

TENANT FIND ONLY SERVICE

LANDLORD AGENCY AGREEMENT AND TERMS OF BUSINESS

This document 'The Agreement' outlines the marketing and subsequent letting of the Property, along with duties and responsibilities of both HR Lettings Ltd and you the Landlord. 'The Agreement' explains your responsibility as a landlord and defines your relationship with HR Lettings Ltd.

You should read this document carefully and be aware that if 'Letting' proceeds you confirm by signing this document that you agree and accept these Terms of Business.

This 'Agreement' refers to the Assured Shorthold Tenancy (AST) which falls within the Housing Act 1988 and under common law.

You are advised to take legal advice prior to signing this Agreement from a Solicitor, other legal adviser, or Citizen Advice Bureau (CAB) if you are uncertain of any of the points contained within this Agreement.

LANDLORD			
Full Name(s)*			
Landlord Address*			
		Postcode	
Contact Number(s)			
Email Address			
Bank Name			
Branch			
Account Name/s			
Account Number			
Sort Code			

* Please provide your proof of address and identification when submitting this agreement

RENTAL PROPERTY			
Rental Address			
		Postcode	

TENANT FIND ONLY

HR Lettings Ltd will:

- Arrange and carry out a property appraisal with the Landlord or Landlord's representative, providing advice on the letting prospects and achievable market rent.
- Advise on any pre-letting improvements or maintenance required which is visible. We cannot accept any responsibility for defects which are not immediately apparent.
- Advise on all the Landlord's statutory requirements and other requirements included to let a property, these include Gas Safety Certificates, Electrical Installation Condition Reports, Smoke and CO Alarm Regulations, Portable Appliance Testing, Energy Performance Certificate (please note if the EPC rating is 'F' or below HR Lettings Ltd would NOT be able to market, unless proof is provided and the property listed on the EPC Exemptions Register), Cleaning, and Inventories, these can all be arranged for you at an additional cost, please refer to our fee/charges sheet.
- Take Property details including room measurements and photos to create the marketing packs.
- Market the property to all pre-qualified applicants internally, this will include adding your property to the harveyrobinson website, Rightmove, Zoopla and On the Market portals for external applicants, window card advertisement in the relevant HR Office, we shall also provide details to our corporate contacts and relocation agencies.
- Source suitable tenants, by arranging and attending all property viewings, and providing same day feedback where possible.
- Negotiate offers and terms with the prospective tenant on behalf of the Landlord, advising the Landlord of any offers and any terms attached to the offer.
- Take a holding fee from the prospective tenant which equates to one week's rent. If the applicant fails to proceed with the tenancy, due to failing references, change of mind or any other change in circumstance HR Lettings Ltd will retain this money to cover losses. Referencing will include all Right to Rent checks, ID and fraud checks, employment, and previous Landlord references, and credit reports. This is a cost to the Landlord. Please refer to our fee/charges sheet.
- Draw up an initial 6 months Assured Shorthold (AST), tenancy agreement. Unless otherwise instructed. You are required to provide us with the Deposit Scheme and Membership Number where the deposit is to be held for the inclusion into the AST.
- Collect the first month's rent and deposit, deducting any fees or charges associated with the property, paying the remainder into the Landlords nominated bank account, providing a statement of account.
- Provide the Landlord with the signed tenancy agreement (AST), proof that legal documentation has been served. We advise you to contact your Tenant if you have not heard anything within 14 days. Providing Landlords with the Tenants contact details, normally email address and telephone number. Your tenant will be advised of your details to make contact for future rental payments.

LANDLORDS RESPONSIBILITIES

1. CONSENT FOR LETTING

By signing these 'Terms of Business' the Agreement, the Landlord confirms to HR Lettings Ltd that he/she is the legal owner of the property or is entitled to enter into a Tenancy Agreement and will provide HR Lettings Ltd with written proof of their authorisation prior to any Tenancy being agreed. The Landlord or Landlord's representative may be asked to provide sufficient evidence to satisfy HR Lettings Ltd. Also, by signing this Agreement, the Landlord or Landlord's Representative agrees to indemnify HR Lettings Ltd for any costs, losses or any other expenses incurred if the Landlord or Landlord's representative does not have the right to enter into a Tenancy Agreement.

