

Full Property Management Agency Agreement

This contract is between

HR Lettings Ltd. Registered offices 91 High Street, Huntingdon, Cambridgeshire, PE29 3DP
CO reg no 06624339. VAT no 996 6958 23. Safeagent/ Client Money Protection Scheme (Mem No A2672). The Property Ombudsman (Mem No D02971).

and

Landlord Details	
Full Names(s)	
House/Flat No	
Street	
Town	
County	
Postcode	
Contact Number(s)	
Other Number(s)	
Email Address	
Property to let Details	
House/Flat No	
Street	
Town	
County	
Postcode	
Rent per calendar month	
Available Date?	
Pets Allowed?	

Property Information – Please tick

	Yes	To Follow	HR Lettings to arrange	Charges	N/A
EPC Present				£150 inc VAT	
Gas Safety				From £120 inc VAT	
EICR Certificate				Call for quote	
Smoke Alarms Installed					
CO Monitor Installed					
3 Sets of Keys					

Bank details for payment of EPC - HR Lettings Ltd Sort Code: 60-11-30 Account Number: 21671249

ELECTRIC SUPPLIER	METER NUMBER	METER LOCATION	
GAS SUPPLIER	METER NUMBER	METER LOCATION	
WATER SUPPLIER	METER NUMBER	METER LOCATION	STOPCOCK LOCATION

Bank Details for Rental payments

Bank Name	
Street	
Town	
County	
Postcode	
Account in the Name:	
Account Number	
Sort Code	

Type of contract?

This agreement is for our “**Full Property Management**” service on a “per tenant” basis. We will ask you to renew this agreement at the change of every tenant.

What are “The Landlords” duties under this agreement?

You will obtain written consent to let from your mortgagee and or Lessor, where necessary – notify your insurers that the property is let and obtain relevant cover – notify the utility and local authority that we are your managing agents – arrange for re-direction of your mail (we are not able to forward mail) – give HR Lettings appropriate notice should you wish to take possession of the property in order for us to serve the correct notice to the tenant.

What are the General Terms under this agreement?

HR Lettings reserve the right to vary the fees by giving 3 months’ notice to “**The Landlord**” – Any interest accruing on funds held by HR Lettings will be retained by HR Lettings – HR Lettings has the authority to sign the tenancy agreement on behalf of “**The Landlord**” – Expenditure incurred by the agent in respect of maintenance and running of “**The Property**” will be recovered from the current rental income or funded by “**The Landlord**” as necessary when rental income is not available – “**The Landlord**” authorises HR Lettings to arrange repair/maintenance in the case of an unforeseen emergency where contact with “**The Landlord**” is not possible. In this event the cost of the work funded will be recovered from the current rental income or funded by “**The Landlord**” if necessary. “**The Landlord**” authorises HR Lettings to erect a “To Let” board where applicable.

Taxes Management

If “**The Landlord**” does or intends in the future to reside abroad whilst “**The Property**” is managed, then HR Lettings has an obligation to liaise with The Inland Revenue to deal with annual assessments agreement of liability and subsequent payment. In order to get exemption from this “**The Landlord**” must obtain an NRL reference by completing the relevant paperwork. Where applicable HR Lettings will retain an appropriate sum from the rental income to meet any tax liability. “**The Landlord**” is required to notify HR Lettings in writing of any change in the residential status of “**The Landlord**”.

Legislation

"The Landlord" confirms that to the best of their knowledge there is no furniture within **"The Property"** which contravenes the provisions of the furniture and furnishings act 1993.

