

# Terms & Conditions

## Introduction

1. This Agreement deals with the relationship between Us and You in relation to Our work as Your agent for Your Property or Properties.
2. You should refer to the Definitions and Interpretation section at the end of this Agreement for help in understanding it.
3. The Fees for the service you have chosen are specifically confirmed on Your Dashboard, which should be reviewed regularly. Your attention is specifically drawn to our Fees and Charges section which sets out how we will charge for our services and any additional services you select or which may apply. We reserve the right to vary our fees pursuant to clause 71 below.
4. We offer two service levels: Howsy Fully Managed and Howsy Protect. The service You have chosen will be confirmed to You in writing.
5. Under the Howsy Fully Managed and Howsy Protect services You are instructing Us as Your agent to let and manage the Property.
6. You agree that in the event of a Successful Offer by a Tenant found by Us We will be appointed as Your sole agent to manage the Property.
7. If you have instructed us under the Howsy Fully Managed or Howsy Protect services and You terminate Our appointment as agent after the Tenant has moved into the Property You may be liable for additional charges.
8. The Howsy Protect service is offered for a fixed one-year term and will automatically renew unless terminated under certain conditions identified below.
9. Under the Howsy Fully Managed service, if You terminate this Agreement within the first 3 months of the Tenant's Tenancy for Your Property You must pay Us an introducer fee, specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>

## Website

10. We will set up and maintain the Website and ensure that it is reasonably accessible to You. We will not be liable for any loss or damage that You suffer as a result of the Website being unavailable at any particular time, regardless of the reason.
11. You will assist Us in maintaining the Website by providing accurate contact details for You and keeping the details of the Property and its availability up to date.

## Regulatory and Compliance

12. In accordance with s83 of the Consumer Rights Act 2015 We are a

- member of the Consumer Redress Scheme operated by the Property Redress Scheme. They can be contacted by telephone on 0333 321 9418 and more information can be found about them on their website at [www.theprs.co.uk](http://www.theprs.co.uk). You should note that they will not deal with a complaint unless You have complained to Us first and given Us a reasonable opportunity to respond. Our PRS Membership Number is PRS005422.
13. We have client money protection which is provided by Client Money Protect (which is a trading name of CM Protect Ltd). Our membership number is CMP003725.
  14. We are insured with Arch Insurance (UK) Limited for professional indemnity purposes. They can be contacted on Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.
  15. We are insured with Covea Insurance plc for public liability purposes. They can be contacted on Covea Insurance plc, Norman Place, Reading RG1 8DA.
  16. Our liability under this Agreement shall be limited to a maximum of £5,000,000 for each event and to a maximum of £5,000,000 in respect of each Property.
  17. We are registered with the Information Commissioner's Office under the Data Protection Act 2018 with registration number ZA190756. We will use information provided by you to provide the services requested. We may disclose your details to selected third parties for the purposes of pursuing debts owed to Us, utility suppliers, sub-contractors, or local or central government.
  18. Client money held by Us is held in an account with Barclays Bank entitled Howsy Limited Holding Account. You should be aware that the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) provides protection for client money of up to £85,000 in aggregate. However, this protection is only provided once for each bank licensee and so your protection may be reduced if you have other sums held with this bank or any other bank brand sharing the same bank licence.

## **Fees**

19. All Our fees are inclusive of VAT at the prevailing rate whether expressly stated or not. Where fees are stated as inclusive of VAT then they may change if the rate of VAT changes.
20. You agree to pay the fees and charges detailed below and on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
21. Under the Howsy Fully Managed or Howsy Protect service We charge an initial Tenant Finding Fee and a fixed management fee for each Property You place with Us.
22. You agree to pay the Tenant Finding Fee specified on the Fee Sheet

- at <https://howsy.com/b/terms-and-conditions/fee-sheet/>  
in the event of a Successful Offer by a Tenant found by Us.
23. If you instruct us for the Howsy Fully Managed service you agree to pay the management fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
  24. If you instruct us for the Howsy Protect service you agree to pay the management fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
  25. Our management fee under the Howsy Fully Managed or Howsy Protect Services is due and payable in advance from the date We start management of any Property on Your instruction. The fee under the as Howsy Fully Managed service is payable until such time as Our appointment is terminated. This means that We will charge You the management fee during any void periods between tenancies. The Howsy Protect service is offered for a minimum one-year term and will automatically renew for an additional 12 months unless notice is provided at least 3 months prior to the anniversary.
  26. Our fee for the Rent it Faster (pay later) package will fall due and payable on 'success'. Success is when a Tenant has moved into the Property or there is an offer within 5% of the Howsy valuation and the Tenant has passed reference checks. The fee will only be deferred for so long as Howsy is the sole agent for the marketing of the Property. If Howsy ceases to be the sole agent at any stage the package fee will be payable immediately.
  27. If Your Tenancy falls within the remit of any UK anti money laundering, terrorism, or organised crime prevention regime then You agree to pay an administration fee for the checks We will be required to undertake.
  28. We may from time to time at Our sole discretion make available an offer which reduces or removes some element of Your fee obligation to Us. To benefit from an offer You must first accept it on Your Dashboard. Such offers are temporary in nature and will be strictly limited.
  29. We will require payment of Our management fee at the start of each rental period and will usually deduct it from the Rent or occupation fee received by Us before it is passed to You. If no Rent or other occupation fee is paid by the Tenant then We will invoice You for the appropriate sum.
  30. It is a condition of any offer that we may from time to time make available to You that You do not cancel Your Agreement with Us for 3 months after taking advantage of that offer. If You do cancel within this 3 month period then the offer will not apply and You will be liable for Our fees at their full standard rate, which may include the

Introducer Fee as specified on the Fee Sheet at  
<https://howsy.com/b/terms-and-conditions/fee-sheet/>

## Packages

31. In addition to the basic services You can opt in to additional Packages. Fees for Packages are payable before We provide You with a service and in advance of the commencement of the Tenancy. Our current fees for Packages can be found here - <https://www.howsy.com/b/landlord-features>, the fees that will apply to any packages will be those displayed here when you request the additional package. We offer the following packages set out at paragraphs 31.1 to 31.19:
- 31.1 Rent it Faster (Pay Later) which includes the accompanied viewings package, professional-quality photographs, premium listing on Rightmove, and a full check-in package which includes an inventory.
  - 31.2 The taking of a 360 Virtual Tour to be used for marketing of the Property, where available.
  - 31.3 The taking of professional-quality photographs to be used for the marketing of the Property.
  - 31.4 The taking of a property video to be used for marketing of the Property.
  - 31.5 Produce floorplans to be used for the marketing of the Property.
  - 31.6 Provide a Gas Safety Certificate prepared by a Gas Safe registered engineer.
  - 31.7 Boiler servicing subject to availability.
  - 31.8 Provide an Energy Performance Certificate.
  - 31.9 To carry out a Right to Rent Check on the Tenant. This fee covers one check on all individuals comprising the Tenant
  - 31.10 Visit the Property carry out a basic test on the smoke detectors and make a record of the check.
  - 31.11 Deposit protection, insurance and certificate administration for the duration of the Tenancy.
  - 31.12 If You instruct Us to arrange an inventory and check-in or check-out We will inform You in advance of the applicable charge for this.
  - 31.13 Our accompanied viewings package for which We will provide unlimited accompanied viewings over a 30 day period for the Property. This will be subject to your fair usage of this service and Your provision of access to the Property on any reasonable basis sought by Us. We will group viewings together under this service so that Our time is used efficiently.
  - 31.14 Provide an Electrical Inspections Condition Report (EICR)

