



# LETTINGS GUIDE AND AGREEMENT



## CHOOSE THE SERVICE YOU REQUIRE

	NEW			MOST POPULAR
	PAY-AS-YOU-GO	TENANT FIND	RENT COLLECTION	FULLY MANAGED
A free valuation	✓	✓	✓	✓
Professional photos/description prepared	✓	✓	✓	✓
Creation of a professional advert	✓	✓	✓	✓
Advert published to websites like Rightmove	✓	✓	✓	✓
Your property made available to thousands of potential tenants	✓	✓	✓	✓
Free access to the Landlord platform	✓	✓	✓	✓
Viewings conducted at no extra cost		✓	✓	✓
Comprehensive tenant referencing	✓	✓	✓	✓
Assured Shorthold Tenancy agreement	✓	✓	✓	✓
Your deposit protected via DPS	✓	✓	✓	✓
Free tenancy renewals	✓	✓	✓	✓
Annual gas safety reminders	✓	✓	✓	✓
Monthly rental collection			✓	✓
Monthly statements via email	✓		✓	✓
Free legal notices			✓	✓
Property Inspections				✓
Free professional inventory				✓
Check out and deposit resolution				✓
All prices include VAT	<b>FROM</b> £19 PER MONTH + £399 PAID ON LET	£359 <b>PAID</b> <b>ON LET</b>	<b>FROM</b> £36 PER MONTH + £239 PAID ON LET	<b>FROM</b> £42 PER MONTH + £299 PAID ON LET
	<b>Pay-As-You-Go</b> <input type="checkbox"/>	<b>Tenant Find</b> <input type="checkbox"/>	<b>Rent Collect</b> <input type="checkbox"/>	<b>Fully Managed</b> <input type="checkbox"/>

Should you opt for either of our managed services, the ongoing monthly management fee payable to Peace of Mind Lettings can be calculated by using the chart below.

Monthly Rent	PAY-AS-YOU-GO	RENT COLLECT	FULLY MANAGED
Up to £500	£19	£36	£42
Over £500	£25	£42	£54
Over £750	£32	£54	£66
Over £960	£37	£70	£82
Over £1,200	£46	£82	£99
Over £1,400	£54	£96	£118
Over £1,600	£67	£114	£136
Over £1,800	£108	£136	£154
Over £2,100	£135	£160	£184

All prices shown are per calendar month and are inclusive of VAT.

# LETTING SERVICE AGREEMENT

THIS AGREEMENT IS MADE ON:

BETWEEN:

(1) Peace of Mind Property Solutions Ltd (Registered Number 09737797) trading as peaceofmindlettings.co.uk, whose registered office is situated at 37 Bury Avenue, Newport Pagnell, MK16 0ED ("Peace of Mind Lettings"); and

(2) **Landlord Name** \_\_\_\_\_

Residing at \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone number \_\_\_\_\_

Email address \_\_\_\_\_  
("You")

**Landlord Name 2** \_\_\_\_\_

Residing at \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone number \_\_\_\_\_

Email address \_\_\_\_\_  
("You")

The Property to be let \_\_\_\_\_ Postcode \_\_\_\_\_  
("The Property")

## Declaration

I/we confirm:

- To be the sole or joint owner(s) of The Property
- We have sought permission from your lender to let this property
- Our service charge and ground rent payments are up to date if necessary
- We do not have any arrears on our mortgage account for The Property
- That should We exercise the Right to Cancel notice on page 17, we will be liable for any reasonable expenses Peace of Mind Lettings incurs before the cancellation
- We have read and accept the following terms and conditions and confirm that Peace of Mind Lettings can proceed with the rental and management (if applicable) of this property.
- That all the information provided by me/us is correct to my knowledge
- I/we have read through the 'What to do next' section
- We agree to be bound by its terms and to pay all fees as appropriate.

Signature of landlord(s): \_\_\_\_\_

Full Names: \_\_\_\_\_

Signature of representative: \_\_\_\_\_

Full Names: \_\_\_\_\_

## IMPORTANT INFORMATION, ADDITIONAL SERVICES AND REQUIREMENTS

Please find below a questionnaire which will include important information to assist us in the letting and management of your property. For further information, please visit our terms and conditions located on the Peace of Mind Lettings website.