MORTGAGE - If the property is mortgaged you will require written consent from your mortgagee, by signing this Agreement you confirm consent by your mortgagee to enter into a tenancy agreement. There could be a charge by your mortgagee to obtain this consent, any special clauses or permissions must be provided to HR Lettings Ltd prior to the start of the tenancy, so these can be included into the tenancy agreement.

SUB-LETTING – If you are a Lease Holder you will require consent to let from your 'Superior Landlord' normally your 'Superior Landlord' will charge for this, any special clauses or permissions must be provided to HR Lettings Ltd prior to the start of the tenancy, so these can be included into the tenancy agreement. A copy of the Head Lease will also be required.

INSURANCE – The property along with fixtures and fittings included in the inventory should be insured and your insurers made aware the property is Let. Failure to do so may invalidate your insurance. You must always make your insurers aware if the property is empty for longer than stated in your policy. Please make sure your policy includes third party liability to protect the Landlord from any claims. HR Lettings Ltd must receive policy documentation that impose restrictions on the behaviour of the tenant, if these are not provided the tenant has no obligations to comply. You may also wish to consider arranging a policy that covers loss of rent and legal expenses.

2. TAXATION

The Landlord would be liable for tax on income arising from letting a property and you must inform Her Majesty's Revenue and Customs (HMRC) that you will be letting a property out. Allowances can be claimed against this income, please seek legal taxation advice, or visit hmrc.gov.uk. Please note HR Lettings Ltd must inform HMRC annually of properties and rental amounts paid, regardless of the country or residence of the Landlord.

OVERSEAS LANDLORDS – HMRC have special rules for Overseas Landlords, if a landlord resides overseas for a period of 6 months in any tax year, or has moved overseas, it would be the responsibility of the Landlord to obtain a Non-Resident Landlords Scheme reference number (NRL) directly from HMRC. HMRC will provide HR Lettings Ltd of the NRL reference number allowing us to deduct tax from your rental income at the current rate. This is then paid to HMRC on a quarterly basis. No person or organisation is exempt from this scheme. Please note that any loss to HR Lettings Ltd from a Landlord not advising us of their overseas status will be recoverable from the Landlord.

3. MONIES, COMMISSIONS AND THIRD-PARTY INCOME

From time-to-time HR Lettings Ltd may introduce third parties such as EPC providers, approved contractors or inventory clerks which may be of interest to the Landlord. These referrals may generate a commission to HR Lettings Ltd and will be accepted for our benefit. This benefit will not adversely affect the Landlords interest, the service provided, or standard of work carried out.

4. DEPOSITS

Unless otherwise stated HR Lettings Ltd will collect a deposit together with the first month's rental payment from the tenant at the start of the tenancy. Normally a deposit of one month will be taken and passed to the Landlord to register, HR Lettings Ltd will require from the Landlord the Scheme to be used and membership number so this can be included into the tenancy agreement, it is a legal requirement for the Landlord then to register this with the nominated scheme within 30 days of the tenancy start date. Failure to comply could result in fines of up to three times the deposit amount and losing the ability to obtain a court order to regain possession of the property under a Section 21 Form 6a.

Please note the Prescribed Information will have to be provided to your Tenant within 14 days of registration.

5. SECTION 21 NOTICES FOR AN ASSURED SHORTHOLD TENANCY (AST)

A valid Section 21 Notice cannot be served on a tenant if the Tenant is not in receipt of the current legal documentation. HR Lettings Ltd will provide the tenant with the current paperwork at the start of the tenancy, however, it will be the responsibility of the Landlord to provide the tenant with the renewal certificates during the tenancy. Failure to comply may invalidate a Section 21 Notice, meaning the Landlord cannot obtain possession of the property.

The FULL PROPERTY MANAGEMENT SERVICE provided by HR Lettings Ltd avoids this risk.

HR Lettings Ltd cannot take any liability for the failure of the Landlord to comply with current legislation.

Additionally, if the Tenant has made a complaint to the Local Authority Environmental Health Department regarding lack of repairs and an improvement notice served upon the Landlord a valid Section 21 Notice cannot be served.

6. HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018

Came into force on 20th December 2018, allows a Tenant to take legal action against a landlord if the tenant deems the property not fit for human habitation at the start or throughout the tenancy. The Court can impose an order making the landlord complete specific works, in addition the Landlord would be liable for the Tenants legal costs, damages awarded by the Court and legal costs incurred.

7. SAFETY LEGISLATION

THE FURNITURE AND FURNISHINGS (FIRE)(SAFETY)(AMENDMENT) REGULATIONS 1993 –

It is a criminal offence to let a property with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with and above regulations. The regulations require that specific items must be cigarette and match resistant and carry a permanent fire label.

GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998 - It is a criminal offence to let a property with gas appliances, installations and pipework that have not been checked by a Gas Safe Registered Engineer within the last 12 months. The Landlord will be required to provide HR Lettings Ltd with a current in date certificate prior to the start of a tenancy. The Landlord Gas Safety Certificate (LGSC) is required to be renewed every 12 months. Failure to provide your tenants with a copy of the renewed Landlord Gas Safety Certificate within 28 days of the date on the receipt could a valid Section 21 Notice cannot be served. HR Lettings Ltd has no liability if the Landlord fails to comply with these regulations.

ELECTRICAL SAFETY STANDARDS IN THE RENTED SECTOR (ENGLAND) REGULATIONS 2020 Electrical Installation Condition Report (EICR) - Came into force 1st June 2020 and applies to all tenancies, including renewals and tenancies becoming a statutory periodic tenancy from and including July 2020 and all existing tenancies from 1st April 2021. The standards should meet the 18th Edition of the Wiring Regulations. Any remedial works required must be completed within a 28-day period, with a copy of the report being provided to the Local Authority within 7 days and the Tenant 28 days. This inspection must be carried out every 5 years. HR Lettings Ltd has no liability if the Landlord fails to comply with these regulations.

ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994 – The Landlord is responsible for providing instruction manuals for all electrical equipment and to ensure all electrical appliances within the property comply and are safe, and that all plugs on appliances are fixed and carry a 'CE' Mark, the Landlord should make sure all free standing and fixed appliances are regularly checked.

PART 'P' BUILDING REGULATIONS (ELECTRICAL SAFETY IN DWELLINGS) – Came into force 1st January 2005 and requires qualified personnel to carry out certain electrical work at the property. The Landlord should ensure when instructing contractors directly that the contractor, person, or company hold all the relevant qualifications and that proof has been provided.

SMOKE ALARMS – Under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, all rented properties require a smoke alarm to be fitted on each level of the property where there is a room used wholly or partly as living accommodation. Checks will need to be carried out prior to the start of a tenancy. Once the tenancy has started the tenant will be liable for checking smoke alarms monthly. HR Lettings Ltd has no liability if the Landlord fails to comply with these regulations.

Under the current Building Regulations 1991 it is the law that all newly built properties from June 1992 and HMOs are fitted with mains fitted smoke alarms with battery back-up.

CARBON MONOXIDE ALARMS – Under the Smoke and Carbon Monoxide Alarm (England) Regulations 2022 all tenanted properties require a carbon monoxide alarm to be fitted in any room which is used wholly or partially as living accommodation which contains a fixed combustion appliance. Carbon Monoxide alarms will need to be checked by the Landlord prior to the start of the tenancy, once the tenancy has started the tenant will be liable for checking these regularly under the clauses of the tenancy agreement. Landlord's must replace alarms if they do not work or have expired. HR Lettings Ltd has no liability if the Landlord fails to comply with these regulations.

OIL, LPG, SOLID FUEL APPLIANCES AND WOOD BURNING STOVES – Oil, LPG, solid fuel appliances and wood burning stoves should be serviced and safety checked annually, wood burning stoves installed from 2011 must have an installation certificate with a carbon monoxide alarm fitted. The Landlord must provide HR Lettings Ltd with a copy of the installation and certificate.

ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007 – Effective from 1st October 2008 a prospective tenant must be provided with an Energy Performance Certificate (EPC) at the commencement of marketing. EPCs must be provided by an accredited energy assessor and last for 10 years. As from April 2020 Landlords must ensure their property complies with the minimum energy rating of an 'E' or above, properties with a rating of 'F' or below we cannot market unless all works have been carried out and the property registered on the exemption register.

LEGIONNAIRES DISEASE – In order to comply with the Health and Safety Executive's Code of Practice, landlords are advised to carry out a risk assessment on their property where there are open water tanks, cooling systems or swimming pools, prior to the start of a tenancy. HR Lettings Ltd will require a copy of the assessment.

CHIMNEY SWEEPS – Working chimneys must be swept prior to the start of a tenancy with proof of receipt given to HR Lettings Ltd and going forward in accordance with the terms of your insurance policy. We believe an Annual Chimney Sweep is the best way to show due diligence on your behalf.