The Gas Safety (Installation and Use) Regulations 1998 deal with landlords' duties to make sure gas appliances, fittings and flues provided for tenants are safe. **"The Landlord"** is responsible for the maintenance and repair of flues, appliances and pipework provided for **"The Tenants"** use by a Gas Safe registered engineer. HR Lettings will make you aware when such works are necessary and arrange for a Landlords Gas Safety Certificate at a cost of £120 (inc VAT) for a single boiler & hob and £168 (inc VAT) for a boiler, hob and a single gas appliance (such as a gas fire). Required Annually. Working Smoke Alarms must be fitted on every floor of a property and audible throughout that floor. CO detectors must be fitted in any room that contains a solid fuel burner such as an open fire or log burner. A satisfactory EICR certificate must be in force prior to commencement of a tenancy. An EPC must be in force prior to marketing (Renewable every 10 years) HR Lettings are able to provide an EPC for £150 (Inc VAT). Bank details for payment - **HR Lettings Ltd** Sort Code: **60-11-30** Account Number: **21671249**

The Property Ombudsman

We are members of The Property Ombudsman (Mem No D02971) and operate under their complaints policy. If you have a complaint this must first be made in writing to HR Lettings. We will acknowledge your complaint within 3 working days and give a formal written outcome within 15 working days. Should you remain unhappy with this you may then complain again, and the case will once again be investigated by someone not directly linked to the complaint (usually a Director). Again, a written conclusion will be made within 15 working days. Should you still be dissatisfied you may forward your complaint to The Property Ombudsman within 12 months of our final conclusion.

Length of agreement

This agreement can be terminated with 14 days written notice of original instruction. Where **"The Landlord"** withdraws instruction after a completed application and satisfactory references have been received a withdrawal fee to cover marketing & referencing costs will be charged at £300.00 (Inc VAT). After the 14 days "cooling off period" the agreement will remain in force during any tenancy where HR Lettings has introduced **"The Tenant"**.

During a tenancy the agreement can be ended by giving 3 months' notice to HR Lettings in writing and, should **"The Tenant"** remain in **"The Property"**, by paying a fee to HR Lettings equal to 60% of a full month's rent (inc VAT) subject to a minimum fee of £540.00 (inc VAT) This agreement will however come to an end without notice from either party if

- Either party is wound up either compulsorily or voluntarily or commits an act of bankruptcy.
- Either party fails to remedy a serious breach of the provision of this agreement within 30 days.

HR Lettings will be entitled to be reimbursed by **"The Landlord"**, or retain out of monies collected, the cost of repairs and out of pocket expenses and disbursements incurred by HR Lettings in the performance of their duties. **"The Landlord"** also agrees to indemnify "HR Lettings" from and against any and all loss damage or liability whether criminal or civil suffered from/and against legal fees and costs incurred by HR Lettings resulting from

- Any neglect or default of **"The Landlord"** or their agents (e.g. contractors)
- Any claim by any third party in respect of **"The Property"**
- Any claim against HR Lettings by the local authority.

HR Lettings accept no responsibility for the default of **"The Tenant"**

Should **"The Landlord"** not participate in a rent guarantee scheme **"The Landlord"** will be responsible to instruct a solicitor to start legal proceedings should **"The Tenant"** breach the Tenancy Agreement. **"The Landlord"** is responsible for all costs relating to this.

Fees

Our fees are split into two sections “Marketing” and “Managing” to make the costs as transparent as possible.

Marketing

Marketing Charge - £150 + VAT (£180 inc VAT)

The Marketing Charge, deducted from the first month’s rent upon occupation, is chargeable with every new tenant and covers advertising, ensuring that the property adheres to marketing legislation, production/updating of detail sheets including photographs, property matching to our internal database of applicants, marketing on Rightmove, Zoopla, OnTheMarket & harveyrobinson.co.uk, erection of a “To Let” board, the accompanying of viewings and provision of feedback, advice on any issues arising from viewings, registration of interested applicants and the verification of ID of interested parties.

Managing

Referencing & provision of Tenancy Agreement - £50 + VAT (£60 inc VAT) per person

Referencing is a very important part of the letting process. We instruct an independent referencing company on “The Landlords” behalf to take up references on your “Tenants” named on the tenancy agreement. The checks include completion of the legislative “Right to Rent” checks, credit check, landlord reference & employment reference. Once completed we are provided with a simple “accept” or “fail” verdict. Following an accept verdict we will then provide an AST, arrange a move in meeting and inform the utility companies and council tax offices of your “Tenants” occupation.