- prepared by a qualified person.
- 31.15 Preparing and serving notices, including Notices to Quit and notices required by the Housing Act 1988 specifically Section 8,13 and 21.
  - 31.16 Preparing a Deed of Surrender or Assignment.
  - 31.17 If You elect to use Your own Tenancy We will charge for a cursory review of the agreement to ensure that neither We or You are in breach of any relevant legislation and to familiarise ourselves with the agreement generally. This review will only correct issues which put Us or You at risk of a civil penalty or prosecution and is not a full legal review. We will not accept any liability for losses or costs you incur which are caused by the wording of your tenancy agreement. The fee for this service is specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
  - 31.18 Provide a Legionella Risk Assessment.
  - 31.19 A pre-tenancy check for properties that may have been vacant for some time or for Landlord's who live abroad.

## **Other Charges**

- 32. You agree that We may install a key safe at the Property unless You inform us otherwise in writing at the commencement of this agreement. The model of the key safe will be a 'police-approved' style suitable for use at the Property.
- 33. You agreed to pay Us the fee shown here - <https://www.howsy.com/b/landlord-features/> towards installing the key safe.
- 34. You agree to be responsible for checking whether your insurance for the Property allows a key safe to be used.
- 35. If You or the Tenant does not allow us to install a key safe at the Property You agree to pay the fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
- 36. Prior to Us taking over the management of the Property if it requires repairs before Tenants can move in We will charge a service fee for repair organisation & management. The service charge is 10% of the value of the repair/ maintenance work. After the Property is let, Our work in arranging repairs and maintenance is included in the monthly management fee.

## **About Our Fees and Charges**

- 37. We will charge an additional sum for any work You ask Us to do which is not covered by our usual services. This will be quoted in advance in writing and We will not commence work until Our quote has been accepted by You.
- 38. Our Fees shall remain payable even if We are unable to carry out

services for any reason beyond Our reasonable control. Such reason may include but is not limited to an act of god; strikes or industrial action; government restrictions, disease outbreaks, terrorism, riots, or civil disorder; unanticipated failure of computer or other systems; or any action by You that limits or prevents Us from carrying out our obligations under this Agreement.

### **Money And Interest**

39. We may take any payment owed to Us by You from any money We hold for You or on Your behalf, even if that money relates to a different property.
40. If You fail to pay any invoices we issue to You we will take payment from any money We hold for You after the payment becomes due. Invoices will become due for payment after 28 days unless agreed otherwise.
41. We will not pay interest on any monies held by Us for You or anyone else.
42. If You have not paid Us any money owed to Us for more than 14 days after We have asked for it in writing We will charge simple interest calculated daily from the date of our written demand until the sum is paid at the Law Society Interest Rate or such other rate as shall replace it. This interest shall apply both before and after any court judgement.
43. Throughout the management of your Property we will deduct such monies as are required to maintain a minimum float of £250 to cover expenses for each Property that we manage for You.

### **Compensation and Indemnity**

44. You agree to compensate Us for any other costs, professional fees, other expenses, or any liabilities, whether civil or criminal, incurred or imposed on Us that are incurred as a result of Our providing services to You, unless as a result of Our negligence. This includes Our full legal costs and expenses in enforcing any part of this Agreement against You.

### **Before We Market the Property**

45. All properties going on the market for letting must have an Energy Performance Certificate (EPC). Under the Howsy Fully Managed or Howsy Protect services We will arrange an inspection of the Property and production of an EPC at Your own expense if You cannot provide Us with an EPC when first giving instructions. The Property cannot be marketed without an EPC.
46. You agree that we may put up a "To Let" board at the Property unless You have notified us otherwise at the start of this Agreement.
47. You must let us know before We start to market the Property if a "To

- Let” board is not allowed at the Property whether that is because of a prohibition in a superior lease, a restrictive covenant, a by-law or any other reason. You agree to indemnify Us for any costs, fees, fines or expenses incurred by Us including legal expenses caused by Your failure to inform us that a “To Let” board is not allowed or about any restriction on the use of such boards at the Property.
48. If We remove a “To Let” board which has already been erected by Us because We become aware of a restriction on “To Let” boards which You failed to inform us about You agree to pay the fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
49. All new properties going on the market must have a pre-tenancy check to identify any repairs or maintenance issues which must be addressed prior to the Tenant moving into the Property. The Fee for the pre-tenancy check is as specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>

### **Before the Start of the Tenancy**

50. It is Your responsibility to ensure that the Property is in a clean and habitable state for occupation before the Tenancy starts. If a Property is found not to be in a clean and habitable state on the day when the Tenancy has been agreed to start, You agree to pay the Tenant’s reasonable costs for alternative accommodation until the Property is ready to be let.

### **Howsy Fully Managed**

51. In consideration of Your payment of Our Fees and charges under the Howsy Fully Managed Service We agree to provide You with the following services, subject to any limitations or qualifications, set out in this Agreement at paragraphs 51.1 to 51.75:

### **Tenant Finding**

- 51.1. We will advise You of our estimation of the likely rental income attainable from the Property.
- 51.2. We will market the Property on the Internet through selected leading property portals and from time to time our own websites for an initial 28 days. If there have been no offers within those 28 days the listing and marketing of the Property will be put on hold at our discretion and you may be asked to reduce the Rent and/or any other recommendation we consider appropriate.
- 51.3. We will arrange viewings of the Property as may reasonably be required.



- 51.4. We will not conduct viewings under this service unless You have bought our additional accompanied viewings package.

