

## **TERMS AND CONDITIONS OF CONTRACT**

### **Purpose of this document**

This document, once signed, is a binding contract between us Halls Estate Agents Limited as your letting agents and yourself as the owner or owners of the property that you wish to let out. This would include acting for any executor under the terms of the Will of your estate in the event of your death.

Please therefore take time to read this document and if you are unsure of any of the contents, then please discuss with us or your legal representative before signing.

This document contains details of what duties, as your agent, we will undertake on your behalf. It also contains a section which sets out your responsibilities and obligations as a landlord. Please read the section carefully.

### **Memberships**

We are required by law to belong to a property redress scheme. We are members of The Property Ombudsman and are bound by their Code of Conduct which can be found at [www.tpos.co.uk](http://www.tpos.co.uk)

In addition we are members of the following professional organisations to whose Codes of Conduct we also subscribe The National Association of Estate Agents (NAEA) and The Association of Residential Letting Agents (ARLA)

In the unlikely event that you are unhappy with the service that we provide you may have recourse to some or all of these organisations. Details of our Complaints Procedure is set out on page 26.

### **Interpretation and Definitions**

Please note that all references to the masculine include the feminine in this document. All references to the singular (e.g. tenant) also include the plural when applicable (e.g. tenants).

**Agent, we or us** means Halls Estate Agents Limited their employees or nominated agents or affiliates

The **Office** means the registered office address, or principal place of business, of Halls Estate Agents Limited

**You or your** refers to the Landlord or the Landlord's obligations

**Landlord** means whoever during the term of the tenancy is the legal owner of the premises

**Property** means the premises and any outbuildings of the property as outlined in the tenancy agreement

**Contents** means fixtures, fittings and chattels of the Landlord

**Applicant** means the person who is seeking to enter into an Agreement to rent your property

**Tenant** means the person who has entered into an agreement to rent your property

**Deposit** means the money held against any failure of the tenant to fulfil his obligations as set out in the Tenancy Agreement

**Stakeholder** means the person who holds the deposit on the tenants' behalf

**Deposit held as stakeholder** means that at the end of the tenancy, the landlord and tenant should jointly agree on the apportionment of any deductions from the deposit. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless an appropriate third party makes a decision.

**Member** means the Agent who is a member of The Tenancy Deposit Scheme

### **Tenancy Deposit Scheme**

Under the requirements of the Housing Act 2004 all deposits held under Assured Shorthold tenancies must be protected and held in accordance with a government approved scheme. We will protect deposits under The Tenancy Deposit Scheme [www.tds.gb.com](http://www.tds.gb.com).

### **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-authorized tenancy deposit protection scheme.

1.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited  
PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN

Phone: 0845 226 7837  
Web: [www.tds.gb.com](http://www.tds.gb.com)  
Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax: 01442 253193

1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

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 give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme 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 the Tenancy Deposit Scheme. 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 [www.tds.gb.com](http://www.tds.gb.com). A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

## **2 During the tenancy**

2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.

2.3 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

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

2.4 At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant. If we manage your property 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.

2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

## **3 Where there IS a dispute about the deposit at the end of the tenancy**

3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us 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.

3.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

3.4 If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

3.5 The Tenancy Deposit Scheme 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.

3.6 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.

3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. 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.

3.8 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 [www.tds.gb.com](http://www.tds.gb.com).

3.9 The Tenancy Deposit Scheme 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).

3.10 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.

#### **4 Consent to use personal information**

4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see [www.tds.gb.com](http://www.tds.gb.com)).

#### **5 Our duty to provide correct and complete information**

5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

## **6 Where the tenancy is not an AST**

6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

6.2 If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

## **7 Where you instruct us that you do not want us to protect an AST deposit**

7.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the

prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

7.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

## **8 Joint Landlords**

8.1 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

**Calendar Day or day** means any day of the year, including Saturdays, Sundays and bank holidays.

**"Relevant Person"** means person who paid the deposit or any part of it on behalf of a tenant.

**"Stakeholder"** means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

**"Scheme"** means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.



**“Statutory Time Limit”** means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

**“Working Day”** means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

## **SERVICES**

We offer three levels of service.

