

Falcon

Lettings



**Terms of Business
for Letting your Property**

01752 600828
falconlettings.com

This Agreement is made between the Landlord of the Property (as named at the end of this agreement) and Falcon Lettings who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management services offered and the scale of fees charged.

Definitions

Agent – means Falcon Lettings which is the trading name of the partnership between John Coulton and David Vernon at 8 Mannamead Road Mutley Plymouth PL4 7AA who lets or manages the property on behalf of its owner/landlord.

Landlord – means the person or persons named below as owners of the subject property. Where the landlord consists of more than one person or entity the obligations of this agreement and the tenancy agreement apply to them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfill their obligation.

Tenant – means an individual or company who is named in the tenancy agreement as the tenant of the property and who holds or possesses property for a time in return for the payment of rent.

Property – means the property noted below as the property to be let and includes all outbuildings, grounds, fences boundaries etc.

Deposit - means any sum collected from the tenant at the start of the tenancy, as prescribed in the tenancy agreement and held in the Deposit Protection Scheme on behalf of the tenant as security against performance of obligations under the tenancy agreement; any damage to the property etc; and/or non-payment of rent during the tenancy period.

DPS- means the Deposit Protection Service.

ADR- means the Alternative Dispute Resolution scheme.

General Authority

The Landlord confirms that he/she is the sole or joint owner of the property and has the right to rent out the property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgage and that the Landlord will supply the Agent with a written copy of the consent before the start of any tenancy. If the Property is leasehold, the Landlord will obtain any necessary consent to letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.

The Landlord authorises the Agent to carry out the various duties of property management as selected in the Section 'Acceptance and Variation' and set out in the sections 'Service' and 'Schedule of Services' The Landlord gives the Agent authority to act on the Landlords behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts or omissions or breach of contract.

The Agent is appointed as agent for the Landlord on the property and the Landlord authorises the Agent to sign the tenancy agreement and to issue and sign the various Notices as required on behalf of the Landlord.

The Agent may delegate any of the services to be provided to the Landlord, such as the referencing of prospective tenant, taking an inventory, where it does not adversely prejudice the Landlord.

Indemnities, Reasonable Costs and Expenses

The Landlord will not hold the Agent liable for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.

The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the Fee schedule or any revision of the Fee schedule as notified to the Landlord in accordance with this agreement.

The Agent will not be liable for any loss or damage suffered by the Landlord via the act, negligence and omission of any third party which may arise, otherwise than through the negligence of the Agent.

The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall on demand.

The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties.

The Landlord will pay, reimburse and indemnify the Agent for all costs incurred by the Agent, however they may arise or incurred by the Agent, in order to keep the Property compliant with the law.

To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

The Agent is entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility and utility management companies and any fees charged to tenants on the Landlords behalf. Details of such income received by the Agent will be provided to the Landlord on request. The Agent has a policy not to charge or receive commission or 'kick-backs' from contractors. We do not add a percentage or handling fee to the contractors invoices and we do not charge contractors a fee for working with us.

Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this agreement, or on the Landlord's instructions.

Maintenance

The Landlord agrees to provide the letting property in good, clean and lettable condition, the garden is neat and tidy for the season and that the property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. All appliances and goods are in full working order, serviced and have safety instructions for use.

The Landlord agrees to make the Agent aware of any ongoing maintenance problems. The Agent is not responsible for any latent (hidden) defect in the Property.

Subject to a retained maximum expenditure limit (UK landlords: £300, overseas landlords: £400) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the property (although the administration of major works or refurbishment will incur an additional charge - see Scale of Fees). 'Retained maximum

expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord. For expenditure in excess of this, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual necessity where all endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified.

The Agent is not liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by the Agent unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work. The Agent will not be responsible as part of the regular management of the Property for the supervision or management of any major building work or refurbishment of the Property unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.

It is the Agent's policy not to charge or receive commission or 'kick-backs' from contractors. We do not add a percentage or handling fee to the contractor's invoices and we do not charge contractors a fee for working with us.

Keys

It is usual practice for the Agent to hold a key for your property. All keys are security coded and we do not release the keys to prospective tenants. When we visit your property it is our responsibility to ensure that the property is secure at the end of our visit, however we cannot accept responsibility for the disconnection of services should you vacate the premises nor for the security of the property at any other time.

When the Property is let, the tenant will be supplied with two sets of keys and the Agent will retain a spare set.

Council Tax

Payment of Council Tax is normally the responsibility of the tenants in the property.

In some circumstances the Landlord will still be responsible: where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO). Following an Upper Tribunal decision in December 2013 the landlord can be liable for council tax if the tenant moves out early from a statutory periodic of less than six months duration.

If the attic or loft space is locked preventing the Tenant from having access then the Landlord will be liable for the Council Tax.

Services – gas, water and electricity etc – Part and Managed Only

The Agent will take meter readings whenever possible at each change of occupation in the property and inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the tenant's or Landlord's behalf.

The Agent will not arrange for the telephone or internet services to be changed – unfortunately the Data Protection Act and individual service suppliers contracts make this impossible for us to manage.