EUROPEAN STANDARDS FOR THE SAFETY OF INTERNAL WINDOW BLINDS – It is a legal requirement that all blinds and curtains which include chains or cords must comply with the current safety standards. It is the Landlord's responsibility to make such checks and arrange the fitting or replacement of non-compliant blinds or curtains or fitting of any safety feature. For further information please visit www.bbsa.org.uk.

8. GENERAL CONDITIONS

HR Lettings Ltd – Is a Limited Company, Registration Office Address: Suite 'C' 91 High Street, Huntingdon. PE29 3DP. Company Registration Number: 06624339.

VAT Number: 996695823

Safeagent Scheme, Membership Number: A2672. Safeagent Client Money Protection Scheme, Membership Number: A2672.

Property Ombudsman Membership Number: D02971.

COMPLAINTS HANDLING – HR Lettings Ltd are a member of the Property Ombudsman Scheme. Should you have a grievance or complaint you should in the first instance take this up with HR Lettings Ltd in the hope that any misunderstanding or difficulties can be easily resolved within the organisation. HR Lettings Ltd will acknowledge the complaint within 3 working days and provide a formal written outcome within 15 working days. If you are not satisfied with the response, you may forward your complaint to the Property Ombudsman to which you have 12 months from the date HR Lettings Ltd provided a final response.

DATA PROTECTION – By agreeing with these terms and conditions you are giving HR Lettings Ltd permission to store and use any personal and business data you provide to us and for these purposes HR Lettings Ltd will be regarded as the data 'Controller'.

For further information please refer to www.harveyrobinson.co.uk/privacy-policy-and-notice

LIABILITY – HR Lettings Ltd will not be responsible for any loss or damage that suffer through the act, default, or negligence of any third-party which may arise, other than through the negligence omission of failure of HR Lettings Ltd. No liability arises from any employee of HR Lettings Ltd, unless it is a claim for personal injury for which HR Lettings Ltd is liable.

CLIENTS MONIES – Under the Safeagent rules we advise that any money collected on behalf of the Landlord will be held in a separate client monies account with NatWest, High Street, Huntingdon. For further information please contact HR Lettings Ltd directly.

CONFLICTS OF INTEREST – HR Lettings Ltd have procedures in place to ensure that appropriate conflict checks, or potential conflicts can be identified and addressed as soon as possible with all impacted parties.

SIGNING OF CONTRACTS AND LEGAL PAPERWORK – By signing this Agreement you give authority to HR Lettings Ltd to sign the Tenancy Agreement and any legal paperwork.

EXPENDITURE – Any expenditure incurred by HR Lettings Ltd relating to the property will be recovered from the initial rental income or alternatively funded by the Landlord should no rental income be received.

BOARD – By signing this agreement you give the authority to HR Lettings Ltd to erect a board outside the property.

TERMINATION – This agreement can be terminated within 14 days of the 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 of £450 inclusive of VAT is payable to HR Lettings Ltd.

HR Lettings Ltd will be entitled to be reimbursed by the Landlord or retain out of monies collected the amount for repairs and any out-of-pocket expense or disbursements incurred by HR Lettings Ltd in the performance of their duties.

LENGTH OF INITIAL TENANCY AGREEMENT – HR Lettings Ltd will provide the Landlord with a 6 month Assured Shorthold Tenancy Agreement (AST) unless otherwise stated by the Landlord.

9. DEFINITIONS

In this agreement the following *DEFINITIONS* and *INTERPRETATIONS* apply:

- Use of singular includes the plural and use of the masculine includes the feminine and vice versa.
- ‘AGENT’, ‘WE’, or ‘US’ means HR Lettings Ltd trading from Suite C, 91 High Street, Huntingdon. PE29 3DP.
- ‘JOINT AND SEVERALLY LIABLE’ means that each person will be responsible for complying with the obligations of and paying all charges and costs under this agreement both individually and together.
- ‘LANDLORD’, ‘YOU’ OR ‘YOUR’ means the Landlord, the owner of the property, or any other person with interest in the property, whether freehold or leasehold.
- ‘TENANT’ means anyone entitled to possession of the property under the agreement.
- ‘PROPERTY’ means any part or parts of the building, boundaries, fences, gardens, and outbuildings belonging to the Landlord.
- ‘INVENTORY’ or also known as Inventory and Schedule of Condition, means the document drawn up prior to the commencement of the tenancy by the Landlord or Agent, which includes all fixture, fittings, and condition of the property.

