



TERMS AND CONDITIONS - LANDLORD

The Estate Agents Act 1979 (and other regulations made under it) requires agent's fees and terms of business to be confirmed in writing.

"HOME TRUTHS" or "we" means Home Truths (Lancashire) Ltd registration number 5314619 whose registered office is Bullens Barn, Ulnes Walton Lane, Leyland, PR26 8LT and whose trading address is 244 Spendmore Lane, Coppull, Chorley, Lancashire PR7 5DE.

"RLA" means the Residential Landlords Association.

"Deposit" means any sum collected from the Tenant at the start of the Tenancy as prescribed in the Tenancy Agreement and held by HOME TRUTHS or the Landlord on behalf of the Tenant as security deposit against performance of obligations under the Tenancy Agreement, any damage to the property etc., and/or non-payment of Rent during the Tenancy period.

"ADR" means the Independent Alternative Dispute Resolution Case Examiner of the DPS (Deposit Protection Scheme)

"Initial Letting Period" means the full length of the term of any Tenancy entered into and, for the purpose of calculation of fees due hereunder, shall not take into account any termination clause or right to terminate any Tenancy (whether or not the same is exercised) or any earlier forfeiture surrender termination of same.

"The Property" means the Property specified in the confirmation of instruction form, or any part thereof, excluding any common areas or shared facilities if the Property is part only of a building, but including any fixtures and furniture, equipment or appliances belonging to the Landlord.

"Rent" means any sum taken as a premium or consideration for the grant, extension or renewal of the Tenancy.

"Stakeholder" means that HOME TRUTHS holds the deposit as a neutral party, not releasing funds to either the Landlord or the Tenant until costings for deductions (if any) have been mutually agreed in writing or, if no agreement, by Order of the Court or upon an adjudication decision of the ADR.

"The Tenant" means the Tenant or Tenants of the property from time to time introduced by HOME TRUTHS. If the Tenant is more than one person then this expression shall be read and construed accordingly and will include any person who was the Tenant and who remains in occupation of the Property and if appropriate a licensee or assignee of the Tenant.

"Tenancy" means the entire period that the Tenant remains in occupation of the Property including the initial Letting Period and any renewal, period of holding over, or new Tenancy.

"Tenancy Agreement" means the agreement entered into between the Landlord and the Tenant.

"You" or "the Landlord" means the Landlord named in the confirmation of instruction form or its/his/her or its/his/her successors in title or assigns or any person claiming through or under the Landlord.

1.0 FEES FOR INTRODUCING A TENANT

- 1.1 If HOME TRUTHS introduces a Tenant who enters into a Tenancy Agreement to rent the Landlords Property, fees becomes payable to HOME TRUTHS. Our fee is calculated for the entire period of occupation of the Property by the Tenant for which rent becomes payable.
- 1.2 Our standard fee is charged at the following rates: -
- 1.2.1 Our Letting Only Service is £250 + VAT
- 1.2.2 Our Rent Collection Service is £200 + VAT with 4% + VAT of the monthly rent for the entire duration of the Tenancy. Our fee is charged/payable on a monthly basis.
- 1.2.3 Property Management Service is £200 + VAT with 7% + VAT of the monthly rent for the entire duration of the Tenancy subject to a minimum monthly fee of £30 + VAT. Our fee is charged/payable on a monthly basis.
- 1.2.4 Property Management Service plus rent protection is £200 + VAT with 10 % + VAT of the monthly rent for the entire duration of the Tenancy subject to a minimum monthly fee of £30 + VAT. Our fee is charged/payable on a monthly basis.
- 1.3 In cases where we are not employed to collect Rent throughout the Tenancy, you agree that we will receive the initial rent(s) from the Tenant in order to meet our fees first. Rent payments will be sent direct to You thereafter.

