



## Tenant Find Agency Agreement

**This contract is between**

HR Lettings Ltd. Registered offices 91 High Street, Huntingdon, Cambridgeshire, PE29 3DP

Company registration number 06624339.

VAT number 996 6958 23.

Safeagent scheme & Safeagent Client Money Protection Scheme (Mem No A2672).

The Property Ombudsman (Mem No D02971).

Landlord Details	
Full Names(s)	
House/Flat No	
Street	
Town	
County	
Postcode	
Contact 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 – Bold indicates a legal requirement**

	Yes	To_Follow	HR Lettings to arrange	Charges	N/A
<b>EPC</b> Energy Performance Certificate				£99 inc VAT	
<b>Gas Safety Certificate</b>				<b>From £99</b>	
<b>EICR</b> Electrical Inspection Condition Report				Call for quote	
Landlord Insurance				Call for quote	
<b>Smoke Alarm/CO Monitor Installed</b>				Call for quote	
3 Sets of Keys				£9 per key	

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



**Property Information - Continued**

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

**Bank Details for payment**

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

**Type of contract?**

This agreement is for our “**Tenant Find**” service.

**What are “The Landlords” duties under this agreement?**

You will obtain written consent to let from your mortgagee and or Lessor – notify your insurers that the property is let and obtain relevant cover – notify the utility and local authority – arrange for re-direction of your mail.

**What are the General Terms under this agreement?**

HR Lettings has the authority to sign the tenancy agreement on behalf of “**The Landlord**” – Expenditure incurred by the agent relating to “**The Property**” will be recovered from the initial rental income or funded by “**The Landlord**” as necessary if rental income is not available – “**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 let “**The Landlord**” will 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.



### Deposits

It is normal practice for “The Landlord” to take a deposit from “The Tenant” to safeguard against potential breaches of the tenancy agreement.

When you take a deposit from “The Tenant” on an Assured Shorthold Tenancy (AST) in England and Wales you will need to protect it using a government authorised scheme. This must be done within 30 days. You must also then provide “The Tenant” with the Prescribed Information relating to this 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. It is the responsibility of “The Landlord” to comply with this. Please provide details of the scheme that you intend to use to protect the deposit.

Scheme Details	
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### Length of agreement

This agreement can be terminated with 14 days written notice of original instruction. Where “The Landlord” withdraws instruction to let “The Property” after a completed application and satisfactory references have been received a withdrawal fee to include marketing costs will be charged of £330.00 (Inc VAT).

HR Lettings will be entitled to be reimbursed by “The Landlord” or retain out of monies collected the amount 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 and 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”

### 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. Working Smoke Alarms must be fitted on every floor of a property and audible throughout that floor. CO detectors must be fitted when the property contains a solid fuel burner such as an open fire or log burner. An EPC & EICR must be in force prior to marketing HR Lettings are able to provide an EPC for £99 (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.



## Fees

### **Marketing & Introduction Charge - 50% + VAT (60% inc VAT) of the monthly rent (subject to a minimum fee of £600 inc VAT)**

The Marketing & Introduction Charge, deducted from the first month's rent upon occupation, 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 provision of a Tenancy Agreement.

### **Referencing of prospective tenants, per tenant - £50 + VAT (£60 inc VAT)**

This charge, which used to be paid for by the tenants but abolished in June 2019, covers the verification of ID of interested parties named on the tenancy agreement, completion of the legislative "Right to Rent" checks, completion of referencing using an external referencing company to include credit check, landlord reference & employment reference where available and confirmation of the tenants suitability by way of an "accept" or "fail" verdict.

### **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 color photographs. When a tenant moves into your property, they have 5 days to check the contents of the inventory and correct/make amendments. 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	£90 plus VAT (£118 inc VAT)
3 beds	£110 + VAT (£132 inc VAT)
4 beds	£125 + VAT (£150 inc VAT)
5+ beds	£150 + VAT (£180 inc VAT)
Outward Inspection	£50 + VAT (£60 inc VAT)

By signing this document, I, "**The Landlord**", understand that I am entering into a legally binding agreement, that I am entitled to let the property, that I have obtained the necessary consents/licences to let and that I understand the terms of the agreement including details on what to do with the **DEPOSIT**. 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.