

**TENANT INTRODUCTION ONLY AGREEMENT
FOR NON - MANAGED PROPERTIES.**

This agreement is made between:

**The
Landlord:**.....

Address.....
.....

.....**Post
Code**.....

Telephone: Home.....

Mobile.....

Work.....

And

COOKSLEYS, 86 SOUTH STREET, EXETER, EX1 1EQ

For _____ the
property:.....

.....Post
Code.....

Cooksleys accept instructions to offer the above property to let and provide a tenant

Introduction only, non- managed service specified herein on the following terms: -

- 1) **RENT:** The client has instructed Cooksleys to quote a rental of £..... per calendar month exclusive of all utility services.

COMMISSION: Cooksleys commission for the services in respect of the above will

be, for introduction only non-managed service, **half a full month's rent or £200.00**, whichever is the greater amount **plus VAT** at the current rate. Cooksleys will not pay interest on monies due. Commission will become payable in the event of Cooksleys introducing (whether directly or indirectly) to you a tenant who enters into a Tenancy Agreement for the property.

Our commission is the charge for our introduction only non-managed service, with the exception of an administration fee of **£75.00 plus VAT** to cover the cost of the preparation and service of the notice and the preparation of the agreement. This charge will be payable any time a new tenant enters into a tenancy agreement on the above named property.

The client gives Cooksleys authority to deduct from the first months rent, payment of the appropriate portion of its commission applicable, the administration fee and VAT, together with any agreed disbursements. The remaining rent and deposit received from

the tenant will be sent to the owner by cheque within 10 days of the start date of the tenancy agreement.

There will be a fee of £60.00 per annum if you wish us to hold a set of keys to the property.

- 2) "Cooksleys" strongly recommends that landlords have an **Inventory and Schedule of Condition** carried out on the property, as without a record of the property contents and its condition, a damage deposit will be invalid.

Please see our Lettings Information Guide for prices and packages that we offer for this service.

Please could you inform us if you wish for this document to be carried out?

YES / NO (* delete as appropriate)

If you decide NO, please give brief explanation-

- 3) Cooksleys must disclose any interest between a client and our firm to a prospective tenant; therefore, please disclose to us in writing any family relationship with any member of Cooksleys.

- 4) The client has instructed Cooksleys to provide the following service:-

To introduce, interview and vet suitable tenants and take up appropriate references using referencing companies called "**Homelet**" or "**Let Sure**" who provide an insurance policy for our landlords, as they guarantee the rental income for the first six months, subject to terms and conditions.

A choice of referencing is available, "**Financial Profile**" or "**Premier Rent Guarantee**", please see enclosed sheet for more details and indicate below by circling your choice, which referencing option you wish cooks leys to complete:

FINANCIAL PROFILE

PREMIER RENT GUARANTEE

5) Your attention is drawn to the fact that Cooksleys are under legal obligation to account to the Inland Revenue for tax and the basic rate due on rent received as agents for clients who are **non-resident in the U.K.** for tax purposes.

6) Your attention is drawn to the new "**Gas Safety**" (Installation and Use) Regulations 1994

and also the Furniture and Furnishings (Fire)/Safety Regulations. **An up-to-date gas**

safety certificate must be supplied to "Cooksleys" before the property can be let. It is

also now a legal requirement to have a "**PAT test**" (Portable appliance testing) carried

out on all electrical goods supplied with the property and a "**5 Year Wiring Certificate**".

7) Energy Performance Certificates (EPC) currently valid for 10 years, subject to Government change. With effect from 1st October 2008 new Government Legislation states that all rental properties - where the Tenancy Agreement starts on or after 1st October 2008 - have to have an Energy Performance Certificate (EPC). Because this is now a legal requirement - we can arrange for this to be carried out by one of our qualified contractors at a cost of £95.00 - our contractors are not currently registered for VAT.

8) It is understood by the client that "Cooksleys" cannot accept any responsibility for unpaid rent or monies due throughout the tenancy, on an introduction only non- managed service. It is also understood by the client that "Cooksleys" cannot be held responsible for any damage or misconduct carried out by the tenant.

9) for any reason the property in question is withdrawn from "Cooksleys" after

referencing for prospective tenants has been obtained, the cost of the referencing

which is £65.00 per applicant over the age of 18 will be charged to the landlord/ landlady

10) The client authorises Cooksleys have access and to hold keys to the property whilst a tenant is being found.

11) In addition, please confirm which Tenancy Deposit Scheme Provider you will be using:-

Tenancy Deposit Protection Legislation ("TDPL")

From 6 April 2007 all deposits taken by landlords for assured shorthold tenancies must be protected by a tenancy deposit scheme.

There are two main aims of the TDPL:-

To ensure good practice in deposit handling, so that when a tenant pays a deposit, and is entitled to get it back, he can be assured that this will happen.

