

# Terms & Conditions



[fishtailpropertysolutions.co.uk](http://fishtailpropertysolutions.co.uk)

1. This Agreement is made between, us, Fishtail Property Solutions Limited, whose registered office is 28 Alexandra Road, Farnborough, GU14 6DA, "the Agent", and the Landlord as detailed below. This agreement sets out the services we provide to you and also sets out your responsibilities as the Landlord. Please read the Agreement carefully. If there are any parts which you do not fully understand please speak to us. You will be bound by this Agreement as soon as you sign and return it to us. The fees detailed in this document will be due for 'the life of the tenancy' which means, as long as one person forming the tenancy remains in the premises.

2. Fishtail Property Solutions Limited are members of the Association of Residential Lettings Agents (ARLA) and their Client Money Protection Scheme (CMP). We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)). Our Company Registration number is 15439587.

3. The Landlord appoints the Agent to be their Letting Agent in respect of the Property as detailed below and to perform the duties set out below ("the Services") in accordance with the following terms.

4. All proposals made, quotations given, instructions accepted and contracts entered into by the Landlord with the Agent to perform the Services are subject to this Agreement. Any changes or additions to the Services or this Agreement must be agreed in writing by the Agent.

5. The Landlord shall at his own expense supply the Agent with all necessary documentation or other material and all necessary data or other information relating to the Services, within sufficient time to enable the Agent to provide the Services in accordance with the Agreement.

The Landlord shall ensure the accuracy of all the documentation provided.

## **The following documentation must be provided immediately.**

5.1. Confirmation that the Landlord is the rightful owner of the Property that is to be let.

5.2. Confirmation that the Landlord's mortgagor and / or Superior Landlord have provided their consent for this tenancy or confirmation that consent is not required.

5.3. A Gas Safety Certificate that is no less than 12 months old, as required by the Gas Safety (Installation and Use) Regulations 1998, or authorise the Agent to obtain a Gas Safety Certificate on the Landlord's behalf, the cost of which will be paid for by the Landlord.

5.4. A Portable Appliance Test (PAT) report for all electrical equipment that the Landlord has made available for any Tenants, that is no less than 3 months old, together with a valid and up to date NICEIC Periodic Inspection Test or authorise the Agent to obtain such reports on the Landlord's behalf, the cost of which will be paid for by the Landlord.

5.5. Confirmation that all the furniture and furnishings that are made available for the Tenants complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

5.6. A valid Energy Performance Certificate (EPC) for the Property for marketing purposes.

5.7. Confirmation that this is not a House of Multiple Occupation (HMO) and if it is you have obtained the necessary Licence for the Property to be let.

5.8. Confirmation that you have obtained any other licences which may be required for the Property.

5.9. Confirmation that smoke and carbon monoxide detectors are installed in the Property and in good working order, with new batteries included at the start of the tenancy and are in accordance with relevant European and British standards.

5.10. In accordance with the Health and Safety at Work etc Act 1974 and other relevant legislation, as the Landlord you are responsible for assessing the risk of exposure to Legionella in the Property and you confirm that you, or a competent person, have undertaken this risk assessment and there is no reasonably foreseeable risk.

6. All of the requirements in clauses 5.1 – 5.10 must be provided to the Agent or obtained by the Agent prior to the Property being marketed. If the Landlord fails to provide this documentation, the Agent will not be able to advertise or market the Property.

## Our Letting Services

### 7. Sole Lettings Rights

7.1. By appointing us, you agree that we shall have sole letting rights to market the premises for a period of 20 weeks.

The sole letting rights can be terminated at the end of the fixed period by giving us two weeks written notice i.e. to end sole letting rights at the end of week 20, notice needs to have been served by the end of week 18. If you do not terminate the sole letting rights it will continue until we receive your written instructions. This means that you will be liable to pay commission to us, in addition to any costs or charges agreed, if at any time, unconditional contracts for the letting of the premises have been exchanged:

- With a Tenant introduced by us during the period of sole letting rights; or
- With a Tenant with whom we had negotiations about the premises during that period; or
- With a Tenant introduced by another agent or any other person including yourself during that period.

7.2. It is important to note that if you instruct another agent to act as well as us, you will have to pay the commission due under this agreement to us regardless of whether or not you also owe a fee to the other agent.

7.3. By appointing us as a Joint/ Multiple agent you will be liable to pay commission to us, in addition to any costs or charges agreed, if at any time, unconditional contracts for the letting of the premises have been exchanged: with a Tenant introduced by us during our period of joint/multiple agency; or with a Tenant with whom we had negotiations about the premises during that period.

### 8. Sub Agency

8.1. We may give details of your premises on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the premises promptly.

### 9. Let Only Service

When we are instructed to let the premises we will do the following:

9.1. We will visit the premises to view them and provide you with an indication of the current market rent achievable.

9.2. We will market your premises to inform suitable applicants of the availability of your premises by erecting a 'For Rent' board at the premises and all other marketing including internet advertising. You must notify us in writing if you have previously agreed not to erect a 'For Rent' board with the superior Landlord, freeholder or other interested party, or local by-laws or conservation area restrictions prevent the erection of a board.

9.3. We will accompany viewers to your premises with keys provided by you.

9.4. Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.