The Agent will not arrange for the post to be re-directed and so Landlords should take care to inform all parties (e.g. banks, clubs, societies etc.) of their new address.

Insurance

The Landlord is responsible for the property being adequately insured and that the insurance policy covers the situation where the property is let. Buildings Insurance is always the responsibility of the Landlord.

It is the Landlord's responsibility to advise the agent of any changes which may occur to the conditions of cover. The Agent would normally help in the administration of any claims arising during the period of management where the Property is being managed (i.e. this only applies to properties under the "Management Service") and subject to an additional charge for major works (see "Maintenance") subject to the restrictions of the Data Protection Act.. The Landlord shall also be responsible for ensuring that they are insured for other risks which they may be exposed to, ie rent guarantee, legal expenses etc.

The Agent is a registered introducer to Rightmove who offer a range of insurance policies tailored for landlords and tenants.

Policies available include landlords building insurance, landlords contents insurance and legal and rent protection

Safety Regulations including gas safety, fire alarms and carbon monoxide

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation) & (Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 2016
- Plugs and Sockets (Safety) Regulations 1994
- Smoke and Carbon Monoxide Alarm Regulations (2015)

The Landlord confirms that they are aware of these obligations. Information leaflets are available from the Agent to help the Landlord assist with compliance. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with above regulations and other/new regulation which may be introduced at a later date. The Landlord agrees to repay the Agent costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the property to fire and appliance safety standards.

It is a legal requirement to carry out an annual gas safety record on all gas appliances. The Landlord must remember that it is their responsibility to ensure that the gas appliances within a property are checked annually by a qualified Gas Safe Register engineer and that the property is at all times covered by an appropriate gas

safety record. A current gas safety record must be produced and given to the tenants before the commencement of a tenancy agreement. If the Landlord is unable to provide one at the start of the tenancy, the Agent will arrange for the gas safety record and the cost will be charged to the Landlord's account.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 stipulate that all rental properties must have a satisfactory Electrical Condition Report at the commencement of the tenancy.

Portable Appliance Testing (a PAT test) of freestanding electrical items such as cookers, washing machines, and microwave cookers is strongly recommended in order to comply with the General Product Safety Regulations.

For Part and Managed properties, unless instructed otherwise the Agent will arrange for the gas safety record to be renewed on the Landlord's behalf and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

The Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide detector in each room where there is a solid fuel burning appliance or gas appliance. Where these alarms are not present the Agent can arrange for the fitting of the alarms at the Landlord's expense. The landlord is responsible of the maintenance of these alarms throughout the tenancy.

Legionella

Legionnaires is a pneumonia like disease commonly caused by the inhalation of small droplets of contaminated water. Landlords are required to assess and control the risk to tenants but this does not require an indepth detailed assessment. Control measures that landlords should take include: flushing out of the water system before it is let especially if the property has been empty for an extended period of time, ensuring that cold water tanks have a tight lid to prevent debris entering, setting control parameters to boilers and heaters to ensure water is stored at the correct temperature, removing any 'deadend' or unused pipework and ensuring that shower heads are clean.

The Health and Safety Executive (HSE) does not recognize a 'Legionella Test Certificate' and health and safety law does not require landlords to obtain or produce one.

More information can be found at hse.gov.uk/legionnaires

Taxation and Overseas Residents

Rental income is normally subject to taxation.

Legitimate expenses such as our management fees, mortgage interest (but not capital repayments) , maintenance and repairs can be off set to reduce the tax payable. It is the Landlords responsibility to inform the HM Revenue and Customs (HMRC) of any income received and expenses. This is normally done via an annual self-assessment tax return. The Agent will comply with all requirements of HMRC which can include making an annual declaration to them of all rents collected on behalf of landlords.

When letting property and collecting rents for landlords overseas, the Agent is obliged by the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless

the Landlord has specific approval from HMRC to receive the rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the HMRC. A standard annual charge will be made for this work and reasonable administration expenses may be charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities.

The Agent will supply duplicate rental statements free of charge. The Agent can supply an annual statement which details the income and expenditure for a fee as shown in the Fee schedule. There is no charge for the annual statement for those properties that are on the Full Management agreement.

In many cases, Landlord's tax liability is minimal when all allowable costs are deducted.

Fees paid by prospective tenants and tenants

The Tenants Fees Act 2019 restricts Landlords and Letting Agents from taking fees from tenants or guarantors in connection with a tenancy agreement.

When a tenant applies to take a tenancy they will be asked to pay a Holding Deposit which is equivalent to no more than one weeks rent which will be held in accordance with the Tenant Fee Act 2019. In certain circumstances, the Letting Agent is allowed to retain this deposit.

The Landlord agrees that the Agent can keep any fees paid by the tenant. The full list of fees payable by the tenant is available on our website.

The Tenancy Agreement

Our Management, Part Management and Let Only Service includes the preparation of an appropriate tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society (if required).

The tenancy agreement used will usually be an **Assured Shorthold Tenancy Agreement (AST)**, This is normally for an initial fixed period of six months or twelve months and then continues as a periodic tenancy thereafter monthly. In some circumstances, for instance if letting to a company, a Contractual Agreement will be used instead.

