



Home Sweet Home Estate Agents & Letting Agents
117 South Street, Eastbourne, East Sussex, BN21 4LU
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Terms of Business for Home Sweet Home residential property management

It is important that you read this agreement carefully. When you appoint us as your Agent in connection with the letting of any property, these terms will form a contract between you and us and will be binding on both of us. We only accept instructions on the terms of this Agreement, and we will proceed on the basis that you accept this Agreement even if you have omitted to sign and return it.

All legal owners of the property must complete this Agreement and provide us with at least two documents that confirm your identity and address for us to comply with Anti-Money Laundering Regulations. This can be a passport or driving license and utility bill.

This agreement is made between Home Sweet Lettings (“the Agent”) of 117 South Street, Eastbourne, East Sussex, BN21 4LU and:

Landlord name	
Address	
Telephone	
Email address	
Rental address	

Service selected: Tenant Find Rent Collection Full Management (Please tick)

Details of the bank where the rent is to be paid:

Bank name	
Branch address	
Sort code	
Account number	
Account name	

Terms and Conditions

1) Scope of Agreement

1.1 These Terms govern how the Agent provides letting and property management services to the Landlord for the Property.

1.2 This Agreement forms a binding contract once signed or confirmed in writing (including e-signature).

1.3 The Agent's core obligations are subject to applicable UK legislation and statutory guidance for lettings agents and landlords (e.g., Estate Agents Act 1979; Tenant Fees Act 2019; Consumer Rights Act 2015; CMP and redress scheme requirements).

2) Agent Services

A. Tenant Find

- Market the Property with accurate material information and an advertised rent (no rental bidding above the advertised price) and disclose permitted Landlord fees as required by consumer law.
- Conduct viewings; obtain and assess references, credit checks, and right-to-rent.
- Draft and arrange execution of tenancy agreement(s) and statutory documents.
- Collect and transfer the first month's rent (and deposit if applicable) to the Landlord (or tenancy deposit scheme if custodial).

B. Rent Collection (in addition to Tenant Find)

- Invoice and collect monthly rent; chase arrears; provide monthly statements; remit funds (net of fees) to Landlord's nominated account.

C. Full Management (in addition to Rent Collection)

- Handle day-to-day tenant communications managing the property on your behalf; arrange repairs/maintenance within agreed spending limits.
- Conduct 6 to 12 monthly routine inspections with reports. These reports stay on file and can be sent to the Landlord upon request.
- Manage compliance timelines (e.g., deposit protection reminders, safety certificates and tenancy variations).
- Serve and receive notices as agreed and subject to law.
- Key holding service.

2) Landlord Responsibilities

The Landlord confirms and undertakes to:

2.1 Provide a property that is safe, legally lettable and compliant with all applicable regulations.

2.2 Provide proof of ownership and authority to let and all keys, manuals, warranties, and safety certificates before marketing.

2.3 Authorise and fund statutory documents for tenants;

A copy of the Gas Safety Certificate (if applicable), a copy of the Electrical Certificate, Deposit Prescribed Information, Provision of valid EPC and "How to Rent" guide in England.

2.4 Ensure any tenancy deposit received by the Landlord (or by the Agent on a let only service) is protected within 30 days in a government-approved scheme, and prescribed information served within the same timeframe.

2.5 To not require or authorise the Agent to demand prohibited tenant fees; acknowledge permitted and prohibited payments under the Tenant Fees Act 2019.

2.6 Cooperate with lawful Right to Rent checks (and delegate to Agent in writing, if desired), avoiding unlawful discrimination; respond to follow-up checks where required.

2.7 Provide accurate information for marketing and declarations and immediately disclose any material changes affecting the Property or tenancy.

2.8 Comply with Money Laundering Regulations if/when applicable and with any sanctions reporting obligations. (See Clause 11).

2.9 It is **compulsory** that all tenancies on our Fully Management service have an Inventory carried out at the start of a new tenancy and a Check Out carried out (by the same company) at the end of any tenancy. (An additional fee is payable).

3.0 It is your responsibility to ensure that all accounts for gas, electricity, water, telephone and council tax are settled in full before you let the property and you confirm to all utility suppliers that you will no longer be responsible for paying the bills before a new tenancy starts. It will then be your Tenant(s) responsibility to inform the suppliers that they will now be paying all bills. We will require that you give us the location and access to meters to carry out accurate meter readings at the beginning and end of tenancies.

3.1 We may from time to time use a third party to assist with the transfer of utilities between you and the Tenant(s). You agree that we may provide your name and contact details to any such third party so that they can contact you to discuss the most appropriate utility provider and tariff available.

3.2 Home Sweet Home are not responsible for the supervision of vacant properties either before a property is let and/or during any void period. It is your responsibility to ensure mains services are turned off and water and heating systems drained down professionally as required. We will take no responsibility for the forwarding of mail.

