



Terms & Conditions

Version 6

Effective from May 2020

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. Your attention is specifically drawn to our Fees and Charges section which sets out how we will charge for our services.
4. We offer three service levels: Howsy Lite, Howsy Standard and Howsy Protect. The service You have chosen will be confirmed to You in writing.
5. Under the Howsy Lite Service you are instructing Us to advertise your Property to find You a Tenant, and to provide you with a Tenancy Agreement. You will also be able to opt in to certain packages which are identified below.
6. Under the Howsy Standard and Howsy Protect services You are instructing Us as Your agent to let and manage the Property.
7. You agree that if We find You a Tenant We will be appointed as Your sole agent to manage the Property. We will be treated as having found You a Tenant in respect of any Tenancy in which work done by Us is involved in bringing the Property to the attention of any person or organisation who are ready, willing and able to enter into an occupation agreement for the property. This applies whether or not we are the effective cause of that person or organisation entering into an occupation agreement with You. This could mean that you become liable for fees to more than one agent.
8. If you have instructed us under the Howsy Standard or Howsy Protect services and You terminate Our appointment as agent after We have found a Tenant for the Property You may be liable for additional charges.
9. The Howsy Protect service is offered for a fixed one-year term and may only be terminated early under certain conditions identified below.
10. Under the Howsy Standard service, if We have found a Tenant for the Property then if You terminate this Agreement within the first 3 months after We have found the Tenant then You must pay Us an introducer fee of £149.00 (inc VAT).

Website

11. 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.

12. 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

13. 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. 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.
14. 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.
15. We are insured with Arch Insurance (UK) Limited for professional indemnity and public liability purposes. They can be contacted on Arch Insurance (UK) Limited, 5th Floor, PLantation Place South, 60 Great Tower Street, London, EC3R 5AZ.
16. Our liability under this Agreement shall be limited to a maximum of £1,000,000 for each event and to a maximum of £1,000,000 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) 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 listed in this agreement 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 following fees and charges:
21. If You instruct us for the “Howsy Lite” service, You agree to pay a letting fee of £50 including VAT per Property. Our fee is due and payable when You instruct Us to provide the Howsy Lite service. If we have offered any discount on this fee, Our offer is not transferrable and is temporary in nature.
22. Under the Howsy Standard and Howsy Protect services We charge a fixed management fee per premises You place with Us.
23. If you instruct us for the “Howsy Standard” service you agree to pay a management fee of £79 per month including VAT if the Property is within the geographical area bounded by the M25 motorway and £39 per month including VAT if the Property is outside the geographical area bounded by the M25 motorway.
24. If you instruct us for the “Howsy Protect” service you agree to pay a management fee of £119 per month including VAT if the Property is within the geographical area bounded by the M25 motorway and £96 per month including VAT if the Property is outside the geographical area bounded by the M25 motorway.
25. Our management fee under the Howsy Standard or Howsy Protect Services is due and payable monthly in advance from the date We successfully find You a Tenant or take over management of any Property on Your instruction. We will be treated as having found You a Tenant in respect of any Tenancy in which work done by Us is involved in bringing the Property to the attention of any person or organisation who are ready, willing and able to enter into an occupation agreement for the Property. This applies whether or not we are the effective cause of that person or organisation entering into an occupation agreement with You. This could mean that you become liable for fees to more than one agent. The fee under the Howsy Standard 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.
26. 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. Such offers are temporary in nature and will be strictly limited.

27. 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.

Packages

28. In addition to the basics services We agree to provide 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.

Optional Packages for Howsy Lite

29. We offer the following Packages set out at clauses 30 to 33 with the Howsy Lite:
30. We will charge £99.00 for the taking of professional-quality photographs to be used for the marketing of the Property.
31. We will charge £99.00 for a Rightmove Premium Listing, which will make your listing for Property more prominent to prospective tenants on the Rightmove website.
32. We will charge £60 per year for our Rent Collect + service, payable annually in advance.
33. If You purchase our Referencing Package We will carry out credit checks and referencing on prospective Tenants. Our fee for this service is charged per individual prospective tenant. We charge £30 for carrying out checks on one person, and £45 for two persons.

Packages available under Howsy Standard

34. We offer the following packages set out at clause 35 with the Howsy Standard:
35. We will charge £95.00 for the taking of professional-quality photographs to be used for the marketing of the Property.

Packages for Howsy Standard and Howsy Protect

36. We offer the following packages set out at clauses 37 to 45 with the Howsy Standard:
37. We will charge £78.00 to produce floorplans to be used for the marketing of the Property.

