



FINN'S SANDWICH
1-3 King Street
Sandwich
Kent CT13 9BY
Sales: 01304 612147
Lettings: 01304 614471
Email: sandwich@finns.co.uk

Offices also at:
CANTERBURY
ST NICHOLAS AT WADE

Residential Letting Service & Terms of Business

FINN'S is the trading name of Finn's (1865) Ltd and incorporates Amos Dawton & Finn. It is an independent firm of Chartered Surveyors, Valuers, Estate and Letting Agents. We are specialists in Property and Estate Management. Finn's (1865) Ltd is a member of the Royal Institute of Chartered Surveyors and all our business is governed by their stringent financial and professional regulations. Our Residential Lettings Managers and assistants will be pleased to discuss all your letting requirements with you.

Lettings Manager: Peter Winkworth

2 Market Street
Sandwich
Kent
CT13 9DA
t: 01304 614471
e: sandwich@finns.co.uk

82 Castle Street
Canterbury
Kent
CT1 2QD
t: 01227 452111
e: canterbury@finns.co.uk

Finn's is the trading name of Finn's (1865) Ltd. and incorporates Amos Dawton & Finn.

Registered in England and Wales.
Registered Number 3231108

OUR SERVICES & PROCEDURES

Marketing

- Visiting the property to advise on its letting potential and rent level
- Advertising in local press, on our own website and with internet property portals including Rightmove and On the Market
- Marketing using office window displays
- We will erect a To Let/Let By board (unless we are specifically asked not to do so)
- Liaising with local employers and relocation agents
- Preparing and circulating individual details on each property incorporating colour photographs

Tenant Selection

- Registering all applicants prior to viewings
- Accompanying suitable applicants on viewings
- Thorough referencing procedure including financial, employment and previous Landlord/character references carried out by an external company.

Tenant's Holding Deposit

Prior to the commencement of referencing we take a payment equivalent to a maximum of one week's rent from the prospective tenant which will be used to offset against the first month's rent. Should the Landlord withdraw from a tenancy, for any reason apart from unsatisfactory tenant's references, the holding deposit will be refunded.

Tenancy Agreements

Finn's (1865) Ltd will prepare a Tenancy Agreement incorporating up to date legislation to protect your interests.

Inventory and Schedule of Conditions

We will prepare an inventory and schedule of condition of the property prior to the tenancy commencing. This will include the taking of photographs, where appropriate. In order that this procedure is undertaken as thoroughly as possible we ask that landlords carry out any maintenance matters and cleaning in advance of our attendance at the property.

Utilities

We will inform all utilities and services (except telephone and broadband) regarding the changes at the commencement and termination of the tenancy. We will read meters where applicable, except fresh water where we ask the provider to attend the property themselves.

Rent Collection and Accounting (for fully managed and rent collection properties only)

Rent is collected monthly and accounted to all Landlords with a quarterly statement in March, June, September and December. Rents can either be paid to Landlords on a monthly basis (less management fees) or on a quarterly basis. For fully managed properties where rents are to be accounted on a monthly basis we recommend that we hold a float of £400.00 which would be kept topped up to this level should any expenditure be required during the tenancy. As members of the Royal Institution of Chartered Surveyors (RICS), we are regulated in respect of the basis on which we handle Client's money. This is a positive advantage to those doing business with Chartered Surveyors because it is a requirement that client's money is kept entirely separate from any of our own money, a system which we have adopted for a considerable length of time.

Client's money is kept in interest bearing accounts. With regard to any interest we receive on money held for, or on behalf of Clients, this is retained by us. The figures are generally not large, and this procedure avoids considerable expense in individual accounting for separate sums and the charges for our service agreed with you take account of this. This is the procedure currently adopted and we are obliged under the regulations to have your agreement to retain interest.

