

0. OVERVIEW

This Agreement deals with the relationship between Us and You in relation to Our work as Your agent for Your Property or Properties. You should refer to the definitions in section 1 for help in understanding it.

We offer multiple service levels: Rent Managed, Fully Managed and Protect. The service You have chosen will be confirmed to You in writing, along with fees due. See section 11 for an outline of Howsy services. Under all services You are instructing Us as Your agent to let and manage the Property.

As legal owners of the Property You:

- Accept the fees payable to Howsy and note the termination conditions in sections 2, 3, 4 and 7.
- Understand that further charges may be applicable under section 5 of these terms.
- Consent to Howsy placing a "To Let" board at the Property, where legally permissible.
- Confirm that the Property will be ready for occupation at the start of the Tenancy and maintained throughout the Tenancy.
- Will notify Howsy of any potential Health and Safety hazards or issues in the Property.

You have read and accepted the terms and conditions set out below.

1. DEFINITIONS

In these terms and conditions the following words mean:

- 1.1 "Howsy"/"the agent"/"we"/"us"/"our" - the agent hereby instructed by You. Howsy Limited, 3 Park Road, Teddington, England, TW11 0AP registered at Companies House with registration number 08845607.
- 1.2 "You"/"Your"/"the Landlord" - the person(s) named overleaf and any successors in title being the owner(s) of the Property.
- 1.3 "the Property" - the property/properties to be let or any part of it including any garage, outbuildings, fixtures, fittings, appliances and items of furniture listed in the inventory, but excluding any common parts and excluded parts.
- 1.4 "Tenant" - any person or persons occupying the Property. If the Tenant is a company it shall include any subsidiary or parent company.
- 1.5 "Tenancy Agreement" / "Tenancy" - the Tenancy Agreement or Contract between You and Your Tenant.
- 1.6 "Contractual Term" - 12 months from the start date of the Tenancy, and any continuation beyond the initial term.
- 1.7 "Rent" - any payment made by the Tenant or anyone on behalf of the Tenant pursuant to the Tenancy Agreement and for use of the Property.
- 1.8 "Renter Find Fee" - fees due for either the Renter Find and Screening or Rent it Faster service detailed in sections 2, 3, 4 and as defined in section 11.
- 1.9 "Management Fee" - fees due for the Howsy Rent Managed, Fully Managed or Howsy Protect service detailed in sections 2, 3, 4 and 11.
- 1.10 "EICR" - Electrical Installation Condition Report.
- 1.11 "GSC" - Landlord's Gas Safety Certificate.

1.12 "EPC" Energy Performance Certificate.

2. SOLE AGENCY

- 2.1 Our appointment as sole agent is for a minimum duration of 12 weeks from the date of appointment, to enable us to find the most suitable Tenant for You. If You wish to terminate Our appointment at the end of the 12 weeks You must give us 14 days' notice in writing.
- 2.2 Under a sole agency appointment the fee will be due to us at any time a Tenant moves into the Property:
- (a) who has been directly or indirectly introduced by us during the period of this agreement whether physically, virtually or through a video link,
- (b) with whom We have had negotiations about the Property during the said period,
- (c) who has been introduced by any other party during Our sole agency appointment.
- 2.3 The fee due will include Renter Find fees and Management Fees for the initial Contractual Term.
- 2.4 Our Fully Managed service can be reduced to a Rent Managed service at a fee of £50 by either party giving three months' notice in writing, which can expire no less than six months from the start date.

3. MULTIPLE AGENCY

- 3.1 Our appointment as a multiple agent is for a minimum duration of 12 weeks from the date of appointment, to enable us to find the most suitable Tenant for You. If You wish to terminate Our appointment at the end of the 12 weeks You must give us 14 days' notice in writing.
- 3.2 Under a multiple agency instruction the fee will be due to us if at any time a Tenant moves into the Property:
- (a) who has been directly or indirectly introduced by us during the period of this agreement whether physically, virtually or through a video link,
- (b) with whom We have had negotiations about the Property during the said period.
- 3.3 The fee due will include Renter Find fees and Management fees for the initial Contractual Term.
- 3.4 Our Fully Managed service can be reduced to a Rent Managed service at a fee of £50 by either party giving three months' notice in writing, which can expire no less than six months from the start date.

