me/us will be:

£	pcm
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Please hold the contingency deposit and prepare an Inventory

YES NO

Signed

Date

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