

OUR TERMS AND CONDITIONS FOR LANDLORDS.

Before we act for you in the management of your property, we wish to draw your attention to our services and charges, which are set out below. The following represents a summary of our commitment to you in the management of your residential property and your responsibilities, as the Landlord.

1. Management Information.

Subject to your confirmation of written instructions in the letting and management of your property, we will take details of your property and actively market your property in order to find suitable Tenants. Where required, we will provide advice on the rental value that may reasonably be achieved and advise the Landlord on how best to manage the property. We will interview tenant(s) and obtain references for the potential tenant(s) either directly or by using a Credit Referencing Agency, unless instructed otherwise. We will establish the terms of the letting, taking into account any specific written instructions from the Landlord(s) but we will not be bound by them and we will create a Tenancy which will be issued by **Trevor Bowerman Property Management Limited**, registered in England and Wales No 4578803 and signed by us on behalf of the Landlord(s).

2. The Inventory.

We recommend that the property be unfurnished and that all unnecessary appliances and furniture are removed. Where items and goods are left in the property, the Landlord should prepare an Inventory, if you require an inventory to be included in the Tenancy Agreement. Where we provide an inventory, we will not be held responsible for errors or omissions. Whenever there is a change of Tenancy, the Landlord will check the Inventory and if required, prepare a new Inventory for the subsequent Tenants. It is the responsibility of the Landlord to ensure that all items left in the property comply with the relevant legislation. We will be unable to sign a Tenancy Agreement on your behalf, where Items and Furniture remaining in the property do not comply with the relevant Legislation.

- Gas Cooking Appliances (Safety) Regulations 1989.
- Fire and Furniture (Safety) Regulations 1988 and 1993.
- Low Voltage Electrical Equipment (Safety) Regulation 1989.

We will record meter readings and where possible advise the utility companies, and inform the local authority of the establishment of the Tenancy Agreement.

3. The Tenancy Agreement.

Prior to the commencement of the letting, an Agreement will be prepared in a format that is approved by the Law Society. Under the Housing Act of 1988, the type of Tenancy issued will be an Assured Shorthold Tenancy. The term must be for a fixed term of not less than six months and is therefore typically for a duration of 6 months. When so required, additional and legally acceptable conditions may be included in the standard Tenancy Agreement at the request of the Landlord.

With Shorthold Tenancies, the Tenant(s) have no right to renewal and the Landlord can obtain possession of their property at the end of the Tenancy provided an authorised scheme is used to protect the deposit. In the unlikely event of the Tenants refusing to vacate the property, a Court Order is required. You may wish to consult your Solicitor regarding the implications of the letting of your property and the changes introduced by the new legislation. (The Housing Order 2007). Any Landlord must ensure that the property remains in good repair at all times and that heating, water and lighting are always available to the Tenant(s).

4. The Security Deposit.

We will obtain a Deposit from the Tenant(s) prior to commencement of the Tenancy unless otherwise instructed. The Deposit is usually a minimum of one months rent but may be varied by mutual agreement. Deposit taken for Assured Shorthold Tenancies must be protected by a Government approved deposit protection or insurance scheme. We use the Deposit Protection Service or DPS and the legislation places statutory obligations upon the Landlord and also on the Tenant regarding the return of any Deposit. The DPS strongly recommended that the Landlord and the Tenant inspect the property at the end of the Tenancy and together agree the return of the Deposit. Both the Landlord and the Tenant then complete the 'Joint Repayment Form' and forward it to the Deposit Protection Service. Where there is no dispute regarding the return of the Deposit, the Deposit Protection Service will return the monies according to the information provided by the Landlord and the Tenant on the 'Joint Repayment Form'.

In the event of a dispute, the Landlord and the Tenant still complete the 'Joint Repayment Form' and forward it to the Deposit Protection Service stating the amount disputed and then both parties can follow the resolution procedure provided under the scheme. The Alternative Dispute Resolution Service (ADR) may be initiated within 20 business days of the end of the Tenancy. As part of the Deposit Protection Scheme, there is an Arbitration service that both parties may use to resolve any dispute, this service is free, but both parties must agree to be bound by the decision of the Arbitration service. The Inspection of the property and the submission of statements and all relevant correspondence by the Landlord must be conducted within the time limits defined by the scheme and both parties must follow the statutory procedures of the Deposit Protection Service.

If after 14 days and following the end of the Tenancy the Landlord or the Tenant has failed to respond or the Landlord or the Tenant has failed to comply fully with the resolution procedure, the 'Single Claims Procedure' may be commenced. Under the 'Single Claims Process' the Tenant or the Landlord may request the return of the Deposit regardless of if there is a resolution to the dispute, therefore it is in everyone's interests to act promptly when responding to the Deposit Protection Service.

We recommend that you satisfy yourself as to your responsibilities under the new legislation. For further information please go to the Deposit Protection Service website at www.depositprotection.com. Telephone No. 0870 7071707.

The Landlord should inspect the property to determine the condition and decide upon the return of the deposit but where the Landlord is unable or unwilling to do so; we will undertake the completion of the 'Joint Declaration Form' with fairness and impartiality towards both parties and it is agreed that we; as the Agents, will not be held liable for our decision regarding the distribution of returned deposits should the Landlord subsequently disagree with our decision.

Where a Deposit is paid to the Landlord, any monies will be paid via the Agent by the Deposit Protection Service to the original bank account provided on the Landlord Terms and Conditions. Where the Deposit is being returned in lieu of outstanding Rent, any monies due will be forwarded to the Landlord after the deduction of the agreed Management Charges.

