

Acorn Property Solutions (Norfolk) Ltd

Letting Agency Agreement



Between **Acorn Property Solutions (Norfolk) Ltd** (Company registration No 12134848) of
29/30 Market Place, North Walsham, Norfolk, NR28 9BS
("the Agent")

and

LANDLORD's NAME(S) to include all joint Landlords as registered with Land Registry:
("the Landlord")

A.

B.

Landlord's residential address:
(current address and new address if applicable)

.....
.....

.....
.....

Postcode:

Postcode:

Tel:

Tel:

Mobile:.....

Mobile:

Email:

Email:

Joint parties: where a party consists of one or more person, or entity, the obligations apply to and are enforceable against them jointly and severally. This means that any one member of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations. Where there is more than one Landlord, the Agent requires that the Landlords must nominate a **Lead Landlord**. The Agent shall only be obliged to correspond with the Lead Landlord and that their instructions and decisions will be binding on all the Landlords. The joint Landlords all hereby agree that the following person has been nominated as the Lead Landlord:

Lead Landlord:

ADDRESS OF PROPERTY TO BE LET:

.....
.....
.....

Any excluded parts?

.....
.....

Postcode:

.....

The following (in conjunction with the Acorn Properties 'Full Scale of Charges' document supplied) form **the Terms of Business and Agreement** between Acorn Property Solutions (Norfolk) Ltd and the Landlord(s) specified above.

Definitions:

- The "Landlord", "you", or "your" means the person or persons named above as Landlord of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against 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 fulfil their obligations.
- The "Agent", "we" or "us" means Acorn Property Solutions (Norfolk) Ltd
- The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- The "Property" means the property noted above as the address of the property to be let including all outbuildings, grounds, fences, boundaries etc unless specifically excluded.

1. Service levels

1.1 Our Let-Only Service

- The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- The Agent will promote the Property in appropriate ways to find a suitable Tenant for the Property.
- The Agent will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing, portable appliance testing and a legionella risk assessment. All costs incurred will be borne by the Landlord, even if the Property is not actually let through the Agent.
- The Agent will arrange viewings with prospective Tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- The Agent will furnish prospective Tenants with the pre-tenancy prescribed information required; all proposed occupiers will be asked to complete an online application form giving information about themselves.
- After agreement with you that you are happy to accept the prospective Tenant(s) subject to agreed (chargeable) reference checks, the Agent will instruct their referencing company.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. For Let-Only Landlords the Landlord will be responsible for any subsequent work required under the Immigration Act.
- On receipt of acceptable references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy.
- The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory of the property at the move in.
- The Agent will sign-up the Tenant (signing all documents including the Tenancy Agreement on your behalf where appropriate) and collect any money due, giving the Tenant copies of appropriate paperwork.
- If a deposit is payable and requires protecting under the Housing Act 2004 rules then you will either need to have a custodial scheme account of your own and receive the deposit payment direct from the tenants, or you will have to pay the fee for Acorn Properties to arrange your deposit protection. In either circumstance we will not have any involvement at the end of the tenancy about the amount of the deposit to be refunded or any dispute with the tenant. We will only authorise for the return of the deposit as instructed by you. The tenant may or may not agree.
- For Let-only Service Landlords, the Agent will then send the Landlord rental monies collected, less agreed fees and expenses, and copies of the paperwork. This element does not apply to the following full-managed levels of service.

1.2 Fully-Managed Standard Service

In addition to the Let-Only Service items:

- The Agent will receive and protect any deposit payment with a relevant deposit protection scheme and will issue the tenant with the deposit prescribed information.
- The Agent will liaise with the Tenant on all ongoing day to day matters arising.
- The Agent will use its best endeavours at all times to collect rents or other charges due from the Tenant and will provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any rent arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid.
- The Agent will use its best endeavours to arrange non-urgent minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed).
- Repairs that are considered a Section 11 repairing obligation by the Landlord under the Landlord and Tenant Act 1985 will be undertaken immediately if funds permit without further consultation or reference to any prior agreed limit.