- Option 1: Tenant Introduction only
- Option 2: Tenant Introduction and Rent Processing only
- Option 3: Full Management including Tenant Introduction and Rent Processing

Details of what we will do and what we require you to do for each level are detailed below. At the end of this document you will be asked which service you wish to receive.

A landlord has many legal duties and responsibilities when letting out a property. It may be possible for a landlord to delegate these responsibilities to an agent. However in most cases the landlord will still remain legally liable.

Please read the next section very carefully before you decide on the level of service that you wish us to undertake

## **IMPORTANT INFORMATION: OBLIGATIONS AND RESPONSIBILITIES OF LANDLORDS**

It is important that, as a prospective landlord, you understand the extent of your responsibilities.

### **Incorrect Information**

By signing these Terms of Business you warrant that all the information you have provided to the agent is correct to the best of your knowledge and belief. In the event that you provide incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken you agree to reimburse and compensate us for all losses suffered.

### **Money Laundering Regulations 2007**

Under the money laundering regulations we, as agents, are subject to legal requirements to report any suspicions that we may have concerning money laundering (including money that may be the proceeds of crime) and terrorist financing.

As a result we have to undertake due diligence checks on you and your identity and therefore require you to provide us with proof of identity (including residency). This should ideally be a full passport or photographic driving licence as well as a current utility bill. We must see the original documents.

Please note also that such legal requirements may also override our usual duties of disclosure to our clients and customers.

### **Consent to Let**

It is your responsibility to ensure that you have obtained all necessary consents to rent your property. This would include your mortgage lender (if relevant) and your freeholder (if relevant). In the event that a tenant is paying the full rent in advance it is a condition that you provide us with written proof that your lender has granted consent to let the property.

### **Address of Landlord**

In the event that your residential address changes during the term of the tenancy you must advise us in writing in order that we may advise your tenant accordingly and in order to comply with legislation.

### **Flood and Water Management Act 2010**

When section 45 of the Flood and Water Management Act 2010 is implemented the owner of a property will become jointly and severally liable with the tenant for the payment of the charges for the water supply and sewerage charges in the event the departing tenant has not provided a forwarding address. Please note that we will make every effort to obtain a forwarding address for the tenant (see full details under Option 1 and Option 3 below). However in the event that we are unable to obtain such an address we will not be liable for any liabilities, costs or charges that you may be liable for as a result of the relevant water authorities not having such an address.

### **Energy Performance Certificate (EPC)**

It is a requirement that any property to be rented has a valid Energy Performance Certificate in place. We will be unable to market your property without either an EPC or evidence that one has been commissioned (i.e. ordered). We will therefore require that you provide us with a current EPC (which remains valid for ten years and therefore can be used for successive tenancies)

or provide us with proof that you have commissioned one. If you prefer we can commission one on your behalf.  
Please note that we will be unable to proceed with marketing if, following commissioning, the EPC is still not available after 28 days.

### **Energy Act 2011 – The Green Deal**

You confirm that you will advise us in writing before the start of a tenancy if you have entered into a Green Deal Plan where the cost of the improvements will be met through the payment of the energy bills for the property. We will then include an appropriate clause within the tenancy agreement

Please note that if you wish to enter into a Green Deal Plan during a tenancy you must obtain the written consent of the tenant before the plan can be entered into. Advise us in writing of your intention to do so and obtain the written consent from the tenant before the plan can be entered into.

### **Repairing Obligations**

Please be aware that as a landlord you have a statutory obligation to repair and maintain your property under section 11 of the Landlord and Tenant Act 1985. This includes the fabric and structure of the property, the supply for the installation of services, sanitary ware and the provisions for space heating and hot water. In general you have a duty to ensure that the property is fit for habitation and free from identifiable risks at the beginning of the tenancy and also throughout the duration of the tenancy. For the avoidance of doubt this would include any public, shared or common areas of the property

In addition the requirements of the Defective Premises Act 1972 place a liability on you for any occurrence originating from defect or lack of repair that you knew or should have known of. If the tenant suffers a loss due to a defect the landlord may be liable to compensate the tenant.