9.5. When an applicant shows an interest in your premises, we will: (a) Take up references upon each applicant whenever possible. (b) Provide a sample tenancy agreement once referencing concluded. (c) Under the Right to Rent legislation, we will check identity documents for all new Tenants and take copies. This includes checking a UK passport, a European Economic Area passport or identity card, a permanent residence card or travel document showing indefinite leave to remain, a Home Office immigration status document or a certificate of registration or naturalisation as a British citizen.

9.6. In line with The Property Ombudsman's Code of Practice we aim to provide you with information about your Tenant so that you can make an informed decision about letting your property to them. In order to maintain impartiality we use an external Tenant referencing service provider, Let alliance. Once we are in receipt of references from The Let alliance we will provide you with a copy. You will need to confirm that the references are acceptable, but if we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.

9.7. Although we do not employ inventory clerks we can instruct one on your behalf subject to a fee, for which you will be liable and as advised in our schedule of inventory fees, as detailed in our Property Information Questionnaire. An Inventory and Schedule of Condition is essential for the proper conduct of your premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. If you do not have an Inventory and Schedule of Condition you will not be able to prove the condition of the premises at the start of the tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory.

9.8. If you opt for our inventory services at the start of the tenancy a check-out report of the Inventory and Schedule of Condition should be carried out at the end of the tenancy. You may wish to consider offering the Tenant a check in process.

- 9.9. Prepare a comprehensive tenancy agreement setting out the rights and obligations of both parties including any special terms that have been agreed. If you wish to use a tenancy agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the tenancy is due to commence.
- 9.10. It will be your responsibility to notify the electricity, gas, water and telephone companies and the local authority when the Tenant occupies your premises. If you fail to do so the liability for the utilities may remain in your name. If we are managing your property we will do this on your behalf.
- 9.11. Collect the first month's rent together with the Deposit which will usually be equivalent to five week's rent and provide the Tenant with account details and arrangements so they can send future rent payments direct to your bank account.
- 9.12. Hold the Deposit paid by the Tenant as Stakeholder against damage, breach of the tenancy agreement or any other outstanding charges owed by the Tenant.
- 9.13. Register the details of the Deposit and the two parties to the tenancy agreement with the Deposit Protection Scheme regardless of the type of tenancy.
- 9.14. Request a minimum of three sets of keys from the Landlord prior to the tenancy commencing.
- 9.15. Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record ("GSR") if we have not received a copy of a current GSR five days before the tenancy commences. The cost will remain your responsibility.
- 9.16. Serve Notice to end the tenancy if requested in writing and you do not wish to renew or extend the tenancy. If the Management Service is not used this will be subject to an administration fee as shown in our Landlord fee menu. You must provide us with at least 10 week's written warning that you want to end the tenancy either at the end of the fixed term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice.
- 9.17. Arrange an Inventory or update of the same, subject to the receipt of cleared funds to cover the cost as detailed in our schedule of inventory fees in our Property Information Questionnaire.
- 9.18. Advise you that if a formal offer has been made by a prospective Tenant and you then inform us that you wish to withdraw from the proposed tenancy that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.
- 9.19. Advise you that if you instruct us to proceed with a proposed tenancy and subsequently withdraw your instructions you agree by signing this agreement to pay the abortive tenancy fee detailed in our Landlord fee menu.
- 9.20. Inform you that you must notify us of any change in your residency.
- 9.21. Warn that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and you have requested us to do the work in writing. A void management works fee, as detailed in our Landlord's fee menu, would be charged.
- 9.22. Notify you that it is not part of our normal function to forward the client's mail. Therefore, no responsibility can be taken for mail sent to you at the premises. We recommend that you arrange for it to be redirected by the Post Office.
- 9.23. Advise that if you use the Find a Tenant or the Rent Collection service it will be your responsibility to arrange repairs. You should provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the premises.
- 9.24. Advise that if the Tenant leaves the premises of their own accord prior to the expiration of the tenancy it is your responsibility to take the appropriate action to recover any outstanding rent from the former Tenant.
- 9.25. In accordance with the Tenant Find Service Agreement, the Landlord agrees to pay the Agent's Fees for the Services as detailed in the Landlord fee menu prior to the letting. The Landlord also accepts that the Agent is not responsible for the collection of rent or dealing with any other breaches of the Tenancy Agreement.
- 9.26. The Landlord accepts that the Agent is not responsible or liable for any non-payment of rent or other breach of tenancy unless specifically agreed.

## 10. Rent Collection

In addition to the Find a Tenant service detailed above we will do the following:

10.1. Our commission is calculated as a percentage of the gross rent premium or other money payable throughout the term and any extension of it, whether fixed term or periodic even if we are not instructed to act on your behalf for as long as one person forming the Tenant remains in the premises.

10.2. We will use a robust system, driven by CRM software to highlight any late rents.

10.3. Use our best efforts to arrange for a standing order to be set up so that the Tenant can send future rent payments direct to us. Monthly statements of account will be sent to you within five days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account. You will compensate us within five days of a statement of account from us for payment of all claims costs and expenses incurred as a result of repayments made by us for any overpaid housing benefit or any monies other than rent due paid to you in error.