Your property is subject to a 'fair wear and tear' clause within the Tenancy, and as such, the property will not be in the same condition at the end of the Tenancy as at the start. The internal decorations and carpets may require attention but the full replacement cost of restoration cannot be charged against the Tenants, you may seek redress only for that proportion that directly relates to the Tenancy, that is 'in excess' of 'fair wear and tear'. Where the Landlord seeks to recover a small percentage of the Deposit held by the DPS in lieu of damages, we may ask for a commensurate sum from the Landlord for the disproportionate costs involved.

5. **Utilities and Services.**

The Landlord shall ensure that all the utilities such as Electricity, Gas, Water, Sewage and Telephone etc, are not in arrears prior to the start of the Tenancy. Where possible we will notify all utilities of the commencement of the Tenancy and forward the meter readings but only where we are able.

6. **Mortgage Information.**

YOU MUST HAVE THE APPROVAL OF YOUR MORTGAGEE BEFORE YOU ESTABLISH AN ASSURED SHORTHOLD TENANCY FOR A MORTGAGED PROPERTY. WE MUST HAVE YOUR WRITTEN CONFIRMATION THAT YOU HAVE AUTHORITY TO DO SO.

The Mortgagee may require copies of the Tenancy Agreement and Inventory and in some cases, a registration fee maybe required by the Mortgagee prior to the start of the letting, this might involve an additional fee. By signing this contract you confirm that you have obtained the necessary consent of your Mortgagee and state and affirm that you are unaware of any legal proceedings or impending actions that may prevent or affect the creation of a Tenancy for the property. Furthermore, it is agreed that you will notify and indemnify Trevor Bowerman Property Management Limited if subsequent actions or legal proceedings occur in the future.

7. **Leasehold Obligations.**

Where the property to be let is a leasehold property, you may need the permission of your Freeholder to Sub-Let. By signing this contract you confirm that you have obtained the necessary consent.

Please provide details of any obligations that are required under the lease that maybe applicable to an Assured Shorthold Tenancy. If in doubt please provide two copies of your lease so that they maybe incorporated into the Tenancy Agreement. Please ensure that there are no restrictions in your lease that may affect the creation of an Assured Shorthold Tenancy.

8. **Rental Payments.**

We will collect the Rent from the Tenants and remit cleared funds directly to your UK High Street Bank usually within 14 days of receipt of cleared funds but will endeavour to do so sooner. We will, at the same time, issue a Statement to the Landlord to an email or a mailing address provided by the Landlord, that corresponds with the rental period, as defined within the Tenancy Agreement. Where we receive any part payment that is less than 50% of the agreed rent, we reserve the right to remit these funds only when the total amount exceed 50% of the agreed rent owed for the period due, as defined in the Tenancy Agreement. We will forward this part payment to your designated U.K. Account, usually within 14 working days of our account being in cleared funds and deduct our management charges, as stated under our current Terms and Conditions. If there are any arrears, the Rental Period corresponding to the received rent will be shown on the Statement. Where we receive Rent in advance of the due date, we will pay the agreed remittance in accordance with our Terms and Conditions and usually within 14 working days of being in receipt of cleared funds and when the Monies become due. We will issue a Rental Statement to the Landlord in the normal manner. Where a Deposit or other funds are used as payment or part payment of Rent, these funds are considered subject to our Management charges. Where a Tenant(s) pays 6 or 12 months in advance, to protect the interests of the Tenant(s), these funds will be held in our Company Client Account and forwarded to the Landlord as if the payments were received on a monthly basis. Unfortunately we have had circumstances in the past where Landlords received 6 or 12 months rent in advance and omitted to undertake repairs or to service any debt associated with the property. As the agent, we have a responsibility to ensure that we have sufficient funds to carry out necessary works and a Landlord has a legal responsibility to ensure necessary repairs are undertaken with due diligence.

9. **Reports and Repairs.**

When we receive reports from the Tenant(s) regarding maintenance and repairs for which you are responsible; we will bring this to your attention as soon as possible and instruct tradesmen to effect repairs where necessary. We will check invoices and make payment from funds held. Our duties in this respect are subject to us being made aware of any problem that may arise. In the event of an emergency, we will attempt to carry out all precautions necessary to protect your property and to comply with relevant legislation, any resultant expense will be deemed to be with your authority and on your behalf.

10. **Property Inspections.**

We will endeavour to make inspections of your property, typically every four months and will inform you promptly of the results. The purpose of the inspection is to ensure that the Tenants are observing the conditions of the Agreement and that the property is being occupied in a satisfactory manner and also to inform you of any problems that may have arisen that may require remedial action.

11. **Property Safety Information.**

i) *Electrical Safety.*

Low Voltage Electrical Equipment Regulations 1989, and the Electrical (Safety) Regulations 1994.

The regulations relate to the supply of electrical equipment designed with a voltage between 50 and 1000 volts. Letting agents and Landlords in the course of their business are liable as suppliers, and as such are responsible to ensure the safety of such goods, as defined by section 19 of the Act..." so that there is no risk of injury or death to humans, or pets, or risk of damage to property."

These regulations cover all mains voltage household electrical goods including, cooking appliances, heating appliances, refrigerators, kettles, washing machines, immersion heaters, etc.

Regulations require that all electrical equipment supplied be safe and that where necessary instruction books are provided and that necessary safety warnings are given to Tenants. The Letting Agents and the Landlord are responsible for checking and removing unsafe items. They are both also responsible for ensuring that appliances are regularly checked by a qualified electrical engineer and that they both maintain records of the checks carried out, for all the appliances in each property.