Bank Details for Payment:

Name of bank or building society \_\_\_\_\_

Address of bank or building society \_\_\_\_\_

Name of account \_\_\_\_\_

Account number \_\_\_\_\_

Sort code \_\_\_\_\_

### Energy Performance Certificate (EPC)

It is a legal requirement that all properties advertised for sale or let in the UK have an EPC. This certificate contains information about a property's energy use and typical costs, along with recommendations about how to reduce energy use and save money.

Should you wish to organise this yourself, we would request this is organised within the first seven days of instructing Peace of Mind Lettings.

Peace of Mind Lettings can arrange for an accredited assessor to attend your property and produce the certificate for £84 inc. VAT.

Tick the relevant box to indicate the arrangements which has been made to provide an EPC:

- Peace of Mind Lettings is authorised to arrange an EPC on my/our behalf at my/our expense (**£84 inc. VAT**)
- An original EPC has been separately emailed to letting@peaceofmindlettings.co.uk
- I/we will supply an original EPC within the first **7 days** of instructing Peace of Mind Lettings

### Gas Safety Certificates

All gas appliances and associated pipework and flues should be maintained to ensure they are safe to use. An annual inspection by a qualified registered Gas Safe engineer is now a requirement of law under The Gas Safety (Installation and Use) Regulations 1998. Should you decide to appoint your own contractor, you agree to carry out the necessary validation of their Gas Safe registration.

Peace of Mind Lettings can arrange for a Gas Safe engineer to visit The Property in a timely fashion and carry out the required certificate.

Tick the relevant box to indicate the arrangements which has been made to provide a Gas Safety Record:

- Peace of Mind Lettings is authorised to arrange a gas safety check on my/our behalf at my/our expense (**£90 inc. VAT**)
- An original Gas Safety Record has been separately emailed to letting@peaceofmindlettings.co.uk
- I/we will supply an original Gas Safety Record **7 clear days** before the tenancy commences\*

If there are no gas appliances or meter at the property, a certificate is not required

\* Please note, should you not supply us with a certificate 7 clear days prior to the commencement of the tenancy, Peace of Mind Lettings retains the right to organise this on your behalf and deduct the appropriate fee of **£90 inclusive of VAT**.

## Smoke Alarms and Carbon Monoxide Detectors

As of 1st October 2015 it is a legal requirement for smoke alarms to be fitted on each storey of rented property. These alarms can be battery operated and have to be in full working order for the duration of the tenancy. It is also a legal requirement for Carbon Monoxide alarms to be installed within proximity of any solid fuel burning appliance, such as coal or wood. It is also highly recommended by the Government that these are installed within proximity of fossil fuel burning appliances.

All of these alarms must be tested and certified annually to ensure they are in full working order.

Please complete the information below:

I/we confirm that the appropriate smoke and carbon monoxide detectors are present on each floor/within proximity of the appliance throughout The Property. I/we confirm these have been tested prior to the start of any initial tenancy.

Please provide details of the position of each alarm below

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## Inventories

Inventory documentation will detail the fixtures, fittings and condition of a property prior to the commencement of a tenancy, this will subsequently provide the basis for settlement in a deposit dispute. This will also include areas which are not accessible to the tenant. If an inventory is inadequate or non-existent then a deposit adjudicator is likely to award the deposit to the outgoing tenant, leaving a landlord out of pocket for any dirt or damage that is left behind.

Peace of Mind Lettings highly recommends that landlords commission a professional inventory. We can organise a professional inventory to be conducted and produce the document ready for the tenants to counter sign on the day of move in.

Tick the relevant box to indicate the arrangements which has been made to provide an inventory:

- Peace of Mind Lettings is authorised to arrange for the creation of a professional inventory on my/our behalf at my/ our expense (**£90/£95 inc. VAT 1-3 bed, £120/£125 inc. VAT 4+ bed properties unfurnished/furnished OR free with our Fully Managed service**)
- I will provide Peace of Mind Lettings with a full inventory and schedule of condition for the property at least two working days prior to the commencement of the tenancy.