### **Booking Viewings**

- 51.5. You will provide Us with the dates and times that the Property is available for viewings to be booked and dates and times when it is definitely not available for viewings to be booked through the portal on the Website operated by Us.
- 51.6. We will book viewings for the Property through the Website or by telephone on the basis of the dates and times that You have informed Us that the Property is available for viewings by prospective Tenants.
- 51.7. We will update You as to booked viewings using the Website and by such other means as We shall make available from time to time. It is Your responsibility to check the status of the Property on the Website and to keep its availability for viewings up to date.
- 51.8. It is Your responsibility to ensure that You are aware of upcoming viewings, to ensure that access is made available for those viewings, and to be available to conduct those viewings (unless You have arranged to use our accompanied viewing package).
- 51.9. We will not be liable for any loss or damage You may suffer and You will keep us fully indemnified against any losses We might suffer caused by Your failure to update the status of the Property on the Website or Your failure to be aware of viewings that have been arranged based on that information.
- 51.10. We will carry out credit checks and referencing on prospective Tenants. We will provide You with a summary report of the references only. You should note that a reference is not a guarantee of Tenant suitability and is only a statement that no negative information can be found relating to a specific Tenant. The final decision as to whether to accept any Tenant is for You.
- 51.11. If You choose to offer a Tenancy to a Tenant without satisfactory references or without taking references at all, or without obtaining a Guarantor this will affect your ability to obtain rental protection and our ability to obtain cover from the Protect Rent Insurer.
- 51.12. We are entitled to refuse to offer you the Howsy Protect service if you instruct us to proceed with a Tenancy despite the lack of satisfactory references and/or a Guarantor.
- 51.13. If You have instructed Us to provide the Howsy Protect service to You, and we consider that We will not be able to make a claim from the Protect Rent Insurer with respect to any failure

of Your Tenant to pay the Rent because of your decision to offer a Tenancy to a Tenant without satisfactory references and/or a Guarantors, we are entitled to decline to offer the Protect Rent component of the Howsy Protect service. This will not entitle you to any refund or discount of the management fees.

### **Tenancy Agreement and Checks**

- 51.14. We will provide You with access to a template tenancy agreement through the Website which is carefully written by our expert solicitors to meet Your reasonable needs. This can be tailored through Our portal for Your specific requirements. You should note that Our agreement is suitable for most ordinary lettings but You may require specific legal advice if the Property or the terms of the Tenancy You agree with the Tenant are unusual.
- 51.15. You will be responsible for checking the Tenant has a Right to Rent and for carrying out any further checks required for persons with a time-limited Right to Rent as required by the Immigration Act 2014 unless You have specifically agreed with Us in writing otherwise.
- 51.16. Alternatively, if agreed with us in writing We can provide a service in which We will use our reasonable endeavours to check the Tenant's Right to Rent prior to the commencement of the Tenancy, to carry out a further check of any time-limited Right to Rent at an appropriate interval, and to make any required reports to the Home Office. Our current fee for this service (each check or re-check that is required) can be found here - <https://www.howsy.com/b/landlord-features/>
- 51.17. We will normally look to rent to any reasonable Tenant, including Tenants in receipt of state benefits, whether means-tested or not. If You are restricted by Your insurer or mortgage lender from renting to these Tenants then it is Your responsibility to inform us of this. If You do not inform Us of such a restriction within a reasonable time then We will assume that no legitimate reason exists to refuse these Tenants and will allow a letting to them to avoid any accusation against Us or You of discrimination.

### **Compliance Monitor**

- 51.18. You are responsible for ensuring that You obtain any required property licence under Parts 2 and 3 of the Housing Act 2004.
- 51.19. Whether or not a property requires a licence under the Housing Act 2004 depends on several factors including the type and location of the Property, the number of occupiers, and the status and relationship between the occupiers.

- 51.20. If the Property requires to be licensed, You agree to make an application or to promptly instruct us to make such an application.
- 51.21. We accept no liability to You arising out of the Property requiring to be licensed but not being so licensed.
- 51.22. If We apply for a licence for your Property You agree to pay the application fee charged by the local authority to us in advance and to pay our fees in advance. In the absence of these monies we will be under no obligation to apply or assist with the licence application.
- 51.23. We will check whether there are any licencing requirements that may apply to the Property. We will also monitor any legal changes that may affect the Property and inform you about this. This service is intended to provide you with assistance with licensing and You must satisfy Yourself whether the Property requires a licence.
- 51.24. Where we manage a licensable Property the 'Additional Terms and Conditions for Licensable Properties' will apply along with the fees specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>

## **Rent & Renewal**

- 51.25. We will use Our reasonable endeavours to collect Rent on a monthly basis from the Tenant and account to You for the balance after deduction of all fees and expenses due or incurred or outstanding within 5 working days of the funds clearing into Our client bank account. Accounting to You for the first month's rent is likely to take longer than 5 working days. We do not guarantee that payment will be made by the Tenant each month and We will not take legal action against the Tenant if rent is not paid. Rent will be chased by email and where appropriate by telephone however, we will at our sole discretion stop chasing Rent and/or Rent arrears where in our reasonable opinion legal advice should be sought by You.
- 51.26. Where We collect more than one month's rent in advance We may charge and deduct the management fee for the period covered by the Rent paid in advance by the Tenant before We account to You for the balance.
- 51.27. If the Tenant has overpaid any money in respect of Rent or We are required to retain, return or pay any such sum to a third party due to (but not limited to):
- 51.27.1. Any court order;
  - 51.27.2. Any obligation to pay or hold money in respect of income tax that might fall due;

- 51.27.3. Payment of state benefits to which the Tenant was not entitled; or
  - 51.27.4. Any other legal reason
- then We will inform You of this in writing specifying the sum being returned or withheld and the reason. If We have already paid that money to You then You must return it to us within three working days of being notified under this clause.
- 51.28. We will contact You and the Tenant before the end of the Tenancy to take Your views and attempt to establish the Tenants intentions as to renewal for a further term and will use Our reasonable endeavours to carry out a further valuation of the Property.
  - 51.29. We will seek to negotiate with the Tenant to achieve the best possible increase in the rent for any extension, continuation, or renewal of the Tenancy. We cannot guarantee a rent increase will be achieved and it will be Your decision whether to allow a Tenant to remain or to ask them to leave with the aim of achieving a higher rent from another occupier.
  - 51.30. We will use Our reasonable endeavours to arrange for a renewal contract to be signed by the Tenant should a renewal, continuation, or extension of the Tenancy be agreed.
  - 51.31. If instructed to, We can send up to 4 emails to previous Tenants chasing any amounts due including Rent arrears. However, if in our reasonable opinion sending emails is not or no longer appropriate we will cease chasing your previous Tenants and advise that you seek legal advice.