The maximum penalty for non-compliance is a fine of £5,000 or six months imprisonment or both.

ii) *Gas Safety (Installation and Use) Regulations 1998.*

In order to comply with 'The Gas Safety (Installation and Use) Regulations 1998', the Landlord must ensure that any gas appliance and flues be regularly maintained in a safe condition and the appropriate Gas Safety Certificate issued and at intervals of not more than 12 months. The current fee for this safety inspection will vary from appliance to appliance, but is currently in the region of £75.00 to £100.00.

Only a class of persons approved by the Health and Safety Executive, such as a GAS SAFE registered engineer may carry out work on gas appliances and fittings. Any person who installs or checks any gas appliance in a property shall leave a record in respect to the appliance or flue that was checked and shall include the information required by statute for the lawful occupier of the premises. It is the Landlords responsibility to ensure that a record of the appliances checked is made and retained and for a period of 2 years from the date of the check. A copy of the last record must be provided to the Tenants within 28 days of the check being undertaken.

Any person responsible for the premises shall not use or permit to be used any gas appliance that is suspected or known to be faulty or incorrectly installed. For the purposes of this agreement, any persons, means the Landlord or those persons who have signed this contract on behalf of the Landlord.

It is the responsibility of the Landlord and if they are not the Landlord, those persons who have signed this contract; to ensure that all gas appliances and associated pipe work be maintained in a safe condition. If the Gas Safety Certificate is arranged by you the Landlord, it is the Landlords responsibility to ensure that Trevor Bowerman Property Management Limited have the required Gas Safety Certificate prior to the date arranged for the signing of the Tenancy. When a new Gas Safety Certificate is required for an ongoing or existing Tenancy, it is the responsibility of the Landlord to provide to Trevor Bowerman Property Management the relevant Certificate. Please note that we will be unable to commence any Tenancy unless we are satisfied that a current Gas Safety Certificate has been obtained. To protect Landlords from possible prosecution, if you the Landlord fail to comply with the Legislation, we reserve the right to arrange for a Gas Safety Certificate on your behalf and furthermore to deduct the relevant cost from any of your rental incomes.

The maximum penalty for non-compliance is a fine of £5,000 or six months imprisonment or both.

iii) *Furnishings (Fire Safety) Regulations 1993.*

Landlords must ensure that all upholstered furniture complies with the relevant legislation.

Upholstered articles must have passed a match resistance test, or be used with a fire resistant interliner.

Upholstered articles must have a fire resistant filling material.

Do not buy or supply any furnishings, which do not comply with the relevant regulations.

Keep all receipts for purchases in a safe place in case tenants wish to check on the compliance of any items. It is your responsibility to ensure that your property and contents comply with all relevant regulations.

iv) *Fire Safety.*

We advise the installation of smoke alarms to BS5446 in all properties in order to establish a duty of care towards Tenants. We also recommend the installation of a suitable fire extinguisher, and fire blanket in the kitchen. A battery operated Fire Alarm linked to the mains power is the minimum requirement for all new buildings built after 1991.

If your property is classified as a H.M.O, you will be subject to stricter regulations and a registration fee with the Local Authority. By signing this Agreement you are accepting full responsibility for ensuring that your property and its contents comply with all relevant regulations.

12. **General Management.**

Where there is a breach of the Tenancy Agreement, we will take all reasonable steps to resolve the breach and report to both parties any developments.

We will seek new Tenants in order to ensure continuity of occupancy prior to your return to resume occupancy. Where the property remains unoccupied between Lettings, our Management does not include responsibility or supervision of the property unless prior arrangement has been made.

We will always seek to notify you of any repairs etc. but when you cannot be contacted, or fail to respond to the need for a repair, we reserve the right to act on your behalf. If you change your contact details or email address and do not inform us in writing, we will not be held responsible, if we fail to make contact with you regarding repairs or other matters. Any payments on your behalf will be shown on your monthly Rental Statement. Please see 'Payment of Invoices and Bill' for further details. We will scrutinise Invoices and pay Bills on your behalf that appear to be correct, however we cannot pay outgoings on your behalf over and above the funds we have available in your account.

Non-resident Landlords; if it is your intention to reside abroad or you are already a non-resident for purposes of UK Taxation; you must inform us in writing before we accept your instructions and additional fees and disbursements will also apply.

13. **Household Insurance.**

It is your responsibility to inform your Insurers of your intention to let your property. Your Insurers will be able to advise you of any alterations to the policy or premium that they and you; as the Landlord may require. We would ask that you provide a copy of your Certificate of Insurance as evidence that you have sufficient cover to protect yourself, in the event of a claim being made against you. Furthermore it is agreed that the Landlord or anyone acting on behalf of the Landlord will indemnify the Management Company, their employees or their agents against a claim as a result of the Landlord failing to provide sufficient insurance. It is also agreed and declared that it is not the responsibility of the Management Company to cause, or to be instituted on behalf of the Owner, any Legal Action against any person whether in respect of the premises or otherwise.

14. **Fees.**

On finding a suitable Tenant, and once they have entered into a contract to rent your property, our Fees will be as follows: Our Management Fee will be 10 % of the annual rental for the term that the property is let, plus the prevailing rate of VAT. The VAT is only charged on the fee NOT the whole Rent received. As an example, if the Rent received is £550.00 our fee will be £55.00, the VAT will be £9.63, and the total deduction £64.63. Any fees will be deducted from the Rent received and for each rental period. Such Letting period is to include any statutory periodic Tenancy that might arise at the end of a fixed term.

We reserve the right to charge for additional expenses incurred outside the normal management fees. An example of this would be the serving of Legal Documents and any Court Attendance. Stamp duty in respect of counterpart of Tenancy Agreement is currently £5.00. Furthermore it is agreed that if we act

on your instructions and reference potential Tenant(s) for your property, but prior to signing of the Tenancy Agreement you withdraw the property, you will be liable to reimburse us for the current referencing fees and any pending arrangement fees and the cost of providing a Gas Safety Certificate.