2.0 LETTING SERVICES

Our Standard Letting Service will be tailored to your individual requirements to consist of:

- 2.1 Marketing
- 2.1.1 Proactively contact all prospective Tenants on our extensive applicant database, to arrange appropriate viewings.
- 2.1.2 Place the property on our web site as soon as is reasonably practicable
- 2.1.3 Discuss advertising opportunities and book all appropriate media
- 2.1.4 Produce high quality details for mailing to potential clients
- 2.1.5 Provide regular feedback on the agreed marketing plan and on all viewings
- 2.1.6 Endeavour to achieve the best possible price in the shortest possible time
- 2.2. Letting
- 2.2.1 Introduce a prospective Tenant and negotiate terms between you
- 2.2.2 Take up a status reference (but not including any charges for corporate investigations, should these be requested) and discuss this with you

- 2.2.3 Upon request, organise a Gas Safety Certificate as detailed in 6.3. (b)
 - 2.2.4 Upon request organise an Electrical Safety Certificate as detailed in 6.3 (c)
 - 2.2.5 Upon request, organise a professional inventory and check-in of the property as detailed in 3.8
 - 2.2.6 Upon request, organise the property to be professionally cleaned
 - 2.2.7 Prepare a Tenancy Agreement between You and the Tenant subject to paragraph 8.4
 - 2.2.8 Upon request, organise an Energy Performance Certificate as detailed in 6.2
 - 2.2.9 Send to the Tenant(s) a bank standing order form for the payment of Rent.
- 2.3 References

Whenever appropriate, references on prospective Tenants will be obtained, and provided to the Landlord upon request. In signing the Tenancy Agreement, it is deemed that the Landlord has accepted all such references and has granted consent for the Tenancy to proceed.

2.4 Renewal of Tenancy

Prior to the end of the Tenancy We will endeavour to negotiate a Tenancy renewal between You and the Tenant and ensure all legal notices and documents are completed and up to date. An administration fee of up to £100 + VAT is due on successful renewal.

Where there is more than one Tenant, a renewal fee will be payable in full where any or all of the original Tenants remain in occupation beyond the initial Letting period.

3.0 PROPERTY MANAGEMENT SERVICES

Upon your written instructions, we will provide a property management service, which will include:

3.1 The Standard Letting Service as set out in Section 2.

3.2 Rent Collection

Receive Rents and account to You in accordance with the client accounting regulations for RLA to include:

3.2.1 The receipt of Rent on your behalf

3.2.2 The demand for Rent in the absence of payment, which will take the form of a series of letters to the Tenants requesting payment

3.2.3 The forwarding of net Rents to your bank

3.2.4 The preparation of periodic Rent statements to yourself and/or your accountant upon your written instruction, however, we will make a charge for sending additional copy statements of £50 + VAT for a minimum of six statements, subsequent statements will be charged at £10 + VAT each.

3.2.5 No rental payment will be made to You prior to the commencement of the Tenancy.

3.3. Rent Remittances

HOME TRUTHS will endeavour to transfer to the Landlord the Rent received, less any deductions due under the agreement, within 5 working days. On occasion, it may take up to 10 working days for the funds to clear and then be processed, allocated and transferred.

3.4 Repairs and Replacement

We shall deal with day-to-day management matters and, where required, instruct contractors, selected by us, to carry out minor repairs up to a maximum of £250 + VAT for any one item. Except in an emergency, wherever practicable, estimates are obtained and submitted to You for approval, for work costing more than this figure. For works costing greater than £1,000 an additional administration fee of 10% + VAT is charged for the total of the cost of the work organised on your behalf.

3.5 Property Visits and Defects

We will carry out non-expert investigation of defects, which come to our notice or are clearly and adequately brought to our attention by the Tenant. For managed properties we will make one planned visit to the property on an annual basis; further visits can be arranged at an additional cost of £50 + VAT per visit. It should be appreciated that any such visit can extend only to apparent and obvious defects and will not amount in any way to a structural survey on the Property. We cannot accept liability for hidden or latent defects.

3.6 Property Working Fund

We must be placed in sufficient funds at the commencement and, if necessary, during the period of property management, to enable us to meet all expenditure prior to the Rent collection dates. It is essential that we hold a working balance of £250, as We cannot undertake to meet any outgoings beyond the available cash held by us on your account. The working balance must be increased to £500 if the rental is fully paid in advance, rather than monthly or quarterly.

3.7 Repairs and Statutory Obligations

You hereby grant HOME TRUTHS authority to carry out repairs to the property including the replacement, maintenance, servicing or repair of any furnishings, fittings, appliances, equipment or machinery up to the limit of £250 + VAT

3.7.1 HOME TRUTHS have the authority to take appropriate action related to items of statute and regulation, such as gas repairs and incur such expenditure on your behalf.

3.7.2 HOME TRUTHS do not supervise any contractors and are not liable to You for any failure or delay by a contractor or worker.