Should the Landlord, advisors or mortgagees require amendment of the contract or require that the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and the rental market permits.

Tenancy Renewals

We do not charge either the Landlord or the Tenant any fees to renew or extend a tenancy agreement.

Deposits

The 2004 Housing Act stipulates that deposits must be protected within one of the regulated 'Tenancy Deposit Protection' schemes.

Under the schemes:

- deposits will be protected during the tenancy;
- where there is no dispute at the end of the tenancy, deposits will be returned promptly;
- where there is a dispute about the return of the deposit it will be dealt with fairly by the schemes' adjudicator.

Upon signing the tenancy agreement, the Agent will take the deposit from the Tenant in addition to any rent due. The purpose of the deposit is to protect the Landlord against damage/loss to the property during the tenancy itself.

The Tenant Fees Act 2019 specifies the maximum size deposit that can be held to five weeks.

All deposits will be protected by **The Deposit Protection Service (The DPS)**

The Deposit Protection Service is the Government backed custodial scheme. Full details are to be found at www.depositprotection.com.

The deposit is held by the DPS and not by the Agent.

Should any dispute arise the Agent will try and assist in resolving any dispute.

It should be remembered that the deposit monies belong to the Tenant and that the Landlord does not have an automatic right to this money without either the agreement of the Tenant or an instruction from the DPS.

If a dispute cannot be resolved by the Agent it will need to be referred to the DPS which has an independent and free Alternative Dispute Resolution service. The decision of the DPS will determine how the deposit is returned and the Agent is obliged to follow their instructions.

If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.

Inventory

A correctly compiled property inventory is invaluable to a Landlord, Tenant and Letting Agent.

Although it is not compulsory to have an Inventory, in real terms it is vital to have one to help resolve disputes at the end of a tenancy.

The standard inventory will include all removable items in the property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Heavy items will not be moved – for example wardrobes, and mattresses. A brief description of gardens, garages and sheds/outbuilding will be recorded and included where reasonably possible.

Landlords should not leave any articles of exceptional or sentimental value in the property without prior arrangement with the Agent. It is strongly recommended that landlords do not store anything on the property once let.

Attics or inaccessible cellar areas will not be included.

Attics or loft spaces should not be locked to prevent tenants having access to them.

Periodic Visits

Under our Management Service and Part Management Service, the Agent will normally carry out periodic visits to the Property and send a report to the Landlord. This is usually carried out every four months or six months as deemed necessary.

It is not the intention to check every item on the inventory at this stage; the visit is concerned with verifying the good order of the tenancy (ie: the house being used in a 'tenant-like' manner) and the general condition of the property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas without moving furniture, rugs etc). Please note that periodic visits are carried out during daylight hours if possible, on the understanding that the tenant will allow us to visit, and may not always include garden areas. Attics or inaccessible cellar areas will not be included in maintenance visits. If a visit was felt to be unsatisfactory, a more detailed inspection would be generally made.

The visit and report can only be regarded as a general oversight of the Property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported on.

Please note that the Agent nor the Landlord has an automatic right to enter the Property. If the Tenant chooses to deny access there is nothing that can be done without a court order.

Following the departure of tenants at the end of the let, a final visit of the property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this visit but some checks will be made i.e. lighting. A qualified contractor should be appointed by the Landlord for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord together with any recommended deductions or replacement values.

The Agent is not responsible to manage or visit the Property when it is not let.

Tenants Receiving Housing Benefit

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the property under this Agreement.

Legal Proceedings

The Agent will use its best endeavors at all times to collect rents or other charges due from the tenant. The Agent is not liable for any arrears nor any legal or other costs incurred by the Agent or Landlord or any other party in respect of the recovery of such arrears.

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly.

A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In the event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs. Insurances can be taken out.

The Agent will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for this work is our hourly rate specified in the Fee schedule

The Agent will notify the Landlord of any notices the Agent receives in relation to the Property

Termination of this Agreement

This Agreement may be terminated by either party by way of one months' written notice or sooner by mutual agreement giving time for the orderly handover of the Property.

We charge a fee of £200 to transfer the tenancy file and deposit.

Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to begin the process of ending an assured shorthold tenancy agreement is a minimum of two calendar months. This notice needs to be given even in the case of a fixed term tenancy which is due to expire.

The Agent will not be able to transfer the deposit without the written agreement of both the Landlord and the Tenant. The Agent will also need to be satisfied that the deposit will be properly re-protected after being handed over.

The Landlord has a right to cancel this agreement within the fourteen day 'cooling off period' that begins on the signing of this agreement. This right to cancel does not apply to agreements signed at our office or returned to us in the post. If the Landlord exercises this option they will be liable to pay us a reasonable sum for any work we have carried out - for example the taking of photograph, getting keys cut and commissioning an Energy Performance Certificate. If a ready willing and able tenant has been found, this could be as much as the Let Only fee plus other expenses incurred, such as the gas safety record.

Instructions to the Agent

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting will be confirmed to the Agent in writing or by email to lettings@falconproperty.com. If emailed the Landlord must keep proof of delivery.