4. OUR FEES

- 4.1 The Renter Find fees are due at the start date of the Tenancy.
- 4.1 The Rent it Faster fee will 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 fee will be payable immediately.
- 4.2 Our Management Fee for the duration of the Contractual Term becomes due from the start date of the Tenancy. For Your convenience We accept payment of Our Management Fees by equal instalments throughout the Contractual Term. Our fee is deducted pro-rata from each Rent payment received from the Tenant.
- 4.3 We will charge You the Management Fee during any void periods between tenancies.
- 4.4 The Howsy Rent Managed and Fully Managed service is offered for a minimum one-year term and will automatically renew for additional periods of 12 months

each. If You no longer require this service You must give Us six months notice to terminate or amend the services We provide to You.

4.5 The Howsy Protect service is offered for a minimum 12 month term and will automatically renew for additional periods of 12 months each unless notice is provided at least six months prior to the renewal date of each such period.

4.6 If You sell or otherwise transfer the Property during the Contractual Term, all fees become due before the exchange of contracts with the new owner and where possible We will take the balance of fees owing from the next Rent payment.

4.7 If You do not accept this document but instruct us to proceed with marketing the Property or accept viewings at the Property then You will be bound by all of its terms.

4.8 If You withdraw from concluding a Tenancy after You had accepted an offer with a proceedable Tenant and contracts had been issued, We reserve the right to charge all fees due for the initial Contractual Term.

4.9 We reserve the right to make reasonable changes to these terms and conditions.

4.10 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.

5. OUR CHARGES

Prices quoted in this section include VAT. We reserve the right to make changes to these fees. Our most up to date fees are specified on the fee sheet

<https://howsy.com/b/terms-and-conditions/fee-sheet/>

5.1 The services included in Our Renter Find and Management fees are outlined in section 11.

5.2 For an additional charge We can arrange the following:

- (a) Professional-quality photographs for £95,
- (b) A Property video for £35,
- (c) A 360 Virtual Tour, where available, for £175,
- (d) Floor plans of the Property for £78,
- (e) Accompanied viewings for £300, up to maximum of 8 viewings over 30 days, and £50 per viewing thereafter. This includes a pre-tenancy check to identify any repairs or maintenance issues which must be addressed prior to the Tenant moving into the Property,
- (f) Right to Rent Checks on all Tenants (including carrying out follow up checks if applicable) for £78. This includes a smoke and carbon monoxide alarm test on the start day of the Tenancy. Any remedial works, or provision of extra smoke/ carbon monoxide alarms are an additional cost,
- (g) Protect the security deposit with an approved scheme for £18,
- (h) A GSC for £95 or a GSC and boiler service for £150,
- (i) An EPC for £84,
- (j) An EICR – cost is dependent on Property size and whether additional remedial work is required,
- (k) A Legionella's Risk Assessment for £120,
- (l) Installation of a carbon monoxide alarm for £60 for one alarm and initial call-out, plus £25 for any subsequent alarm installed on the visit
- (m) An inventory – cost is dependent on Property size. This includes testing smoke and carbon monoxide alarms,

(n) Check-in and check-out– cost is dependent on Property size. A check-in includes Right to Rent Checks on all Tenants (and follow up checks if applicable),
(o) One set of keys for each Tenant and two sets for us to hold on Your behalf (where possible). In addition to the cost of the keys, In addition to the cost of the keys, we may add an administration charge of £20 for key cutting

(p) Installation of a key safe for £35,

(q) A key to be provided to any person who requires access to the Property for £15,

(r) A Property licence application service for £360,

(s) Additional Property visits for £45,

(t) Preparing and serving notices, or preparing a Deed of Surrender or Assignment, for £149,

(u) An annual HMRC Non-Residential Landlord scheme return for £500 (NRL6)

(v) An International bank transfer for £30,

(w) Coordination with the deposit scheme regarding proposed reductions for £300 (where parties have not managed to reach an amicable settlement following Our recommendations)

(x) A tenancy renewal or change to periodic Tenancy for £79. This is included in the Howsy Fully Managed and Protect service.

5.3 Valid copies of the GSC, EPC, EICR and licensing certificates (where applicable) are required to be held by us at all times. Where You have not provided us with a valid certificate upon Our request, We reserve the right to instruct a contractor on Your behalf and collect the cost from the next Rent payment.