10.4. Advise that you should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the rent payment date, void periods or failure by the Tenant to pay the rent.

10.5. Advise that we cannot be held responsible if the Tenant fails to pay the contractual rent unless it is due to our negligence or breach of contract. We will however take action in your name to recover rent arrears by serving the appropriate letter requesting payment to their home address. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for the legal charges and expenses incurred.

## 11. Fully Managed Service

In addition to the above services we will do the following:

11.1. Our commission is calculated as a percentage of the gross rent premium or other money payable throughout the term and any extension of it, whether fixed term or periodic even if we are not instructed to act on your behalf for as long as one person forming the Tenant remains in the premises.

11.2. Pay outgoings by agreement such as contractors who have carried out works and/or maintenance charges or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts which appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.

11.3. Provide utility companies and the local authority with the new Tenant's name and date of commencement, as well as the meter readings (where details of utility companies are provided, meters are accessible and our inventory service is selected).

11.4. Deal with day to day management matters, including minor repairs up to a maximum figure for any one item which will be agreed with the Landlord at the time of taking the instruction and the signing of this agreement. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair likely to cost more than £250 (Inc.Vat). By signing this agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the rent.

11.5. Instruct tradesmen to carry out any maintenance, repairs or other work on your behalf. By signing this agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £250 except in an emergency.

11.6. For works over £1,000 there will be an arrangement fee as detailed in our Landlord fee menu. We will agree a schedule of works and instruct two chosen contractors to quote for these works. Ensure that the quotes cover the schedule of works and negotiate an acceptable position. Monitor the works throughout the project and provide feedback on progress. Inspect works on completion and report to client before releasing agreed payment.

11.7. Use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we, the Agent, will not be liable for any loss suffered.

11.8. Advise that we are not liable for any loss or damage suffered by the Landlord if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.



11.9. Try to visit the premises approximately twice each year, or more frequently if requested in writing and deemed necessary by you which will be subject to a charge as shown on the Landlord fee menu provided the Tenant grants access. If the Tenant does not grant access we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the premises and the proper conduct of the tenancy by the Tenant. A visit will not constitute a complete check of every part of or every item in the premises but enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.

11.10. Supervision of the premises is not part of our management function when it is unoccupied. If you wish us to manage your premises during a void period we will gladly do so subject to the charges specified in our Landlord fee menu which are payable in advance together with your written instructions. We will visit the premises once a week during office hours being Monday to Friday between 9am and 5pm. We will inform you of any lack of repair or maintenance but will not instruct a contractor unless we hold cleared funds, you confirm in writing we may deduct the cost of the contractor from those funds and you agree in writing to pay our administration fee as shown in the Landlord fee menu.

11.11. Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the premises to undertake work on your behalf or arrange access via a key with the Tenant's permission.

11.12. Advise that either party may withdraw instructions to manage the premises upon giving three month's written notice. However, our fees for the Letting and Rent Collection service remain payable.

## 12. Rent Guarantee Service

12.1. Should you opt for the Fishtail Rent Guarantee Service we will ensure your interest is added to our Essential Rent and Legal Protection insurance policy.

12.2. Should we make a successful claim, the following benefits can be provided by the Fishtail Rent Guarantee Service:

- Rent arrears while your Tenant or ex-tenant still occupies your property up to £15,000 if the rent is less than £2,500 pcm or up to £24,000 if the rent is £2,501 and £4,000 pcm.
- Legal action to gain possession of your property, including:
- Your legal rights to regain possession of your property that you have let under an assured shorthold tenancy or, a short assured tenancy, or an assured tenancy.
- Your legal rights to regain possession of your property if you have let your property to a limited company or partnership and your property has been let for people to live in.
- Your legal rights in trying to get possession of your property if you have let your property and you live in your property as the Landlord.
- Legal action to evict anyone who is not your Tenant or ex-tenant from your property and who has not got your permission to be there.

12.3. Claims for rent arrears will be processed monthly in arrears and will be paid to Fishtail within 14-21 days of the monthly processing date.

12.4. For ongoing rent arrears claims, no payment will be made to you until more than £250 of rent arrears has been accrued or until vacant possession has been obtained, whichever is first.

12.5. You must comply with all statutory requirements and other safety regulations imposed by any government or local authority in relation to letting out your property. Failure to do so may mean we are unable to make any payment under the Rent Guarantee Service to you.

12.6. You cannot transfer your interest in our Essential Rent and Legal Protection policy to anyone else.

12.7. Any legal action or advice you take which we have not agreed to in writing, will not be covered by Rent Guarantee Service.

## 13. Renewal

The Landlord should be aware that renewal is subject to an additional fee as detailed in the Landlord fee menu. This is the Landlord's share of the renewal fee. For Landlords that have opted for our Find a Let only service, this cost will be included in the future year's fees that they have contracted to, detailed in the Landlord fee menu.

### We will do the following:

13.1. Contact you towards the end of the initial fixed term to find out if the tenancy should be renewed and to agree any renewal instructions. We will review the rent and advise you if a rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the tenancy to be renewed, continue as a periodic tenancy or notice served. We do not serve notice on the Tenant unless you instruct us to do so in writing. If we are not managing the premises, service of notice is subject to a charge as shown in the Landlord fee menu. If you prefer to negotiate direct with the Tenant our fees as shown in the Landlord fee menu continue to be payable.