3.3 We will, if required, continue to manage the property whilst it is vacant (an additional fee will apply)

3.4 We will erect a To Let board unless not to do so by the local authority planning regulations. Our board should not be removed or replaced by another Agent's board without our permission. Viewings will be accompanied unless alternative arrangements have been made with relevant parties.

3.5 Whilst we take every care in the preparation of property details, you are required to advise us, in writing, if any aspect of the property particulars we supply is, or later becomes, inaccurate or in any way misleading.

3.6 If you have provided us with keys to the property, they will be kept securely at all times and not released to any third party without your prior consent. If you have chosen the Fully Management service, we will require an additional two set of keys. If we do not receive an additional set, we will arrange for an additional set to be cut at a cost to you.

3.7 We will take internal and external photographs of your property. They will be displayed on our interactive website, online portals such as Rightmove and OnTheMarket and displayed on a rotational basis in our prominent window display in our High Street office. Home Sweet Home will own the copyright, trademarks and other intellectual property rights in all photographs, virtual tours and floorplans. Any commercial use or reproduction by you or another organisation is strictly prohibited without prior permission.

3.8 You must confirm that all information you have provided to us is correct to the best of your knowledge. If you provide any incorrect information which causes us to suffer loss or results in legal proceedings being taken against us, you agree to compensate us for all losses suffered.

3.9 You must provide us with the location/number of any parking space(s) that comes with the property.

4.0 If the property is a flat within a block/conversion, you must provide us with the name and contact number of Block Management for our records and to keep us informed if and when this changes over.

5) Fees & Charges

5.1 Service Fees (all fees **include VAT** where applicable and must be displayed on our website and at our premises per the Consumer Rights Act 2015):

Full Management Service	14.4%
Rent Collection Service	11.8.%
Tenant Find Service	3.5 weeks rent
Tenancy Set Up Fee	£180.00
Annual Gas Safety Certificate	£84.00
Gas Safety Certificate & Boiler Service	£108.00
Energy Performance Certificate (EPC)	£110.00 (No VAT)
Electrical Installation Condition Report (EICR) + Admin Fee	£228.00 + £30.00
Supply & Fit Carbon Monoxide Detector (CO2 Alarm)	£78.00
Tenancy Agreement	£120.00
Amendment to Tenancy Agreement	£60.00
Deposit Protection Arrangement	£72.00
Additional Monthly Statements	£12.00
Annual Rent Reviews & Section 13	£90.00
Serve Grounds for Eviction Notices	Starting from £180.00
Landlord ID Verification Check	£12.00
Inventory (unfurnished)	
Studio & 1 Bedrooms	£112.00
2 bedrooms	£122.00
3 bedrooms	£132.00
4 bedrooms	£152.00
5 bedrooms	£172.00
6 bedrooms	£212.00
Check In/Check out/Furnished	Please ask for further fees
Reference Checks (including Guarantor) & Right to Rent/ID Verification	£120.00 per person
Key Cutting	£18.00 per key
Court Attendance	£108.00 per hour

Vacant Property Management	£90.00 per month
Sale of Property to a Tenant	1.25%

5.2 The Agent will publicise all relevant fees to Landlords and (where applicable) permitted tenant payments in line with the Consumer Rights Act 2015 display rules.

5.3 The Agent may deduct agreed fees/expenses from rent received before remittance. If insufficient funds are held, the Landlord will pay invoices within 7/14 days of issue.

5.4 The Agent may vary fees on 30 days' written notice for ongoing management.

5.5 Our fees become liable for payment upon the start of the tenancy. You agree that these fees can be deducted from the rent monies collected. Should a balance remain, this will be paid to you. If the rent monies are paid directly to you or the rent monies received by us do not cover our fees, you agree to provide payment to us before the tenancy starts. Should a payment not be paid within 10 days after the due date, interest will be added to the amount due at 3% above the Bank of England's base rate.

5.6 Collection and payment of rent on a calendar month basis will be paid to the Landlord within 3 working days of the payment being received however this cannot be guaranteed within these timescales as delays may occur due to circumstances beyond our control.

6. Legislation

6.1 Gas Safety (Installation and Use) Regulations 1998

You accept that you must provide a copy of a valid Gas Safety Certificate confirming that the gas appliances and installations have been checked by a Gas Safe registered engineer and this must be provided to us before we issue the tenancy agreement. Should we not be in possession of a valid certificate and cannot issue the tenancy agreement, we can arrange for this to be done, and this will be at a cost to you.

You agree that the check will be completed by on an annual basis.