Where the Landlord consists of more than one person or entity, the Agent will accept instructions from any one of the persons or entities.

Letting Rights of Falcon Lettings

It is agreed that only the Agent may let the property and be given an opportunity to find a suitable tenant for a period of six weeks. If the Agent is dis-instructed within this period a reasonable fee will be charged for the work we have carried out

Marketing

The property will usually be advertised on the following websites: falconproperty.com, [on the market.com](http://onthe market.com), rightmove.co.uk and zoopla.com

Our normal company practice is to have a To Let board outside all of our properties while advertising for a tenant and until they have moved in. However, it is not a requirement and if you would rather not have a To Let board please let us know and we can take it away. Under the Town & Country Planning Advertisement Regulations, only one board may be erected outside your property without planning permission.

It is a legal requirement that all properties have an Energy Performance Certificate (EPC) when they are made available for rent. The Agent will arrange for an EPC at the Landlords expense as set out in the Fees schedule. An EPC lasts for 10 years unless improvement works to the Property are carried out which would have an affect on the thermal/running costs of the Property at which time a new EPC would have to be produced on a tenancy renewal or new tenancy,

End of Tenancy Disputes

For Managed tenancies the Agent will attempt to resolve any end of tenancy disputes. In the event of not being able to do so the dispute will be handed over to the Deposit Protection Service for adjudication. Their decision is binding on all parties.

For part managed tenancies, it is the responsibility of the landlord to resolve any tenancy disputes. When instructed, we will carryout a Check Out Report on payment of our fee a listed in the schedule. Submission of evidence to the Deposit Protection Service is chargeable as per the schedule of charges.

Most disputes revolve over the interpretation as to what is 'fair wear and tear'

The two starting points are:

- Tenants are not responsible for any damage caused by 'the reasonable use of the property' (eg carpet gets worn from people walking on it) or 'the ordinary operation of natural forces' (eg age, sunlight etc)
- The landlord has a statutory obligation for the repair of the property.

In considering the claim the adjudicators will make an allowance for:

- Original age, quality and condition of the property at the commencement of the tenancy
- Average useful lifespan
- Reasonable expected usage of an item
- Number and type of occupants in a property
- Length of the tenants occupancy

The Landlord is not entitled to charge his tenants the full cost for having any part of his property returned back to the condition that it was at the start of the tenancy. 'The Landlord and his agent has a duty to adopt the most reasonable approach and the tenants deposit is not to be used like an insurance policy where you might get full replacement value/new for old.'

There is a duty to mitigate loss. Items will be repaired rather than replaced, cleaned rather than renewed and compensation awarded (for example: for small burn marks compensation is based on the size and position of the burn rather than replacing the whole).

Betterment is to be avoided and if an item is of an age where it would normally need replacing it's value would be nil and no compensation would be paid.

ARLA Usual life Expectancy Guides

Decoration:

Hall, Landing Stairs	between 2 to 3 years
Living Rooms	approximately 4 years
Dining Rooms	between 5 to 6 years
Kitchen and Bathrooms	between 2 to 3 years
Bedrooms	approximately 5 years

Carpets

Budget Quality	between 3 to 5 years
Medium Quality	between 4 to 6 years
Top Quality	up to 20 years

White Goods

Washing Machines	between 2 to 5 years
Cookers/Hobbs/Ovens	between 2 to 6 years
Fridges/Freezers	between 5 to 8 years

Compensation for damage is normally based on a depreciating scale depending on the life expectancy of an item. So for a ten year old top quality carpet the best one could expect would be half its value. An eight year old cooker would be considered to have nil value!

[This guidance is based on information from the Deposit Protection Service and ARLA]

Problems and Complaints

It is never good business sense to offend and upset our customers!

However, we know there are times when we seem to do just that. If we do upset you, please speak to us and we will try and rectify the problem.

If you cannot resolve the issue directly with the lettings team then please contact either of the two owners of Falcon Lettings: John Coulton who oversees the lettings department day to day or David Vernon who oversees the sales department day to day.

john@falconproperty.com or david@falconproperty.com

We have a written complaints procedure which is available on request.

To help us in the day to day running of the business all telephone calls are recorded

The Property Ombudsman (TPO) and ARLA

We are members of the TPO, and ARLA – the Association of Residential Lettings Agents.

As such we try and abide by their rules and Code of Practice. One of their rules is that we must tell you we are members! We also have to tell you that we have a written complaints procedure which is always available and similarly, copies of their Code of Conduct are available too.

All money received is placed in protected Clients Accounts which means that it is not used for the day to trading of Falcon. Client Money Protection Insurance is provided by ARLA.

General Data Protection Regulations

By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful rental and/or property management services.

The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information –

- Names and addresses
- Contact telephone numbers
- Email addresses
- Personal identification information and documentation
- Bank details
- Information about the property

In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.

We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.

Your information will not be passed to a third party not listed below without obtaining your consent.

Specifically, we will hold and use your information in the following manner–

Identification Details – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

Prospective Tenants – Basic information about your property will be held. This information will include the property details we produced and any information you provide to us in a property information questionnaire. It will be provided to anyone who makes an enquiry about potentially viewing or letting your property.

