

Silver Package Terms & Conditions

Landlord name

Rented property address

There are 2 stages to Rent Guarantee.

1. Tenant Find 3 weeks rent + VAT
2. Full Management, Rent Guarantee 4% + VAT

Tenant Find service

This includes

Advising as to the likely rental income – Market appraisal

Advertising and generally marketing the property – Websites and to let boards & accompanied viewings.

Interview prospective tenants and taking up full references.

Preparing the Tenancy Agreement for the Landlord to gain protection of the relevant Rent and Housing Acts, renewing the Agreement where necessary at the end of the term.

Taking a deposit from the tenant to be held by the Agent until the end of the tenancy when the property and the contents have been checked for unfair wear and tear.

Checking tenants in.

GENERAL AUTHORITY:

The Landlord confirms he/she is the sole or joint owner of the property and has the right to rent the property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord also agrees that the Agent may take and hold deposits. It is declared that the Agent may earn and retain commissions on insurance policies issued.

REASONABLE COSTS AND EXPENSES:

The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf or Imposed on the Agent provided that they were incurred on behalf of the Landlord, for example paying for a repair or a Gas Certificate. The Agent will always seek permission from the Landlord before incurring such costs where possible. Fees collection

The tenant find fees are payable at the commencement of the Tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the tenant leaves prior to the end of the Tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

Sole Agency

The Landlord agrees to give the Agent (Capital 390) Sole Agency (to de instruct other agents) for 4 weeks from the date of signing / agreeing to this agreement.

HOLDING FEES & DEPOSITS

A holding fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out bank references, conducting viewings, re-advertising) that may be incurred should the tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent due to the tenant

deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. The Landlord should notify the Agent where they wish a larger security fee or upon signing the tenancy agreement.

Sub Contractors

The Landlord agrees not to take up any service direct with any of Capital 390 sub contractors for 36 months from the date of signing/agreeing to this agreement.

TERMINATION

The Tenant Find section of this agreement may be terminated by either party by way of 1 month's written notice.

If a Tenant had not been found, no fee will be due to Capital 390.

If a Tenant has been found, the 6 or 12 month's fee that would have been due each month will be due immediately.

Health & Safety For Inspections

Please let Capital 390 know if there are any health and safety issues for us or applicants during the viewing process.

Agreement

If the Landlord does not sign this agreement, it will be deemed as being signed and binding from the date of being read. This agreement extends to any sub contractors used by Capital 390.

Rent Guarantee and Legal

1 REPOSSESSION

We will negotiate and pay for the following:

Your legal rights in trying to get possession of your property that you have let under: an assured shorthold tenancy; a short assured tenancy; or an assured/contractual tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988. This must be our approved tenancy agreement.

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.

What is not covered under 1 REPOSSESSION

Any claim to repossess your property solely under Ground 14 of the Housing Act 1988 as amended by the Housing

Act 1996, unless a Court in England or Wales has already ruled that the tenant's breach constitutes sufficient Grounds for Repossession.

2 RENT GUARANTEE

We will pay you the rent every month of the tenancy agreement on the correct day, as stated on the tenancy agreement. If the tenant defaults on the rent; we will pay you the rent for upto 6 months or until vacant possession is gained, whichever is sooner. We will inspect, arrange maintenance, but not pay for maintenance except where covered in the Landlord's Emergency Insurance provided that you have kept to the T&C of the Landlord's Emergency policy.

- (a) You have a detailed inventory of the contents and condition of your property (with photos) which the tenant has signed; we can provide you with a template if you wish.
- (b) You have signed these T&Cs and the tenancy agreement and the tenancy starts
- (c) You have not breached these T&Cs or the tenancy agreement
- (d) You have not received payments and failed to declare these to us. We will pursue you through the courts for any unpaid costs or losses incurred from you not passing payments onto us.
- (e) You required the tenant to pay the rent direct to us.
- (f) That in the event that any rent is paid direct to you instead of us, to notify us immediately and pay the rent to us as soon as possible and in any case within 1 business day.
- (g) You must not allow the tenancy to begin until after we have given you confirmation.
- (h) You must send the completion receipt to us when the tenant moves in.

We use an insurance policy to back up the service that we provide to you. We handle insurance claims and provide rent payments to you each month as outlined above.