3.7.3 Further, You undertake to ratify whatever HOME TRUTHS shall do in the performance of the property management service and to pay HOME TRUTHS all costs, claims, payments and expenses incurred by HOME TRUTHS.

3.7.4 You are responsible for payment of any Council Tax or Rates (if any) payable in respect of the property if it remains unpaid by the Tenant and this shall not be the responsibility of HOME TRUTHS.

3.7.5 If You require HOME TRUTHS to wait at the Property or to accompany a contractor selected or instructed directly by You, then we will charge you £50 + VAT per hour, or part thereof.

3.8 Inventories

On finding a Tenant who is accepted by You and who completes the Tenancy Agreement, You are required to:

3.8.1 Provide and pay for the making of a fully comprehensive inventory and Schedule of Condition, prior to the commencement of the Tenancy.

3.8.2 Pay for a professional inventory clerk to carry out an inventory check-in at the commencement of the Tenancy, unless agreed to be paid for by the Tenant.

3.8.3 Pay for a professional inventory clerk to carry out the inventory checkout at the end of the Tenancy.

NOTE: This service is fully included with a fully managed service package.

3.9 Outgoings

On receipt of specific written instructions from You and subject to HOME TRUTHS holding sufficient funds, We can pay any regular outgoings such as insurance premiums, council tax, water rates and any ground rents or service charges. Whilst HOME TRUTHS will endeavour to query obvious discrepancies, We will pay, without reference to the Landlord, any accounts and invoices rendered to us, which, we believe to be in order. HOME TRUTHS accepts no liability for errors or omissions by a third party, or for any inadequacy in insurance cover, and We advise that the Landlord regularly checks that payment obligations are being met including, but not limited to, payments due in respect of ground rents and service charges.

3.10 Terms of Property Management Service

Except in cases where You intend to re-occupy the Property and where special arrangements are made, our property management appointment set out in paragraph 3 is for the initial Letting Period and thereafter, as long as the Tenancy continues, subject to three months notice to terminate our appointment on either side.

4.0 ADDITIONAL SERVICES AND CHARGES

4.1 Pre-Letting Service

For all properties, We can arrange and manage the refurbishment, redecoration, furnishing and repair of your Property to suit your target market. The cost of this service, upon receipt of your instruction and funds, is 10% + VAT of the total costs incurred and subject to a minimum charge of £45 + VAT.

Please note that our role is administrative only and We do not perform the role of Surveyor or Project Manager of building works.

4.2 Vacant Management Service

Upon request, We are able to fully manage your Property before it is let, or for any vacant period in-between Tenancies. The cost of this service is £50 + VAT per month or part thereof. We will require, in advance, a minimum working fund of £250.00 in order to pay contractors on your behalf.

The vacant management service covers a regular monthly visit to the Property to ensure that everything appears in good order, and where appropriate, liaising with, utility suppliers, contractors and cleaning as required.

4.3 Inventory Services

HOME TRUTHS can prepare an inventory for your Property. The price for this service depends on the size and condition of your property.

5.0 THE TENANCY DEPOSIT

HOME TRUTHS is a member of the DPS (The Deposit Protection Scheme) which is administered by - Communities and Local Government, who can be contacted at:

D.P.S. (Deposit Protection Scheme) The Pavilions', Bridgwater Road, BRISTOL BS99 6AA contact telephone number 0844 4727 000.

Unless otherwise instructed HOME TRUTHS shall hold the deposit under the terms of the DPS, if it applies.

5.1. At the end of the Tenancy covered by the DPS

5.1.1. At the end of the Tenancy covered by The Deposit Scheme, if there is no dispute, HOME TRUTHS will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole of the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and Tenant. Payment of the Deposit will be made within 10 working days of receipt of written consent from both parties. The Deposit will only be released to the Tenant upon receipt of a signed authority from both the Landlord and the Tenant of a deposit schedule, detailing the deductions (if any).

5.1.2 The Landlord agrees to provide HOME TRUTHS with any deductions from the Deposit within 10 working days of the end of the Tenancy. Failure to do so would mean that HOME TRUTHS reserves the right to release the Deposit in full (if let only service) or, where the property is managed, HOME TRUTHS will release the Deposit at our total discretion in accordance with the findings of the check-out report.