## **Repairs and Maintenance**

- 51.32. We set up the Website to allow the Tenant to report wants of repair and other problems with the Property. We will arrange for suitable sub-contractors to attend the Property to carry out relevant works, obtain estimates where necessary, supervise works, and arrange payment.
- 51.33. We are authorised to instruct third parties to carry out works up to a maximum value of £250 (or such other limit as We might agree with You in writing or provided via the Website ) for any individual item without reference to You.
- 51.34. Where We are under a statutory obligation or are ordered by a relevant body to carry out work, or we reasonably consider it necessary to carry out work to protect the safety of the Tenant or his possessions or to prevent serious damage to the Property then We are authorised to spend any such sum as is reasonably required to achieve this without any limit or further

- approval from you.
- 51.35. We are not obliged to carry out or arrange any works if We do not hold sufficient funds to pay for them. If works are required and You have approved the estimate We will not instruct the works to commence until We are in receipt of funds of at least the sum set out on the estimate from You.
- 51.36. We will arrange the service and the production of a Landlord's Gas Safety Certificate (GSC) in respect of any gas appliances and flues prior to the start of the Tenancy and at the appropriate statutory intervals thereafter unless You provide Us not less than 5 days in advance of a Tenancy starting or in advance of any required renewal with an appropriate GSC from a person licensed to provide one. Any such servicing and inspection shall be at Your own expense. The cost for a GSC can be found here - <https://www.howsy.com/b/landlord-features/>.
- 51.37. We will arrange the service and the production of a Landlord's Electrical Installation Condition Report (EICR) in respect of all electrical installations prior to the start of the Tenancy and at the appropriate statutory intervals thereafter unless You provide Us not less than 5 days in advance of a Tenancy starting or in advance of any required renewal with an appropriate EICR from a person licensed to provide one. Any such servicing and inspection shall be at Your own expense. The cost for an EICR can be found here - <https://www.howsy.com/b/landlord-features/>.
- 51.38. We will arrange the service and the production of a Legionella Risk Assessment prior to the start of the Tenancy unless You provide Us with it not less than 5 days in advance of a Tenancy. Any such servicing and inspection shall be at Your own expense. The cost for a Legionella Risk Assessment can be found here - <https://www.howsy.com/b/landlord-features/>.
- 51.39. Our agreement to manage general repair and maintenance work does not extend to major redecoration. We do not arrange significant decoration work such as laying new floors or substantial repainting under our service to You. If We agree to oversee such redecoration project You agree to pay us a fee 10% of the total project costs (including labour, materials and VAT) subject to a minimum fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
- 51.40. Our agreement to manage general repair and maintenance does not extend to managing repairs to other properties impacted by any disrepair and/ or damage to Your Property.
- 51.41. If You wish for Us to use a preferred supplier or contractor We

will only be responsible for doing so if You have made Us aware of this. Where Your preferred supplier or contractor is not available or not suitable We will at our sole discretion instruct an alternative supplier or contractor. We accept no liability for any loss or damage You suffer as a result of using Your own supplier or contractor.

## **Inventory & Deposit**

- 51.42. We will request that the Tenant provides a Guarantor or indemnifier if We consider that to be appropriate.
- 51.43. Unless We have agreed otherwise with You or We have been informed that the Tenant has entered into a Deposit Replacement Scheme We will make reasonable endeavours to collect a Deposit equal to 5 weeks rent (or such other amount We consider appropriate subject to statutory limits) prior to the commencement of a Tenancy.
- 51.44. If You do not wish Us to offer the Tenant a Deposit Replacement Scheme instead of a Deposit You agree to give Us notice of this in writing.
- 51.45. Where the tenancy entered into at the Property is an Assured Shorthold Tenancy (AST) then We will register the deposit with a Government approved deposit protection scheme and hold the deposit in accordance with the rules of that scheme. Our fee for registering the Deposit is specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/> We are registered with the deposit schemes run by Tenancy Deposits Solutions Limited (MyDeposits) and The Dispute Service Limited (Tenancy Deposit Scheme).
- 51.46. We will not arrange for the preparation of an inventory and schedule of condition for the Property and all items in the Property unless You specifically request it. You should be aware that a failure to have a full inventory and schedule of condition at the start and end of the Tenancy will make it almost impossible for You to make any deductions from any deposit taken from the Tenant.
- 51.47. If You request Us to arrange an inventory and schedule of condition We will provide You with a quote for that service which will be provided by a third party contractor. If requested We will arrange a check-out report at the end of the Tenancy, at Your cost.
- 51.48. We will make recommendations to You, in line with the inventory and check-out reports, as to appropriate deductions to any deposit provided by the Tenant. The final decision as to what deductions to make is one for You alone. If the Tenant

disputes the deductions, We are obligated to hold any part of the deposit in respect of which agreement cannot be reached between You and the Tenant and pay it to the appropriate deposit protection scheme pending adjudication.

- 51.49. If You instruct us to submit a deposit dispute in regards to deductions you wish to make from a Tenant's deposit the fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/> will apply.
- 51.50. We will not in any circumstances allow You to hold the Deposit unless You have provided Us with sufficient evidence of Your membership of a Government approved deposit protection scheme. If you fail to provide such evidence by 48 hours of the commencement of the Tenancy or 20 days after receipt of the Deposit We may protect the Deposit ourselves and charge You the fee for deposit protection, insurance and certificate administration for the duration of the Tenancy without notice to You.
- 51.51. If You hold the Deposit You agree that You will protect the Deposit. You will be responsible for any costs associated with protecting the Deposit including the membership fees of an authorised scheme (where required). You will indemnify Us against any costs, fees, or damages which arise as a result of Your holding the Deposit.
- 51.52. When a prospective tenant approaches Us to rent Your Property we will also take a holding deposit. This is restricted under the Tenant Fees Act 2019 and the circumstances in which deductions can be made from it are strictly limited.

### **Deposit Replacement Scheme**

- 51.53. We may, provided that You have not opted out, offer a Deposit Replacement Scheme to the Tenant as an alternative to paying a Deposit. We will give you notice of the details of the particular Deposit Replacement Arrangement which We are proposing that the Tenant may enter.
- 51.54. It is Your responsibility to consider whether offering a Deposit Replacement Scheme is reasonably suitable for Your needs. If the Property and a Deposit Replacement Scheme has been used You cannot opt out as the Tenant will be under no contractual obligation to pay a Deposit.
- 51.55. We will inform You as soon as reasonably practicable if we are given notice that the Deposit Replacement Arrangement has expired or been cancelled.
- 51.56. Where Our Deposit Replacement Scheme applies to a Property, the following terms set out in paragraphs 107 to 120 of this

Agreement shall apply:

- 51.57. We shall be responsible for:
- 51.57.1. collection of the Rent; and
  - 51.57.2. management of the Deposit (if taken); and
  - 51.57.3. management of the collection of sums due from the Tenant to You, as compensation for any breach of obligation within the Tenancy agreement.
- 51.58. If the Deposit Replacement Scheme applies to a Property, We will take out a policy of insurance under Our Deposit Replacement Scheme insurance policy with our preferred insurance provider at commencement of a new tenancy or renewal of an existing tenancy.
- 51.59. The Tenant remains fully responsible for the payment of the Rent, liability for any breakages, losses or damage (allowing for fair wear and tear) to the Your property arising from their occupation of the Property, and any other reasonable costs incurred You as a result of the Tenant's breach of the Tenancy Agreement.
- 51.60. The Tenant remains fully responsible and liable for any of Your reasonable costs arising from clause 51.58 above to carry out remedial works, repairs or replacement, including cleaning, as required at the end of the Tenancy to return the Property to You in accordance with the obligations of this Tenancy Agreement, whether or not a Deposit has been taken.
- 51.61. In the event that a Deposit has been taken and protected in accordance with the statutory requirements, in conjunction with Our Deposit Replacement Scheme, and the deposit is insufficient to cover Your costs described in clause 51.58 above, the Tenant will be held liable for any balance upon termination of the Tenancy for whatever reason in respect of any outstanding Rent, reasonable pre-agreed administration charges payable under the terms of the Tenancy, dilapidations, unpaid utility bills, breakages or losses (subject to reasonable allowance for fair wear and tear) and/or any other reasonable costs incurred by You as a result of the Tenant's breach of the Tenancy Agreement.
- 51.62. If the Tenant agrees the amount demanded You for sums owing at the end of the Tenancy, but does not make payment by the deadline specified in the demand, We will make a claim under Our Deposit Replacement Insurance policy as part of Our duty to manage the collection of sums due from the Tenant to You, calculated at the end of the Tenancy as compensation for any breach of obligation within the Tenancy Agreement.
- 51.63. If the Tenant disputes the amount demanded on behalf of You for



sums owing at the end of the Tenancy, the Tenant will notify Us within 7 days of the demand.

- 51.64. In the event the Tenant and You cannot agree the amount owing at the end of the Tenancy Agreement, both parties agree that the dispute between them will be determined by an independent adjudicator to be appointed by Arc Legal Assistance Limited. You and the Tenant agree to provide written and photographic evidence and other relevant documentation in support of their position to the adjudicator within the timescales set out by the adjudicator.
- 51.65. In the event the adjudicator upholds the claim wholly in favour of You, if the Tenant does not pay the sums owed within 7 days of the adjudicator's decision being issued, We will compensate You by making a claim under the Deposit Replacement Insurance policy.
- 51.66. We may change or replace the insurance provider and independent adjudicator with a similar provider with 30 days' notice.

### **Inspection and Management**

- 51.67. We will carry out one Property visit per year for each Tenancy that We arrange. The Property visit can be for a management visit or inspection where obvious defects or necessary repairs can be identified. We cannot be held responsible for any hidden or latent defects. Fees will be charged for additional inspections or management visits as specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/>
- 51.68. We will not inspect the Property during any period where a Tenancy is not continuing.

### **Utilities during void periods**

- 51.69. You hereby confirm that We have been authorised to take the following actions on behalf of You in connection with the supply of gas and/or electricity and/or water and the Council Tax for Your Property:
- 51.69.1. To enter into contracts with an energy supplier selected by Us in connection with the supply of gas and/or electricity to Your Property while the Property is vacant and to terminate any existing contracts with any other energy suppliers in respect of Your Property.
- 51.69.2. To engage with relevant energy and water suppliers and local authority in respect of the Council Tax in connection with the management and administration of any energy and water supply contract(s) and Council Tax

in connection with Your Property for the fee specified on the Fee Sheet at <https://howsy.com/b/terms-and-conditions/fee-sheet/> for each bill settled.

- 51.69.3. To provide Your information (including any personal data relating to You and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (and its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to Your Property and managing and administering any gas and/ or electricity supply contract(s) in connection with Your Property. Please also be aware that whilst living in the Property and paying energy bills, Your Tenants have the right to choose to have a smart meter installed.
- 51.69.4. To provide Your information (including any personal data relating to You and/or any of its officers, employees or agents) to and for use by the water supplier and council tax office (and its agents, contractors and partners) for the purposes of processing any bills for void periods of Your Property.
- 51.69.5. When You come on supply with Our preferred supplier, Your meter may lose some of the Smart Meter functionality. Our preferred supplier may not receive automatic meter readings, meaning meter readings may need to be submitted manually and the pricing information shown on your In-Home Display may not be accurate. Your supply won't be affected and your meter will continue to record your consumption and you'll still be able to see this on your In-Home Display.
- 51.69.6. If You do not wish for Us to manage Your utility or council tax bills during any void periods You will need to notify Us and We will not be responsible for notifying them. In the absence of any notification We will process the bills for Your Property as set out in paragraphs 51.69.1 to 51.69.6.

### **Additional Service You may Qualify for**

- 51.70. The credit checks and referencing on prospective Tenants are carried out by an external third party. We may from time to time change the provider of that credit and referencing check. Our relationship with third party referencing providers allows You access to additional services they offer to You.

### **Eviction Assistance**

- 51.71. You may benefit from an eviction assistance service which provides the Landlord with legal assistance recovering possession if the Tenant is at least two months in arrears of rent, subject to certain conditions. Eviction assistance is only available where the Tenant has passed our most comprehensive referencing. We will notify You if You are eligible for assistance with eviction assistance under our Howsy Fully Managed service.
- 51.72. Where You qualify for eviction assistance, this is only in the first 12 months of the Tenancy and ceases to be available upon renewal or extension of the Tenancy.
- 51.73. We will notify You if You are eligible for assistance with eviction assistance.
- 51.74. We will provide you with further details of any assistance with eviction services which You qualify for on request. We will assist you to make use of any such service by providing You with copies of documents and rent schedules.
- 51.75. Our services do not include Our staff attending court hearings.

## **Howsy Protect**

52. If You instruct Us to provide the Howsy Protect service, in consideration of Your payment of Our Fees and charges under the Howsy Protect service We agree to provide You with the services provided under the Howsy Fully Managed service and the following services set out in paragraphs 52.1 to 52.49 of this Agreement:

## **Protect Repairs**

- 52.1. The Protect Repairs scheme is intended to protect you from the hassle and the costs of dealing with certain essential emergency repairs relating to plumbing and drainage, the electricity and gas supply, security, heating system (including boilers), lost keys, inoperable toilets or pest infestation. This is subject to financial limits set out in Our policy with the Protect Repairs Insurer.
- 52.2. We will use our reasonable endeavours to arrange and pay for repairs at the Property which are covered by the Protect Repairs scheme subject to the limitations and exclusions set out below.
- 52.3. Any work arranged by Us under the Protect Repairs scheme will be carried out by one of Our approved contractors.
- 52.4. The Protect Repairs scheme is not an insurance policy but We will take out an insurance policy to meet Our obligations to You under the Protect Repairs Scheme. The extent of our liabilities to You under the Protect Repairs Scheme shall never exceed the maximum amount we are entitled to claim from the Protect Repairs Insurer with respect to claims we are entitled to bring.