15. **Keys.**

We recommend **Trevor Bowerman Property Management Limited** has access to a set of keys for the property; otherwise we may have to contact you in the eventuality that we require access. We also recommend you keep at least one set of keys to your property yourself. Please *do not* identify these keys by the address or number of your property, for security purposes, but please label the keys; Front Door, Back Door, etc.

Please forward two sets of keys with this Agreement. One set of keys for our Archive and at least one set for the future Tenants. At the end of the Letting Process we recommend that the Landlord change all locks to the property and to do so promptly. Where we are given Keys and the verbal instruction to act as the Managing Agent for the Landlord or Persons acting on behalf of the Landlord and when we establish a Tenancy, the Landlord shall agree to the Terms and Conditions of our current Contract.

16. **Post.**

We recommend that you the Landlord organise with the Royal Mail, the redirection of any of your mail from the rental property to your required address. As the Agent, we will retain any mail delivered to our office but for only a limited period of time. You the Landlord should arrange for Mail Collection by providing pre-paid envelopes or arranging collection in person. As we are unable to store any uncollected mail at our Office indefinitely, due to limitation of office space, therefore we would ask that you collect any Mail you may require and do so on a regular basis.

17. **Water Meters.**

The Water Bill (Act) allows Tenants renting a property for more than 6 months, to apply for a water meter to be installed at the property without obtaining the permission of the Landlord.

18. **Change of Ownership.**

If the property is sold to the Tenant (s) we will look to the original Landlord for a fee of 1% of the sale price as a Commission. Where the property is sold or passed on with the benefit of the Tenancy where our terms of business are not signed by the new Owner/ Landlord, we will look to the original Landlord for any Commissions due for the introduction of the Tenant(s) equivalent to 10% plus V.A.T. of all Rents due for one year and this will be due from the date of exchange of the property.

19. **What if there is a Change in Tenant(s) Circumstances?**

Tenants circumstances can change through no fault of our own and as a result of any unforeseen changes the Tenants may be forced to apply for Housing Benefit during their Tenancy. As a consequence, we may be asked to receive Benefit Monies directly from Local Government Agencies or Authorities. If we agree to receive any funds from Benefit monies, we as an Agent must agree to repay any Housing Benefit subsequently reclaimed by the local authority. In the event of an overpayment claim being received from the Council or Local Government Authority to Trevor Bowerman Property Management Limited, or from another agency, it is agreed that you the Landlord will reimburse the Management Company, either directly or indirectly from other funds that we may hold on behalf of the Landlord, for any overpayment claim that we may receive.

20. **Additional Useful Information.**

Please instruct us of any boundaries; fences walls and hedges that are the responsibility of the Freeholder. Other useful information would be the location of stopcocks, inside and outside the property, the aerial system, if fireplaces have been swept and are safe to use, service contracts for burglar alarms, copies of instruction manuals for central heating systems and for any appliances that are being left in the property. A property file containing all relevant information would be useful.

21. **'To Let' Boards.**

A 'To Let' / 'Let By' Board is often the most effective method of advertising a Property and we recommend all Landlords to have a board on display. Please tell us if you do not want a board to be erected outside your property or we may have a board installed.

22. **The Payment of Invoices and Bills.**

Were you the Landlord instructs us as your Agent to undertake repairs and maintenance works at a property, we will instruct tradesmen or person(s) to undertake what we consider to be the necessary works. Were we hold sufficient funds; we may deduct the cost of the repair from any funds that we hold or will hold, on behalf of you the Landlord. Where we do not hold sufficient funds on your behalf, we will ask for an advance payment for the necessary works or we may ask the tradesman or Person(s) to invoice you the Landlord directly for the cost of any such works. Where necessary we will provide details of a contact name and address for the Landlord(s) so that outstanding invoices can be settled directly. Where we make a deduction from the funds that we hold, this will be shown on your remittance statement with a brief description of the works carried out. If we undertake work on your behalf, this may be undertaken by Trevor Bowerman Property Maintenance Ltd. If an individual invoice is required for your Accounting purposes, it is agreed and understood that it will be provided by Trevor Bowerman Property Maintenance Ltd and not by the individual tradesman. (It is quite usual for us as the Agents to receive a block invoice for work carried out by Tradesmen and therefore to provide an individual invoice for a specific job may be impractical and will certainly involve an additional cost. If you do require individual receipts, we recommend that you instruct your own tradesmen directly.)

23. **Legal Information and H.M. Revenue and Customs.**

If it is necessary to seek legal advice and/or to serve Legal Notices, as we are not legally qualified, we strongly recommend that the Landlord takes independent professional legal advice. Where we are asked to assist the Landlord or their Agents in the preparation and/or service of Legal Notices, we reserve the right to take the necessary and/or relevant advice on behalf of the Landlord. We may seek legal advice on behalf of a Landlord as a result; either directly or indirectly, of the Management of a property and if so, we reserve the right to recover any related costs incurred. If Trevor Bowerman Property Management Limited is asked to serve notices or provide informal advice, we will not be held responsible for any errors and omissions as a result, particularly where the Landlord does not take their own legal advice.

If the Agreement is terminated by the Landlord or their new Agents, it is hereby agreed it becomes the responsibility of the Landlord or their Agents to provide and serve the relevant Legal Notices and all associated documents, unless otherwise agreed by Trevor Bowerman Property Management Limited. When an

Agreement is terminated by the Landlord or by persons acting on behalf of the Landlord, it is agreed that Trevor Bowerman Property Management Limited may at their discretion retain further payments of Rent, equivalent to the commission due under this Contract.