5.4 If We arrange works on the Property exceeding £2,500, or before the Tenancy start date, We will apply a project Management Fee of up to 10% of the total project costs (including labour, materials and VAT), subject to a minimum fee of £75.

5.5 We reserve the right to charge the contractor an administration fee for the services that We provide to them (further information available upon request).

5.6 All other charges are due and payable when incurred and We reserve the right to withhold any part of the Rent to meet these costs and/or to discharge them from any sum held by us on Your behalf, including other properties You may let through us.

6. OUR SERVICES

Authorisation:

6.1 You give consent for an approved employee of Howsy to sign legal notices such as prescribed information or a section 21 notice on Your behalf as Agent to the Landlord.

6.2 If You prefer us to sign Tenancy documents on Your behalf, We require written confirmation from all legal owners, or those with authority to sign in order to proceed.

Collecting Rent:

6.3 Please allow up to five working days for cleared funds to reach Your account.

6.4 We will make a formal demand for, and take all other reasonable steps necessary (without issuing court proceedings) to recover any arrears of Rent.

6.5 If You live outside the UK for more than six months in any calendar year, We will be required to deduct basic rate tax. However, You can apply to HMRC to receive

Your rental income without us making a tax deduction. You will need to quote Our unique registration number for Howsy - NA057591, address - Unit 2, Park House Station Square Coventry CV1 2FL go to www.hmrc.gov.uk for more information.

6.6 In accordance with current legislation We may require Your proof of address and proof of identification prior to receiving Your instruction to market the Property. We might additionally carry out an online digital search to verify Your identity and a land registry search to confirm ownership.

Deposit:

6.7 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.

6.8 We may, subject to Your instructions, offer the Howsy No Deposit Option to any Tenant who passes Our referencing process. This removes the requirement for Your Tenant to pay an up-front deposit, yet will offer the same protection to You.

Eviction Assistance

6.9 You may benefit from an eviction assistance service which provides You with legal assistance recovering possession if the Tenant is at least two months in arrears of Rent, subject to certain conditions.

6.10 Eviction assistance is only available where the Tenant has passed Our referencing criteria and an acceptable report has been issued. We will notify You if You are eligible for assistance.

6.11 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. Eviction assistance services may be withdrawn at any time and without notice.

6.12 Our services do not include Howsy staff attending court hearings.

Howsy Fully Managed and Howsy Protect:

6.13 We will inform You of any works or repairs and contact You for permission to proceed if the cost is likely to exceed £250, except in the case of emergencies.

6.14 Where Rent is not due within seven days of the need to instruct a contractor to carry out repairs or the cost of the work is more than the next Rent payment, We will require You to pay us the estimated value of the works in advance.

6.15 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. Where We have been unable to retain a float We will be under no obligation to incur any expenses for You or the Property that We manage.

6.16 If the Rent is not paid monthly We will retain a minimum float of £1000. This is to cover any expenditure incurred prior to the next Rental payment.

7. GENERAL

7.1 Howsy will at all times endeavour to provide the best service possible but accepts no responsibility for any loss or damage suffered by You as a result of:

- (a) Any failure on the part of the Tenant to observe the terms of the Tenancy Agreement, or comply with any obligation imposed by law,
- (b) Any defective workmanship or problems associated with third party contractors instructed to do work on Your behalf,
- (c) Any failure by You to comply with the terms of any relevant lease, mortgage, or insurance policy relating to the Property; or any failure by You to maintain adequate insurance cover,
- (d) Your failure to register with the Information Commissioner's Office (ICO) as a data processor (if applicable),
- (e) Your failure to sign any agreements in accordance with Section 44 of the Companies Act, where the Property is held by a corporate entity.
- (f) Any misentered information regarding the expiry of Your certificates

7.2 You agree to notify us of any Aluminium Cladding Materials on the exterior of Your building and will provide details of the fire safety policy upon signing this Letter of Appointment. Furthermore, You agree to provide us and Your Tenants with a copy of the dates of scheduled works as and when they become available.

7.3 It is Your responsibility to review the marketing materials prepared for Your Property and ensure they accurately represent the Property and its features.