## Property Information

Please supply the following details regarding the property (if applicable):

Alarm Code \_\_\_\_\_

Alarm Box Location \_\_\_\_\_

Water Stop Cock Location \_\_\_\_\_

Gas Meter Location \_\_\_\_\_

Electric Meter Location \_\_\_\_\_

Water Meter Location \_\_\_\_\_

Garage Number/Location \_\_\_\_\_

Allocated Car Parking Space Number/Location \_\_\_\_\_

Parking Permits/Requirements \_\_\_\_\_

Building Access Codes \_\_\_\_\_

I hereby confirm that I will supply Peace of Mind Lettings with two full sets of keys for properties under their Pay-As-You-Go and Fully Managed package, in addition to a full set of keys for each tenant.

## Non-Residential (Overseas) Landlords

If you are living overseas for more than 6 months you are required to notify the Inland Revenue, who will issue us with a certificate allowing us to pay your rent to you gross. More information can be found at [www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk).

**When completing the NRL1 application form, please quote Peace of Mind Lettings' reference number as follows:  
904/NA 056840**

Without this certificate, Peace of Mind Lettings is obliged by the Taxes Management Act 1970 (or any similar powers of any future tax legislation) to deduct tax at the basic rate to cover any tax liability. Reasonable administration charges



may be payable to Peace of Mind Lettings for further work requested by the Landlord, Landlord's accountant or the Inland Revenue in connection with such tax liabilities.

I am an overseas landlord and I have/will complete an NRL1 application form.

I am a UK based landlord and do not require a certificate

### **Leasehold Properties Under Management**

For properties which are Leasehold, please provide the following details of the Managing Agent:

Agents Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

Post Code \_\_\_\_\_

I have emailed [letting@peaceofmindlettings.co.uk](mailto:letting@peaceofmindlettings.co.uk) a copy of the appropriate head lease.

Please note, service charge and ground rent payments are due from the landlord, and will not be payable by Peace of Mind Lettings.

### **Electrical Inspection Condition Report (EICR) and Portable Appliance Testing (PAT)**

Electrical supply and appliances within a property must be 'safe'. All electrical appliances must be checked at regular intervals for defects (e.g., frayed wiring, badly fitted plugs etc...). Peace of Mind Lettings can arrange for a qualified electrician to attend The Property and provide a full Electrical Inspection Condition Report and Portable Appliance Testing.

Peace of Mind Lettings strongly recommend you conduct an EICR every five years and PAT annually. This should be carried out by a qualified electrical engineer. Records of these checks conducted at the property should be retained and provided for inspection if required.

Peace of Mind Lettings is authorised to arrange an Electrical Inspection Condition Report and Portable Appliance Testing.

Please detail the number of electrical circuits within the property \_\_\_\_\_  
(This can be found by the number of switches upon the fuse board)

Please detail the number of appliances within the property to be tested \_\_\_\_\_

The cost will be calculated at **£200 inc. VAT** for the first 6 circuits and 6 appliances, **£30 inc. VAT** for each additional circuit and **£5 inc. VAT** each additional appliance thereafter.

I enclose a copy of the Electrical Inspection Condition Report

### Legionnaires Risk Assessment

Recent changes in Approved Code of Practice L8 which tells you how to comply with Health and Safety legislation, means that Landlords must carry out a Legionella Risk Assessment of rented properties.

You are free carry out this assessment yourself, more information can be found here:

<http://www.hse.gov.uk/legionnaires/what-you-must-do.htm>.

Should you feel a professional assessment is required, Peace of Mind Lettings will arrange for the attendance of an assessor to The Property who will produce a full risk assessment report (note, this may be carried out after the initial tenancy has begun).

Peace of Mind Lettings does not accept any liability in the case of any issue arising from non-compliance in this area.

Peace of Mind Lettings is authorised to arrange a professional Legionnaires Risk Assessment on my/our behalf at my/our expense (**£90 inc. VAT**)

A Legionnaires Risk Assessment has been separately emailed to [letting@peaceofmindlettings.co.uk](mailto:letting@peaceofmindlettings.co.uk)

I/We will organise a Legionnaires Risk Assessment and provide a copy to Peace of Mind Lettings prior to the start of a tenancy.

### House of Multiple Occupancy Licence

A rented property will require a House of Multiple Occupancy License should the following apply:

- It's at least 3 storeys high
- At least 5 tenants live there, forming more than 1 household
- You share toilet, bathroom or kitchen facilities with other tenants

Please note that definitions may vary, and you are advised to contact your local authority to seek clarification and for licensing, if required.