13.2. Write to the Tenant once written confirmation has been received from you requesting the tenancy to be renewed as a new fixed term, asking if they wish to renew the tenancy and advising of any proposed rent increase if a new fixed term is agreed. We will then negotiate between the two parties if requested. We will prepare the renewal document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original tenancy. The renewal documents will be required to be signed by both parties.

13.3. Try to ensure both parties sign the documentation by the start date of the new period of the tenancy. However, if the Tenant fails to sign the renewal documents, the tenancy will continue as a periodic tenancy until either party gives notice in writing. Our commission will be payable whether the tenancy continues as a fixed term or a periodic tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to complete them.

13.4. Date the signed documents once we have received them to complete the contract and forward the documents received to the relevant parties.

13.5. Inform you that if the Tenant has an Assured Shorthold Tenancy and continues to roll-on on a month to month basis (i.e. a periodic tenancy) rather than agreeing a new fixed term then the rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges. This service will be subject to a rent review fee as detailed in the Landlord fee menu.

13.6. If you prefer to negotiate any renewal personally our fees for the letting service as detailed in our Landlord Fee Menu will continue to be payable.

## 14. General Terms & Conditions

### 14.1. Consent for Letting

By signing these Terms and Conditions you warrant to us that you are the owner of the premises, or otherwise lawfully entitled to enter into the tenancy agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Tenant that you are legally entitled to grant a tenancy of the premises.

### 14.2. Mortgage

If the premises are subject to a mortgage, you will need your Mortgagee's written consent to the proposed letting. By signing this agreement you confirm that you have consent to grant a tenancy. The Mortgagee may want to see a copy of the tenancy agreement which can be supplied upon written request. The Mortgagee may charge you a fee for giving their permission. If your Mortgagee has any special conditions relating to the tenancy or type of Tenant you must provide them to us prior to the start of the tenancy to be included within the tenancy agreement. Conditions cannot be imposed upon a Tenant at a later date.

### 14.3. Sub-letting

If you are a leaseholder, you will normally require the consent from your superior Landlord, freeholder or their managing agent before you can sub-let the premises to an applicant. In giving consent the superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let which is your liability and for the licence granted prior to the start of the tenancy and upon renewal. We will need a copy of the relevant sections of the head lease together with any schedules referred to therein so that we can attach a copy of this to the tenancy agreement. If the Tenant is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon the Tenant. This could lead you to breach the terms of your lease.

### 14.4. Insurance

It is essential that the premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the premises is injured. You must give us copies of the relevant sections of the policies to attach to the tenancy agreement at the start of the tenancy, including any conditions for vacant premises. If these are not given to the Tenant the Tenant has no obligation to comply which could breach your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy or warranty which covers loss of rent and contents and legal expenses.

### 14.5. Emergency assistance for Tenants

Fishtail recommends that the Landlord should make arrangements for out of hours emergency assistance to be available to the Tenant. Emergency out of hours assistance can be arranged as part of the Landlord's property insurance or from providers such as British Gas Homecare, Direct Line, HomeServe or any other similar providers.

The Landlord agrees to provide to Fishtail with the details of any emergency out of hours service, which should be provided in writing and also displayed prominently within the Property for the attention of the Tenant. If the Landlord fails to inform the Tenant of such emergency out of hours service and if the Tenant makes contact with Fishtail by calling Fishtail' Helpline, the Landlord agrees to pay the full cost of deployment of the emergency out of hours service by Fishtail when used by the Tenant. If the Landlord fails to notify Fishtail of the details of any emergency out of hours service arranged for the Property, then the Landlord agrees to indemnify Fishtail for any costs which Fishtail incur for emergency works carried out at the Property. The Landlord is responsible for making sure that the level of emergency service is adequate to protect his interests in relation to the Property.

#### **14.6. Taxation**

You will be liable for tax on income arising from letting the premises and you must inform the Inland Revenue that you are letting the premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the Inland Revenue website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk) You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the Inland Revenue annually detailing all Landlords whose premises we have let regardless of the country of residence of that Landlord or service level.

The Inland Revenue has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from the Inland Revenue. The relevant form and guidance notes can be downloaded from the above website and typing in "Non-Resident Landlord's Scheme" in the Quick Search. Until that approval number is given to us by the Inland Revenue we are legally obliged to deduct tax from your rental income at the prevailing rate which is currently 20%. This money is forwarded to the Inland Revenue on a quarterly basis. If you are not accepted into the Non-Resident Landlord Scheme and we deduct tax from your lettings income we shall make an administration charge as shown in Additional Services. If the Tenant pays you direct, you are non resident in this country and he has not received approval from the Inland Revenue to pay the rent gross he must deduct tax and forward that to the Inland Revenue on your behalf. No person is exempt from this scheme.

#### **14.7. Safety Legislation**

##### **14.7.1. The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993**

It is a criminal offence to let premises with upholstered furniture or soft furnishings which cannot be proven to comply with the above Regulations. By signing this agreement you give us authority to remove any item that does not have a fire label attached to it.