- The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- The Agent will make periodic visits to the property and send a report to the Landlord but such visits and reports can only be regarded as 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 upon.
- The Agent may take decisions regarding the Property or the tenancy on the Landlord's behalf without reversion to the Landlord where it is considered necessary to protect the Landlord's best interests or to protect the property.
- The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise should this be necessary. The Agent will not be liable for any legal or other costs incurred in any action against current or previous Tenants undertaken on the Landlord's instructions.

1.3 Legal Plus Fully-Managed Service

In addition to the Let-Only Service items and the Fully-Managed Standard Service items:

- The Agent will arrange and pay for a Legal Expenses insurance policy to pay for the costs of removing the Tenant from the property if their rent remains more than 2 months in arrears within the first 12 months of their tenancy. Cover to be as detailed Legal Cover document supplied. **Payments made under this guarantee insurance are subject to The Agent being able to claim on this insurance. The Agent does not take responsibility to pay any legal expenses costs if the insurer refuses to renew the insurance at the end of the term (even if the tenant is still in possession)** when the Management Service will automatically revert to the Fully-Managed Standard Service level.
- Subject to suitable insurance cover being available, this cover will be automatically renewed unless the Landlord notifies the Agent by giving 2 month's notice in writing that this part of the service is no longer required when the service will revert to the Fully-Managed Standard Managed Service.

1.4 Rent Plus Fully-Managed Service

In addition to the Let-Only Service items and the Fully-Managed Standard Service items:

- The Agent will arrange and pay for a Rent Guarantee and Legal Expenses policy to reimburse to the Landlord any rent unpaid by the tenants and to pay for the cost of removing the Tenant from the property if their rent remains more than 2 months in arrears within the first 12 months of their tenancy. Cover to be as detailed in the insurers' key facts documents supplied. **Payments made under this guarantee insurance are subject to The Agent being able to claim on this insurance. The Agent does not take responsibility to pay to the landlord any rent or legal expenses costs if the insurer refuses to renew the insurance at the end of the term (even if the tenant is still in possession)** when the Management Service will automatically revert to the Fully-Managed Standard Service level.
- Subject to suitable insurance cover being available, this cover will be automatically renewed unless the Landlord notifies the Agent by giving 2 month's notice in writing that this cover is no longer required when the service will revert to the Fully-Managed Standard Managed Service.

1.5 All levels of service

- The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property. Furthermore, the Landlord will particularly inform the Agent in writing of any limitations or actions that need to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

2. The Landlord agrees and confirms:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is legally authorised by the owner to enter into this agreement and is entitled to receive the rental income.
- 2.2 That the Agent is appointed as Agent for the Landlord on the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's 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.
- 2.4 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.

- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be clean prior to letting and any garden is neat and tidy for the season.
- 2.7 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.9 That if the Property is leasehold the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.10 That a Director of Acorn Property Solutions (Norfolk) Ltd, the Agent, may sign any tenancy agreement, statutory notice or any relevant documentation for and on behalf of the Landlord.
- 2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and one carbon monoxide alarm in every room with a solid fuel burning appliance or where the gas engineer requests the fitting of a carbon monoxide alarm as a condition of their gas certification. If these are not present, the Agent will arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible 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.
- 3.2 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.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective Tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 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.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will arrange for periodic testing of gas and electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

4. Financial matters:

- 4.1 The Landlord will indemnify the Agent (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.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out in the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 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 upon demand.
- 4.4 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 rental market permits.
- 4.5 The Agent shall be 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 companies, contractors and any fees charged to Tenants earned while acting on the Landlord's behalf in accordance with the Scale of Charges attached. Details of any such income received by the Agent can be provided to the Landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.

- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If the Agent takes a holding deposit on the Property from a prospective Tenant, if the prospective Tenant should default, these funds will be used to reimburse the Agent's costs and expenses.
- 4.12 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004.
- 4.12.1 If the deposit is required to be protected by the Housing Act 2004 then the Agent will register the deposit with a relevant deposit protection scheme in accordance with Appendix C. Where applicable, the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.
- 4.12.2 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
- 4.12.3 The Agent will try and assist in resolving any dispute where the property has been fully-managed by the Agent.

5. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix B below.
- 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
- 5.1.2 If a ready willing and able Tenant has been found, this could be as much as the Let-only Service fee plus other expenses incurred, such as the gas safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Managed Services only), the Landlord may do so by writing to the Agent giving 2 months notice to allow for the orderly handover of the Property.
- 5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied it will be properly re-protected after being handed over.
- 5.2.2 In the event of cancellation during a tenancy the minimum fee that would be payable is the Let-only fee plus other costs incurred, including a reasonable fee for the time that a management service has been provided.
- 5.3 If the Agent wishes to end this agreement at any stage the Agent will write to the Landlord giving 2 months notice to allow the Landlord time to appoint another agent.
- 5.4 Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various

- 6.1 It is agreed that the Agent will review annually, and may from time to time vary, the terms of this agreement and the Scale of Charges in writing. 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. At least one month's notice will be provided.
- 6.2 The Contacts (Rights of Third Parties) Act 1999 will not apply to this agreement.

7. Data Protection

- 7.1 The Agent is required to be registered for the purposes of the Data Protection Act with the Information Commissioners Office (ICO).
- 7.2 The Landlord confirms receipt of the Acorn Properties Data Information Notice for Landlords. This gives consent to your personal data being given to Tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.
- 7.3 Where the Landlord is provided with personal data on their tenant(s) it is the responsibility of the Landlord not to share this with information with others and to keep this data secure. It is recommended that you do not hold any such data on a computerised system as this may require you to be registered with the ICO for data protection compliance.

If you wish to instruct us we can only proceed upon receipt of:

(a) this agreement duly signed;

(b) any documentation and information requested in Appendix A

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

- | | | |
|---|--------------------------|--|
| Full-Managed Standard Service | <input type="checkbox"/> | Registration fee* of £ + monthly management fee of 12% incl. VAT |
| Fully-Managed Legal Plus Service | <input type="checkbox"/> | Registration fee* of £ + monthly management fee of 14% incl. VAT |
| Fully Managed Rent Plus Service | <input type="checkbox"/> | Registration fee* of £ + monthly management fee of 16% incl. VAT |
| Let-only Service | <input type="checkbox"/> | Let-only fee of * £ (no ongoing services apply) |
| Deposit Protection Compliance | <input type="checkbox"/> | Fixed fee of £60.00 including VAT Applies to Let-only clients only |

* Fee to be adjusted in-line with rent achieved.
Excludes any property preparation fees incurred

May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts Regulations? If you agree we can, then you will be liable for our costs incurred if you decide to cancel.

(Please initial here to indicate your agreement)

Signed:

Landlord A. Print name:

Landlord B. Print name:

Signed by Agent: **Dated:**

For Acorn Property Solutions (Norfolk) Ltd

Please tick the box where applicable and complete the information required. Please speak to us if you would like our help with, or clarification of, any item.

	Yes	No
1. The Landlord will be responsible for notifying the insurer of the property that the Property is to be let. Please supply the name and address of your insurers and your policy number: Insurer: Policy No:	<input type="checkbox"/>	<input type="checkbox"/>
2. The Landlord(s) listed on the Agency Agreement is the legal owner of the Property, or is authorised to let the Property on behalf of the owners. Please supply a copy of any Power of Attorney if applicable. NB: A land registry title search will be conducted by the Agency. All the property owners therefore need to give their consent.	<input type="checkbox"/>	<input type="checkbox"/>
3. The Landlord will immediately inform the Agent if the Landlord instructs another firm to let the Property and/or if the Landlord finds other prospective Tenants to rent the property.	<input type="checkbox"/>	<input type="checkbox"/>
4. The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent. NB: This is important or we may not draw up your Tenancy Agreement correctly which may put you in breach of your lending conditions and/or you may incur additional costs if we have to draw up the documents again as a result. Mortgage Lender: Mortgage A/C No:	<input type="checkbox"/>	<input type="checkbox"/>
5. The Landlord confirms that a valid Energy Performance Certificate (EPC) has been provided to the Agent or the Agent has the Landlord's consent to arrange for an EPC prior to marketing the property.	<input type="checkbox"/>	<input type="checkbox"/>
6. The Landlord confirms that smoke detectors and/or carbon monoxide detectors are installed at the Property as required for legal compliance or that the Agent has the Landlord's consent to arrange installation of detectors as may be legally required.	<input type="checkbox"/>	<input type="checkbox"/>
7. The Landlord confirms that the Property is in compliance with the electrical safety requirements and a copy of the certificate has been supplied to the Agent, or that the Agent has the Landlord's consent to arrange such checks as may be legally required.	<input type="checkbox"/>	<input type="checkbox"/>
8. The Landlord confirms that the Property is in compliance with the Gas Safe requirements and that a copy of the current certificate has been supplied to the Agent or that the Agent has the Landlord's consent to arrange such checks as may be legally required.	<input type="checkbox"/>	<input type="checkbox"/>
9. Landlord confirms that any soft furnishings at the Property comply with the current fire safety regulations and that all non compliant furniture has been removed from all parts of the Property	<input type="checkbox"/>	<input type="checkbox"/>
10. The Landlord has received details of the relevant insurance products if subscribing to either the Legal Plus fully-managed service or the Rent Plus fully-managed service	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE 1 and 2 information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