My property does not require a license

I enclose a copy of my HMO Certificate

## Maintenance

If you have preferred contractors please give details here.

Name: ..... Name: .....

Address: ..... Address: .....

.....

Tel No: ..... Tel No: .....

Trade: ..... Trade: .....

## Service Contracts and Guarantees

Please enclose copies of contracts & guarantees

Appliance: ..... Contract no: .....

Contact & Tel No: ..... Expiry date: .....

Appliance: ..... Contract No: .....

Contact & Tel No: ..... Expiry date: .....

Do you have a maintenance agreement with British Gas? YES..... No.....

Please enclose a copy of the agreement

If Yes, Reference ..... Expiry Date: .....  
No:

Please enclose copies of instructions for any appliances and heating system. If you do not have instructions, please write on a separate sheet any relevant instructions.

## Utility information & what to do next

Utilities: Please let us know who supplies the following services giving their name and telephone number. By all means make a note of the gas, electric and water readings for your own reference, but please DO NOT contact any of these organisations:

Gas supplied by: ..... Tel: .....

Electricity supplied by: ..... Tel: .....

Water supplied by: ..... Tel: .....

Sewerage disposed by: ..... Tel: .....

Council Tax supplied by: ..... Tel: .....

You will still be liable for all the above services until a tenant occupies the property. At that point we will contact all the above organisations and inform them of all relevant meter readings and forwarding address for your final accounts.

**Mail:** It is your responsibility to make arrangements with the Post Office to have your mail redirected from the date you vacate the property

**Telephone:** Make sure you contact your telephone provider and have your phone disconnected from the date you vacate the property.

**Money Laundering Regulations:** We need copies of photo ID and evidence of residence

**Keys:** Please list below all keys you are supplying us with. We require two of each.

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## PEACE OF MIND LETTINGS SERVICES

### Pay-As-You-Go Service

- Upon instruction, we will prepare an advert for your property to include description and professional photographs
- Upon receipt of a reference fee payment from a prospective tenant, Peace of Mind Lettings will engage them in our comprehensive tenant referencing procedure. This will include; Credit status reports, employment/income checks, previous landlord reference (if applicable), affordability check and ID check. We aim to have a recommendation from this within 3 working days of completion of the application form by the tenant, however this is dependent on the response of their referees.
- We will compile legal documentation with regards to the new tenancy, such as Tenancy Agreements and DPS Prescribed Information.
- We will organise for the registration of the tenant's deposit with the DPS within 30 days of receipt.
- Peace of Mind Lettings will carry out the handover of keys to The Property, unless otherwise agreed.
- The lettings set up fee will be levied at the outset for taking referencing and arranging the tenancy. This will be deducted from the first month's rent which will be paid to Peace of Mind Lettings. A statement of accounts will accompany the payment of the balances to You, and this will be made as soon as administratively possible, usually within **5 working days**.
- Peace of Mind Lettings will inform the relevant utility companies and local authorities of the new tenancy and meter readings where applicable.
- We will inform you in a timely fashion when your tenancy will be due for renewal. We will draw up the required tenancy extension paperwork, if requested, and provide this to the tenant. You will be informed should the tenancy be renewed, or once it has become a statutory periodic tenancy.
- You are required to ensure that a Gas Safety Certificate is available by the due date. Peace of Mind Lettings will send a timely reminder of your existing certificates expiry date.

## Tenant Find Service

As above plus;

- Peace of Mind Lettings will carry out all viewings on The Property, unless otherwise agreed.

## Rent Collection Service

As above plus;

- Peace of Mind Lettings will endeavour to collect the rental payments from the tenants as detailed in the Tenancy Agreement. These will be processed with any agreed deductions made as necessary. Payment to you will be made on the 8<sup>th</sup> of every month.
- You will be provided with a full statement of accounts to accompany payments.
- Peace of Mind Lettings will handle all legal notices, such as serving Section 8 or Section 21 notices when applicable.
- Peace of Mind Lettings will also chase rent arrears based upon the following timeframes:
- Any tenant in two or more days rent arrears are contacted and the landlord advised. Tenants are contacted again on the 4th day of arrears. On the 7th day – a formal ‘seven day rent arrears letter’ is sent to both landlord and tenant, (14 and 21 day letters are also sent if required).