We also confirm that as required by the RICS Rules of Conduct, Rule 16.4, Client's money is held in one or more of the following named Client Accounts:

Name	Address
Lloyds Bank plc Client's Call Account	49 High Street, Canterbury, CT1 2SE
Lloyds Bank plc Wholesale Money Markets Division – Clients Account	P O Box 545, Faryners House, 25 Monument Street, London, EC3R 8BQ
Handlesbanken – Client's Call Account	Ground Floor, St Andrews House, Station Road East, Canterbury, Kent CT1 2BJ

Tenancy Deposit

1 The tenancy deposit . The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd ("TDS")
PO Box 1255
Hemel Hempstead
Herts HP1 9GN

Phone 0845 226 7837
Email deposits@tds.gb.com
Fax 01442 253193

2 We the Agent hold the deposit under the terms of the Tenancy Deposit Scheme.

3 The Agent holds tenancy deposits as Stakeholder. The Agent as Stakeholder is obliged to act as an independent third party when overseeing the return of the Deposit.

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

(a) 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 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.

(b) If, after 10 working days* following notification of a dispute to the Agent/Member 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 4(c) below) be submitted to the TDS for adjudication. All parties agree to co-operate with any adjudication.

(c) When the amount in dispute is over £5,000 the Landlord and the 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 discretion accept the dispute for adjudication. 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.

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

(e) 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. 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 of the ICE as final and binding.

(f) If there is a dispute 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 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 us.

(g) We 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.

5 Incorrect Information

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

Property Management

To avoid having to write to Landlords on every occasion the Landlord authorises the Agent to carry out any necessary maintenance and repair works (but not improvement works or grant aid applications) and pay for these works from monies held in the Landlord's rent account. We would not normally contact a Landlord in advance in the case of an emergency repair or where proposed works are estimated at under £200.00. We will use the Landlord's own contractors for repairs wherever possible if specified by the Landlord on the Landlord and Property Details Form.

However, we reserve the right to use other contractors if the Landlord's contractor is unable to undertake the work within a reasonable length of time.

Visits

We will visit the property periodically (approximately every six months) in order to monitor the progress of the tenancy and report to the Landlord accordingly.

* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent

Tenancy Renewals

We will instigate the relevant discussion and negotiation regarding the impending ending of the tenancy and any possible renewal between Landlord and Tenant.

Termination of Tenancies

We will complete all necessary formalities at the end of the tenancy. This will include checking through the inventory or schedule*, collecting keys and ensuring the property is secured, negotiating the return of the deposit and obtaining quotes for dilapidations if required**. We will also contact the utility companies regarding the meter readings (where applicable) and the change of occupier.

Refurbishment

We will charge 10% plus VAT of the total net cost of any refurbishment works which we are asked to oversee by Landlords on their properties and which are undertaken in between tenancies (i.e. during void periods). No additional fees will be payable by Landlords for works instructed by us and carried out during tenancies (the refurbishment fees apply to fully managed properties only as we do not oversee refurbishment works for non managed properties).

Empty Care

Finn's (1865) Ltd can, if required by you, visit your property during void periods to ensure that your insurance remains valid. Our fee for this service can be negotiated individually to suit requirements.

Selling to the Tenant

In the event of a tenant introduced by Finn's (1865) Ltd (or any party associated with the tenant) purchasing the property, whether before or after entering into a tenancy agreement, commission shall be payable to Finn's (1865) Ltd on completion of the sale at the rate of 1% of the sale price, plus VAT.

Legal Costs

In the unlikely event of serious rent arrears problems arising during a tenancy, or failure by the Tenant to give up possession of the property at the end of the tenancy, any necessary legal costs incurred must be borne by the Landlords. They may use their own Solicitors or alternatively we can recommend firms who are experienced in this field.

Complaints

Finn's (1865) Ltd have a complaints procedure and if you would like a copy it is available from any office on request.

Indemnity/Ratification

The Landlord undertakes to ratify whatsoever the agents shall lawfully and reasonably do by virtue of this Agreement and to indemnify them against all costs and expenses properly incurred by them in carrying out their duties and all other actions and acts pursuant hereto including legal expenses.