As of the 6 April 1996 Lettings Agents have a statutory obligation to deduct tax from the Rental Income of non-resident landlords and pay tax to HM Revenue and Customs. Non resident landlords can apply to H.M. Revenue and Customs for approval to receive Rental income with no tax deducted. Where we are aware that a landlord is a non-resident landlord or where we have reason to believe that a landlord is a non-resident landlord, we as the Lettings Agent; will retain the rental income until such time as we have been provided by H.M. Revenue and Customs with the requisite authority to pay Rental Income to a non-resident landlords with no tax deducted. By signing this form, you will have agreed to this condition.

24. The Legal Expenses and Rent Protection Policy.

Sometimes even tenants with acceptable references fail to pay the rent. Whatever the reason, you certainly will wish to mitigate any potential loss, especially if you rely on the rent to pay any outstanding mortgage commitments. Where possible we will provide a Legal Expenses and rent Protection Scheme; this cover is provided to you the Landlord *free of charge* by **Trevor Bowerman Property Management Limited**. Unfortunately a Rent Protection Scheme is not applicable in every situation; for example, some Tenants prefer to pay 6 or 12 months rent in advance, if they may not be able to meet the referencing criteria, but with some exceptions, we will always endeavour to obtain a Legal expenses and Rent Protection Scheme for all Tenants. If there is no Legal Expenses and Rent Protection Policy in place for your property, we may refuse to enter into a Tenancy Agreement without your written acknowledgement to that effect.

Please Note: A Legal Expenses and Rent Protection policy cannot be renewed if a Tenant(s) is in any arrears at the time the renewal becomes due.

Where a Legal Expenses and Rent Protection Scheme is in place, you the Landlord will be protected only to the extent of the provisions set out below.

The cover is specifically designed for let properties in Great Britain and Northern Ireland, the Channel Islands and the Isle of Man. The Limit for Legal Expenses is £25,000. The Maximum Rental Amount per month is £10,000. The Policy is underwritten by Propgen Insurance Limited and full details can be found in the policy document a copy of which can be found by contacting Barbon Insurance Group Limited.

If within the first 6 months of the Tenancy, your Tenant fails to pay the agreed rent, you will be entitled to the claim on the policy, subject to the terms of the policy, (unless there is a reduced level of protection where the Tenants do not qualify for the Legal Expenses and rent Protection Scheme); and only until your Tenant or Tenants vacate the property or until your cover under the policy expires and whichever is the sooner. You will be entitled to a maximum of 4 payments with the Rent Protection Scheme and legal costs incurred with evicting the Tenant or Tenants as a result of non-payment of rent. The policy is subject to a one month excess in all case and may not be renewed if there are any arrears at the end of the individual policy or a dispute that may lead to non-payment of Rent at a future date. In the unlikely event that you need to make a claim, the policy will pay monthly in arrears only until the end of the policy period and your cover will cease when the Tenant or Tenants vacate the property or you obtain vacant possession and this is irrespective of the remaining duration of your Rent Protection Scheme policy. The commencement date for the Rent Protection Policy may be the date that the Tenant was successfully referenced and may not be the commencement date of the Tenancy Agreement, although at the discretion of the Underwriters, this may be considered the date the policy commenced. The Rent Protection may therefore expire, before the end of the initial Assured Shorthold Tenancy period. You may wish to take out a more comprehensive cover to more fully protect your interests.

We recommend that Landlords continue with some form of Rent Protection Scheme after the initial free 6 month period expires and other policies are available, please remember to contact us to arrange renewal, as we do not always receive notification from the Rent Protection Policy Provider when a policy is due to expire. It is also important that you notify us in writing if you wish to extend your cover as we may not do so without written confirmation. Please be aware that any continuation of cover after the end of the initial cover is at the sole discretion of the underwriters, over which we as your Agent have no control and if the Tenants are in arrears when the Policy is due for renewal, it cannot be renewed.

Where a free Rent Policy Scheme is provided, the duration is for a maximum of six months, but the Landlord may extend this for an additional fee. The current premium for the Rent Protection Scheme is **£100.00** per Policy (including Insurance Premium Tax but excludes VAT.) for a further 6 months cover. We always recommend that Landlords obtain some form of Rent Protection and Legal Expenses Cover.

The Rent Protection Scheme is provided by us as appointed representative for *Barbon Insurance Group Limited, 4-9 Highview, High Street, Bordon, Hampshire, GU35 3AX*, which is authorised and regulated by the Financial Services Authority. Barbon Insurance Group Limited FSA Register number 308724.

The information below comprises the 'Initial Disclosure Document' for all General Insurance Sales on behalf of Barbon Insurance Group Limited.

The Financial Services Authority (FSA) is the independent statutory watchdog that regulates financial services. Barbon Insurance Group Limited permitted business is: Arranging general insurance contracts. You can check this on the FSA Register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting the FSA by telephone on 0845 606 1234.

Trevor Bowerman Property Management Limited offer the following product from Barbon Insurance Group Limited; **Retail Insurance:** Tenants Contents Insurance - From a Single Insurer. **Commercial Insurance:** Landlords Buildings Insurance - From a limited range of Insurers, Landlords Content Insurance - From a Single Insurer. Landlords Emergency Assistance Insurance - From a Single Insurer, Landlords Legal Expenses and Rent Protection Policy Insurance - From a Single Insurer. Landlords Legal Expenses Insurance - From a Single Insurer.

What insurance advice will we provide? You will not receive advice or any recommendations from us, we may ask some questions to narrow down the selection of products that we provide details about, but you the Landlord will be left to make your own decision regarding insurance.