Viewings – We will organise viewings on your behalf, to suit you, the viewer and any tenant who may be residing at the property. Where we are conducting the viewing for you, it is important that you check your property prior to the viewing to ensure that any personal information you would not wish a viewer to see is removed.

Negotiating with prospective tenants – We will negotiate with prospective tenants. This process will involve providing potential tenants with relevant personal information to facilitate a successful negotiation.

Tenancy Applicants – We will deal with applicants to ensure we provide you with appropriate information to decide on the acceptability of the applicant. This will involve providing you with relevant and necessary personal information about the applicant. You should ensure that you treat any information we provide to you as confidential and it must not be passed on or shared with any other person or business.

Tenants – Once a tenancy is agreed we will provide the tenant with your personal contact information, as there is a legal requirement to do this.

Sub-Contractors – We may sub-contract out some of the services we provide to you under this agreement, such as photography, accompanied viewings, erection of TO LET boards, inventory checks and property inspections during tenancies. A list of the third party sub-contractors is available on request.

Contractors – We hold a list of preferred contractors who we may use to provide services to you at the property we are marketing and/or managing. We may obtain estimates / quotes for work from these

contractors and we may instruct them to carry out work on your behalf. To do this we will provide the appropriate personal information they need to provide the required services. A full list of these contractors is available upon request.

Utility suppliers – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

Your details may be added to our mailing list and we may send you information regarding other relevant services we can provide to you. You will be able to unsubscribe to these emails at any time.

We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us should they believe they have a claim is 6 years.

If you would like to contact us regarding any data issue, please contact John Coulton on telephone number 01752 600444 or email john@falconproperty.com

You have the following rights relating to the information we hold on you –

- a The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- b The right to be informed;
- c The right of access;
- d The right to rectification;
- e The right to erasure (also known as the 'right to be forgotten');
- f The right to restrict processing;
- g The right to data portability;
- h The right to object.

Time periods – We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us, should they believe they have a claim, is 6 years.

More information on how we hold and process your data is available on our website www.falconlettings.com

More information on your rights is available at www.ico.org.uk

Additional Items and Variations

The Terms of Business may need to be changed from time to time to reflect changes in legislation and specific items. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments by written notification to the Agent within fourteen days of receipt. The Agent will give the Landlord at least one month's notice of any changes.

Fees will be reviewed annually.

It is the Agent's policy not to charge or receive commission or 'kick-backs' from contractors. We do not add a percentage or handling fee to the contractor's invoices and we do not charge contractors a fee for working with us. We reserve the right to review and amend this policy due to commercial considerations and will notify the Landlord should this policy change.

The Agent reserves the right to assign this contract to a third party.

This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.

The Agent is required to be registered for the purposes of the Data Protection Act

The Landlord gives consent to their personal data being given to tenants, contractors, enforcement agencies, insurance providers, utility providers and management companies, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.

How referencing will protect your investment

Every day landlords across the UK lose thousands of pounds through unpaid rent, malicious damage caused by tenants and expensive tenant eviction procedures.

Choosing the right letting agent to let your property is a big step in preventing this from happening to you.

We believe that finding the right tenant is better than finding a tenant fast.

Finding the right tenant is part 'feel' and part 'data' driven.

Feel comes from experience - do we get a good feeling about these people? Would we let our home to them? Feel starts from the first point of contact.

Data is where we collect information about your tenant. Every tenant is pre-screened before they are invited to view your property and is the first point of selection process.

Once we've identified a tenant we think could be suitable for your property we'll discuss this tenant with you. It's your property and it's going to be your tenent so we want you to be happy. The decision is ultimately yours.

The next step is referencing. We use the referencing service provided by Rightmove.

We work with Rightmove for two reasons:

- The depth and intelligence of the Rightmove referencing process is unique, and is crucial in identifying possible problem tenants or instances where potential tenants are being deceitful.
- The speed and proactivity Rightmove applies to checking your potential tenant means that you and your letting agent will know very quickly if someone is right for your property.

THE IMPORTANT CHECKS AND INFORMATION

Using information gathered directly from your potential tenant Rightmove carry out checks including:

- Verifying income with employers, accountants, banks and/or benefit offices.
- Checking that the rent/income ratio is appropriate.
- Confirming that the tenant's income is going to remain stable for the foreseeable future, and is not likely to cease or reduce significantly.
- Ensuring that the tenant has no bankruptcy against their name, no IVAs and no unsatisfied CCJs and no CCJs whatsoever in the previous 24 months.
- Verifying that the tenant has lived where they say by searching the electoral role and credit history records.
- Checking with previous landlords that the tenant has conducted themselves properly in previous tenancies.

Rightmove will provide a collated report and final result for you to review with either an "Accept" or "Fail."

Rent and Legal Protection with Falcon Lettings

Up to £50,000 per insured incident for
legal costs and expenses;
rent arrears up to vacant possession;
Alternative accommodation costs up to £5,250;
Storage costs up to £450.