The Regulations apply to the following which must be match resistant, cigarette resistant and carry a permanent label:

- all upholstered furniture
- three piece suites
- beds and divans including the upholstered bases
- padded headboards
- sofa-beds
- furniture with loose or fitted covers
- children's furniture
- cots and other items used by a baby or small child
- cushions
- high-chairs
- mattresses of any size
- pillows
- garden furniture which may be used indoors

##### **14.7.2. Electrical Equipment (Safety) Regulations 1994**

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations there will be a charge as shown on page 5 of this agreement.

##### **14.7.3. Part "P" Building Regulations (Electrical Safety in Dwellings)**

From 1st January 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the premises.

##### **14.7.4. Gas Safety (Installation and Use) Regulations 1998**

It is a criminal offence to let premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer.

You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than 12 months previously. If this GSC is not sent to us when you return this agreement you give us authority to arrange for a gas safety check. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the tenancy and within twenty eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. In the event that the property continues to be let beyond the initial 12 month period, under the Let only service or rent collection service, it will be the Landlord's exclusive responsibility to renew the GSC and provide a copy to the Tenant, and to Fishtail within 28 days of the safety report being renewed.

You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than 12 months previously. If this GSC is not sent to us when you return this agreement you give us authority to arrange for a gas safety check. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the tenancy and within twenty eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. In the event that the property continues to be let beyond the initial 12 month period, under the Let only service or rent collection service, it will be the Landlord's exclusive responsibility to renew the GSC and provide a copy to the Tenant, and to Fishtail within 28 days of the safety report being renewed.

#### **14.7.5. Smoke Alarms and Carbon Monoxide Alarms**

Under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, Landlords are responsible for ensuring that smoke and carbon monoxide detectors are appropriately installed and are in proper working order at the start of a new tenancy. This means that there will need to be a working smoke alarm on every floor of the property. There will also need to be a working and in date, carbon monoxide alarm in any room where a solid fuel is burnt, such as wood, coal or biomass and includes open fires. Fishtail would also include gas appliances. The alarms should be tested at the start of each tenancy and this test will be carried out by the inventory clerk, where applicable, or by the Landlord where the inventory option is not selected. Fishtail will not be responsible for testing alarms at the beginning of a tenancy, but we will test them under our fully managed service, when we carry out a property visit.

#### **14.7.6. Water Meters**

The Tenant has the legal right to have a water meter installed under the Water Act 2003. The Landlord cannot object.

#### **14.7.7. Sub-Contractors**

Any other part, including but not limited to solicitors, surveyors, builders, Domestic Energy Inspectors, Inventory clerk, gas engineers or electricians we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractor and that they, and not we, owe you a liability for the quality of their work.

#### **14.7.8. Disability Discrimination Act**

Landlords have a duty to make reasonable adjustments to the property. However, these must be specifically requested by the Tenant and are subject to certain conditions. Further information can be found at [www.equalityhumanrights.com](http://www.equalityhumanrights.com).

#### **14.7.9. Energy Performance Certificates ("EPC")**

Since 1st April 2018, all properties that are going on the market for letting must not only have an EPC but that EPC must show the property is sufficiently energy efficient. Your property must be assessed and receive a grading between Band A (very good) and Band E (acceptable). Properties with a Band F or Band G grading cannot, in almost all cases, be let.

If your property does not have an EPC in place one must be commissioned immediately. There is a short period (seven days) when your property can be marketed while the EPC is being completed and after that there is a further 21 days which are allowed for the EPC to be supplied. Any breach of these time limits can result in penalty notices being issued by Trading Standards. If the EPC is not supplied within that extended period we will cease marketing your property immediately.

#### **14.8. Parking Permits**

The Landlord agrees to leave any and all parking permits inside the Property with full information and details necessary to enable the Tenant to identify the location (or bay number) of any allocated parking space(s) or garage(s) where the garage is in a block which is outside the boundaries of the Property.

#### **14.9. Keys**

You will need to supply us with a maximum of 3 sets of clearly labelled MAIN FRONT ACCESS KEYS ONLY. These will be given to the Tenants when they check in, but one set will be retained by us if we are managing the property. All other keys should be left in a kitchen drawer CLEARLY LABELLED ADVISING WHICH LOCKS THEY FIT. Alternatively, they can be left in the locks that they fit if you feel that this does not affect the security of the property, but they will still need to be clearly labelled. We will ask the tenants to follow the same process at the end of the tenancy.

We have a secure tag policy for any keys that we hold on your behalf that ensures third parties cannot identify which property a set of keys belong to. So, in the event that keys are lost or misplaced, our liability is strictly limited to the cost of cutting a new set of keys.

#### **14.10. The Deposit**

As of the 1st June 2019, the Tenant's Deposit is capped at 5 weeks rent where the rent is under £50,000 per year and 6 weeks rent where the rent is over £50,000 per year. We will calculate the deposit by multiplying the monthly rent by 12, dividing by 52 and then multiply by either 5 or 6 (depending on the yearly rent). We will collect the Deposit together with the initial rent payment from the Tenant at the commencement of the tenancy and, regardless of the service used by the Landlord, hold the Deposit in a Stakeholder capacity. As Stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without both parties written consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the tenancy. The Deposit will be held in an interest bearing client account. Any accrued interest will be used to cover any bank and administration costs incurred by ourselves. After the tenancy ends you are entitled, with the written consent of the Tenant, to ask us to deduct from the Deposit money to compensate for damage or any breach of the tenancy agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, or unpaid rent and pay the balance, if any, to the Tenant. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within 14 days of the Tenant receiving that demand in writing.