What will I pay for these services? If you choose to pay your premiums by monthly payments, you will be charged a fee of £2.95 (£1.95 for Tenants insurance) each month in addition to your premium. For cancellations and mid-term adjustments Barbon Insurance Group Limited may charge an administration Fee of £30.00. For Tenants Contents Insurance only, you will be charged a £10.00 fee for selecting a 6 month policy. You will receive a quotation that will tell you about any other fees relating to any particular insurance policy. Barbon Insurance Group Limited Legal Expenses and Rent Protection Policy purchased in conjunction with a tenant reference cannot be paid for by monthly instalments; they are also fixed term contracts and as such are not subject to cancellation.

Ownership. Caley Limited owns 100% of the share capital of Barbon Insurance Group Limited and Propgen Insurance Limited.

Interest. Barbon Insurance Group Limited will retain any interest earned on client money held by the company for their own use.

What to do if you have a complaint. If you wish to register a complaint, you may contact Barbon Insurance Group Limited by writing to: *Barbon Insurance Group Limited, Becor House, Green Lane, Lincoln, LN6 7DL*. Or by Telephone on: 0845 117 6000.

Barbon Insurance Group Limited will acknowledge your complaint within 5 working days and detail the complaints procedure to you. If Barbon Insurance Group Limited are unable to settle your complaint you may be entitled to refer it to the Financial Ombudsman Service - they can be contacted by post at: *Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E1 8BN*. Or by Telephone on: 0207 892 7300.

Barbon Insurance Group Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCA by post to *Financial Services Compensation Scheme, 7th Floor, Lloyd Chambers, Portsoken Street, London E1 8BN*, or by Telephone on 0207 7892 7300.

Cancellation of your policy. If you commence one of Barbon Insurance Group Limited Insurance policies and decide that it is not suitable within the first 14 days after you take out the policy, then we will refund your premium in full. Please contact us by telephone, fax or post. Please remember that Barbon Insurance Group Limited Legal Expenses and rent Protection Policy purchased in conjunction with a tenant reference cannot be paid for monthly, they are also fixed term contracts and are not subject to cancellation.

Policies paid by monthly credit card or monthly Direct Debit. You can cancel your policy by advising Barbon Insurance Group Limited by telephone, fax or post and we will cancel the policy for you. No refund premium will be made for the period between the date that you ask for the policy to be cancelled and the date that the next monthly payment is due. Cover ceases on the date that you request cancellation.

Policies paid annually by cheque or credit card. You can cancel your policy by advising Barbon Insurance Group Limited by telephone, fax or post and we will cancel the policy for you subject to a cancellation fee of £30.00. The refund will be calculated from the date in the month when the policy was started and will be based on 1/12 of the annual premium for each full month of cover remaining at the time of cancellation. We cannot make a refund where the policy has less than two months before expiry or where a claim has been made. Barbon Insurance Group Limited will pay refunds to the credit card account or by B.A.C.S. transfer to the bank account that you nominate at cancellation. You must provide us with these account details. Cover ceases on the date that you request cancellation.

Premiums. Any Insurance money received by Trevor Bowerman Property Management Limited will be passed to Barbon Insurance Group Limited within 3 days of receipt. Barbon Insurance Group Limited holds insurance money as an agent of the insurance undertaking with whom your contract is placed. The agency agreement is in respect of all premiums received from you, all refunds of premiums due to you, as well as claim payments due to you. This means that once your premiums have been paid to Barbon Insurance Group Limited, it is deemed to have been paid to the insurer. Client money may for the purpose of a transaction be transferred to another person such as another broker through whom the insurance contract has been placed. Barbon Insurance Group Limited will deduct any commission entitlements before paying premiums to insurers.

Commissions. Barbon Insurance Group Limited and Trevor Bowerman Property Management Limited earn commission from insurers for placing of insurance policies. Should you require commission disclosure please send your request in writing to *Barbon Insurance Group Limited, Becor House, Green Lane, Lincoln, LN6 7DL*.

Disclosure of Material Facts. Insurers must be kept informed of all material facts, which change or arise after the insurance is first taken out and / or last renewed. *If facts are not fully disclosed the insurance cover may not protect you in the event of a claim.* Material Facts are those that are likely to influence an insurer in the assessment or acceptance of a risk and it is essential that you disclose them. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy.

Confidentiality. Barbon Insurance Group Limited is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. Under the Act you have the right to see personal information Barbon Insurance Group Limited hold about you on your records. Barbon Insurance Group Limited must advise you that information supplied may be held on computer and passed to other insurers for claims purposes. Insurers pass information to the Claims and Underwriting Exchange (CUE) database operated by Insurance Database Services Limited. The aim is to help them check information provided and also to prevent fraudulent claims. When you tell Barbon Insurance Group Limited about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, the insurers will send information relating to it to the database.

It is a condition of renewing your Policy that you agree to this information being passed to the Insurance Database Services Limited and that Insurance Database Services Limited may pass to your insurer information that has been received from other Insurers involving anyone insured under the policy.

Copies of Documentation. You should keep a record of all information supplied to us for this insurance.

Awareness of policy terms. When a policy is issued you should read it carefully. The policy together with the schedule and any certificate of insurance forms the basis of the contract of insurance. If you are in any doubt over any of the policy terms or conditions please contact Barbon Insurance Group Limited immediately.

Useful contact details. Barbon Insurance Group Limited. Internet: www.homelet.co.uk Telephone: 0845 117 6000.
Financial Services Authority. Internet: www.fsa.gov.uk Telephone: 0845 606 1234.
Financial Ombudsman Service Internet: www.financial-ombudsman.org.uk Telephone: 0845 0801800.

STATEMENT OF DEMANDS AND NEEDS.