7.4 Please refer to Our Privacy Policy online at <https://howsy.com/b/privacy-policy>

7.5 The professional referencing companies We work with provide insurance products and may pay Howsy a commission if You or Your Tenant take out an insurance policy with them.

7.6 You acknowledge that Howsy has a procedure for handling any complaints and may disclose information relating to the lettings and management of the Property to The Property Redress Scheme, should it relate to a complaint or the monitoring of Howsy's compliance with any Code of Practice. If You experience any problems with Howsy's service which You are unable to resolve with the local office, please write to Our Managing Director using md@howsy.com for a response on behalf of the Company.

7.7 We insure any client money We hold. This gives Our clients peace of mind and financial protection that their money will always be safe in Our hands. The money is protected by Client Money Protection (which is a trading name of CM Protect Ltd). Client money held by us is either held in an account with Barclays Bank or in an account with Modulr FS Limited.

7.8 Where You refuse the arrangement of works to the Property which We believe are necessary for the health and safety of the Tenant or are legally required to be carried out, Howsy may terminate this agreement with one month's written notice. Where We terminate the agreement under this clause You will be liable to pay the balance of any remaining fees with immediate effect.

7.9 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.

7.10 You will assist us in maintaining your Property advert on Our website by providing accurate contact details for You and keeping the details of the Property and its availability up to date. For the avoidance of any doubt We will not be liable for any loss, costs or charges You may incur for failing to provide these details.

8. PROPERTY LICENSING/ HOUSES OF MULTIPLE OCCUPANCY

In addition to the requirement to licence a Mandatory HMO (a Property which is rented to five or more people from two or more un-related households) each local authority operates its own licensing scheme.

8.1 By instructing us, You confirm the following:

- a) That You have checked all applicable local licensing and planning requirements and have applied for (or already hold) the correct licence,
- b) You will provide us with a valid copy of the licence, draft licence or application form together with all required valid certification,
- c) You will advise us of any specific licensing conditions such as, the number of occupants and minimum room sizes. You agree to indemnify us against any breaches to Your licence where You proceed with a Tenancy,
- d) You will not name Howsy or any of its employees as the Licence Holder.

8.2 We will perform and document additional inspections of the Property, in line with the specific requirements of Your Property licence. These inspections will be charged at £45 per visit (and will be limited to a maximum of three per year in addition to Our usual management inspection).

8.3 If Your Property has a Mandatory, Selective or Additional Licence We may require to hold a higher float, to be agreed with You in advance.

8.4 Where You have received an improvement notice or statutory notice in relation to essential repairs to Your Property, We reserve the right to act immediately to rectify any urgent issues as required, at your full cost.

8.5 We reserve the right to notify the Local Authority if You have not provided us with a copy of a required licence.

9. NOTICE OF RIGHT TO CANCEL

You may have the right to cancel this contract under the Cancellation of Contracts made in a Consumer's Home or Place or Work etc. Regulations 2008 within 14 calendar days from the date upon which it was signed. Your Cancellation must be in writing and should be emailed to md@howsy.com. Any Notice of Cancellation is deemed served on the date that it is emailed.

10 LANDLORDS LEGAL RESPONSIBILITIES

There are over 160 pieces of legislation a Landlord must comply with on the private letting of a Property. We work closely with Our Landlords, offering advice and support to assist You with ongoing compliance. As shown in the table below, where You have instructed us to manage the Property, We will take responsibility for many of the most important areas of legislation.

