



Service Agreement

INTRODUCTION

This document (referred to as our 'Service Agreement') gives you information about the terms upon which we agree to offer and provide you with our Products and Services.

We encourage you to print off a copy of this document and refer to it as you use our Products and Services.

If it is necessary to change the Services Agreement or add or remove any part at any time, we will post such changes on the Website. It is your responsibility to check the Website for any changes. You agree to be bound by such changes if you should continue to use the Products and Services.

WHAT DO WORDS AND PHRASES MEAN IN THESE TERMS?

'Account' means your Account that we operate and you control within the Online Platform. For the avoidance of doubt, this includes the area where you instruct Peace of Mind Lettings and manage the process of a let and/or rent (including all marketing services).

'Advert' means how your property is to be displayed in advertising and marketing which may include (subject to the nature of the Products and Services) photographs, descriptions, key features and floor plans.

'Advertised Rates' means the charges for the Products and Services as advertised by Peace of Mind Lettings from time to time.

'Content' means all of the content, documents, information and matters on or in your Account or contained within the Website and or Online Platform, whether through the Website and/or Online Platform or uploaded manually.

'Online Platform' means the Systems provided to you in accordance with this agreement to manage the Products and Services.

'Instruct' means taking advantage of the Products and Services having paid the Advertised Rates.

'Interruption' means any form of interruption to the ability of Peace of Mind Lettings to provide or operate the Online Platform, the Systems or Products and Services.

'Privacy Policy' means the Privacy Policy as amended from time to time and published on the Website and Online Platform.

'Products and Services' means all and each of the products and/or services offered from time to time by Peace of Mind Lettings within the Website and Online Platform.

'Systems' means the Website and Complimentary access to the Online Platform.

'Terms of Use' means the terms and conditions for using the Website and Online Platform and published from time to time on the Website.

'Website' means www.peaceofmindlettings.co.uk, including all systems, Software and processes hosted therein.

INSTRUCTING PEACE OF MIND LETTINGS

Full details of the Products and Services and what is included and the price of each is detailed on the Website.

All owners of the Property

When you Instruct Peace of Mind Lettings you confirm that you do so with the knowledge, consent and agreement of each and all of the legal owners and occupiers and those who have an interest in the marketing and/or letting of the Property. Further, you confirm that you have all relevant authorities and authorisations as are necessary or required to enable you to take advantage of the Products and Services.

PAYING US

We will only charge you the Advertised Rates for the Products and Services. The Advertised Rates include VAT and are fixed. We reserve the right to make a charge for the costs charged by the credit card company to Peace of Mind Lettings.

WAYS TO PAY

Services and payment must be made in accordance with the terms and conditions of the products and services chosen.

PAYMENT DETAILS

If you believe you have been billed in error notify us immediately by emailing

accounts@peaceofmindlettings.co.uk

ENERGY PERFORMANCE CERTIFICATE ('EPC')

It is a legal requirement for you to have commissioned an EPC before we are able to start the marketing of your property. It is your responsibility to ensure that you have a valid and up to date EPC in place before any marketing happens.

ADVERTISING AND MARKETING

We will advertise and market your property on such property portals, websites or publications as we consider to be the most effective at securing interest on your property from potential tenants in our absolute discretion. We may withdraw or no longer take advantage of the services of such property portals, websites or publications at our absolute discretion.

TO LET BOARDS

'To Let' board will be charged at the Advertised Rates in force from time to time and published on the Online Platform.

For the avoidance of doubt, Peace of Mind Lettings will not erect a 'To Let' board unless you ask us to do so and pay the Advertised Rates in force from time to time and published in the Online Platform.

VIEWINGS

Subject to Interruption we will arrange and record viewings through the Online Platform. You will be notified immediately a viewing is booked. We will provide you with the name of the person(s) who wish to view together with the date and time.

If Peace of Mind Lettings are conducting the viewings on your behalf, you will still be notified of the above information.