38. We will charge £95 to provide a Gas Safety Certificate prepared by a Gas Safe registered engineer.
39. We will charge £78.00 to provide an Energy Performance Certificate.
40. We will charge £78.00 to carry out a Right to Rent Check on the Tenant. This fee covers one checks on all individuals comprising the Tenant
41. We will charge £78.00 to visit the Property carry out a basic test on the smoke detectors and make a record of the check.
42. We will charge £18.00 for the deposit protection, insurance and certificate administration for the duration of the tenancy.
43. 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.
44. We will charge £60.00 to prepare an application for a selective licence or HMO licence under Part 2 or Part 3 of the Housing Act 2004. This fee charge covers the costs of making the initial application only.
45. We will charge £250.00 for 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.

Other Charges

46. Clauses 47 to 52 below apply if we are instructed under Howsy Standard or Howsy Protect:
47. You agree that We may install a key safe at the Property unless You inform us other 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.
48. You agreed to pay Us £35.00 towards installing the key safe.
49. You agree to be responsible for checking whether your insurance for the Property allows a key safe to be used.
50. If You do not allow us to install a key safe at the Property You agree to pay a charge of £15.00 each time we are required to provide a key to any person who requires access to the Property for any reason relating to the management of the Property including for repairs, inspections, check-ins or check-outs to be carried out at the Property.

51. If the Tenant refuses to allow a key safe to be used to facilitate access to the Property You agree to pay a charge of £15.00 each time we are required to provide a key to any person who requires access to the Property for any reason relating to the management of the Property including for repairs, inspections, check-ins or check-outs to be carried out at the Property.
52. If the Property requires repairs before Tenants can move into the property, 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

53. 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.
54. Our Fees shall remain payable even if We are unable to carry out services by any reason beyond Our reasonable control. Such reason may include but is not limited to an act of god; strikes or industrial action; 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

55. 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.
56. 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 30 days unless agreed otherwise.
57. We will not pay interest on any monies held by Us for You or anyone else.
58. 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.

59. We may also deduct such monies as are required to maintain a float of £250 to cover small expenses unless We have agreed otherwise with You.

Compensation and Indemnity

60. 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.

Howsy Lite

61. This section from clause 61 to 75 sets out terms which relate only to Howsy Lite. In consideration of Your payment of Our Fees and charges under the Howsy Lite Service We agree to provide You with the following services set out at clauses 62 to 67:
62. We will market the Property on the Internet through selected leading property portals and from time to time our own websites.
63. We will use photographs and a description of the Property provided by You to create advertisements for your Property. You must provide photographs of the Property to us unless you purchase our professional photographs package. You are responsible for the accuracy of all photographs and property descriptions You provide. You confirm that You will not use our services to create a misleading advertisement.
64. We will provide You with the contact details for prospective Tenants who enquire about renting your Property by sending these details to You by email and/or through Our Website. If in Our reasonable opinion a prospective Tenant is not reasonably suitable We are not required to pass their details to You.
65. You will be responsible for arranging viewings and negotiating with all prospective Tenants. You will be responsible for obtaining an Energy Performance Certificate and providing this to any prospective Tenant.
66. 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. 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.

67. You will be responsible for checking whether any prospective Tenant is suitable. We will not carry out credit checks and referencing on prospective Tenants unless you purchase the applicable Package. If You chose 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 cover.
68. 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.

Rent Collect +

69. The Howsy Lite service does not include rent collection. If agreed with us in writing We can provide the Rent Collect + service in which We will use our reasonable endeavours to collect rent on a monthly basis from the Tenant. Our Fees for Rent Collect + are £60 per year, payable annually in advance. You may cancel the Rent Collect + add on by giving two months' notice to expire on the anniversary of the commencement of the tenancy.
70. In consideration of Your payment of Our Fees and charges for Rent Collect + We agree to provide You with the following services set out in this Agreement at paragraphs 71 to 72:
71. 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 the No Agent Technologies Ltd 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.
72. In addition to collecting the Rent we will provide you with the Referencing Package for up to two individuals at no additional charge. See clauses 73-75 for details about the Referencing Package.

About the Packages You may add to Howsy Lite

73. If You purchase our Referencing Package We will carry out credit checks and referencing on prospective Tenants. Our fee for this service is charged per individual prospective tenant. We charge £30 for carrying out checks on one person, and £45 for two persons.

74. 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.
75. If You purchase the Referencing Package you may benefit from additional benefits provided by our third party referencing partners, including the eviction assistance and tenant monitor services. You can find details about these services above at clauses 141 and 146.