6.2 The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 You accept that you must provide a copy of a valid EICR Safety Certificate confirming that the electrical fixed wiring and associated fixed electrical equipment have been checked by a qualified electrician and this must be provided to us before we issue the tenancy agreement. Should we not be in possession of a valid certificate and cannot issue the tenancy agreement, we can arrange for this to be done, and this will be at a cost to you. You agree that the check will be completed every five years.

6.3. Energy Performance Certificate (EPC)

We must be able to provide any prospective Tenant(s) with a copy of your EPC which must be a rating of E or above and we cannot begin marketing your property unless we have an EPC or one has been commissioned. 22.2 If the property is subject to a Green Deal, you must provide us with the following information so that we can inform the Tenant(s): improvements that have been made under the Green Deal the repayment amounts the electricity bill payer needs to make the length of the Green Deal the name of the Green Deal Provide.

6.4 Portable Appliance Test (PAT) Certificate

You accept that you must provide a valid confirming that all portable electrical appliances in the property are safe. Home Sweet Home recommend that a PAT certificate is completed by a qualified electrician and you will provide us with the certificate before we issue the tenancy agreement.

6.5 The Furniture and Furnishings (Fire)(Safety) Regulations 1993 Y

You confirm that should any furniture or soft furnishings remain in the property, they will comply with the fire resistance requirements and if any furniture and/or soft furnishings does not comply, they will be removed before the tenancy starts.

6.6 The Smoke & Carbon Monoxide Alarm (Amendment) Regulations 2022

You confirm that there is a minimum of one smoke alarm on every level of living accommodation of the property, a heat detector in the kitchen and a carbon monoxide alarm in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers). The Landlord shall ensure that such alarms are properly fitted and in working order prior to any tenancy commencing. If these are found to not be in working order upon the Inventory, these shall be replaced and the cost invoiced to the Landlord.

6.7 The Control of Legionella Bacteria in Water Systems

You confirm that you are aware of your responsibility that a risk assessment should be conducted, and you must adhere to the guidance and accept that the property complies with these regulations. Although it is not a legal requirement, we heavily suggest an assessment is carried out before a Tenancy commences. It shall be down to the Landlord to organise and provide the report to Home Sweet Home.

6.8 Local Authority Requirements, Planning Consent and Licensing

You have consulted with your local Council Authority and you confirm that your property does/does not require one of the following licences: Houses in Multiple Occupation (HMO) Licence Houses in Multiple Occupation (HMO) Planning Consent Selective Licence Additional Licence If I/We are aware that my/our property require a licence, we will provide Move Estate Agents Limited with a copy of the licence before any marketing can begin. We are aware that Move Estate Agents will not be a licence holder for the Landlord under any circumstances.

7) Tenancy Deposits

7.1 Where the Agent holds/receives the tenancy deposit under a custodial scheme, it will be transferred to the scheme and administered there; under an insured scheme the deposit will be held in the Agent's designated client account subject to scheme rules.

7.2 Statutory deadlines: protect the deposit and serve prescribed information within 30 days of receipt. Failure can lead to court penalties and restrictions on certain possession routes.

8) Suitability of Tenants

8.1 We will thoroughly check through an accredited credit referencing agency all Tenant(s) and Guarantor(s) but we cannot guarantee their suitability. These checks include a credit file search, a previous Landlord's reference (if applicable) and an employment reference (if applicable).

8.2 The Landlord is aware that should a prospective Tenant fail to proceed with a proposed tenancy and forfeits the holding deposit paid, this amount will be retained by Home Sweet home Lettings.

8.3 The Landlord understands that should a suitable prospective Tenant(s) introduced by Home Sweet Home Limited be accepted with references completed and tenancy documentation prepared and the Landlord subsequently withdraws their acceptance through no fault of the prospective Tenant(s) then a fee of £300.00 is payable to us.

8.4 If a Tenant(s) fails to comply with their obligations under this agreement, the Landlord agrees that there is no liability on the part of the Agent to meet any costs including arrears, damages or any other expense that the Landlord may incur as a result.

9) Deposit Protection & Redress

9.1 We are a member of My Deposits and an approved Client Money Protection scheme (CMP). We keep client money in a segregated client account in accordance with the 2019 Regulations. Evidence of membership is published in-branch and online. Our agent number is: 30911227.

9.2 The Agent belongs to The Property Ombudsman, an approved redress scheme and will handle complaints through that route if internal resolution fails.

10) Marketing, Offers & Tenancy Agreements

10.1 The Agent will present offers to the Landlord and will not seek or accept rental bids above the advertised price where the published guidance applies.

10.2 The Agent will prepare a standard Assured Periodic Tenancy (APT) (England) or other agreement as instructed; specialist agreements or complex variations may incur additional legal drafting fees (pre-agreed).

10.3 Contracts will be signed electronically and are binding and admissible in evidence.

11) Referencing & Right to Rent

11.1 The Agent (or a referencing provider) will take reasonable steps to assess tenant suitability (ID, credit, affordability, employment/landlord references).