If you are holding the Deposit it will be your responsibility to ensure its continued protection during the tenancy. When a tenancy is renewed at the end of a fixed term it will be your responsibility to re-serve the Prescribed Information on the Tenant and any Relevant Person unless you specifically ask us to do so in writing. You agree that you will indemnify us, for any losses that we suffer as a result of you failing to keep the Deposit protected with the correct paperwork in place.

We will also take a holding deposit equivalent to one week's rent from a prospective Tenant before we reference the prospective Tenant. Should any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing), the holding deposit maybe withheld. In such circumstances the holding deposit will be entirely retained by Fishtail. Should the tenancy proceed, the holding deposit will be credited against the first rent payment.

#### **Deposit Protection Scheme**

To comply with Tenancy Deposit Protection Legislation the Agent is a member of The Deposit Protection Scheme, which is administered by: The DPS, The Pavilions, Bridgewater Road, Bristol, BS99 6AA.

In signing this agreement you are confirming your instructions for Fishtail to hold the Deposit, and we shall do so under the terms of the Deposit Protection Scheme.

The Agent holds tenancy deposits as Stakeholder (if not already specified with the Tenancy Agreement). At the end of the tenancy covered by the Deposit Protection Scheme.

If there is no dispute we/the Agent 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.

If, after 10 working days following notification of a dispute to the Agent/Member 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 can be submitted to The Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication. The statutory rights of either you/the Landlord or 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 the ICE for 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. Because it is a condition of the Tenancy Agreement signed by both parties, judges may 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 of the ICE as final and binding.

If there is a dispute I/we must remit to The Dispute Service Ltd 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 or not you or I/we 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 me/us.

The Agent/you 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.

#### **14.11. Incorrect or Withheld Information**

Under the consumer protection regulations (CPR), Fishtail are required to disclose at the earliest opportunity any material information deemed necessary for a consumer to make a transactional decision.



The property owner warrants that all the information provided to the agent is correct to the best of their knowledge and belief. In the event that the property owner provides incorrect information, or fails to divulge relevant information to the agent which causes the agent to suffer loss or causes legal proceedings to be taken, the property owner agrees to reimburse and compensate the agent for all losses suffered.

#### **14.12. Rent Arrears or Breach of Covenant**

It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

#### **14.13. Reimbursement of the Agent**

You will keep us reimbursed for any claim damage or liability whether criminal or civil suffered from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a Landlord.

#### **14.14. Housing Act 2004**

The regulations in the above Act concerning houses in multiple occupation ("HMOs") became law on 6th April 2006 and were enforceable from July 2006. There is a general wide definition of the regulations which state that the following are HMOs:

- Student Accommodation during Term Time.
- Properties inhabited by three or more people who are not a household and share kitchen and bathroom facilities. A household is defined as parents, grandparents, children, aunts, uncles and cousins.
- A building converted into flats pre-June 1992 which does not comply with the Building Regulations 1991, has not been subsequently updated to the relevant fire safety standard and where a third or more of the properties are rented on short term tenancies.

The Landlord may not have to carry out any action to ensure compliance. The above properties like all private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is the new statistical means of measuring hazards and risk of injury at the premises. This system applies to all properties but those falling into the above category are subject to inspection by the environmental health officer. The responsibility for ensuring the premises comply is that of the Landlord. If we accept an instruction to let the premises and subsequently an order is served to comply with the HHSRS if we incur any costs for compliance due to an order being served upon us the Landlord agrees to reimburse us within 14 days of receiving a written demand or agreeing by signing this document that the costs may be deducted from the rent or other money received.

#### **Mandatory Licensing**

Under the Housing Act 2004 Landlords of certain properties where individuals are living as more than one household will need to be licensed by their local authority. If your premises potentially require a licence you will either need to obtain a licence from the relevant local authority or we will only be able to let your premises to a single-family group.

The premises will require a licence if it falls into the following definition. If the premises are three storeys or more and has five or more occupiers who do not form one household and share kitchen or bathroom facilities it is subject to mandatory licensing. It is the responsibility of you the Landlord to apply and pay for the licence. We will only offer premises for let when we are in receipt of a copy of the mandatory licence or a certificate stating that the Landlord has applied for the licence. If you refuse to supply us with a copy of your licence or refuse to obtain one, we will not accept any further instruction from you and will take no further part in the letting and management of your premises. If we are forced to dis-instruct ourselves once a tenancy has commenced you will remain liable for our full fees for the initial term of the tenancy. We will inform the Tenant and the relevant local authority of our reasons for dis-instructing ourselves in writing.

#### **Discretionary Licensing**

Local authorities can enforce discretionary licensing. It is the responsibility of the Landlord to check whether the premises are subject to discretionary licensing and if so to apply and pay for the licence. We will only offer the premises for let when we are in receipt of the licence or the certificate proving that the Landlord has applied for one. Planning.