Repossession

Pursuing your legal rights to obtain possession of your property from the tenant.

Rent Protection

Where we are covering your claim for repossession, the insurer will pay:
Unpaid rent up to the limit of indemnity until vacant possession is gained;
50% of the monthly rent that would have been payable for a maximum of 3 months until your property is ready to be re-let, if your property cannot be immediately re-let due to neglect or damage caused by your tenant.

Rent Recovery

Pursuing the tenant to recover rent owed to you under a tenancy agreement.

Alternative Accommodation and Storage Costs

Where the tenancy agreement has ended and you are seeking possession of your property for you to live in it, the insurer will contribute towards the cost of alternative accommodation for you and the storage of your personal possessions for a maximum of 30 days.

Damage to Your Property

Pursuing your legal rights against the tenant or another party who has directly caused damage to your property and its contents.

Nuisance and Trespass

Pursuing your legal rights:
in a dispute relating to a legal nuisance or trespass which interferes with the use, enjoyment or right over your property;
to evict anyone who is not your current or former tenant from your property.

Defence of Criminal Prosecutions

Defending your legal rights if an event arising from your letting of your property leads to:
pre-charge – interview by the Police or other prosecuting authorities where suspected of committing a criminal offence;
prosecution in a criminal court.

Contract Disputes

Pursuing or defending disputes arising from a breach or alleged breach of a contract for the buying or hiring in of goods relating to your property or the buying or hiring in of services relating to the repair, maintenance or renovation of your property.

Tax Enquiries

Representing you in an HMRC investigation into your personal tax affairs.

Witness Expenses

Lost salary or wages for the time you are off work to attend court for a claim under this insurance.

Personal Legal and Tax Advice Helpline

Confidential telephone advice on personal legal or tax matters under UK, Isle of Man or Channel Islands law.

Counselling Helpline

Confidential telephone counselling service on matters causing distress

Falcon Lettings provide a Rent Guarantee & Legal Expenses Service to landlords

The service is designed to protect you against loss of rent if tenants become unable to pay and against the legal costs of removing tenants who are not fulfilling their obligations under the tenancy agreement. The service is underwritten by an insurance policy which Falcon Lettings purchase from Rightmove. Rightmove is authorised and regulated by the Financial Conduct Authority. The Rent Guarantee and Legal Expenses service provided by Falcon Lettings to you is contingent upon the Rightmove Rent Guarantee and Legal Expenses insurance which Falcon Lettings hold with Rightmove.

The Service:

1. Falcon Lettings will purchase Rent Guarantee and Legal Expenses insurance from Rightmove. If the tenant(s) of your property falls into two months of arrears Falcon Lettings will initiate the claims process with Rightmove.
2. Upon initiation of the claims process Rightmove will assess the claim.

If accepted under the terms of the insurance policy, Rightmove will commence legal action against the tenant(s) to achieve vacant possession of the property and Rightmove will pay Falcon Lettings any and all rent arrears owed by the tenant including the initial two months of unpaid rent. Rent will be paid 30 days in arrears until vacant possession has been gained or until twelve months of rent have been paid by Rightmove, whichever is sooner.

3. Upon receipt of payment from Rightmove, Falcon Lettings will pay you your rent in a reasonable time scale. Payments from Falcon Lettings to you will be subject to any deductions and charges agreed in the Agency Agreement and sums falling due to Falcon Lettings.
4. In the event of payments being made by Rightmove to Falcon Lettings, all rights of the Landlord to recover such sums paid shall be, and by signing the agency agreement are authorised to be, subrogated to Falcon Lettings (in the name of the Landlord if necessary or expedient).
5. Upon the termination of the tenancy and upon gaining vacant possession of the property, the deposit will be used for dilapidations in the first instance and any remaining money within the deposit will be paid to Rightmove to offset any rent arrears.

Letting Only Service

This is our tenant find service.

A deposit will be taken at the start of the tenancy (which will be registered with the appropriate Tenancy Deposit Protection Scheme) along with the first month's rent in advance which will be transferred over to your named account with our fee already deducted. The Agent will provide the Tenant with contact details for the Landlord.

The Landlord must remember that it is their responsibility to ensure that the gas appliances within a property are checked annually by a qualified Gas Safe Register engineer and that the property is at all times covered an appropriate gas safety record. The Landlord is also responsible for the ongoing immigration checks.

The fees are payable at the commencement of the Tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the tenant leaves prior to the end of the term of the Tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

It is strongly recommended that the Landlord as an up to date Inventory. Without one it is virtually impossible to win any claim against a tenant in a damages dispute at the end of the tenancy.

An inventory can be organised at an additional cost depending upon the size of the property.

Letting Service Fee 75% of the first months fee subject to a minimum of £600 inc vat

Inventory Fees:

One bedroom property	£ 125	(£104 plus vat)
Two bedroom property	£ 175	(£145.83 plus vat)
Three plus bedroom property	£ 200	(£166.67 plus vat)

Tenant Check In

Included

Land registry search to confirm ownership

£ 10

Anti Money Laundering check

£ 20 per landlord

Deposit Registration

£ 36

Our fees are inclusive of VAT at the appropriate rate (currently 20%) unless otherwise stated.