It is your responsibility to ensure that the property is ready and prepared for the viewing, is in a safe condition and that the Local agent has access to the property at the date and time of the viewing.

KEYS

If you take advantage of the viewings service offered by Peace of Mind Lettings you shall supply Peace of Mind Lettings with two sets of keys for all lockable doors, cupboards and areas that form part of the property. We shall store these in a safe and secure locked cabinet.

EMPTY PROPERTIES

If your property is empty, you shall ensure that you conduct regular security and condition checks from time to time or instruct Peace of Mind Lettings to do so on your behalf at the Advertised rates.

FEEDBACK

We will request feedback from every person who has viewed or was due to view your property.

The feedback will be immediately available in your Account as soon as it has been provided and will be exactly as provided by the person concerned. The Online Platform is the most transparent for providing information.

OFFERS

Subject to Interruption we will report offers to you immediately they are made via the Online Platform. The nature, extent, position of the potential tenant and desire to proceed, will be requested and provided to you automatically as the offer is made.

We will make such reasonable checks as are possible to ensure the offer made meets our criteria for a let to proceed.

The information will always be made available exactly how it is provided by the potential tenant through the Online Platform.

It will be your choice whether to accept the offer, reject the offer, reject and negotiate or, you can opt for Peace of Mind Lettings to negotiate everything on your behalf.

We will always act on your behalf and negotiate the best possible offer for your property, without any conflict of interest.

LETS

There are additional terms and conditions specifically relating to Landlords and the lettings process under the heading 'Landlords Further Terms and Conditions' below.

PROVISION OF PERSONAL INFORMATION

For the effective use of the Products and Services we will be providing certain people with personal information such as your name, address, contact details, viewing availability, agreed let price and position to proceed. Please read the Terms of Use and our Privacy Policy for more information,

terms, and conditions. It is your responsibility to provide accurate up to date personal information through the Online Platform.

PERSONAL INTEREST

We will always inform you as soon as we become aware of anyone making an offer for your property that is in any way connected with Peace of Mind Lettings; whether they are employed, a contractor, family member or providing services to us.

In the event that you are aware of any personal interest from anyone connected with Peace of Mind Lettings you should notify us immediately. We will then make such enquiries as we consider necessary and provide you with a notification in writing of the nature of the personal interest. You will have the sole discretion to decide whether you wish to deal with the person or persons concerned. We will never knowingly permit any offer to be made with someone connected to Peace of Mind Lettings unless we have provided you with written notice. This written notice will ordinarily be displayed when you review the offer.

Before your Advert is published, Peace of Mind Lettings will ask you whether you are in any way connected with Peace of Mind Lettings; whether you are employed, a contractor, family member or providing services to us. This will be disclosed to all potential tenants.

THIRD PARTY COMPANIES

We will introduce to you, the tenant or any prospective tenant (where we deem appropriate and / or necessary) third party services ("the services") such as letting services but only where we reasonably believe that the services being provided are in the best interests of you, the tenant or prospective tenant and further that the third party companies are capable and required to, provide an exceptional service.

Where requested, we will instruct on your behalf third parties to conduct some of the services advertised by Peace of Mind Lettings. Whilst we will make all reasonable efforts to ensure that they continue to provide an exceptional service we cannot accept liability for the conduct and service of those third parties acting on your behalf.

AVAILABILITY OF THE PRODUCTS

Whilst we will make all reasonable efforts to ensure that the Products and Services are available at all times, Peace of Mind Lettings does not guarantee, represent or warrant that your access to any of the Products will be uninterrupted or error-free.

We will always make all reasonable efforts to ensure that all Content submitted by you to us will be secure. We cannot guarantee that the Online Platform, Products and Services, the Systems or the Website will be free from loss, corruption, attack, viruses, 'worms', 'trojan horses' or other harmful components, or from interference, hacking or other security intrusions. You should be sure to back up your own system periodically to ensure that all Content available to you and located within your Account, is available to you in the event of any loss or damage as Peace of Mind Lettings reserves the right to remove or suspend all or any part of the Content, at any time in accordance with these terms.