LANDLORD RESPONSIBILITIES	RENT MANAGED	FULLY MANAGED and PROTECT
Comply with the terms of any relevant lease, mortgage or insurance policy relating to the Property	Landlord Responsibility	Landlord Responsibility
Ensure that Your Property adheres to all changes in legislation	Landlord Responsibility	Howsy Responsibility
Carry out a Legionnaires Risk Assessment before the Tenancy	Landlord Responsibility	Landlord Responsibility
Ensure the Property, furnishings and fittings meet fire standards and are safe for Your Tenant	Landlord Responsibility	Landlord Responsibility
Confirm Tenants legal 'Right to Rent' prior to the start of the Tenancy Agreement and throughout their stay in the Property	Landlord Responsibility	Landlord Responsibility
Organise a contractor to carry out the Gas Safety check pre-tenancy	Landlord Responsibility	Howsy Responsibility
Arrange an Energy Performance Certificate prior to marketing the Property and upon its expiry during the Tenancy pre-tenancy on its expiration	Landlords Responsibility	Howsy Responsibility
Organise an Electrical Installation Certificate Report and Portable Appliance test if required	Landlord Responsibility	Howsy Responsibility
Install and check smoke alarms and carbon monoxide alarms before the start of the Tenancy	Landlord Responsibility	Landlord Responsibility
Protect the Tenant's deposit with an approved scheme within 30 days of receiving the deposit from the Tenant	Howsy Responsibility	Howsy Responsibility
Provide the Tenant with the prescribed information relating to the security deposit and documents legally required to be served pre-tenancy	Howsy Responsibility	Howsy Responsibility
Monitor the licence requirements with Your Local Authority	Landlord Responsibility	Howsy Responsibility
Apply for a selective, additional or mandatory House in Multiple Occupation (HMO) licence where required and comply with any requirements detailed on the licence	Landlord Responsibility	Landlord Responsibility
Arrange for the annual Gas Safety check to be carried out during the Tenancy and provide a copy of the certificate to the Tenant within 28 days	Landlord Responsibility	Landlord Responsibility

This Agreement is made under English law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

11 OUTLINE OF HOWSY SERVICES

11.1 There are three steps to selecting Your service package on Howsy

i) Select Renter Find package, if You need to find Renters

ii) Select Your fairly priced Management services

iii) Pick and mix extras as required. All optional extras are outlined in section 5 and on Our fee sheet

<https://howsy.com/b/terms-and-conditions/fee-sheet/>

11.2 There are two available Renter Find packages:

	RENT IT FASTER	RENTER FIND AND SCREENING
PRICING (payment on success)	£595	£149
SERVICES INCLUDED		
Support to create the Property advert, including providing guidance on the rental to market the property at	Y	Y
Property listing on Rightmove, Zoopla, OnTheMarket and Our own website	Y	Y
Scheduling and coordination of viewings with tenants	Y	Y
Collecting holding deposit to secure prospective Tenants	Y	Y
Negotiating offers on Your behalf	Y	Y
Conducting Tenant references, credit checks and guarantor references	Y	Y
Producing a tailored Tenancy Agreement, and ensuring this is signed by all parties	Y	Y
Collect deposit and issuing prescribed information	Y	Y
Providing advice on compliance needed for the tenancy and organising compliance certificates if required	Y	Y
Conducting viewings on Your behalf (up to a maximum of 8 viewings over 30 days)	Y	If purchased as additional extra
Professional photography	Y	If purchased as additional extra
Check-in and inventory	Y	If purchased as additional extra

11.3 There are three available Management services:

	RENT MANAGED	FULLY MANAGED	PROTECT
PRICING (fixed price per month)			
Per room, for HMOs, outside London	£25	£35	
Per room, for HMOs, inside London	£35	£55	
Per property, for non HMOs, outside London	£39	£59*	£128
Per property, for non HMOs, inside London	£69	£89*	£168
SERVICES INCLUDED			
Support and advice from ARLA qualified property managers	Y	Y	Y
24/7 access to information and updates via Your dashboard	Y	Y	Y
Monthly rent collection and late payment management	Y	Y	Y
Key holder services to give access to your Property when needed	Y	Y	Y

Compliance monitoring of changes to legislation and automatic alerts when certificates need renewing	Y	Y	Y
Legal costs and fees to cover Tenant eviction procedures	Y	Y	Y
Negotiation of Tenancy renewals, including updating contract and deposit details	If purchased as additional extra	Y	Y
24/7 repairs and maintenance support		Y	Y
Access to a panel of vetted contractors		Y	Y
Routine annual inspections with photographs and recommendations based on findings		Y	Y
Advice on deposit deductions at the end of the Tenancy		Y	Y
Rent guarantee for up to 4.5 months, subject to terms			Y
Legal expense protection up to the value of £50,000 per claim			Y
Appliance cover up to 2 white or brown goods			Y
Home emergency and boiler cover			Y

* For Rents from £3,000.00 to £4,333.33 the Management Fee for the Fully Managed service will be £175, inc VAT.
For Rents from £4,333.33 to £6,500.00 the Management Fee for the Fully Managed service will be £275, inc VAT