5.1.3 The Deposit or any balance payable will be paid to the Tenant or the Landlord (as appropriate) without interest.

5.1.4 At the end of the Tenancy, if You instructed an inventory clerk of your own at the commencement of the Tenancy, then you will need to instruct the clerk at the end of the Tenancy to act on your behalf. You will then agree directly with the Tenant the total costings to be charged from the Deposit, based upon the inventory check-out report. HOME TRUTHS are unable to release Deposit monies to You or the Tenant except in accordance with the terms of the Tenancy Agreement and with the prior agreement of both parties in writing as to the amounts to be paid out.

- 5.1.5 If, after 10 working days following notification of a dispute to HOME TRUTHS and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and Tenant over the allocation of the Deposit it will (subject to 5.1.4 above) be submitted to the ADR for adjudication. All parties agree to co-operate with any adjudication.
- 5.1.6. When the amount in dispute is over £5000, the Landlord and the Tenant hereby agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the DPS, although with the written consent of both parties, the ADR may, at his discretion, accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Deposit Protection Scheme, shared equally between the Landlord and Tenant. The liability for any subsequent costs will be dependent on the award made by the arbitrator.
- 5.1.7 The statutory rights of the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- 5.1.8 It is not compulsory for the parties to refer the dispute to the Independent Case Examiner for adjudication. The parties may, if either party chooses to do so seek the decision of the court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ADR for adjudication. If the parties do agree that the dispute should be resolved by the ADR, they must accept the decision of the ADR as final and binding.
- 5.1.9 If there is a dispute HOME TRUTHS must remit to The Deposit Scheme, the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered, whether or not the Landlord or the Tenant wants to contend it. Failure to do so will not delay the adjudication but the Deposit Protection Scheme will take appropriate action to recover the deposit and discipline HOME TRUTHS.
- 5.1.10 HOME TRUTHS must co-operate with the ADR in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 5.1.11 Any work undertaken by HOME TRUTHS in relation to a dispute over the repayment of the Deposit will incur an administration fee of £50 + VAT payable by the Landlord, for the first 2 hours of work undertaken, and at the rate of £60 per hour thereafter.
- 5.1.12 The timescales set out in this paragraph 5.1 can be changed by agreement with the Tenant in individual cases or by our Tenancy Agreement.
- 5.2 Deposit held by the Landlord.

If You decide to hold the Deposit, We will notify You when We have received the Deposit. You must then register it with a suitable Tenancy Deposit Scheme within 14 days of the Tenant paying the Deposit. If you fail to do so, the Tenant can take legal action against You in the County Court. The County Court will make an order requiring You to pay compensation to the Tenant of an amount equal to three times the Deposit value. We will pay the

Deposit over to You for protection under the Tenancy Deposit Scheme. However, responsibility for registering the Tenancy rests with You whether or not You have received the Deposit from us.

Due to the legal implications and penalties surrounding the registering of the Deposit, We strongly recommend that We hold and register the Deposit on your behalf. Under no circumstances do We accept liability for your failure to register the Deposit within the required timescale. We are unable to transfer any Deposit monies to You if You do not demonstrate that You are a member of a recognised deposit protection scheme.

5.3 Incorrect Information

You warrant that all the information You have provided to HOME TRUTHS is correct to the best of your knowledge and belief. In the event that You provide incorrect information to HOME TRUTHS, which cause HOME TRUTHS to suffer loss or causes legal proceedings to be taken, You agree to reimburse and compensate HOME TRUTHS for all losses suffered.

6.0 STATUTORY COMPLIANCE

6.1 Money Laundering Regulations 2007

You will provide HOME TRUTHS, upon request, such identity verification information that HOME TRUTHS may require in accordance with Money Laundering Regulations 2007.

HOME TRUTHS will also require identity verification information for any prospective Tenant. If the prospective Tenant does not comply, for whatever reason, then HOME TRUTHS reserve the right not to process an application.

6.2 Energy Performance Certificate

The Landlord is responsible for ensuring that the Property has a current Energy Performance Certificate (EPC) and agrees to provide a copy of the same to HOME TRUTHS. An EPC must be provided to prospective tenants at the earliest opportunity and before commencement of the Tenancy. Failure to comply could result in a fine being issued to the Landlord by the Trading Standards Authority. HOME TRUTHS reserve the right not to process an application should this not be complied with.

6.3 Fittings and Equipment

You must ensure that all equipment, gas, electrical or otherwise provided with the Property is fully operational and safe at all times, and, if possible, recently serviced, prior to the commencement of the Tenancy.