Inventory

We strongly suggest the provision of an inventory on your rental property. HR Lettings are able to instruct a professional independent inventory company on “**The Landlords**” behalf to undertake the inventory prior to “**The tenant’s**” occupation. The inventory covers the general condition of the property and includes colour photographs. When a tenant moves into your property, they have 5 days to check the contents of the inventory and correct/make amendments. Once received, or if not returned within this time it is assumed that the inward inventory is correct, and this will form the point of reference at the end of the tenancy. The inventory company also conduct the outward inspection (charges apply) so that independence is maintained. The inventory is heavily relied upon at the end of the tenancy if disagreements between parties occur with regard to what is covered under fair wear and tear.

Up to 2 Beds	£150 inc VAT
3 beds	£180 inc VAT
4 beds	£200 inc VAT
5+ beds	£250 inc VAT
Outward Inspection	£60 inc VAT

Fees Continued

Deposit Registration - £38.40 inc VAT

It is normal practice for a “**The Landlord**” or letting agent to take a deposit from their “**The Tenant**” to safeguard against potential breaches of the tenancy agreement for things like failure to pay rent or damage to the property.

When you take a deposit from your tenant on an Assured Shorthold Tenancy (AST) in England and Wales you will need to do the following within 30 calendar days of receiving the deposit:

- 1) Protect the deposit with one of the three government backed schemes.
- 2) Provide the tenant(s) with the Prescribed Information within 14 days.

Failing to comply with both or either of the steps above means you could be fined between one and three times the deposit amount, and lose the ability to obtain a court order to regain possession of the property (under a Section 21 notice) until the deposit is protected and Prescribed Information served.

HR Lettings will carry out points 1 & 2 and place the deposit with the MyDeposits custodial scheme. Our membership number is m00140823.

At the end of the tenancy we will also deal with the release of the deposit and if necessary, any issues that cannot be agreed between Landlord and Tenant. If a deposit deduction is not agreed and goes to dispute, we will supply the arbitration service with the necessary evidence to support your case for the deduction of monies from the deposit.

Management – 10% + VAT (12% inc VAT) subject to minimum fee of £60 inc VAT per month

The management charge is payable monthly and is calculated based on the monthly rent amount whether rent is collected or not. The management charge covers the day to day running of the property including dealing with tenant queries, carrying out inspections every 16 weeks and reporting issues back, ensuring the property is up to date with ever changing legislation, ensuring that safety certificates do not lapse, processing of rent and the provision of a monthly statement, the chasing up of any late rents, dealing with any maintenance issues and liaising with the tenant and contractor, checking that the tenancy agreement does not lapse and carrying out annual rent reviews. (A separate charge of £60 inc VAT is payable for serving a Section 13)

Tenancy Renewal - £60 inc VAT

At the end of a fixed term contract the tenant will be offered the opportunity to renew for another set period. If both Tenant and Landlord wish to renew for a further fixed term, we will produce new tenancy agreements.

Serving of legal notices - £60 inc VAT

During or at the end of a tenancy it may be necessary for us to serve your tenant a legal notice on your behalf. The cost covers the serving of Section 13, Section 21 and Section 8 notices.

By signing this document, I, “The Landlord”, understand that I am entering into a legally binding agreement, confirm that I am entitled to let the property, confirm that I have obtained the necessary consents/licences to let and confirm that I have read pages 1 to 5 and that I understood the terms of the agreement. I also confirm that if there are any furnishings in the property that they conform to the “Furniture & Furnishings Regulations 1993”

Signature of Landlord: _____ Date: _____

Signature of Landlord: _____ Date: _____
HR Lettings Ltd agree to undertake the management of “The Property” in accordance with the terms and conditions specified in this agreement.

Signature of Agent: _____ Date: _____
For and on behalf of HR Lettings Ltd.