Business Structure

Finn's (1865) Ltd is a company registered in England and Wales with registered number 3231108 and whose Registered Office is 1 King Street, Sandwich, Kent CT13 9BY. A list of the members of Finn's (1865) Ltd is open to inspection at the registered office.

* If the inventory/schedule of conditions has been prepared by Finn's (1865) Ltd

** We will not obtain quotes for dilapidations where we do not act for the client on a fully managed basis

LETTING REQUIREMENTS

Consent to Let

If you have a mortgage on your property, you must obtain consent to let from your mortgage lender. If the property is leasehold, you must obtain permission from your superior Landlord and observe any relevant covenants in the lease before letting the property. Finn's (1865) Ltd will assume that all and any such consents have been obtained.

Money Laundering Legislation 2017

Before we are able to act for a landlord or tenant, we are required by the Money Laundering Legislation 2017, to demonstrate that we know the customers with whom we are dealing with. These legal obligations are designed to reduce the social and economic impact of organised crime in the UK. As Letting Agents, we are legally obliged to obtain a Proof of Identification and a Proof of Address for anyone renting or letting a property. If there are two people involved in the letting or renting, BOTH individuals are required to provide their own separate proof.

We must see sight of all original documents or alternatively, certified copies. Where providing original identity documents they will need to be seen in the presence of the document holder. For the avoidance of doubt, a certified copy should be certified by an individual from a recognisable profession (i.e. doctor, teacher, solicitor, bank manager, accountant or public notary), with the copy containing the details of the individual certifying it along with their contact details

Insurance

You must notify your insurance company of your intention to let the property to ensure appropriate cover is maintained, this to include adequate public liability insurance. If the property is let unfurnished we would still recommend you have minimum contents cover of £10,000.00, although you may wish to vary this depending on the size and standard of your property. If the property becomes empty during void periods, the Landlord is responsible for notifying the insurance company and maintaining cover.

Tax

Under the Finance Act 1995 the Landlord is responsible for paying Income Tax on net income received from renting their property.

Non Resident Landlords

The Landlord must obtain non-resident Landlord status if he wishes to receive rental income in the UK without paying tax. Where no exemption certificate is available we are legally bound to deduct Tax at the basic rate on net income before remitting rents each quarter end.

Safety Regulations

Gas Safety (Installation And Use) Regulations 1994

The above regulations require all Landlords of property with gas appliances and pipework to be responsible for a **safety inspection of these appliances at least once a year and between every change of tenancy if, after a visual inspection, the Landlord or Agent has any reason to believe that the gas appliances and pipework have been altered in any way since the last annual safety check.** A copy of all inspection certificates with a list of any defects and necessary remedial action must also be given to Tenants. This safety check must be carried out by a qualified and registered gas engineer. In our experience it is advisable to incorporate the gas safety check within the annual service. For properties where we are instructed as Managing Agents we will arrange for an annual Gas Safety check to be carried out on each gas appliance at the property and we will maintain and keep gas safety records and ensure that the Tenants receive a copy of the Landlord's Gas Safety Certificate for the duration of our management of the property.

Electrical Safety Standards In The Private Rented Sector (England) Regulations 2020

From 1st June 2020, Landlords are responsible for ensuring the “fixed” electrical installations in their rented properties are routinely inspected and tested. This will require an Electrical Installation Condition Report (EICR) provided by a qualified and competent person at least every 5 years and provide a report which gives the results and sets a date for the next inspection and test (this does not include appliances such as fridges, cookers etc). A copy of this report is to be supplied to a new Tenant before they occupy the premises. Where the report shows that remedial or further investigative work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report. Supply written confirmation of the completion of the remedial works from the electrician to the Tenant within 28 days of the completion of the works. For properties where we are instructed as Managing Agents, for the duration of our management of the property, we will arrange for the checks to be carried out, keeping a copy of the report on file and ensuring a copy is provided to the Tenant. It is also recommended that electrical appliances supplied by the Landlord for use during the tenancy are PAT tested (Portable Appliance Testing) periodically (every two to four years) to ensure that these are safe also (however this is not a legal requirement).