You hereby warrant to HOME TRUTHS, that:

- 6.3.1 All furniture and furnishings, in the Property to be let and included in the letting (whether originally provided or added during the Tenancy) fully comply with the requirements of the Consumer Protection Act 1987 and statutory instruments made under it, including, in particular, the furniture and fittings (Fire) (safety) Regulations 1988, as amended by the Furniture and Furnishings (Fire) (safety) (Amendment) Regulations 1989 and 1993.

- 6.3.2 All gas equipment, pipe work and appliances will fully accord with the Gas Safety (Installation and Use) Regulations 1998 including annual inspections by a Gas Safe engineer and records maintained of work undertaken. A safety inspection must be completed satisfactorily prior to any letting and a report provided to the Tenant and/or displayed at the Property. We can, upon your instructions, obtain the necessary report for you (see paragraph 2.2.)
- 6.3.3 All electrical appliances, plugs sockets and wiring in the Property and the electrical supply is 'safe' and will not cause 'danger' and complies with all statutory requirements including the Electrical Equipment (Safety) Regulations 1994. From 1 January 1997, all new electrical appliances must carry a 'CE' mark and instruction booklets or clear working instructions must be provided. Newly installed plugs and sockets must also comply with statutory regulations. We can upon your instructions, obtain a safety certificate (see paragraph 2.2).

6.4 Landlord and Tenant Act 1987 and Notices

If your address is outside England and Wales, then We must provide the Tenant with an address within England and Wales to which notices (including notices of proceedings) may be served to You. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our Property Management Centre for this purpose during such period as We manage the Property. We will use our best endeavours to forward any notices to you promptly, but we cannot accept liability for any loss or expense incurred directly or indirectly.

6.5 Houses in Multiple Occupation (HMOs)

If the property is classified as a HMO pursuant to the Housing Act 2004 ('Act') then You warrant to HOME TRUTHS that with effect from 6th April 2006 the Property has been Licensed with the relevant Local Authority, and that You will continue to comply with all the requirements of the Licence and the Act. You will indemnify HOME TRUTHS from and against all costs, claims, fines, damages, and expenses incurred by them because of any breach or non-compliance with the Licence and the Act.

Local Authorities can enforce discretionary licensing and it is the Landlords responsibility to check whether his property is subject to discretionary licensing. If the Property requires a licence, it is the Landlords responsibility to acquire and pay for one.

6.6 Stamp Duty Land Tax

Under the terms of the Finance Act 2003 Landlords will be responsible for stamping Tenancy Agreements where the rent exceeds £125,000 per annum in order to meet Stamp Duty Land Tax requirements. There is no Stamp Duty Land Tax on counterpart Tenancy Agreements.

6.7 Data Protection Act

You hereby consent to us holding and processing data, any information and personal details on or of You as defined by the Data Protection Act 1998.

7.0 PAYMENT OF FEES

- 7.1. If the Landlord is more than one person, then those person(s) signing this Agreement confirm that they have the authority to sign on behalf of all persons forming the Landlord and all will be jointly and severally liable for commissions and fees charged by HOME TRUTHS.
- 7.2. In cases where We are required to serve notice on your Tenants, outside of our normal terms of business, a charge of £150 + VAT will be made for administration.
- 7.3 Interest at the rate of 3% over the base lending rate of the Bank of England, in force from time to time (or 10% if greater) will be payable on all fees and commissions which are not paid within 14 days of the due date for payment.
- 7.4 Cancellation Fee

Once an offer for letting the Property has been accepted by both parties and Tenancy Agreements prepared (whether in final draft or not) You will be liable for a cancellation fee in the event of the Tenancy not proceeding due to circumstances beyond the control of HOME TRUTHS. You should inform HOME TRUTHS immediately if You do not wish to proceed and a fee of £400 + VAT will be payable by You.

8.0 GENERAL TERMS

8.1 Mortgages

Where the Property is subject to a mortgage, permission is normally required by the Mortgagee to Let or Sub-Let the Property. Unless You advise us in writing, to the contrary We will assume that You have obtained your Mortgagee's written permission to let the Property. Please note that applying for permission after a Tenant has been found could prejudice the Tenancy and put You in breach of your mortgage.

8.2 Insurances

We would recommend that the Property is fully insured for both buildings and contents and that the policy covers furnished lettings (if applicable). Please note that many household policies do not automatically provide for such cover. HOME TRUTHS cannot advise on insurance matters and We recommend that You contact your insurance company or broker direct.