- *'TERM' OR 'TENANCY'* means the fixed Term of the Tenancy Agreement and any extension or continuation of the tenancy whether fixed term or periodic arising after the expiry of the original term.
- *'SUPERIOR LANDLORD'* means the person, company, or organisation to whom ownership of the property reverts at the end of the lease.
- *'DEPOSIT'* means the money held by the Agent, to cover damage and dilapidations if the tenant fails to comply with the Tenancy Agreement.
- *'TENANCY AGREEMENT'* means the contract drawn up between the Landlord and Tenant specifying the obligations for both parties.
- *'MYDEPOSITS'* means the company to which HR Lettings Ltd transfers the deposit monies as it is held in a custodial scheme.
- *'AGREEMENT'* means these terms of business signed between the Agent and Landlord.
- *'CONTROLLER'* means 'Data Subject', 'Processor', 'Processing', and 'Personal Data' have the meaning set out in the Data Protection Act 1988.

10. FEE SHEET

MARKETING AND INTRODUCTION CHARGE

HR Lettings Ltd will charge 75% including VAT of the first monthly rent, subject to a minimum fee of £750 inclusive of VAT, this cost will include referencing and shall be deducted from the first month's rent upon occupation.

INVENTORY CHARGES

HR Lettings Ltd can arrange the inventory at the following costs:

Up to 2 Bedrooms	-	£150 inclusive of VAT
3 Bedrooms	-	£180 inclusive of VAT
4 Bedrooms	-	£200 inclusive of VAT
5 Bedrooms	-	£250 inclusive of VAT

SAFETY CERTIFICATES

HR Lettings Ltd can arrange the following legal certification providing notice and payment has been received 10 days prior to the start of a tenancy.

Energy Performance Certificate (EPC)	-	£150 inclusive of VAT
Electrical Installation Condition Report (EICR)		
1 Bedroom	-	£192 inclusive of VAT
2 Bedrooms	-	£222 inclusive of VAT
3 Bedrooms	-	£252 inclusive of VAT
4 Bedrooms	-	£294 inclusive of VAT
5 Bedrooms	-	£348 inclusive of VAT

Any electrical remedial work required will be quoted separately.

Landlord Gas Safety Certificates	-	£120 boiler and hob service plus certificate. £168 for a boiler service and certificate plus an additional gas appliance.
Oil Boiler service	-	£108 inclusive of VAT
Legionnaires Testing	-	£ 90 inclusive of VAT

Smoke and CO Alarm Testing

Battery Smoke Alarm replacement	-	£ 90 inclusive of VAT
Additional Battery Smoke Alarm Replacement	-	£ 24 inclusive of VAT
Mains Smoke Alarm replacement	-	£102 inclusive of VAT
Additional Mains Smoke Alarm replacement	-	£ 30 inclusive of VAT
Mains Heat Alarm replacement	-	£108 inclusive of VAT
Additional Mains Heat Alarm replacement	-	£ 36 inclusive of VAT
Battery CO Alarm replacement	-	£ 90 inclusive of VAT
Additional Battery CO Alarm replacement	-	£ 24 inclusive of VAT

Mains CO alarm prices can be confirmed on a site visit due to costs varying from £55 to £125 per unit. Therefore, a call out charge of £72 inclusive of VAT to be charged plus the cost of the unit required.

Annual Service to identify and label with replacement dates on the outside, so upon your inspection this would be visible to all the cost is £72 inclusive of VAT.

RENTAL PROPERTY			
Rental Address			
		Postcode	
Available Date			
Gas provider		Meter number	
Electricity provider		Meter number	
Water provider		Meter location	
Pets Allowed	Yes / No		

SERVICES	LANDLORD	HR LETTINGS
Gas Certificate – LGSC		
Electric Installation Condition Report (EICR)		
Energy Performance Certificate (EPC)		
Inventory		
Landlord Insurance		
Smoke Alarms		
Carbon Monoxide Alarms		
Blinds, Curtains and their Safety Brackets		
Keys (3 Sets required)		

By signing this document, you understand you are entering into a legally binding agreement, and that you as the Landlord own the property and have sought all necessary consents and licences to Let the Property

Landlord(s)	
Date	

HR Lettings Ltd	
Date	

HR Lettings Ltd Bank Account Details for payment:
 Account Number: 21671249
 Sort Code: 60-11-30
 Reference: (Rental Property Address)