### Registering the Tenancy Deposit – (Tenant Find/Part Managed Services Only)

As part of Peace of Mind Lettings Pay-As-You-Go, Tenant Find and Part Managed services, we will receive the deposit from your tenant, administer the required documentation and register the deposit within our Deposit Protection Service account.

As we will not be involved in the end of tenancy procedure or dealing in deposit resolution, we will then directly transfer this lodged deposit into your designated DPS account. This will make it much easier at the end of the tenancy to make any claim against the deposit, and speed up the process of returning the appropriate monies to each party.

For this, we will require your 7 digit Landlord ID number. To obtain this, please visit <https://www.depositprotection.com/join> and follow the instructions on the website.

Landlord ID Number \_\_\_\_\_

Should you opt for either of our Pay-As-You-Go, Tenant Find or Rent Collection services and not supply this ID number prior to the start of a tenancy (and not opt for Deposit Resolution additional service), an administration charge of £30 including VAT will be payable.

Peace of Mind Lettings is authorised to retain the deposit within their DPS account (£30 including VAT)

Should you wish to register with the Tenancy Deposit Scheme or My Deposits, an administration charge of **£55** including VAT will be payable.

I/we will provide Peace of Mind Lettings with a copy of the deposit protection certificate to allow them to release the deposit under an insured deposit protection scheme. This will be completed prior to the start of any tenancy

## Returning the Deposit

If you opt for us to retain the deposit and there is no dispute at the end of the tenancy, Peace of Mind Lettings will keep any amount agreed as a deduction where expenditure has been incurred or repay the whole balance of the deposit in accordance with the terms and conditions of the tenancy agreement. Repayment will be made within 10 working days of us receiving the written consent of both parties to release the deposit.

## Fully Managed Service

As above plus;

- Peace of Mind Lettings will organise for the preparation of a professional Inventory for The Property.
- We will handle all reported maintenance issues along the procedures as set out below:
- Urgent Repairs – If a tenant reports an issue that is considered urgent (e.g. heating, hot water, uncontrollable leak, electrical, roofing, security) the issue will be reported immediately to You and your instructions taken. If You are not immediately available and the problem is of an urgent nature, We will wait for no longer than 3 hours for a response. After this period, a contractor's attendance will be organised and subsequently You will be made aware of any work carried out and the costs associated with such works. (We will act only out of necessity when deemed appropriate).
- Important Repairs – Once a tenant reports an issue considered important (e.g. intermittent faults with heating or hot water/lights/power/secondary service) the issue will be reported to You the same working day. If You are not available for immediate response, we will allow 3 working days for a response, after which, a response will be chased and then a contractor will be instructed for work up to an estimated value of £100. Subsequently, You will be made aware of any work carried out and the costs associated with such works.
- Desirable Repairs – Once a tenant reports an issue that is considered desirable (not of detriment to the property) the issue will be reported to You within 3 working days, and followed up a week later. If You do not respond, We will assume you have no interest in dealing with that particular matter, and the tenant will be advised accordingly.
- Peace of Mind Lettings will inspect The Property on a six monthly basis, and a copy of the inspection report will be forwarded to The Landlord.
- Upon vacation of the tenant, Peace of Mind Lettings will organise for an Inventory Clerk to produce a Check-Out Report. We will cross reference this with the original inventory and provide you with a proposal of deductions. Upon your agreement, Peace of Mind Lettings will discuss the proposed deductions with the tenant in an attempt to reach agreement, and process the deposit return through the DPS.

## LANDLORD DUTIES

### You shall;

- Keep Peace of Mind Lettings informed of any changes to your contact details including address and telephone numbers.
- Promptly pay Peace of Mind Lettings' fees and charges as are applicable and due from time to time.
- Be responsible for obtaining consent to let from the mortgage provider and freeholder or leasehold.
- Ensure that there is valid Energy Performance Certificate available prior to marketing.
- Prepare The Property to ensure it is made available in a clean and tidy condition and the fabric of the building shall be in good repair prior to The Property being advertised for let.
- Organise routine maintenance work on a Part Managed service.