- 52.5. The Protect Repairs scheme will not cover the matters set out in paragraphs 52.6 to 52.22 of this Agreement:
- 52.6. Damage to the Property which is reported within the first 30 days of your membership of the Howsy Protect scheme.
- 52.7. Repairs other than those which are required to alleviate an emergency which would otherwise render the Property unsafe or insecure; or damage or cause further damage to the Property; or cause personal risk to You or your Tenant.
- 52.8. Any repairs which You are not obliged to carry out under the terms of the Tenancy.
- 52.9. General maintenance such as dripping taps and leaking external overflows.
- 52.10. Works which we cannot carry out because We or our contractors have been denied access to the Property.
- 52.11. Repairs or maintenance required because of any defect which we are not notified about.
- 52.12. Repairs or maintenance that were required prior to You entering into the scheme.
- 52.13. Any work which exceeds the maximum payable under Our policy for a single "job" with the Protect Repairs Insurer (being a series of works which are being carried out by a single contractor in the same visit or series of visits and which are charged to Us on a single invoice).
- 52.14. Cosmetic damage to the Property or the costs of redecoration.
- 52.15. Damage as a result of theft or attempted theft.
- 52.16. Any broken or damaged external locks, doors or windows which do not cause a security risk to the Property.
- 52.17. Damage caused by misuse of the Property or anything in the Property by You or the Tenant.
- 52.18. Damage arising from Your failure to carry out any remedial work or recommendations made by Us or Our contractors.
- 52.19. The full replacement costs of any installation where in Our reasonable opinion less expensive works are adequate.
- 52.20. Any works which We consider to be unreasonable given the age, character and prospective life of the Property.
- 52.21. Any repairs or other liabilities which in Our reasonable opinion arise out of Your failure to comply with the terms of this Agreement.
- 52.22. Any work, maintenance or repairs which We are not covered by in Our policy with the Protect Repairs Insurer.

### **Protect Appliances**

- 52.23. The Protect Appliances scheme is intended to protect You from

- the hassle and cost of dealing with breakdown or accidental damage up to two Appliances per year in the Property.
- 52.24. We will use our reasonable endeavours to arrange and pay for repairs or replacement of defective Appliances at the Property which are covered by the Protect Appliances scheme subject to the limitations and exclusions set out below.
- 52.25. Any work arranged by Us under the Protect Appliances scheme will be carried out by one of Our approved contractors.
- 52.26. The Protect Appliances scheme is not an insurance policy but We will take out an insurance policy to meet Our obligations to You under the Protect Appliances Scheme. The extent of our liabilities to You under the Protect Appliances Scheme shall never exceed the maximum amount we are entitled to claim from the Protect Appliances Insurer with respect to claims we are entitled to bring.
- 52.27. The Protect Appliances scheme will not cover the matters set out in paragraphs 52.28 to 52.36 of this Agreement:
- 52.28. Repair or replacement of more than two Appliances within any one year period.
- 52.29. Repairs or maintenance or replacement of any Appliance required because of any defect which we are not notified about.
- 52.30. Repairs or maintenance that were required prior to You entering into the scheme.
- 52.31. The full replacement costs of any Appliance where reasonable alternative arrangements will avoid the need for a full replacement of the Appliance.
- 52.32. Replacement of or adjustment to any decorative or cosmetic part of any Appliance.
- 52.33. Damage caused by misuse of Appliances including the failure to use the Appliance in accordance with the manufacturer's instructions.
- 52.34. Any repairs or other liabilities which in Our reasonable opinion arise out of Your failure to comply with the terms of this Agreement.
- 52.35. Any work which exceeds the maximum payable under Our policy for a single "job" with the Protect Appliances Insurer (being a series of works which are being carried out by a single contractor in the same visit or series of visits and which are charged to Us on a single invoice).
- 52.36. Any work, maintenance or repairs which We are not covered by Our policy with the Protect Appliances Insurer.

## **Protect Rent**

- 52.37. The Protect Rent scheme is provided with the assistance of the Protect Rent Insurer. The extent of Your cover for Rent not paid by the Tenant and Your legal expenses caused by the Tenant's failure to pay the full Rent is set out in the Landlord's Policy Wording and the Landlord's Certificate of Guarantee which We will provide to You.
- 52.38. The Protect Rent scheme is not an insurance policy but We will take out an insurance policy to meet Our obligations to You under the Protect Rent scheme. Our obligations to You under the Protect Rent scheme are limited to the services which the Protect Rent Insurer agrees to cover.
- 52.39. We may vary the precise arrangement for the Protect Rent scheme from time to time by giving notice to You in writing.
- 52.40. You agree to appoint any solicitor nominated by the Protect Rent Insurer and You consent to a claim being brought in your name to recover unpaid Rent from the Tenant including that which the Agent has paid out under the Protect Rent scheme.
- 52.41. Legal action by solicitors appointed by the Protect Rent Insurer in connection with a material breach by the Tenant of the terms of the Tenancy may also be brought in Your name.
- 52.42. Subject to the limitations and exclusions set out in the Certificate of Guarantee and Protect Rent Insurer's terms and conditions We will make reasonable endeavours to provide the following services under the Protect Rent scheme in paragraphs 52.42.1 to 52.42.4 of this Agreement:
- 52.42.1. Where the Tenant fails to pay You the Rent due under the Tenancy within 5 working days of it becoming due We will protect You from financial losses to the extent that Your losses are covered by the Protect Rent scheme subject to the limitations and exclusions set out below.
- 52.42.2. If the Tenant fails to pay the Rent due under the Tenancy by the date upon which it falls due We will make reasonable endeavours to ensure that the Tenant pays the Rent that is due.
- 52.42.3. If We are unable to procure the payment of the Rent within 5 working days of it becoming due, We will make reasonable endeavours to pay to You an amount of money equivalent to the unpaid Rent within 15 working days of the Rent becoming due. We are entitled to make such deductions from these

- payments that We would have been entitled to deduct from the Rent had it been paid by the Tenant.
- 52.42.4. We will pay to You the monthly Rent under the terms of the Tenancy Agreement until vacant possession of the Property has been obtained, unless the Tenant is in default when the payments will be limited to 100% of the monthly rent for the first 3 months of default and 50% of the next 3 months up to a maximum 6 month's payments or until vacant possession has been obtained, whichever happens sooner.