Before the Start of the Tenancy

76. Clauses 76 to 81 apply under the Howsy Standard and Howsy Protect services only.

Before We Market the Property

77. All properties going on the market for letting must have an Energy Performance Certificate (EPC). Under the Howsy Standard 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 Premises cannot be marketed without an EPC.

Before the Start of the Tenancy

78. 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 of 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.
79. 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.
80. 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.
81. 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 £25.00 towards Our costs of removing the board.

Howsy Standard Service

82. In consideration of Your payment of Our Fees and charges under the Howsy Standard Service We agree to provide You with the following services set out in this Agreement at paragraphs 82 to 139:

Tenant Finding

83. We will advise You of our estimation of the likely rental income attainable from the Property.
84. We will market the Property on the Internet through selected leading property portals and from time to time our own web sites.
85. We will arrange viewings of the Property as may reasonably be required.
86. We will not conduct viewings under this service unless You have bought our additional accompanied viewings package.

Booking Viewings

87. 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.
88. We will book viewings for the Property's 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.
89. 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.
90. 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).
91. 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.

92. 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.
93. 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.
94. 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 a Guarantor.
95. 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.
96. 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.
97. 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.
98. 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 fee for this service is £78.00 for each check or re-check that is required.

Compliance Monitor

99. You are responsible for ensuring that You obtain any required property licence under Parts 2 and 3 of the Housing Act 2004.
100. 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 relationship of occupiers.
101. If the Property requires to be licensed, You agree to make an application or to promptly instruct us to make such an application.
102. We accept no liability to You arising out of the Property requiring to be licensed but not being so licensed.
103. If We apply for a licence for your Property You agree to reimburse us for the application fee charged by the local authority and to pay Our Fees for making the application.
104. 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.

Rent & Renewal

105. 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.
106. 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.
107. 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.
108. 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.

109. 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.

Repairs and Maintenance

110. 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.
111. 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) for any individual item without reference to You. 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.
112. We are not obliged to carry out or arrange any works if We do not hold sufficient funds to pay for them.
113. 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 day 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 will be £85.00 .
114. 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 of £75.00 including VAT.

Inventory & Deposit

115. We will request that the Tenant provides a Guarantor or indemnifier if We consider that to be appropriate.

116. 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.
117. If You do not wish us for the Tenant to use a Deposit Replacement Scheme instead of a Deposit You agree to give Us notice of this in writing.
118. 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. We are registered with the deposit scheme run by Tenancy Deposits Solutions Limited (MyDeposits).
119. 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.
120. 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.
121. 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.
122. 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.

123. 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.

Deposit Replacement Scheme

124. We may, provided that You have not opted out, offer a Deposit Replacement Scheme to 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.
125. 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.
126. We will inform You as soon as reasonably practicable if we are given notice that the Deposit Replacement Arrangement has expired or been cancelled.
127. Where Our Deposit Replacement Scheme applies to a Property, the following terms set out in paragraphs 127 to 137 of this Agreement shall apply:
128. We shall be responsible for:
- a) collection of the Rent; and
 - b) management of the Deposit (if taken); and
 - c) management of the collection of sums due from the Tenant to the Landlord, as compensation for any breach of obligation within the Tenancy agreement.
129. 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.
130. 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 Landlord's property arising from their occupation of the Property, and any other reasonable costs incurred by the Landlord as a result of the Tenant's breach of the tenancy agreement.

131. The Tenant remains fully responsible and liable for any of the Landlord's reasonable costs arising from clause 130 above to carry out remedial works, repairs or replacement, including cleaning, as required at the end of the tenancy to return the property to the Landlord in accordance with the obligations of this tenancy agreement, whether or not a deposit has been taken.
132. 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 the Landlord's costs described in clause 130 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 the Landlord as a result of the Tenant's breach of the tenancy agreement.
133. If the Tenant agrees the amount demanded by the Landlord 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 the Landlord, calculated at the end of the Tenancy as compensation for any breach of obligation within the tenancy agreement.
134. If the Tenant disputes the amount demanded on behalf of the Landlord for sums owing at the end of the tenancy, the Tenant will notify Us within 7 days of the demand.
135. In the event the Tenant and the Landlord 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. The Landlord and 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.
136. In the event the adjudicator upholds the claim wholly in favour of the Landlord, if the Tenant does not pay the sums owed within 7 days of the adjudicator's decision being issued, We will compensate the Landlord by making a claim under the Deposit Replacement Insurance policy.