Please read the Terms of Use for further information.

LANDLORDS FURTHER TERMS AND CONDITIONS

Payment

All Advertised Rates applicable to Landlords and Tenants will be published on the Website and/or Online Platform. It is your responsibility to make sure you read details in advance of instructing Peace of Mind Lettings.

A list of such services and charges can be viewed in the '**Additional Letting Fees**'.

If you take advantage of the Part Managed or Fully Managed Service, you agree (at the point in which a tenant is introduced) to either be bound by our **Lettings Guide and Agreement**, which you can view on the website.

If you take advantage of the Guaranteed Rent Service, you agree to be bound by our **Guaranteed Rent Agreement**, which can be viewed on the website.

Credit reference checks

When you take advantage of our letting or any form of service, we will take up references for each Tenant and occupier over the age of 18 years ('the reference'). This service will be provided by a third party supplier as we deem appropriate from time to time. You will be notified of the outcome of the credit reference checks as soon as they are available. You will not without the Tenants consent be provided with a detailed reason as to any failure or referral.

You may be offered the option to accept a Guarantor (see below) depending on the outcome of the reference.

It is your responsibility to consider whether to accept a Tenant in light of the information and circumstances that exist at the time. Your decision will be of your own free will and will not be influenced by Peace of Mind Lettings.

Guarantor

There may be circumstances, such as a failed or referred credit report, where you might wish to accept a guarantor for the rent as part of accepting a Tenant.

We will in all circumstances where there is a failed or referred credit report ask you whether you want to seek a guarantor or withdraw from the application for the tenancy. We will charge the Tenant to reference and administer the guarantor.

If you choose to proceed with the tenancy and there is a guarantor, we will provide a Deed of Guarantee for the tenant to sign at no extra cost.

It is your responsibility to ensure that the guarantor signs a Tenancy Agreement and the Deed of Guarantee (where applicable).

Tenancy Agreement

Peace of Mind Lettings may as part of the Products and Services that you have chosen, prepare a Tenancy Agreement. Whether we provide a Tenancy Agreement or not, it is your responsibility to protect yourself with a Tenancy Agreement in accordance with the relevant Housing Acts and other legislation.

Security deposit ('the deposit')

In every case where we secure an application from a Tenant, a security deposit of at least one months' rent will be requested. You must be certain that the nature and level of deposit is sufficient to meet your expectations, taking into account the information you have about the Tenant, the type of tenancy and the risks involved.

IMPORTANT NOTICE

It is a legal requirement that the deposit is protected within 30 days of receipt. You must register the deposit with an approved tenancy deposit scheme such as the DPS, Tenancy Deposit Solutions or MyDeposits.

It is your responsibility to register the deposit unless we have agreed as part of our service to do this on your behalf.

You are required in any event to provide the Tenant with the prescribed information in accordance with the deposit legislation. There are strict penalties if you fail to do so.

Inventory

It is your responsibility to ensure that the Tenant has a full inventory of all fixtures and fittings within the property, together with proof and evidence of their condition (as well as the property itself).

Peace of Mind Lettings can undertake an inventory on your behalf for the Advertised Rates published on the Website and the Online Platform. The inventory can be essential in the event of a dispute on check out.

An Inventory Clerk ('the Clerk') will meet with the Tenant to discuss and agree the content of the inventory. This will include a schedule of condition and cleanliness and the Clerk take the utility meter readings and list all keys that are being handed over. The Tenant will be required to sign the Inventory and this will be sent to you and the Tenant.

Legal Compliance

As a Landlord you are subject to a number of legal obligations. It is your responsibility to ensure that you comply with all laws, regulations and requirements relating to Landlords and the letting of property.

These obligations include but are not exhaustive of matters relating to gas, electrical appliances and installations, safety and security, furniture and furnishings, energy performance, building regulations, health and safety, insurance, mortgages and deposits.