8.3 The Rent

Unless otherwise agreed, the Rent quoted to a Tenant by us on your behalf must be inclusive of all outgoings for which You are responsible (ground rent, service charges etc) with the exception of gas, electricity, the telephone service, water charges and fuel oil where there is an independent oil fired central heating system. Any rent requested by us on your behalf will not include any reference to council tax. This charge will normally be levied separately on the occupants of the Property, but in some cases, Local Authorities may wish to charge You as the Landlord.

8.4 Tenancy Agreement

Unless We are instructed otherwise, We use our standard form of Tenancy Agreement. In the event of your solicitor amending or checking the wording of the HOME TRUTHS agreement, You will be liable for any charges in connection with that work. Landlords instructing their own solicitors to prepare an agreement will be responsible for their solicitor's fees. Any negotiations to our standard Tenancy Agreement will be charged at £150 + VAT per hour or part thereof. We accept no liability for any Tenancy Agreement used where this has been provided by You or your solicitors.

8.5 The Taxes Act 1988 And The Taxation Of Income From Land (Non-Residents) Regulations 1995

8.5.1 If the Landlord is resident abroad, HOME TRUTHS is under Governmental obligation to deduct tax at the prevailing rate from the Rent, unless the Landlord holds a current Approval Certificate issued by the Inland Revenue. Responsibility to apply for an Approval Certificate rests with the Landlord. It is not possible to transfer Approval Certificates between agents.

8.5.2 Monies deducted will be held until the quarterly returns are made to the Inland Revenue and will not earn interest on your behalf.

8.5.3 The eventual liability for tax may be less than the amount forwarded to the Inland Revenue. In this event, You will have to liaise with the Inspector of Taxes directly and HOME TRUTHS will not be liable for any refunds.

8.5.4 If you become a "non-resident" Landlord and are no longer resident for tax purposes in the United Kingdom, You must notify HOME TRUTHS in writing immediately. If You fail to do so and HOME TRUTHS is levied with any tax, penalty or interest as a result, then You must pay the whole of the tax, penalty and interest and any costs to HOME TRUTHS upon being required to do so.

8.5.5 We are required on an annual basis to disclose all Landlords(s) details and rental income to the Inland Revenue.

8.6 Instructions to Solicitors

You will be informed of any Rent arrears, Deposit disputes or breaches of the Tenancy brought to our attention. However, if legal action is required, You will be responsible for instructing your own solicitor and for all the fees involved.

8.7 Courts and Tribunals

Applications for fair rent or appearances before the rent officer, rent assessment committee or any other court or tribunal will be by special arrangement only and will form the subject of an additional charge of £150 per hour + VAT and expenses.

8.8. Insurance Claims

Any insurance claim work undertaken on your behalf will be subject to an administration charge of 10% of the claim amount + VAT. Please note, many insurance companies will insist on contractor's invoices being settled by You initially, prior to releasing the claim payment to You. Due to FSA regulations, We are unable to complete an insurance claim form on your behalf, but will provide assistance wherever possible.

8.9 Client Account and Interest

All client funds are held in a designated Client Account with HSBC Bank PLC and kept separate from company funds.

Any interest earned by us on any monies held on your behalf such as working funds or monies in transit will not be credited to your account, but belong to us. It should be noted however, that no charges would be raised in respect of the banking costs incurred by HOME TRUTHS in operating the Client Account.

8.10 Sale of Property

In the event that You sell the Property to a third party whilst the Tenant remains in occupation, you commit to use all reasonable endeavours to procure the new owner to enter into new terms of business with Home Truths regarding the existing Tenancy.

8.11 Utilities

You will be required to ensure that You have notified the service companies such as telephone, satellite, cable, gas, water and electricity at the commencement and termination of the Tenancy of your change of details. If We are managing the Property We can undertake this on your behalf when You have provided the necessary information.

8.12 Mail

HOME TRUTHS recommend that You should re-direct your mail via Royal Mail as soon as the Property has been Let, as We do not forward any mail as part of our service.

8.13 Financial Services

HOME TRUTHS may offer a range of insurance, taxation and mortgage products to Landlords, as and when requested by clients. These companies may make a payment to HOME TRUTHS for the provision of information and advice in relation to property affairs.

8.14 Complaints

HOME TRUTHS has a formal complaints procedure. Our redress scheme is operated by The Ombudsman Service (Lettings). Further details are available at www.tpos.co.uk