Letting Only Schedule

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up references using a credit referencing agency to include a credit profile, employers reference and previous landlord reference where possible. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
4. Preparing the appropriate Tenancy Agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the Agreement where necessary at the end of the Term.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and Tenancy Agreement.
6. Informing the Landlord of any obvious safety precautions.
7. Initial Right to Rent check

Additional Items and Expenses

Serving of Notices	£ 250
Inventory Check Out	£ 150
Land registry search to confirm ownership	£ 10
End of tenancy disputes	£ 250
Sale pack – liase with solicitors on sale of tenanted property	£ 250
Energy Performance Certificate	£ 100
Organising the EICR	£ 30 plus cost of the report
Smoke and Carbon Monoxide Alarms (Supply and Fit)	From £ 25 per alarm

Processing fee of 2.5% of any payment taken from the tenant by credit or debit card.

Part Management Service

The Part Management Service is for landlords who are happy to work with their tenants to carryout any repairs and maintenance that arise during the tenancy. We will collect the rent every month and will also carryout half yearly property inspections. We will also co-ordinate the annual gas safety inspection once the tenancy has started.

At the end of the let, the landlord would normally carryout the check out and advise us of any deposit deductions.

Tenancy Set Up Fee	£ 500	(£416.67 plus vat)
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Inventory Fee paid at the start of the tenancy:

One bedroom property	£ 125	(£104 plus vat)
Two bedroom property	£ 175	(£145.83 plus vat)
Three plus bedroom property	£ 200	(£166.67 plus vat)

Land registry search to confirm ownership	£ 10
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Anti Money Laundering check	£ 20 per landlord
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Deposit Registration	£ 36
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Monthly Fee	8% inc vat of the monthly rent. (6.67% plus vat)
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Maintenance Visits	Two per annum included
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Schedule of Services for Part Managed

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up references using a credit referencing agency to include a credit profile, employers reference and previous landlord reference where possible. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
4. Preparing the appropriate Tenancy Agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the Agreement where necessary at the end of the Term.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and Tenancy Agreement.
6. Informing the Landlord of any obvious safety precautions.
7. Right to Rent checks
8. Advising service companies (electricity, gas and water) of meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy. We will also advise the relevant local authority with regards to council tax liability.
9. Preparing an inventory before the commencement of the tenancy with relevant supporting photographs
10. Taking a deposit from the tenant, to be held by the Deposit Protection Service.
11. Collecting the rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred for the period.

Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
12. Making payments on behalf of the Landlord from rents received for costs in managing the property.
13. Ongoing immigration checks that may be needed during the duration of the tenancy
14. Half yearly maintenance visit
15. Co-ordinating the annual gas safety certificate
16. Rent and Legal Protection (subject to paying an additional premium)
17. Co-ordination of the repair and maintenance of the property is the responsibility of the landlord.

Falcon can carryout this function if the landlord requests us to do this on an occasional basis subject to paying an additional fee based on our hourly rate.
18. Holiday flexi service – available for landlords for when they go on holiday or are unable to carryout their maintenance responsibilities. This must be agreed in advance.

19. Rent smoothing - acceptance of rent payments via credit/debit cards to help ensure rent arrears/delayed payments are kept to a minimum. Processing fee of 2.5% of any payment taken from the tenant by credit or debit card.
20. Any extra or unforeseen works need to be undertaken this will be charged at a rate of £50 per hour unless another fee has been agreed by prior arrangement

Additional Items and Expenses

Rent and Legal Protection	3.5% of the monthly rent (£27.50 per month min fee)
Serving of Notices	£ 250
Inventory Check Out	£ 150
Visits to empty property other than for viewings:	£ 50
End of tenancy disputes	£ 250
Sale pack – liase with solicitors on sale of tenanted property	£ 250
Energy Performance Certificate	£ 100
Organising the EICR	£ 30 plus cost of the report
Smoke and Carbon Monoxide Alarms (Supply and Fit)	From £ 25 per alarm
Exit Fee when transferring away from Falcon Lettings	£ 250
Redirection of mail overseas:	Cost of postage
End of year statement:	No charge
Duplicate statement:	No charge
Renewal of tenancy agreement (with existing tenant):	No Charge
Tenancy Take over fee when transferring to Falcon Lettings	No charge

Processing fee of 2.5% of any payment taken from the tenant by credit or debit card.

Managed Service – our all inclusive service

The Managed Service is our most comprehensive level of service.

We call it our all inclusive service as it includes everything that you would expect from a letting agent in one fee.

The only extra would be the rent and legal protection.

This includes the co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received. We will also carry out property maintenance visits on a regular basis. At the end of the let we will complete an inventory check and deal with matters relating to unfair wear and tear before releasing the tenant's deposit.