The Government has introduced a new specific Use Class for Houses in Multiple Occupation into planning law, using the Housing Act 2004. It can be viewed as SI 2010 No. 653 Town and Country Planning, England. The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010. This came into force on 6th April 2010. This has had the effect of creating a new Use Class of C4 (Houses in Multiple Occupation) which will apply to all residential properties that are to be let to three to six unrelated people, who share amenities such as kitchen or bathroom. This could be a shared house or flat let to a group or a bedsit let to unrelated people. We suggest that you contact your local authority to establish their definitive view and position before accepting a tenancy as there may be legal implications.

#### **14.15. Commissions and other payments**

We may receive payments or commission from any contractors employed and / or instructed on behalf of the Landlord to undertake works and / or repairs to the Property at a rate between 5% and 15% of the invoice total. These people may include, but not be restricted to, solicitors, EPC providers, contractors and inventory providers. The commission payment is paid by the contractor and is not owed by the Landlord. These monies will be used to cover the costs associated with running our contractors, which will include, but not be limited to, ensuring that they have up to date qualifications, necessary insurances, monitoring the quality of their work and making sure that their prices remain competitive.

#### **14.16. Tenants fees**

Where we are permitted to do so, and where appropriate, we may charge the Tenant certain fees. A copy of our Tenant's fee menu is available on our website or on request and will be provided to your Tenant.

#### **14.17. Sales Commission**

In the event that the Tenant(s), or any person or company associated (as defined in section 303 of the Income and Corporation Taxes Act 1970) with the Tenant(s), or any person introduced by us to the Property, purchases the Property during any tenancy or within six months of the end of any tenancy (whether the purchaser was previously a Tenant or not) then the Landlord agrees to pay to the Agent the fees detailed in the Landlord fee menu upon completion of the sale.

#### **14.18. Termination**

Either party has the right to terminate this agreement in writing:

- upon the Tenant's vacation.
- if the other party breaks any important term or condition of this agreement during a tenancy where 30 days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate.
- either party discriminate for gender, sexual orientation, race, belief or disability.

We may terminate our retainer immediately if you are in major breach of any of the terms contained in this agreement or if you do or do not do something which makes it impossible, impracticable or illegal to continue providing these services.

If the Landlord or we terminate the Rent Collection Agreement or the Full Management Service Agreement during a tenancy, for any reason, the Landlord agrees to pay the Termination Fee of let only service plus the vat detailed in the Landlord fee menu.

#### **14.19. Assignment**

We reserve the right to assign our rights and or obligations under this agreement upon giving you two month's written notice.

#### **14.20. Data Protection and Privacy**

Fishtail is registered under the Data Protection Act 2018 and we undertake to comply with the Act in all our dealings with your personal data. In the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area. We are committed to ensuring that your personal data is always dealt with securely and in strict compliance with the Act.

Personal data collected and shared by Fishtail will be:

- Adequate, relevant and proportionate to the purposes for which the information is processed.
- Accurate and where necessary kept up to date.
- Kept for no longer than is necessary for the purpose for which the information was obtained and subject to any legal or regulatory requirements.
- From time to time, we would like to send you information about additional services and property related news which may be of interest to you.

Our full Privacy Notice is available on our website or by request.

If you wish to exercise your right to opt out, simply write to: Fishtail Property Solutions, 28 Alexandra Road, Farnborough, GU14 6DA, or email [contact@fishtailpropertysolutions.co.uk](mailto:contact@fishtailpropertysolutions.co.uk).

Should you choose at any time to manage the property or any aspect of the tenancy that requires us to disclose the Tenants personal data to you, you hereby warrant that you will hold and process that data in accordance with the General Data Protection Regulations (EU) 2016/679.

## 15. Limitation of Liability

15.1. The entire liability of the Agent to the Landlord under or in connection with the Agreement (whether in respect of the Services, damages, breach, indemnity or otherwise) shall not in any circumstance exceed the amount of the sums paid by the Landlord to the Agent for the provision of the Services not exceeding 6 months.

15.2. The Agent shall have no liability to the Landlord for any loss, damage, costs, expenses or other claims arising from any documentation, information or instructions supplied by the Landlord which are incomplete, incorrect, inaccurate, illegible or have any other fault.

15.3. It is acknowledged that the Agent shall not be liable for breach of contract or any other failure or defect performance of the Services which are performed other than by the employees of the Agent, or performed by the Landlord or any other third parties.

15.4. Except in respect of death or personal injury caused by the Agent's negligence, the Agent shall not be liable to the Landlord by reason of any representation (unless fraudulent) for any loss (whether indirect or direct), including consequential loss, loss of goodwill and all other such loss however caused under the Agreement of the provision of these Services.

## 16. Force Majeure

The Agent shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay due to any circumstance beyond their reasonable control.

## 17. Warranty

The Agent warrants to the Landlord that the Services shall be provided using reasonable care and skill.

## 18. Service of Notices

The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this agreement and the address for service for us will be Fishtail Property Solutions, 28 Alexandra Road, Farnborough, GU14 6DA.

## 19. Definitions

In this agreement the following Definitions apply:

- Use of the singular includes the plural;
- Use of the masculine includes the feminine;

"Agent" "we" or "us" means Fishtail Property Solutions Ltd. Registration number 10728756, whose address is 28 Alexandra Road, Farnborough, GU14 6DA, and email is estateagents@Fishtail.co.uk.