- Be responsible for any injury or losses incurred by the tenant or a third party at The Property as a result of You failing to ensure the appropriate safety precautions are in place or due to lack of ongoing maintenance of The Property. You hereby agree to adhere to the standard of repair as set out in Section 11 of the Landlord and Tenant Act 1985.
- Provide instructions to Peace of Mind Lettings regarding termination, proceedings, major repairs or significant details regarding the letting in writing (preferably email).
- Advise your insurers that you are letting The Property and secure the necessary buildings and public liability insurance
- Initiate and facilitate any insurance claim
- Inform Peace of Mind Lettings of any intention to repossess The Property
- Pay for all legal expenses resulting from any claim to court for possession of a property resulting from a Section 8 or Section 21 notice.
- Ensure The Property is presented to Peace of Mind Lettings cleaned to a good domestic or professional standard. Should an inventory provider not deem this to be the case, Peace of Mind Lettings retains the right to organise the attendance of a cleaner and the charges will be payable by You.
- Ensure The Property is presented to Peace of Mind Lettings with all know maintenance issues rectified.
- Provide Peace of Mind Lettings details of all applicable warranties or guarantee cover for household appliances. Peace of Mind Lettings will not be held responsible if work is organised on an appliance under warranty or guarantee if sufficient information has not been supplied.
- Provide instruction manuals or handbooks for all appliances included within the letting of The Property.
- Provide all necessary garden equipment to allow tenants to maintain garden areas which are their responsibility.
- Give authorisation for Peace of Mind Lettings to provide registered contractors with keys to access The Property.
- Ensure all soft furnishings conform to the current fire safety regulations. You give authority to Peace of Mind Lettings to remove furniture and appliances which do not meet with current safety legislation.
- Ensure that The Property is registered and the necessary license has been obtained from the local housing authority if The Property is classed as a house in multiple occupation (HMO)
- Allow the tenant quiet enjoyment of The Property. This means that the tenant has the right to live in the property without interference from the landlord or anyone else
- Provide Peace of Mind Lettings with a copy of the head lease where appropriate
- If handing over keys to a property, You agree to adhere to the regulations surrounding sight of official documentation in line with the Government's 'Right to Rent' Legislation. Further details regarding landlord's obligations can be found here: <https://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice>
- On the Pay-As-You-Go, Tenant Find and Rent Collection Services, You will be responsible for informing the Home Office should a tenant reside in your property whose VISA expires. You are also required to keep a copy of a new VISA once it has been renewed.
- Should You reside in area which falls under the Governments selective Landlord Licensing Scheme, You are required to provide the necessary certificates of registration a minimum of 7 clear days prior to the start of any tenancy.

## GENERAL TERMS

You hereby agree with Peace of Mind Lettings:

- To be liable to pay the fees and any other costs or charges agreed and incurred by us on your behalf.
- That you will be liable to pay our fees and costs should a tenant be introduced by, or set up by Peace of Mind Lettings and subsequently move into The Property.
- That you will be liable to pay our fees and costs should a tenant be introduced by, or set up by You and subsequently move into The Property.
- That you will be liable to pay our fees and costs should a tenant be introduced by, or set up by You, who subsequently moved into, and currently resides in The Property.

- That you will be liable to pay our Pay-As-You-Go fees and costs, regardless of the amount You receive in rent from the tenancies, regardless of the date You receive those rents.
- That the security deposit will be held as a stakeholder. This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on of any deductions to the deposit.
- **Any advance rent payment will be held by Peace of Mind Lettings and released each month in line with the rental due date, this is to protect both parties should there be a breach in tenancy conditions which results in a subsequent vacation (Rent Collection and Fully Managed only)**
- Peace of Mind Lettings endeavours to appoint reasonable tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although the Landlord retains the right to pursue any claim against appointed tradesmen for substantial work.
- The landlord agrees to fully and effectually indemnify Peace of Mind Lettings against all expenses and penalties that may be suffered as a result of the non-compliance of The Property to fire and appliance safety standards.
- That Peace of Mind Lettings have the authority to sign all legal documents in connection with matters arising from this agreement on your behalf.
- All documentation signed by Peace of Mind Lettings on Your behalf will be signed via AdobeSign in compliance with their terms and conditions. All legal documentation signed by tenants will similarly be signed by this service.
- Should you decide to instruct a private Gas Safe registered engineer to produce a Gas Safety Record, a copy of the certificate sent shall be sent to Peace of Mind Lettings a clear 7 days before the due date. Should this not be done, Peace of Mind Lettings is authorised to appoint one of its recognised contractors to complete the work, and associated costs will be payable by You. (Fully Managed only)
- If you have signed this agreement away from Peace of Mind Lettings office you will have the right to cancel this agreement within 14 days unless your property has been advertised on [www.rightmove.co.uk](http://www.rightmove.co.uk) whereupon we will have provided a marketing service and you will have no right to cancel
- That You will comply with all applicable laws, regulations and enactments that apply to landlords and the letting of property of the nature and type of property you wish to let. You will follow such good practices, policies and procedures that would be expected of a responsible, reliable and competent landlord.