137. We may change or replace the insurance provider and independent adjudicator with a similar provider with 30 days' notice.

Inspection and Management

138. We will arrange for the inspection of the Property within 3 months after the Tenancy commences and then approximately every 6 months thereafter during the Tenancy. We will not inspect the Property during any period where a Tenancy is not continuing.
139. Our management services do not include liaising with utility providers.

Additional Service You may Qualify for

140. 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

141. 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 Standard service.
142. 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.
143. We will notify You if You are eligible for assistance with eviction assistance.
144. 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.
145. Our services do not include Our staff attending court hearings.

Tenant Monitor

146. You may benefit from a tenant monitor service which provides the Landlord with ongoing monitoring of the Tenant's credit status.

Where available this is provided in conjunction with our third-party referencing providers.

147. We may withdraw the tenant monitor service at any time without notice to you.

Howsy Protect

148. 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 listed provided under the Howsy Standard service and the following services set out in paragraphs 148 to 197 of this Agreement:

Protect Repairs

149. 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.
150. 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.
151. Any work arranged by Us under the Protect Repairs scheme will be carried out by one of Our approved contractors.
152. 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.
153. The Protect Repairs scheme will not cover the matters set out in paragraphs 154 to 170 of this Agreement:
154. Damage to the Property which is reported within the first 30 days of your membership of the Howsy Protect scheme.
155. Repairs other than those which are required to alleviate an emergency which would otherwise render the home unsafe or insecure; or damage or cause further damage to the home; or cause personal risk to You or your tenant.
156. Any repairs which You are not obliged to carry out under the terms of the Tenancy.
157. General maintenance such as dripping taps and leaking external overflows.

158. Works which we cannot carry out because We or our contractors have been denied access to the Property.
159. Repairs or maintenance required because of any defect which we are not notified about.
160. Repairs or maintenance that were required prior to You entering into the scheme.
161. Any work which exceeds the maximum payable under the for a single "job" under Our policy 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).
162. Cosmetic damage to the Property or the costs of redecoration.
163. Damage as a result of theft or attempted theft.
164. Any broken or damaged external locks, doors or windows which do not cause a security risk to the Property.
165. Damage caused by misuse of the Property or anything in the Property by You or the Tenant.
166. Damage arising from Your failure to carry out any remedial work or recommendations made by Us or Our contractors.
167. The full replacement costs of any installation where in our reasonable opinion less expensive works are adequate.
168. Any works which we reasonable consider to be not reasonably required given the age, character and prospective life of the Property.
169. Any repairs or other liabilities which in Our reasonable opinion arise out of Your failure to comply with the terms of this Agreement.
170. Any work, maintenance or repairs which We are not covered by Our policy with the Protect Repairs Insurer.

Protect Appliances

171. The Protect Appliances scheme is intended to protect You from the hassle and cost of dealing with breakdown or accidental damage to up to two Appliances per year in the Property.
172. 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.
173. Any work arranged by Us under the Protect Appliances scheme will be carried out by one of Our approved contractors.
174. 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.
175. The Protect Appliances scheme will not cover the matters set out in paragraphs 176 to 184 of this Agreement:
176. Repair or replacement of more than two Appliances within any one year period.
177. Repairs or maintenance or replacement of any Appliance required because of any defect which we are not notified about.
178. Repairs or maintenance that were required prior to You entering into the scheme.
179. The full replacement costs of any Appliance where reasonable alternative arrangement will avoid the need for a full replacement of the Appliance.
180. Replacement of or adjustment to any decorative or cosmetic part of any Appliance.
181. Damage caused by misuse of Appliances including the failure to use the Appliance in accordance with the manufacturer's instructions.
182. Any repairs or other liabilities which in Our reasonable opinion arise out of Your failure to comply with the terms of this Agreement.
183. Any work which exceeds the maximum payable under the for a single "job" under Our policy 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).
184. Any work, maintenance or repairs which We are not covered by Our policy with the Protect Appliances Insurer.

Protect Rent

185. 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.
186. 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.

187. We may vary the precise arrangement for the Protect Rent scheme from time to time by giving notice to you in writing.
188. 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.
189. 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 190 to 194 of this Agreement:
190. Where the Tenant fails to pay You the Rent due under the Tenancy with 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.
191. 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.
192. 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. 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.
193. The maximum amount we will pay to You under the Protect Rent service is the smaller of the arrears accrued within twelve months from the start of the arrears or a sum equivalent to twelve months' Rent.
194. Legal action by solicitors appointed by the Protect Rent Insurer to in connection with a material breach by the Tenant of the terms of the Tenancy may be brought in Your name.