- "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this agreement, both individually and together.
- "Landlord" "you" or "your" means anyone owning an interest in the premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy and anyone who later owns the premises.
- "Tenant" means anyone entitled to possession of the premises under a tenancy agreement.
- "Premises" means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord. When the premises are part of a larger building the premises include the use of common access ways and facilities.
- "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the premises.
- "Term" or "tenancy" means the fixed term of the tenancy agreement and any extension or continuation of the tenancy whether fixed term or periodic arising after the expiry of the original term.
- "Superior Landlord" means the person company or organisation to whom ownership of the premises reverts at the end of the lease.

- “Deposit” means the money held by the Agent in a stakeholder capacity during the tenancy in case the Tenant fails to comply with the terms of the tenancy agreement.
- “Stakeholder” means that deductions can only be made by the Agent from the Deposit at the end of the tenancy with the written consent of both parties.
- “Tenancy agreement” means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- “TDS” means The Dispute Service whose details are shown in the tenancy agreement.
- “ICE” means the Independent Case Examiner of The Dispute Service Limited.
- “Agreement” means this Terms & Conditions of Business signed between the Agent and the Landlord.
- “Member” means an agent or Landlord who has joined and is a current member of the scheme.

## 20. Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales.

## 21. Notice of Right to Cancel

21.1. If you sign this contract away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:

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

21.3. The cancellation period will expire after 14 days from the day you sign this agreement.

21.4. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post to Fishtail Property Solutions, 28 Alexandra Road, Farnborough, GU14 6DA, or email estateagents@Fishtail.co.uk.

21.5. 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.

21.6. If you cancel this contract, we will reimburse you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the date on which we are informed about your decision to cancel this contract.

21.7. Under the Cancellation Regulations we cannot begin providing you with the services under these terms unless you have requested us to do so in writing.

21.8. You may request us to commence providing you with the services under these terms immediately by signing below.

21.9. I/We hereby give notice that I/We have read the Notice of the Right to cancel and I/We request you to begin to market the Property for rent and all other services as set out in this Agreement. I/We understand that I/We will be liable for reasonable costs that are incurred during the Cancellation Notice Period in the event that I/We subsequently cancel the contract. I/We also understand if we instruct Fishtail to proceed with a Tenancy and subsequently withdraw our instructions we will be required to pay the abortive tenancy fee as detailed in our Landlord Fee menu.

Date:

Signature:

# 22. Declaration



Property Address (Full Address):

[fishtailpropertysolutions.co.uk](http://fishtailpropertysolutions.co.uk)

I/We accept the stated Terms and Conditions.

I/We instruct Fishtail Property Solutions to act on my/our behalf for the services that we have selected in this document.

I/We acknowledge my/our obligations under the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended 1993, The Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and I accept and confirm that I/we have full responsibility to ensure that I comply with their requirements before and during the letting of the Premises.

I/We the undersigned am/are the only people/person with any interest in the property.

I/We confirm that there are no major repairs, construction or maintenance works of which I/we are aware due to be carried out to the Premises, any adjoining property or the building of which the Premises form part, except as noted below.

I/We confirm, unless I/we instruct otherwise, that we are happy for Fishtail to sign the tenancy agreements on my/our behalf.

**Service Level:**  
(Select as appropriate)

Let Only	Rent Collection	Fully Managed
----------	-----------------	---------------

**Management Fees at:**

%	+ VAT
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**Agency Level:**  
(Select as appropriate)

Sole Letting Rights - 20 weeks	Joint or Multi Agency
--------------------------------	-----------------------

**Asking Price:**

£	pcm	Furnished / Unfurnished
---	-----	-------------------------

**Would you consider pets?**

Yes / No
----------

**Allowed Asking Price:**

£	pcm
---	-----

**Full Name:**

**Signature:**



# LANDLORD'S DETAILS

## Full name of legal owner(s):

First name:

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Middle name:

---

Surname:

---

First name:

---

Middle name:

---

Surname:

---

## Correspondence address: (must not be the same as property address)

---

Postcode:

Tel:

Email address(es):

---

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## Name and address of bank:

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Postcode:

Tel:

Account holder's name:

---

Sort code:

---

Account number:

---

## Name & address of person to contact in an emergency:

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Postcode:

Tel:

Email address(es):

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Do they hold a key?  Yes  No



# CANCELLATION FORM

**To: Fishtail Property Solutions Limited**

**28 Alexandra Road, Farnborough,  
GU14 6DA**

Telephone Number: 01252975433

Email Address: [contact@fishtailpropertysolutions.co.uk](mailto:contact@fishtailpropertysolutions.co.uk)

I/We\* hereby give notice that I/We\* cancel my/our\* contract for the supply of the following service\*:

**Ordered on\*/received on\***

**Name of consumer(s)**

**Address of consumer(s)**

Postcode

**Signature of consumer(s) (only if this form is notified on paper)**

**Date**

\*Delete as appropriate.

**N.B: Please contact [contact@fishtailpropertysolutions.co.uk](mailto:contact@fishtailpropertysolutions.co.uk) or 01252975433 prior to completing and sending this cancellation form.**