### **About Howsy Protect Services**

- 52.43. We may from time to time at Our sole discretion agree to exceed the limitations of our promises under the Howsy Protect Service. If We agree to provide any such additional service, this agreement is temporary and does not constitute a variation of the contract between You and Us.
- 52.44. In addition to the specific exclusions identified above, You agree to make fair use only of Our service under the Howsy Protect service and that We are not required to carry repairs which we reasonably consider to be minor or trivial.
- 52.45. You agree that Our obligations under the Howsy Protect service do not require us to do anything which arises out of unreasonable or non-tenant like conduct by the Tenant.

### **About Our Insurance**

- 52.46. We will provide you with copies of Our policies, which apply to You, which are referred to in Our description of the Protect Repair, Protect Appliances and Protect Rent schemes above.
- 52.47. We may from time to time at our sole discretion change the identity Protect Rent Insurer, the Protect Appliances Insurer and the Protect Rent Insurer to a reasonably suitable alternative.
- 52.48. We may be subject to changes imposed on Us to the wording or scope of insurance policies which support the Howsy Protect services. We will give you notice of any such changes as soon as reasonably practicable.
- 52.49. You agree that the extent of our financial liabilities to You under the Howsy Protect service shall never exceed the amount of Our cover from the Protect Rent Insurer, the Protect Appliances Insurer and the Protect Rent Insurer under the relevant insurance policies we have the benefit of from time to time.

### **General Terms and Conditions Warranties**

53. You make the following warranties to Us and You agree to compensate

- Us in full for any loss or damage including any legal costs or expenses We might incur due to a breach or failure of any of these warranties.
54. You warrant that all the information You have provided to Us is correct and complete to the best of Your knowledge and belief.
  55. You warrant that You are the sole owner of the Property or You are authorised by the sole owner or You are a joint owner authorised by all other joint owners and You have full permission to engage in letting the Property and that You have all necessary permissions and consents and the right to rent out the Property including from any mortgagee or other holder of a charge over the Property, any superior landlord, any beneficial or co-owners, and any insurer. We reserve the right to request supporting documentation to confirm these permissions at Our sole discretion. You agree to indemnify Us against all reasonable costs and expenses, including any professional advice that We may reasonably take, in the event that We have cause to believe that You have breached this warranty.
  56. You warrant that the Property is available to let in a safe condition and in compliance with all applicable safety legislation or such requirements of law as may be in force at the time of entering this Agreement and that it is in a good and tenable condition, and all Appliances to remain at the Property are in good working order and comply with relevant current legislation.

## **Tax**

57. If You are or become non-resident in the UK for tax purposes then We are obliged to withhold money at the base taxation rate from rent We collect from You. You are obligated to inform Us if this is the case. If You do not tell Us about Your tax status then You agree to indemnify Us in full against any taxes, charges, fees, fines or penalties We are required to pay and all professional advice We might reasonably seek in relation to said penalties.
58. If You are or become non-resident for tax purposes then You can apply to HMRC for an authorisation such that We are not obliged to make deductions.
59. If at any time We become aware that You are non-resident for tax purposes or We reasonably believe this to be the case then We are entitled to deduct the appropriate sums from Your Rent monies and make a return to the HMRC unless You provide Us with the appropriate HMRC authorisation or prove that You are UK resident for tax purposes. We will charge an administration fee in respect of any tax year in which We are required to withhold money and make a return to HMRC.

## **Assignment**



60. We may assign, sub-contract, or transfer any of Our obligations, duties, liabilities, rights or benefits under this Agreement.

### **Duration and Termination**

61. The Agreement will continue until terminated by either party.
62. We may terminate this Agreement with You with immediate effect by written notice to You if You breach any of these terms contained in this Agreement or if You do something which makes it impossible, impracticable, or illegal to continue providing these services.
63. Otherwise, if We wish to terminate this Agreement We will give You not less than 3 months' notice in writing sent to the address or email address that You have notified Us of as Your address for communication through the Website.
64. If You have instructed us on the Howsy Fully Managed service and You wish to terminate this Agreement You must give Us not less than 3 months' notice through the Website or in writing at Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL or [hello@howsy.com](mailto:hello@howsy.com).
65. The Howsy Protect service runs for a term of one year and automatically renews unless agreed otherwise in writing. If You have instructed us on the Howsy Protect service and You wish to terminate this Agreement You must give Us not less than 3 months' notice to expire at the end of that annual term through the Website or in writing at Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL or [hello@howsy.com](mailto:hello@howsy.com).
66. If We commit a serious breach of any part of this Agreement You must give Us 14 days written notice of the breach and after 14 days if We have not remedied the said breach the Agreement shall be terminated.

### **Switching Service**

67. If You wish to switch from the Howsy Fully Managed service to the Howsy Protect service please contact us to discuss the date on which your Howsy Protect services can commence.
68. Because the Howsy Protect service runs for an annual term, if You wish to switch from the Howsy Protect service to the Howsy Fully Managed service you will continue to be liable for the charges under the Howsy Protect Service for the remainder of the annual term.

### **Entire Agreement**

69. This Agreement, the Fee Sheet and where applicable the Additional Terms and Conditions for Licensable Properties together with the policies of Insurance we hold with the Protect Rent Insurer, the Protect Appliances Insurer and the Protect Rent Insurer and those insurer's

terms of business any certificates, schedules or other documents relating to those policies represent the entire contract between Us and You.

### **Variation**

70. No variation of this Agreement made by You shall be binding unless confirmed in writing between one of Our Directors and You.
71. We may from time to time notify you in writing that We propose to alter, add to or remove the terms and conditions of this Agreement. If you do not cancel the agreement within 30 days of such written notice then your continued instruction will be deemed acceptance of the amended terms.

### **Right to Cancel**

72. You have the right to cancel this Agreement within 14 days of first entering into it without giving any reason. The cancellation period will expire after 14 days from the day on which this contract was entered into.
73. To exercise the right to cancel, you must inform Us at Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL or [hello@howsy.com](mailto:hello@howsy.com) of your decision to cancel this contract by a clear statement (eg a letter sent by post or email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

74. If you cancel this contract, We will reimburse You any payments received from You without undue delay, and not later than 14 days after the day on which We are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement. However, if You requested that we begin the performance of services during the cancellation period, You shall pay Us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this Agreement, in comparison with the full coverage of the Agreement.

### **Notices**

75. Any notices required to be served under this Agreement are to be in

writing and sent by ordinary first class post or an equivalent service and will be deemed served if sent to the address stated below on the next working day after being sent.

76. In the case of notices served upon Us these are to be sent to Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL.
77. In the case of notices served upon You the address shall be the address given by You to Us and updated by You on Our web portal from time to time.