## Termination of Agreement Service

- Either party shall have the right to terminate this agreement if the other is in persistent or significant breach of any of its obligations under the agreement and fails to remedy such breach within 14 days of notice being received \* Should You wish to proceed with a tenancy despite the recommendation of the referencing agency being anything other than 'Accept', Peace of Mind Lettings will accept no liability with regards to rent arrears or damage to the property. Peace of Mind Lettings reserves the right to terminate this agreement within 14 days of notice being received in this instance.
- Our management services and this agreement may be terminated by the landlord by way of two months written notice, however not before the end of the initial fixed term tenancy. A charge equivalent to £359 will be payable by You should the tenant remain in the property. No fee or notice will be due should the tenant found or set up by Peace of Mind Lettings vacate.
- Should you not wish to proceed with an agreed tenancy that is of no fault to the tenant, you will be required to reimburse the application fees they have paid to date and an administration charge of **£60 + VAT**.

## Marketing material

- Peace of Mind Lettings retains the copyright in all advertising material used to market the property and reserves the right to use these for marketing initiatives following the letting of the property.



## Incorrect information

You warrant that all the information you have provided to Peace of Mind Lettings is correct to the best of your knowledge. In the event that you provide incorrect information to Peace of Mind Lettings which causes a loss or legal action to be taken against Peace of Mind Lettings you agree to indemnify and keep Peace of Mind Lettings fully and effectually indemnified in respect of any costs, liabilities, fees, disbursements and losses incurred as a result. The details you have provided in this agreement will be used in the preparation of Tenancy Agreements. These are legally binding documents and Peace of Mind Lettings will not be held responsible from issues resulting from the provision of incorrect information.

## Costs

- The agreed advertised rates are payable when a new tenant enters into a tenancy agreement. The fee will be deducted from the initial payment of rent before the net balance is transferred to your nominated bank or building society account and will include any management charges due in the subsequent month. Any shortfall will be invoiced directly to You and the balance must be paid prior to the tenancy start date.
- Any optional upgrades will be added to the amount deducted from the initial payment of rent
- All fees are fixed for the duration of the initial fixed term.
- Should you request a rent review at any point following the conclusion of an initial fixed term, Peace of Mind Lettings will charge £30 including VAT for a revaluation and preparation of a Section 13 notice of rent increase to the tenants.
- Should you wish to add additional clauses to our standard tenancy agreement, an administration charge of **£24 inc. VAT** will be payable.

## Right to Cancel

If you have signed this agreement away from Peace of Mind Lettings office you will have the right to cancel this agreement within 14 days unless your property has been advertised on [www.rightmove.co.uk](http://www.rightmove.co.uk) whereupon we will have provided a marketing service and you will have no right to cancel:

### Notice of right to cancel

Agreement Reference Number: \_\_\_\_\_

Landlord(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Subject to the terms of this agreement where this Agreement was signed at Your home/office You have a right under The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 to cancel this Agreement within 14 days starting today from when You received this Notice. You may exercise this right to cancel if You wish by writing to Peace of Mind Lettings, 37 Bury Avenue, Newport Pagnell MK16 0ED.

You can also cancel this Agreement by sending a message by email to [letting@Peaceofmindlettings.co.uk](mailto:letting@Peaceofmindlettings.co.uk) at any time within the 14 days. Any cancellation notice You send the Agent will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent.

### Performance of the Agreement

You hereby authorise Peace of Mind Lettings to immediately begin marketing the Property. Should You exercise the right to cancel the Agreement You will be liable for reasonable expenses incurred before the cancellation. Should a let be

agreed prior to cancellation and result in a tenancy agreement, the Fees would be due, notwithstanding the cancellation took place.

Signed \_\_\_\_\_

Dated \_\_\_\_\_