3 WHERE WE CANNOT ASSIST YOU

1. Anything you have reported to us more than 30 days after the date you should have known about it regarding the tenancy.
2. Any costs and expenses incurred before we agree to cover them. We are not responsible for maintenance or repair costs.
3. Any disagreement with your tenant when the date of occurrence is within the first 90 days of the first period of insurance and the tenancy agreement started before the start of these T&Cs.
4. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against you.
5. Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of your property or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers, property damage or deposit disputes.
6. Any claim relating to someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
7. Any claim relating to subsidence, mining or quarrying.
8. Judicial Review.
9. Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
10. Any claim caused by, contributed to by or arising from: - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. A dispute with us not otherwise dealt with under Condition 7.
12. Any legal action you take which we or the appointed lawyer have not agreed to or where you do anything that hinders us or the appointed lawyer.
- 13 The Contracts (Rights of Third Parties) Act 1999 does not apply to these terms & conditions in relation to any third-party rights or interest.
14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
15. Where the tenant is already in arrears.

4 CONDITIONS

1 You must:

- (a) keep to the terms and conditions of these T&Cs and assist us at all times when requested and rent must always be paid to us.

- (b) try to prevent anything happening that may cost us or our underwriters;
- (c) take reasonable steps to keep any amount we have to pay as low as possible;
- (d) Send everything we ask for, in writing;
- (e) give us full details of any claim as soon as possible and give us any information we need.
- (f) Inform us immediately of any changes which may alter the risk and which could affect our decision to renew or offer renewal. If you are in any doubt whether a fact is material, you should disclose it. All disclosures must be in writing. In the event that there is a change of tenant, as long as one original tenant remains in the property then we can amend the agreement, but this may be subject to a £50 administration charge
- (g) inform us immediately of any change in ownership or legal control of the property, which for the purpose of clarification shall include the sale of the property to a third party or control of the property being assigned in or out of LPA receivership. Any period of cover remaining after the date of such an event, may be transferable to the successor in title/LPA receiver upon payment of a £50 administration charge and new T&Cs will be issued.
- (h) repay any overpaid rent to us within 1 working day.

2

- (a) We can take over and conduct, in your name, any legal proceedings at any time. We can negotiate any claim on your behalf.
- (b) The appointed lawyer will be appointed by us to represent you according to our standard terms of appointment, which may include a 'no-win, no-fee' agreement. The appointed lawyer must co-operate fully with us at all times.
- (c) We will have direct contact with the appointed lawyer.
- (d) You must co-operate fully with us and with the appointed lawyer and must keep us up to date with the progress of the claim.
- (e) You must give the appointed lawyer any instructions that we ask for.
- (f) Where housing benefit payments are requested to be repaid by the local authority of other agency, you assist us in every manner to ensure the amount is repaid by the tenant or third party. We are not responsible for overpayments; please ensure you have legal cover with your buildings insurance.

3

- (a) You must tell us if anyone offers to settle a debt or a claim.
- (b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
- (c) You must not negotiate or agree to settle a claim without our approval.

4

- (a) You must tell the appointed lawyer to have legal costs taxed, assessed or audited, if we ask for this.

(b) You must take every step to recover legal costs that we have to pay and must pay us any legal costs or LHA benefit payments that are recovered.

5. If you settle a claim or withdraw it without our agreement or do not give suitable instructions to an appointed lawyer, the cover we provide will end at once and we will be entitled to reclaim from you costs and expenses we have paid.

6. If there is a disagreement about the way we handle a claim that is not resolved through our internal complaints procedure, available on our website.

7. You can cancel these terms & conditions at any time by telling us within 7 days of taking it out or at any time afterwards as long as you tell us at least 1 month beforehand. You will be liable to pay us the remainder of our fees for the term of our contract immediately as a cancellation fee. We can cancel these T&Cs at any time as long as we tell you at least 1 month beforehand.

8. We will not pay any claim covered under any other T&Cs, or any claim that would have been covered by any other T&Cs if these T&Cs did not exist.

9. These T&Cs will be governed by English law

10.

(a) Distance Selling Regulations - Clause 8(3) of The Consumer Protection (Distance Selling) Regulations 2000 states that the statutory cancellation (cooling-off) period of seven working days for services, does not apply where performance of that service has already commenced with the customer's agreement.

(b) The Landlord must undertake maintenance and keep records.

The Landlord indemnifies Capital 390 against liability from work undertaken by the Landlord's maintenance contractors.

If there is a health and safety hazard, Capital 390 may instruct their own contractors and deduct the cost from the rent. This will only occur where the Landlord has been unresponsive.

11. If you continue a tenancy with a tenant or our subcontractor we have sourced for you there will be a charge. Please see the attached price table.

13. We cannot provide cover for a tenancy agreement not agreed by us.

Data Protection Act 1998

It is understood by you that any information provided to us regarding you will be processed by us in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Likewise, we ask that you maintain Data Protection standards when handling tenant and other third party details given to you by us. **If the Landlord does not sign this agreement, it will be deemed as being signed and binding from the date of being read. This agreement extends to any sub contractors used by Capital 390.**