- (a) The levels of service available to the Landlord can be found in Section 1 of this agreement.
- (b) The trading name of the company is Acorn Property Solutions (Norfolk) Ltd
- (c) The company can be contacted at:
29/30 Market Place, North Walsham, Norfolk, NR28 9BS
Telephone number: 01692 402019
Email address: team@acornprop.co.uk
- (d) and (e) We do not act on behalf of another trader
- (f), (g), (h) and (j) See attached "Scale of Charges"
- (k) See attached "Complaints Procedure"
- (l) The information on the right to cancel, and how to cancel, can be found in Appendix D of this agreement.
- (n) The costs involved with invoking a right to cancel can be found in Appendix D.
- (q) We have ongoing after sales service all available via our website or through contact details listed in (c) above.
- (r) We are members of **The Property Ombudsman**, Membership Number: **T03860**.

We are a member of **Propertymark Client Money Protection**, Membership number **C0132664**

- (s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2, 5.3, 5.4 of the main agreement.

Assured Shorthold Tenancy Deposits

- 1.1 If a Tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme. Deposit payments are limited by law to a maximum of 5 weeks rent.
- 1.2 The Landlord must give the Tenant and any relevant person (means the person who paid the deposit or any part of it on behalf of a Tenant) the 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
- 1.3 We are members of the Deposit Protection Service (DPS) and The Dispute Service (TDS), which are both government tenancy deposit protection schemes:

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA

www.depositprotection.com

Tel: 0330 303 0030



The Dispute Service Limited, West Wing, First Floor, The Maylands Building,
200 Maylands Avenue, Hemel Hempstead, HP2 7TG

www.tenancydepositscheme.com

Tel: 0300 037 1000



- 1.4 Unless you give us prior written instructions to the contrary before we receive the deposit, when we receive an AST deposit on your behalf, we will either transfer the deposit monies to the DPS and serve the prescribed information and comply with the initial requirements of the DPS on your behalf. Alternatively, we will retain the deposit in our deposit account, register the deposit with the TDS and serve the prescribed information and comply with the initial requirements of the TDS on your behalf.
- 1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a Tenant whose deposit is not protected. **A Tenant or any relevant person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit**, if the Landlord (or someone acting on the Landlord's behalf):
 - a) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
 - b) fails to provide the prescribed information within the Statutory Time Limit; or
 - c) notifies the Tenant or Relevant Person that the deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
- 1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of either one of the DPS or TDS Scheme's outlined above. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.
- 1.7 The Scheme rules are available to view and download from either www.depositprotection.com or www.tenancydepositscheme.com. A very important point for you to bear in mind is that the deposit can only be used at the end of the tenancy and if :
 - a) both Landlord and Tenant (and any relevant person) agree; or
 - b) the court orders us to do so; or
 - c) the DPS or TDS directs us to do so.

2 During the tenancy

- 2.1 The deposit will be held by either the DPS or by us under the terms of the TDS scheme.
- 2.2 Interest earned on the deposit will belong to the person entitled to it under the DPS Scheme Rules, or Acorn Properties.