About Howsy Protect Services

195. 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.

196. 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.
197. You agree that Our obligations under the Howsy Protect service do not require us to do anything which arising out of unreasonable or non-tenantlike conduct by the Tenant.

About Our Insurance

198. We will provide you with copies of Our policies which are referred to in Our description of the Protect Repair, Protect Appliances and Protect Rent schemes above.
199. 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.
200. 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.
201. 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

202. 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.
203. You warrant that all the information You have provided to Us is correct and complete to the best of Your knowledge and belief.
204. 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.

205. 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 tenantable condition, and all appliances to remain at the property are in good working order and comply with relevant current legislation.

Tax

206. If You are not a UK resident for the purposes of Income Tax and have not obtained and provided us with the appropriate certification from HM Revenue and Customs, You authorise Us to make deductions from the rental income at the basic rate of income tax. You agree to keep Us fully informed of Your tax status and to compensate Us in full for tax payments, interest, fines, and professional advisor costs We may be required to pay as a result of Your failure to do so. If you register with HMRC's Non Resident Landlord Scheme and they accept the application, we will be able to transfer rental income to you without tax deductions.

Assignment

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

Duration and Termination

208. The Agreement will continue until terminated by either party.
209. 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.
210. Otherwise, if We wish to terminate this Agreement We will give You not less than 30 days' notice in writing sent to the address or email address that You have notified Us of as Your address for communication through the Website.
211. If You have instructed us on the Howsy Standard service and You wish to terminate this Agreement You must give Us not less than 30 days' notice through the Website or in writing at Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL or hello@howsy.com.

212. The Howsy Protect service runs for a term of one year 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 30 days' 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.
213. 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

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

Entire Agreement

216. This Agreement 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

217. No variation of this Agreement made by You shall be binding unless confirmed in writing between one of Our Directors and You.
218. 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

219. 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 after the day on which this contract was entered into.

220. 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 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

221. If you cancel this contract, We will reimburse to 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

222. 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.

223. In case of notices served upon Us these are to be sent to Howsy Limited, 2 Park House, Station Square Coventry, CV1 2FL.

224. 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

225. 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.

226. 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

227. We may obtain commission from third parties as a result of referral of Your business by Us and We are entitled to keep any such commission paid.

Limitations

228. We do not guarantee to find a Tenant for the Property.
229. 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.
230. 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 the Landlord or Tenant of any statute or other provision of law. We will not take legal action against the Tenant for any breach of the Tenancy.
231. We cannot be held liable for any failure to pay outgoings on behalf of the Landlord 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 the Landlord (including any rent received pursuant to the Tenancy) to do so. The Landlord is responsible for ensuring that the Property and its fixtures, fittings and contents are adequately insured.
232. 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.
233. 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

234. 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

- 235. "We" or "Us" means Howsy Limited, 27-33 Bethnal Green Rd, Shoreditch, London, E1 6LA registered at Companies House with registration number 08845607 and "Our" and "Ours" should be construed accordingly.
- 236. "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.
- 237. "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.
- 238. "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.
- 239. "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.
- 240. "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.
- 241. "Howsy Standard" 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 Standard service.
- 242. "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.
- 243. "Protect Repairs" mean the component of the Howsy Protect service corresponding to carrying out repairs at the Property which is described more fully above.

244. "Protect Appliances" mean the component of the Howsy Protect service corresponding to faults with Appliances at the Property which is described more fully above.
245. "Protect Rent" mean the component of the Howsy Protect service corresponding to the Tenant's failure to pay the rent which is described more fully above.
246. "Protect Repairs Insurer" means the third party which has provided us with a policy of insurance to facilitate the Protect Repairs scheme.
247. "Protect Appliances Insurer" means the third party which has provided us with a policy of insurance to facilitate the Protect Appliances scheme.
248. "Protect Rent Insurer" means the third party which has provided us with a policy of insurance to facilitate the Protect Rent scheme.
249. "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.
250. "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.
251. "Tenancy" means any agreement under which the Tenant occupies the Property including any renewal, extension or continuation of that agreement;
252. "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;
253. 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 licence agreement;
254. "the Property" means the property to be let.
255. "Agreement" means this Terms of Business signed between Us and You.
256. "Website" means the electronic portal on the Internet set up and maintained by Us to allow communication between Us and You.
257. 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.
258. The headings in this Agreement are for information and ease of reading only and are not to be used in interpretation of it. 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

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