11.2 Right to Rent: checks must be completed for all adult occupiers before occupation; follow-ups performed where time-limited permission applies; copies retained as per guidance.

12) Management, Repairs & Inspections (Full Management)

12.1 The Agent may instruct vetted contractors for emergency works up to an authorised limit of £150.00 per issue without prior approval; above that, the Landlord's consent will be sought unless urgent to protect life/property or maintain statutory safety.

12.2 The Agent is not responsible for latent/structural defects or contractor performance beyond reasonable selection and instruction.

12.3 Home Sweet Home endeavour to select competent contractors at reasonable prices but is unable to guarantee the standard of workmanship or any liability arising, although you retain the right to pursue any claim against a contractor in relation to substandard work.

12.4 If you wish to use a nominated contractor, we will require a copy of their "competent person" status before we can instruct any work to be completed on your behalf. If any such nominated contractor is unable to respond within a reasonable timescale, we reserve the right to instruct a contractor nominated by us and at a cost to you.

12.5 We may receive an introduction fee from any contractor we instruct on your behalf from the total gross invoiced costs.

13) Insurance & Rent Guarantee

13.1 You must have insurance for Buildings and/or Contents that is appropriate for letting the property.

13.2 You will keep us indemnified against any losses, compensation or costs we may incur because of fulfilling our obligations under this agreement.

13.3 Rent Protection, Rent Guarantee & Legal Expenses cover will be arranged by the Landlord and not Home Sweet Home.

14) Anti-Money Laundering (AML) & Sanctions

14.1 The Agent may be required to carry out customer due diligence (CDD) on the Landlord and (if managing rent flows) on tenants, keep records, and report suspicious activity in accordance with the Money Laundering Regulations 2017 (as amended) and HMRC sector risk guidance for letting agency businesses.

14.2 From May 2025, additional sanctions-related reporting duties for letting agents apply where there is knowledge or reasonable cause to suspect a designated person or a sanctions breach during agency work; the Agent will comply with any such duties.

15) Term & Termination

15.1 Initial term: From Start date, then rolling (periodic) unless terminated.

15.2 Either party may terminate on 30 days' written notice.

16) Legal Proceedings (Notices & Rent Increases)

16.1 If you wish to serve notice to the Tenant(s) you must provide us with your instruction in enough time that we can serve the Notice giving the Tenants(s) at least two months' notice. An additional fee is payable for producing and serving this (see 4. Fees).

16.2 If you wish to increase the rent paid by your Tenant(s) you must provide us with your instruction in enough time that we can serve the Notice giving the Tenants(s) at least two months' notice. An additional fee is payable for producing and serving this Notice (see 4. Fees). Under legislation, the rental may only be increased a maximum of once every 52 weeks.

17) Data Protection (UK GDPR)

17.1 The Agent is a data controller for landlord/tenant personal data processed to deliver services. Processing is based on contract, legal obligation (e.g., Right to Rent, deposit, AML where applicable) and legitimate interests.

17.2 The Agent maintains a privacy notice, registers with the ICO where required, implements appropriate security, and responds to data subject rights. The Landlord acknowledges similar responsibilities where they independently process tenant data (e.g., self-managing).

18) Liability & Indemnity

18.1 The Agent is not liable for loss arising from: false or incomplete information supplied by the Landlord/tenant; fair wear and tear; contractor default; or acts/omissions outside the Agent's reasonable control.

18.2 Nothing limits liability for death/personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

19) Taxation

The Landlord understands that any income received from the property will be subject to an income tax and you take full responsibility for declaring rental income to HMRC. If HMRC ever request or demand any rental statements etc for the property, Home Sweet Home will be obliged to provide them the information required for them to carry out their investigations. If you permanently reside overseas for more than 6 months of the year, you will be a non-resident Landlord. It is your responsibility to check any tax implications relating to the letting of your property.

20) Complaints

We are committed to providing the highest standard of service, however, should you wish to make a complaint, we are members of The Property Ombudsman Scheme.

You can also write to us by post or emailing us at enquiries@hshome.co.uk.

21) Declaration

We confirm that I/We have read the Terms of Business and understand that I/We have entered into a legally binding contract and are liable to pay the commission fees in addition to any other costs or charges agreed, under this agreement.

Landlord(s);

Landlord name	Signature	Date

For and behalf of Home Sweet Home;

Agent Name	Signature	Date

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel this agreement at any time within 14 days from the first day of the start of this agreement. We will begin our services on the first day of the start of this agreement, so if you do not want us to start our services before the end of the 14 day cancellation period, please confirm by email to enquiries@hshome.co.uk. If you cancel this agreement during the cancellation period and you had already instructed us to start work on your behalf, you will have to pay for the services we have already provided at a cost of £250.00.