If you have purchased Barbon Insurance Group Limited Buildings and/or our Contents Policy then these products meet the needs of those seeking an indemnity against loss or damage to their property and/or contents and these needs are met now and for the term of your policy.

If you have purchased a Legal Expenses, Rent Guarantee or Emergency Assistance policy then these products meet the demands and needs of those seeking an indemnity against losses arising as a result of you letting your residential property. These needs are met now and for the term of your policy.

25. The Energy Performance Certificate.

Landlords are required to provide an Energy Performance Certificate when a new tenancy is created for an existing Rental Property or a Landlord intends to rent out a new property. An Energy Performance Certificate (EPC) provides information on the energy efficiency of a property to be let and must be provided to the Tenants free of charge and at the earliest opportunity. This should be when the prospective Tenant first receives information about the property or when they arrange to view it, and before any rental contract is entered into. The EPC is valid for 10 years and can be reused as many times as required, provided there have not been any substantial alterations to the property that would affect the Energy Performance. If a newer EPC is has been produced for the property, only the most recent EPC is valid. The EPC provides prospective Tenants with information on the energy efficiency of a property they are considering renting. The EPC provides a Rating from A to G with A being the most efficient and G being the least efficient and the information is presented in a graphical form. The EPC must be produced by an accredited Energy Assessor, details of accredited DEAs can be found at www.epcregister.com If you have recently bought a property, you may have received a EPC as part of a Home information pack. After the visit, the Assessor will produce the EPC and a recommendation report which may include suggested improvements. There is no legal requirement to act on any recommendations; however a more efficient property may prove easier to let out. The provision of EPC's is enforced by Trading Standards departments of the Local Authority, if they receive a complaint that an EPC has not been provided, they can impose a penalty of £200.00 for each breach of the regulations. Trevor Bowerman Property Management Limited and its agents cannot

Rent a property without an EPC; therefore we recommend that you arrange for an EPC to be provided as soon as possible, in order to avoid potential delays in signing a Tenancy Agreement.

We are able to arrange an EPC for our Landlords, the current cost being £100.00, but may be subject to change. If you would like us to arrange for an EPC, please let us know and complete the relevant part of the following agreement.

PLEASE DO NOT DETACH ANY PART OF THIS FORM.

I / We instruct *TREVOR BOWERMAN PROPERTY MANAGEMENT LIMITED* to manage our Residential Property and Agree to be bound by the current Terms and Conditions.

PROPERTY AND LANDLORD DETAILS:

Owners Name (s) _____

Home Address. _____

Home Tel No. _____ Work Tel No. _____

Mobile Telephone Number(s). _____

Email Address. _____

Address of Property to be Let. _____

Description of Property: (i.e. Terrace House or Semi-Detached, the number of Bedrooms and Reception rooms, Garage and Parking and any other features that would be of interest such as Central Heating and Double Glazing.)

New Forwarding Address. (If applicable) To receive postal statements please provide a UK mailing address.

Mortgage Details. _____

Roll No. / Account No. _____

Letting available from. _____ Letting Duration (6 Months Minimum). _____

Furnished / Part-Furnished / Unfurnished. (Please State) _____

Monthly Rental £ _____

Any Special Conditions Which Should be Included in the Agreement? _____

LANDLORD BANK ACCOUNT DETAILS:

Rental Income can be paid into a specified U.K. Bank Account, please complete the details below.

U.K. BANK.

ACCOUNT IN NAME OF.

ADDRESS.

ACCOUNT NUMBER.

SORT CODE.

Your Insurance Company must be advised that the property is to be let and adequate cover must be in place before the Tenancy commences.

'Homelet' offer a Policy specifically designed for the rented property sector. The telephone number is 0845 117 6000. When contacting them if you mention *TREVOR BOWERMAN PROPERTY MANAGEMENT LIMITED*, Scheme Number 1502108, then in the event of any claim we will be able to speak to Homelet on your behalf.

BUILDINGS INSURANCE DETAILS:

Company. _____

Policy Number. _____

Amount and Type of Cover. _____

Address for Correspondence. _____

CONTENTS INSURANCE DETAILS:

Company. _____

Policy Number. _____

Amount of Cover. _____

Type of Cover. _____

Address for Correspondence. _____

NAME AND ADDRESS OF SOLICITOR OR PERSON WITH POWER OF ATTORNEY, (IF APPLICABLE):

NAME AND ADDRESS OF LEASEHOLD PROPERTY MANAGING AGENT, (IF APPLICABLE):

(Please provide us with any information we may require regarding restrictive covenants.)

If you would like us to notify the Gas and Electricity Suppliers we will need too know who they are, so please provide this information where ever possible.

UTILITY SUPPLIERS AND LOCAL AUTHORITY DETAILS:

Name, Address and Customer Reference No. of the Electricity Supplier. _____

Name, Address and Customer Reference No. of the Gas Supplier. _____

Name Address and Customer Reference No. of the Water Supplier. _____

Rateable Value or Water Meter. _____

Name Address and Customer Reference No. of the Waste Water Services. _____

Drains, Mains Connected or Septic Tank. _____

Name Address and Customer Reference No. of the Local Authority. _____

Local Authority Council Tax Band. _____

Name Address and Customer Reference No. of the Telephone Supplier. _____

DETAILS ABOUT THE LOCATION OF SERVICES ETC:

Location of the Gas Meter. _____
Location of the Electricity Meter. _____
Location of the Main Fuse Box. _____
Location of the Internal Water Stop Cock. _____
Location of the External Water Stop Cock. _____

DETAILS ABOUT THE HEATING SYSTEM:

Type and Manufacturer. _____
Is an immersion Heater installed? _____

GAS SAFETY CERTIFICATE DETAILS: Where a Gas Safety Certificate (G.S.C.) has been arranged or is in the process of being arranged, please provide us with the following information together with a Copy of the Certificate. (We reserve the right to obtain a G.S.C. for any property prior to the commencement of a Tenancy, on the expiry of the Gas Safety Certificate or where a G.S.C. is not supplied by the Landlord to the Agent in time and furthermore to make a charge for this service).