For properties where we are Non-Managing Agents it will be the Landlord’s responsibility to provide a copy of the Landlord’s Gas Safety Certificate and Electrical Installation Condition Report to the Agent and the Tenant at the commencement of the Tenancy. Thereafter it will be the Landlord’s responsibility to ensure that future checks are carried out and records kept accordingly, with a copy of the Certificate and Report provided to the Tenant. Finn’s (1865) Ltd therefore will take no action and accepts no responsibility for ensuring that the required checks are carried out on Non-Managed properties.

Furniture And Furnishings (Fire And Safety) Regulations 1988 As Amended In 1993

The Landlord warrants to the agent that all furniture and furnishings in the property to be let and included in the letting fully comply with the requirements of the Consumer Protection Act 1987 and all statutory instruments made under it including in particular the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989 and 1993.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

From 1 October 2015 private sector landlords are required to ensure that their properties have at least one smoke alarm on every storey and a carbon monoxide detector in any room containing a solid fuel burning appliance. These may be either battery or mains powered. In the event that regulations are subsequently introduced to cover CO detectors being fitted in rooms containing gas or oil appliances, we recommend that landlords also arrange for these to be fitted in these circumstances. Included in the tenancy agreement, Tenants agree to maintain battery levels and ensure alarms and detectors are functioning at all times.

Domestic Minimum Energy Efficiency Standard (MEES) 2018

All privately rented properties must have an EPC with an energy rating of E or above. It is unlawful to rent out properties that do not reach the minimum energy efficiency standard (E rating). There are however some exceptions to this, the main one being Listed Buildings which are exempt. In addition to these new Regulations a tenant can request a Landlord to make energy efficient improvements to the property if the property has a low EPC rating (below E). Reasonable requests from tenants cannot be refused by Landlords. Failure to comply with these regulations may result in penalties of up to £5,000 per property.

Legionnaire’s Disease

Domestic hot and cold water systems can provide an environment where Legionella bacteria may grow. This can cause Legionnaire’s Disease which is a potentially fatal form of pneumonia, caused by inhalation of small water droplets of contaminated water, containing the Legionella bacteria. Landlords and agent should keep this in mind, especially if a property is left vacant for any period of time and precautions such as flushing toilets, running taps and baths are recommended.

Right to Rent

Under the Immigration Act 2014, before allowing a tenant to live in a rental property, it is required by law that necessary checks are carried out to ensure that any prospective tenant/s are allowed to rent in the UK. We do this by checking that tenants have valid documentation, such as an EU passport or a valid working VISA. If neither of these options are available, a combination of other documentation may be acceptable, as outlined on www.gov.uk. In most cases, we will simply require a copy of a UK passport. During the referencing process, we carry out validation checks (through the referencing agent we use) on all passports submitted to us, for identification purposes.

General Data Protection Regulations (GDPR)

To comply with the new data privacy law which came into force on 25th May 2018 , our new Privacy Policy is available at www.finns.co.uk.

Please note for Landlords selecting our Tenant Find Only or Tenant Find/Rent Collection services you will need to ensure that you comply with the General Date Protection Regulations (GDPR) and therefore provide your Tenant/s with your Privacy Policy at or prior to the commencement of the tenancy. You would also be required to register with the Information Commissioner's Office (ICO) as Data Controllers.

LANDLORD AND PROPERTY DETAILS

Landlord/s (full name/s):

Address of property to be rented:.....

Correspondence address of Landlord/s:.....

Landlord telephone/contact details: Home Mobile
Work Email:

Available from (date) Rent Agreed: £ per calendar month

Property to be: FURNISHED / UNFURNISHED / PART FURNISHED (please delete)

Landlord's Bank details: Account Name;.....
Account Number;..... Sort Code:

Bank name and address:

Which company currently supplies: Gas: Electricity:
Fresh Water:..... Waste Water:.....