Tenancy Set Up Fee	£ 500	(£416.67 plus vat)
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Inventory Fee paid at the start of the tenancy:

One bedroom property	£ 125	(£104 plus vat)
Two bedroom property	£ 175	(£145.83 plus vat)
Three plus bedroom property	£ 200	(£166.67 plus vat)

Land registry search to confirm ownership	£ 10
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Anti Money Laundering check	£ 20 per landlord
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Deposit Registration	£ 36
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Rent and Legal Protection	3.5% of the monthly rent (£ 27.50 per month min fee)
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Monthly Fee	14% of the monthly rent (including VAT) (11.67% plus vat)
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Maintenance Visits	Two per annum included
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Inventory Check Out at end of tenancy	No Charge
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Schedule of Service for the Managed all inclusive service

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up references using a credit referencing agency to include a credit profile, employers reference and previous landlord reference where possible. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
4. Preparing the appropriate Tenancy Agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the Agreement where necessary at the end of the Term.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and Tenancy Agreement.
6. Arranging the necessary annual safety checks for gas and electrical appliances.
7. Informing the Landlord of any obvious safety precautions.
8. Right to Rent checks
9. Advising service companies (electricity, gas and water) of meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy. We will also advise the relevant local authority with regards to council tax liability.
10. Preparing an inventory before the commencement of the tenancy with relevant supporting photographs
11. Taking a deposit from the tenant, to be held by the Deposit Protection Service until the end of the tenancy when the Property and contents have been checked for any unfair wear and tear.
12. Collecting the rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
13. Making payments on behalf of the Landlord from rents received for costs in managing the property.
14. Ongoing immigration checks that may be needed during the duration of the tenancy
15. Regular maintenance visits on a regular basis normally every four to six months
16. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.

Repairs upto £300 are automatically authorised (– avoids repeat visits which add to the otherall cost.)
17. Carrying out property maintenance visits to assist in the repair and maintenance of a property
18. Carrying out the end of tenancy inventory check out (at agreed cost) and dealing with matters relating to unfair wear and tear before releasing the tenant's deposit.
19. Submission of evidence to the Deposit Protection Service in the event of a dispute.
20. Annual statement of accounts on request.

21. Non resident landlords submissions to HMRC
22. Serving of all notices
23. Preparing evidence for Court Proceedings in the event of having to take action to evict a tenant or to claim arrears
24. Rent and Legal Protection (subject to paying an additional premium)
25. Rent smoothing - acceptance of rent payments via credit/debit cards to help ensure rent arrears/delayed payments are kept to a minimum. Processing fee of 2.5% of any payment taken from the tenant by credit or debit card.
26. Any extra or unforeseen works need to be undertaken this will be charged at a rate of £50 per hour unless another fee has been agreed by prior arrangement.

Additional Items and Expenses

End of year statement: (Free on Managed)	No charge
Duplicate statement:	No charge
Renewal of tenancy agreement (with existing tenant):	No charge
Serving of Notices (Free on Managed):	No charge
Submission of evidence for a deposit dispute (Free for managed)	No charge
Redirection of mail overseas:	Cost of postage
Visits to empty property other than for viewings:	£ 50
Obtaining estimates and supervision of major works:	10% of cost of work over £ 1,000
Energy Performance Certificate	£ 100
Organising the EICR	£ 30 plus cost of the report
Smoke and Carbon Monoxide Alarms (Supply and Fit)	From £ 25 per alarm
Exit Fee when transferring away from Falcon Lettings	£ 250
Tenancy Take over fee when transferring to Falcon Lettings	No charge
Sale pack – liase with solicitors on sale of tenanted property	£ 250

Processing fee of 2.5% of any payment taken from the tenant by credit or debit card. Our fees are inclusive of VAT at the appropriate rate (currently 20%) unless otherwise stated.

Acceptance

The terms and conditions of this Agreement may be varied by either party, but only with prior notice.

I/We instruct the agent to carry out the following services on the basis of the Terms of Business attached:

Please circle the service selected:

Managed Service

Part Managed Service

Let Only

Rent and Legal Protection

Yes/No

I/We also confirm that I am/we are the joint owners of the Property known as:

Property to be let:

Landlord's

Full Name(s):

Signed:

Date:

Signed:

Date:

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Signed on behalf
of Falcon Lettings: **Falcon Lettings**

Date:

Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

The Landlord has a right to cancel this Agreement if they so wish within fourteen days starting from the Date of Instruction. This right to cancel does not apply to agreements signed at our office or those agreements returned to us in the post.

If the Landlord exercises this option they will be liable to pay us a reasonable sum for any work we have carried out - for example the taking of photograph, getting keys cut and commissioning an Energy Performance Certificate

Such right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to Falcon Lettings at the address or email address below:

**Falcon Lettings
8 Mannamead Road
Mutley
Plymouth
PL4 7AA**

Email: lettings@falconproperty.com.

Cancellation Notice

To: Falcon Lettings

I/we [*] hereby give notice that I/we [*] cancel our appointment of Falcon Lettings to act as our Letting Agent made on the (please insert the date the Terms of Business was signed)

Address of Property:

Name:

Address:

Date:

[*] Please delete as appropriate

falconproperty.com 01752 600828 or lettings@falconproperty.com

8 Mannamead Road Mutley Plymouth PL4 7AA

Falcon Lettings is the trading name of David P R Vernon and John Coulton VAT No 526 9820 21