3. Where there is NO dispute about the deposit at the end of the tenancy

- 3.1 At the end of an AST we will liaise with you to advise any deductions we have agreed with the Tenant at the check-out. If you wish to be involved in this decision then you will need to attend the check-out. Otherwise our decision as your Agent will be binding. For properties under full management (excludes Let-only properties even if the deposit is lodged by us with the DPS or TDS) we will help you to try and resolve any areas of dispute within a reasonable time, obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions (preparation % fee may be payable).
- 3.2 Once all parties have agreed how the deposit should be allocated we will either a) contact the DPS within 10 days to request that the deposit is reimbursed according to what has been agreed or b) where held by us under TDS rules, reimburse the agreed sum within 10 days. If the deposit is held by DPS, we cannot forward any monies to you until the DPS has refunded monies to us. If you have joint Tenants, one Tenant must also contact the DPS to agree before any of the monies are released.

4. Where there IS a dispute about the deposit at the end of the tenancy

- 4.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 4.2 A Tenant can ask Acorn properties or the DPS to repay the deposit at any time after the tenancy has ended. You must agree to releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
- 4.3 We have 10 days, from and including the date we receive either Scheme's direction, to release the money.
- 4.4 Where you dispute the recommendations we have made to you with regard to the return of the deposit, we will charge you for the preparation work required prior to submission for review by the DPS or TDS for alternative dispute resolution, or adjudication.
- 4.4 The DPS or the TDS will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to Landlords or Tenants for using the alternative dispute resolution service if it relates to an AST.
- 4.5 If the Tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**
- 4.6 Agents and Landlords are permitted to refer a dispute about a deposit to the DPS or TDS. If you, or we, refer a deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are joint Tenants, all the joint Tenants must agree. A Tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the Tenant (or all joint Tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**
- 4.7 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from either www.depositprotection.com or www.tenancydepositscheme.com.
- 4.8 Depending on the scheme, either Acorn Properties or the DPS will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the Tenant(s).
- 4.9 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Acorn Property Solutions (Norfolk) Ltd, 29/30 Market Place, North Walsham, Norfolk, NR28 9BS Telephone number: (01692) 402019 Email address: team@acornprop.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the 14 day cancellation period has expired.

Effects of cancellation

We will make any reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To: Acorn Property Solutions (Norfolk) Ltd, 29/30 Market Place, North Walsham, Norfolk, NR28 9BS
Telephone number: 01692 402019 Email address: team@acornprop.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

.....

Name of consumer(s)

Address of consumer(s)

Signature of consumers(s)

(only if this form is notified on paper) Date

[*] Delete as appropriate.

Acorn Property Solutions (Norfolk) Ltd

CUSTOMER COMPLAINTS HANDLING PROCEDURE



Acorn Property Solutions (Norfolk) Ltd aims to provide the highest standard of service to both Landlords and Tenants.

We truly hope that you will never be dissatisfied with our work or services, but in the event that you feel that you have a grievance we offer the following procedure to ensure that your interests are safeguarded.

- We ask that you initially contact us by telephone as we would like the opportunity to resolve the problem you are experiencing and may be able to do this immediately.
- If you are dissatisfied with our response, we then we ask that you write to us with full details of your complaint. Please address your correspondence to **Nicola Wade** who is a Director of the Company at Acorn Properties, 29/30 Market Place, North Walsham, Norfolk, NR28 9BS. For the avoidance of any doubt please head your letter 'Complaint'. If you prefer to email your letter, please send it to team@acornprop.co.uk but please also send a copy by mail.
- Your letter will be acknowledged within 3 working days. Following internal investigation in accordance with our in-house procedures, a written reply will be sent to you. Our aim is to respond within 7-10 working days and sooner if at all possible. If due to the nature of your complaint a longer investigation time is required, you will be advised.
- If you are still dissatisfied with the result of our internal investigation, Acorn Property Solutions (Norfolk) Ltd is a member of The Property Ombudsman with whom you can request an independent review:

The Property Ombudsman Ltd, Milford House, 43-45 Milford Street, Salisbury, Wiltshire, SP1 2BP

Tel: 01722 333 306

Website: www.tpos.co.uk

Our membership number: T03860

Please note the following:

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.

**Acorn Property Solutions (Norfolk) Ltd is a member of Propertymark Client Money Protection Scheme.
Scheme Reference: C0132664**

Propertymark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG

www.propertymark.co.uk/complaints/client-money-protection