### **Instructions**

78. You will advise Us of any restrictions or covenants in any superior lease relating to the Property, any planning or licensing restrictions, or any other matters which might limit or restrict the term or clauses in any Tenancy or limit the ability to rent the Property in any way. If You wish for the Tenant to comply with any such restrictions or covenants then You must provide Us with the details so that We may include them in the Tenancy Agreement.
79. Your instructions regarding termination, proceedings, major repairs, payment or other significant details regarding the Tenancy or the Property must be made in writing.

### **Third Party Commissions**

80. We may obtain a commission or be paid a fee from third parties as a result of a referral of Your business or the administration of works by Us and We are entitled to keep any such commission or fee paid.

### **Limitations**

81. We do not guarantee to find a Tenant for the Property.
82. We do not guarantee the suitability of the Tenant or the availability or accuracy of references and shall not be responsible for the ability of the Tenant to pay Rent. The final decision to accept any particular Tenant remains entirely one for You.
83. Where We are instructed to manage and inspect the Property We will do so to the best of Our ability but We do not guarantee the conduct of the Tenant and will not be liable for any losses suffered by You as a result of any breach of the Tenancy or breach by You or the Tenant of any statute or other provision of law. We will not take legal action against the Tenant for any breach of the Tenancy.
84. We cannot be held liable for any failure to pay outgoings on behalf of You or to maintain or renew any insurance cover unless specifically instructed in writing to do so and provided there are sufficient funds made available by You (including any Rent received pursuant to the Tenancy) to do so. You are responsible for ensuring that the Property

- and its fixtures, fittings and contents are adequately insured.
85. We shall not be liable for any damage to the Property, its fixtures, fittings or contents or any other losses suffered by You as a result of or in connection with any work undertaken by a third party contracted to do works at the Property by Us unless such losses are as a result of Our negligence. Third parties are instructed by Us on Your behalf at Your expense.
  86. We shall not be liable for any losses suffered by You resulting from actions or omissions or third parties who provide any service or product to You unless such losses are as a result of Our negligence. If You have any complaints about such services or products You should raise this with the provider directly.

### **Dispute Resolution**

87. It is agreed that any dispute, question, or difference arising under or in connection with this agreement shall, in the first instance, be submitted to mediation by a single mediator. Either party may submit three suggestions as to a suitable mediator (with curriculum vitae) to the other party. If the parties are unable to agree on a choice of mediator within seven working days either party may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator. The mediation shall be for one day and conducted by the mediator at a venue agreed by the parties. If the parties are unable to agree a venue then the mediator will select a suitable venue. The conduct of the mediation will be conducted under The Chartered Institute of Arbitrators' Mediation Rules current at the time when the request for mediation was made (save for rule 3 which shall not apply). The fees of the mediator, the venue, and the CI Arb will be split equally between the parties unless otherwise agreed in writing. No party shall commence any adjudication, arbitration, or litigation proceedings until the mediation has been concluded.

### **Definitions and Interpretation**

88. "We" or "Us" means Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL registered at Companies House with registration number 08845607 and "Our" and "Ours" should be construed accordingly.
89. "You" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property and "You" and "Yours" should be construed accordingly.
90. "Tenant" means any occupier of the Property who is occupying by way

- of an agreement with You or by agreement with a person originally authorised by You.
91. "Deposit" means a sum of money held during the Tenancy to protect the Landlord in case the Tenant breaches any obligation under the terms of the Tenancy.
  92. "Rent" means any payment to be made by or on behalf of the Tenant for use of the Property under the terms of the Tenancy.
  93. "Deposit Replacement Scheme" means an agreement entered into by the Tenant and another party as an alternative to the Tenant paying a tenancy deposit which is intended to provide the Landlord security for losses arising from the Tenant's breach of the Tenancy.
  94. "Successful Offer" is when a prospective Tenant applies to book a viewing because of the marketing activity carried out or initiated by Us or any work done by Us involved in bringing the Property to the attention of the Tenant and makes an offer at a fair market rent and satisfies the Affordability Criteria.
  95. Affordability Criteria means where prospective Tenant/s must earn a minimum of 30 times the total monthly rental for the Property.
  96. "Howsy Fully Managed" means the service level under which We agree to provide the services to You which are identified above in this Agreement as corresponding to the Howsy Fully Managed service.
  97. "Howsy Protect" means the service level under which We agree to provide the services to You which are identified above in this Agreement as corresponding to the Howsy Protect service.
  98. "Protect Repairs" means the component of the Howsy Protect service corresponding to carrying our repairs at the Property which is described more fully above.
  99. "Protect Appliances" means the component of the Howsy Protect service corresponding to faults with Appliances at the Property which is described more fully above.
  100. "Protect Rent" means the component of the Howsy Protect service corresponding to the Tenant's failure to pay the rent which is described more fully above.
  101. "Protect Repairs Insurer" means the third party which has provided us with a policy of insurance to facilitate the Protect Repairs scheme.
  102. "Protect Appliances Insurer" means the third party which has provided us with a policy of insurance to facilitate the Protect Appliances scheme.
  103. "Protect Rent Insurer" means the third party which has provided us with a policy of insurance to facilitate the Protect Rent scheme.
  104. "Package" means an optional service which We may agree to provide to You in addition to the basic services under which We have agreed to provide under the service level You selected.
  105. "Appliances" means only the domestic electrical or mechanical

- machines which the Protect Appliances Insurer has agreed to cover under the policy of insurance held by Howsy to facilitate the Protect Appliances Scheme.
106. “Tenancy” means any agreement under which the Tenant occupies the Property including any renewal, extension or continuation of that agreement;
107. “Guarantor” means a person who guarantees to meet the liabilities of the Tenant to You on their behalf under an Agreement which we consider to be reasonably suitable and enforceable and will meet the requirements of the Protect Rent Insurer;
108. Any reference to rent in this Agreement means rent or any other occupation fee payable by the Tenant to you under the Tenancy, whether that is a tenancy or license agreement;
109. “the Property” means the property to be let.
110. “Agreement” means this Terms of Business signed between Us and You.
111. “Website” means the electronic portal on the Internet set up and maintained by Us to allow communication between Us and You.
112. “Fee Sheet” which can be viewed <https://howsy.com/b/terms-and-conditions/fee-sheet/> and displays the fees applicable to an individual Landlord for the specific services they have selected or instructed Us to carry out as displayed on the Landlord’s Dashboard.
113. You will be bound by this Agreement if We act on your behalf even if this Agreement is not signed and returned and your continuing instruction of Us represents your assent to the terms of this Agreement.
114. The headings in this Agreement are for information and ease of reading only and are not to be used in interpretation of it.
115. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over any dispute under this Agreement subject to the mediation clause above.

# **Terms & Conditions**

Version 11