Council Tax Authority?..... Council Tax Banding:.....

Is there a Gas Service Contract?..... Contract No

Location of meters: Gas: Electric:
Water

Location of stop valve for mains water supply:

Which fence boundaries belong to the property and therefore require maintaining by you as Landlord or us as Managing Agent?
.....

LETTING AND MANAGEMENT FEES

Full Management

**Arranging tenancy – half a month’s rent plus VAT.
Management – 12.5% plus VAT of the gross monthly rental income**

Summary of Services: Compiling property details with digital photographs, marketing via our offices, our website, property portals (including Rightmove and On The Market) and circulation of property details; arranging viewings; finding and referencing tenants; preparing tenancy agreement; carrying out inventory/schedule of condition; notifying services of meter readings at the commencement and end of the tenancy (not including telephone, broadband or TV licensing); registering the deposit with the TDS and providing certificate to the tenant. Our management of the property thereafter will include dealing with any maintenance issues which may arise during the tenancy, overseeing the collection of rent, periodic visits to check the condition of the property, serving appropriate notices, checking tenants out at the end of the tenancy.

Tenant Find and Rent Collection Only

Arranging tenancy – half a month’s rent plus VAT. Overseeing collection of rent 10% plus VAT of the gross monthly rental income

Summary of Services: Compiling property details with digital photographs, marketing via our offices, our website, property portals (including Rightmove and On The Market) and circulation of property details; arranging viewings; finding and referencing tenants; preparing tenancy agreement; carrying out inventory/schedule of condition; notifying services of meter readings at the commencement and end of the tenancy (not including telephone, broadband or TV licensing); registering the deposit with the TDS and providing certificate to the tenant. Overseeing the collection of the rent for the duration of the tenancy, serving appropriate notices, checking tenants out at the end of the tenancy.

Tenant Find Only

Arranging tenancy – first month’s gross rent including VAT (subject to a minimum figure of £400.00 plus VAT)

Summary of Services: Compiling property details with digital photographs, marketing via our offices, our website, property portals (including Rightmove and On The Market) and circulation of property details; arranging viewings; finding and referencing tenants; preparing tenancy agreement; carrying out inventory/schedule of condition; notifying services of meter readings at the commencement and end of the tenancy (not including telephone, broadband or TV licensing), registering the deposit with the TDS and providing certificate to the tenant, serving appropriate notices, checking tenants out at the end of the tenancy.

Please tick box to indicate which service you require:

Full management **Tenant find and rent collection** **Tenant find only**

LETTING AND MANAGEMENT FEES (continued)

Renewal Fees

The fee for negotiating the renewal of a tenancy payable by the Landlord will be £85.00 plus VAT for a managed property and £125.00 plus VAT for a non-managed property.

Protected tenancies

Our fees are £400.00 plus VAT for a new registration and £250.00 plus VAT for a two yearly review.

Termination of Contract

Two months' notice must be given if for any reason either party, landlord or agent, should wish to terminate this contract.

Accounting Procedure

Rent is collected monthly and accounted to all landlords with a quarterly statement in March, June, September and December. If required we can make monthly payments of rent on account to landlords by negotiation.

I/We confirm that I/we are the sole owner(s) of the property or are the authorised signatory on behalf of the owner(s). I/We agree to be bound by this contract and the contents of the Residential Letting Service and Terms of Business Brochure and certify that I/we fully understand the content and have received a copy thereof. I/we have read Finn's (1865) Ltd Privacy Policy.

If this agreement is signed by you in any location other than one of our offices, you have the right to cancel this agreement within fourteen days of the Date of Agreement but you will be liable for all costs incurred by us in that time and you are giving us permission to commence marketing immediately

Name(s):.....

Signed

Date:.....

Name(s):.....

Signed

Date:.....

Where signing on behalf of the Landlord, please ensure that supporting documentation is provided to corroborate this (such as a copy of the Enduring Power Of Attorney).

Signed on behalf of Finn's (1865) Ltd.....

Date