To assist with the resolution of disputes arising over deposits at the end of tenancies by having an alternative dispute resolution service available for landlord and tenant.

Under the TDPL, landlords are required to join a statutory tenant deposit scheme within 14 days of receipt of the deposit. Landlords will be able to choose between two types of scheme, known as the “custodial scheme” and the “insurance scheme”. The main features of these schemes are set out below.

The Custodial Scheme

1. The tenant pays the deposit to the landlord.
2. The landlord pays the deposit into the scheme.
3. Within 14 days of receiving the deposit, the landlord must give the tenant information about the scheme being used.
4. At the end of the tenancy, if the landlord and tenant agree how the deposit should be divided, they will tell the scheme, which will return the deposit, divided in the way agreed by both parties.
5. If there is a dispute, the scheme will hold the disputed amount until the dispute resolution service or the court decide what is fair.
6. The interest accrued by deposits in the scheme will be used to pay for the running of the scheme and any surplus will be used to offer interest to the tenant or, if the tenant is not entitled to it, to the landlord.

The Insurance Scheme

1. The tenant pays the deposit to the landlord.
2. The landlord retains the deposit and pays a premium to the insurer (this is the key difference to the custodial scheme).
3. Within 14 days of receiving the deposit, the landlord must give the tenant information about the scheme being used.
4. At the end of the tenancy, if the landlord and tenant agree how the deposit should be divided, the landlord will return all or some of the deposit to the tenant.
5. If there is a dispute, the landlord must hand over the disputed amount to the scheme for safe keeping until the dispute is resolved.
6. If for any reason the landlord fails to comply with the above steps, the insurance arrangements will ensure that the deposit is returned to the tenant if he is entitled to it.

In each scheme, the deposit must be returned within 10 days of the landlord and tenant agreeing how the deposit should be divided, or within 10 days following notification of an ADR/Court decision.

The Scheme Providers

The government has awarded contracts to three companies to run the tenancy deposit schemes. The three schemes are:-

The Deposit Protection Service (“DPS”)

This is the only custodial scheme. It is free to use and open to all landlords and letting/managing agents. The service is funded entirely from the interest earned on deposits held. Landlords and agents will be able to register and make transactions on line. Paper forms will also be available should internet access be an issue. The scheme will be supported by a dedicated call centre and an independent resolution service. More information on the scheme can be obtained from the DPS website (www.depositprotection.com).

1. *Tenancy Deposit Solutions Limited ("TDSL")*

This insurance backed scheme is designed primarily to enable landlords to continue holding deposits. Agents can also join the scheme. More information is available at (www.mydeposits.co.uk).

2. *The Tenant Deposit Scheme ("TDS")*

This is another insurance scheme. More information is available at (www.tds.gb.com) or by telephone on 0845 226 7837.

This Tenancy

We do not handle deposits where we are acting as letting agents as opposed to managing agents. Accordingly, it is important that you are aware of the TDPL and the schemes available and I would strongly encourage you to visit the websites given above.

If you only have one or two tenanted properties, it is probably more cost effective for you to use the custodial scheme.

There are various sanctions for a landlord's failure to comply with the TDPL, such as:-

1. Currently a landlord can obtain an order for possession of an assured shorthold tenancy ("AST") at any point after the first six months of the tenancy providing any fixed term has expired and the landlord has given the tenant at least two months' written notice under section 21 of the Housing Act 1988. However, under the TDPL, a landlord is unable to recover possession of the property on the basis of a section 21 notice if the deposit has not been safeguarded within a scheme and the prescribed information not given to the tenant.
2. A tenant can apply for a court order requiring the deposit to be safeguarded or the prescribed information to be given to him. Where the court believes that the landlord had failed to comply with these requirements, or a deposit is not being held in an authorised scheme, the court must order the landlord to either repay the deposit or pay the deposit to a custodial scheme within 14 days of the date of the order. The Court must also order the landlord to pay the tenant three times the amount of the deposit within 14 days of the date of the order.

I hope the above is useful in equipping you to deal with the changes in the law affecting tenant's deposits coming into force after 6 April 2007.

Please tick which scheme you will be using:-

The Deposit Protection Service ("DPS") please visit www.depositprotection.com

Tenancy Deposit Solutions Limited ("TDSL") please visit www.mydeposits.co.uk

The Tenant Deposit Scheme ("TDS") please visit www.tds.gb.com

PLEASE DELETE ANY SECTIONS INAPPROPRIATE TO THE LEVEL OF THE SERVICE REQUIRED: -

When returning this form please enclose a copy of photographic ID, along with a utility bill or bank statement dated within the last 3 months. We also require proof of your ownership of the property i.e. a Mortgage statement.

SIGNED:.....

NAME:.....

(Client)

SIGNED:.....

NAME:.....

(Cooksleys)

DATE:.....