Certificate Start Date or Date Certificate is due to be Arranged. _____
Name Address and Telephone Number of the GAS SAFE REGISTERED Engineer. _____

I would like T.B.P.M. Ltd to arrange for the Gas Safety Certificate and I understand that a Tenancy cannot commence until a copy of the new G.S.C. has been received by the Agents and I enclose a Cheque for £75.00 payable to Trevor Bowerman Property Management Limited for this purpose.
Please tick the box if you would like this option. []

ENERGY PERFORMANCE CERTIFICATES: Where an Energy Performance Certificate (EPC.) has been arranged or is in the process of being arranged please provide the following information together with a Copy of the Certificate, when so produced. (We reserve the right to obtain an EPC. for the property prior to the commencement of a Tenancy when an EPC is not supplied by the Landlord to the Agent in time and furthermore to make a charge for this service).

Either - I have arranged for the EPC to be issued and I understand that my property cannot be marketed until the EPC has been received by the Agents.
The Certificate Start Date or the Date the Certificate is due to be arranged. _____
Contact Details of the Accredited Energy Assessor. _____
E.P.C. Documentation / Email Link. _____

Or - I would like T.B.P.M. Ltd to arrange for the EPC and I enclose a Cheque for £99.00 payable to Trevor Bowerman Property Management Limited and I understand that my property can be marketed only when the EPC has been completed.
Please tick the box if you would like this option. []

ADDITIONAL DETAILS:

Television Aerial or Cable. _____
Burglar Alarm System Location and Type. _____
Service Contracts. _____
Name Address and Contact Numbers of Emergency Key Holder(s). _____

BOUNDARY INFORMATION:

State which boundary fences are your responsibility and please provide a map to identify exactly which ones are located where and attach it with this form.

MAINTENANCE CONTRACTS ON APPLIANCES: (If you have any maintenance contracts please provide all detail and enclose photocopies for your tenants with contact telephone numbers and addresses).

Service Contract: Yes / No. _____

Service Contact Information. _____

Do you wish to employ any particular Tradesmen for any repairs and maintenance? If so please provide their contact details. (If they are not available or we are unable to contact them, other tradesmen will be used).

Other information. _____

Any furniture or electrical / gas appliances left in the property must comply with the relevant legislation. *TREVOR BOWERMAN PROPERTY MANAGEMENT LIMITED* cannot be held responsible for the non-compliance with any relevant legislation.

*I / We confirm that I / We have read and understood the attached Terms and Conditions and agree to be bound by this contract. I / We hereby authorise Trevor Bowerman Property Management Limited to act as My / Our **SOLE AGENTS** in offering the above mentioned property to let under the terms contained therein, to sign agreements on My / Our behalf and to manage the property. I / We confirm that I / We own the property and / are legally competent to authorise the property to be let under an Assured Shorthold Tenancy. I / We confirm that the property is not currently being offered for sale and that no other party is currently negotiating to purchase or let the property. I / We confirm we will notify you prior to offering the property for sale should we decide to sell, either now or in the future. Furthermore, that there are no legal proceedings current or impending that would affect the facility or the rights of any potential or actual Tenants, so created by the tenancy.*

SIGNATURE (S). _____ NAME (S). _____

DATE: _____

This is a Sole Rights Agreement and can be terminated by the Landlord when either the existing Tenant(s) vacate the property or with the consent of Trevor Bowerman Property Management Ltd. If the Landlord retains the Tenants, under any circumstances; the Landlord agrees that Trevor Bowerman Property Management Limited are entitled to financial compensation to the equivalent of 12 months commission plus any applicable VAT. Furthermore the Landlord agrees to give no less than two months notice of his intention to end the contract to the Agent in writing. Trevor Bowerman Property Management Limited reserve the right to terminate this agreement, without notice to the Landlord and without liability or obligation to the Landlord or persons acting on behalf of the Landlord. The Landlord has no right to the Tenant(s).

PLEASE DO NOT DETACH ANY PART OF THIS FORM.

Please make a copy of this form for your own records and RETURN ALL PAGES OF THE ORIGINAL FORM so that we can immediately begin marketing your property. If you are unable to make a copy, we will be happy to do this for you.

THANK YOU FOR THIS INSTRUCTION. TO HELP OUR FUTURE MARKETING STRATEGY WE WOULD BE GRATEFUL IF YOU COULD INFORM US HOW YOU ORIGINALLY HEARD OF *TREVOR BOWERMAN PROPERTY MANAGEMENT LIMITED*.

OFFICE USE ONLY.

A) OFFICE PROCEDURE.

PREPARE PROPERTY FILE [] PROPERTY TO BOWERMAN WEBSITE [] PROPERTY TO OTHER WEBSITE [] PROPERTY TO OFFICE DISPLAY []

ARRANGE TO LET BOARD (IF AGREED) [] PREPARE PRE/POST TENANCY DOCUMENTATION [] PROPERTY TO ACT DATABASE []

SCAN THE FIRST TWO COMPLETED PAGES OF THIS AGREEMENT TO SCANNED DOCUMENTS- NEW LANDLORD AGREEMENTS FILE []

B) ACCOUNTS PROCEDURE.

PROPERTY TO SAGE ACCOUNTS PROGRAMME [] CREATE ACCOUNTS TO ACT LINK [] CHECK FILE IS COMPLETE []