Maintenance of the property is the responsibility of the Landlord. You should check the maintenance of the property from time to time and act on reports from the Tenant immediately to avoid any form of legal action, sanction or legal redemption or penalty as a result.

Peace of Mind Lettings do not accept any responsibility or liability in relation to such obligations and compliance with laws, regulations and requirements.

By proceeding, you confirm that you have fully read and understood the '**Letting Disclaimer**'.

Utility Suppliers

Unless we have agreed to provide a utility switching and/or management service, you are wholly responsible for notifying relevant authorities and utility suppliers of the change of occupancy and providing them with any readings or information that they shall require.

Check in

It is your sole responsibility to make sure the property is ready for occupation and that you have complied with all the relevant laws, regulations and requirements in advance.

You must make sure that you have completed all the requirements and requests of the Tenant as part of the tenancy prior to occupation, unless agreed otherwise.

If we offer a 'check in' service, we will not be responsible for the requirements detailed above.

Accounting for rents

You are responsible for collecting and accounting for the rent from the Tenant and for making any payments to contractors, the Inland Revenue or such other authorities and organisations as they are obligated to do so.

Insurance and Consent to Let

It is your responsibility to maintain buildings insurance and such other insurances as are agreed as part of the tenancy and/or by law. You must advise the insurer of the intention to let the property. You shall be responsible for complying with the terms of the insurance policy during void (untenanted) periods and to deal with any insurance claims.

You are also responsible for obtaining written consent to let from a mortgage lender, freeholder and/or leaseholder where applicable.

Rent reviews

Peace of Mind Lettings will upon request negotiate rent reviews for you, subject to payment of the Advertised Rates.

A list of such services and charges can be viewed in the '**Additional Letting Fees**' section in our terms and conditions.

Renewing the tenancy

Peace of Mind Lettings will automatically seek your instructions on the renewal or extension of the tenancy and if so instructed, will renew or extend the tenancy subject to payment of the Advertised Rates.

A list of such services and charges can be viewed in the '**Additional Letting Fees**' section in our terms and conditions.

Check out

It is your sole responsibility to make sure that the property is thoroughly checked and inspected when a Tenant vacates the property. If you have an inventory, you should check this to ensure that you and the Tenant are satisfied with the state and condition of the property and decide whether there is to be any deductions from the deposit.

If there is a dispute, you should try to come to some agreement with the Tenant or follow the guidelines and requirements of the approved tenancy deposit schemes.

Court appearances

In the event that a representative of Peace of Mind Lettings is required to attend a court appearance, there will be a charge of £60 per hour, inc. VAT, plus reasonable expenses.

Deductions

Peace of Mind Lettings are entitled to claim and deduct from the deposit at the termination of the tenancy any costs, fees or expenses owing under these terms or the terms of the tenancy agreement from the Landlord or the Tenant.

RIGHT OF CANCELLATION

As this agreement was confirmed at 'distance', you may have the right to cancel it in accordance with the relevant regulations. Peace of Mind Lettings services are deemed to have been provided in their entirety where your Advert has been published.

NOTICE OF THE RIGHT TO CANCEL

- This is an agreement with Peace of Mind Lettings;
- You have fourteen days to cancel this agreement from the date on which you receive this notice in writing, which is the date you agree to these terms and conditions;
- If you wish to exercise your right to cancel, then please write to Peace of Mind Lettings or email letting@peaceofmindlettings.co.uk;
- You may wish to use the form below, however we will accept cancellations by letter, personal visit (to deliver a notice or letter) or email. If sending the notice by post, then you are advised to send it by recorded delivery;
- Cancellation is deemed to have started once the notice has been posted or sent by email.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form of notice if you want to but you do not have to.

To: Operations Director

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract in relation to the sale/let (delete as appropriate) of my property at ...

Signed:

Name:

Address:

Date:

Please note: In the event that we have made your advert live by advertising it on www.peaceofmindlettings.co.uk, www.rightmove.co.uk, we will for the purposes of the regulations have provided you an advertising service and as such you will not be entitled to a refund.