It is important that you fully understand your responsibilities and to aid this we provide you with a copy of our standard tenancy agreement which outlines your obligation to the tenant. Further information is also available at [www.communities.gov.uk/housing](http://www.communities.gov.uk/housing) (the section entitled 'Repairs, a Guide for Landlords and Tenants.')

### **Safety regulations**

Statutory regulations place obligations upon the Landlord in relation to the safety of the tenant. If you are unsure of your responsibilities relating to any of the items below please contact us for further information or seek independent legal advice.

### Gas Safety (Installation and Use) Regulations 1998

All gas appliances, fittings and pipe work in a property that is to be let out must be checked on an annual basis to ensure they are in a safe condition. In the process of this check the engineer will also need to examine the entire length of gas flues until they exit the building. If he is unable to access flues for any reason he will not be able to certify the system as safe and to do so it may be necessary to construct access panels at appropriate points.

We as agents must be in receipt of a current Gas Safety Record that lists all appliances and confirms that these and the associated fittings etc are safe prior to the commencement of any tenancy. This Record must be completed by an approved Gas Safe Register contractor and a copy given to the tenant at or before the start of the tenancy. Records must be kept for a minimum of two years and renewed annually. A copy of the renewed record must be given to the tenant within twenty-eight days of the check having been carried out. If a landlord is found guilty of a failure to comply with this regulation he will have a criminal record and face imprisonment a fine or both. As agents we will not allow a tenant to take occupation of a property that has gas appliances that do not have a current satisfactory Gas Safety Record. We can make arrangements to have a Gas Safety Record obtained for your property prior to the commencement of a tenancy for which there will be an additional charge. Charges are outlined in our Schedule of Fees and Charges at the end of this document.

### Electrical Equipment (Safety) Regulations 1994 and Electrical Installation Requirements

These regulations make it a criminal offence to supply electrical equipment or an electrical supply that is not safe. Whilst there is no mandatory requirement for an annual check the obligation to ensure that the items are safe remain. **Therefore we require you as a Landlord to either provide us with a written report from a suitably qualified electrician confirming the safety of the electrical installations and equipment or a written confirmation of your warranty of safety and full responsibility for such for both the electrical installations and equipment.** Failure to provide equipment that is safe is a criminal offence and, if found guilty, the landlord may face imprisonment a fine or both. We can make arrangements to have an electrical check on your property prior to the commencement of a tenancy for which there will be an additional charge. Charges are outlined in our Schedule of Fees and Charges at the end of this document subject to terms as below

#### Regulatory Reform (Fire Safety) Order 2005 (as amended)

These Regulations require the 'responsible person' to carry out a fire risk assessment and then to implement all appropriate fire safety measures to minimise the risk to life from fire. It is also a requirement to keep the assessment up to date. **Please be aware that as the landlord you are the 'responsible person' and it is your sole responsibility to determine what your obligations are under the Fire Safety order.** We do not carry out any of the functions of the 'responsible person'.

As agents we will not allow a tenant to take occupation of a property where, in our opinion, a serious risk of fire exists.

#### Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1993)

All soft furnishings must comply with these regulations and if they do not they must be removed from the property. Furnishings that comply will have a regulatory label attached and if this is not the case we will require evidence that the said furnishings comply with the regulations. Please do not offer to give or sell non-compliant furniture to the tenant as this is still considered supplying. As with the other regulations failure to comply with the regulations is a criminal offence and the Landlord may face imprisonment a fine or both. As agents we will not allow a tenant to take occupation of a property that contains furniture which we are not satisfied is compliant with safety regulations.

#### Smoke and Carbon Monoxide Alarms

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 Regulations require that tenanted properties are required to have a smoke alarm fitted on each storey of a property where there is a room that is used wholly or partly as living accommodation. A carbon monoxide alarm must be fitted in any room used wholly or partly as living accommodation and which contains a solid fuel burning combustion appliance. Please note that a hall or landing is classed as a room and bathrooms and toilets are classed as living accommodation.

It is the responsibility of the landlord to ensure that each alarm is in working order on the first day of the tenancy

#### Carbon Monoxide Detectors

In addition if the property contains gas appliances we strongly recommend that the landlord provide at least a battery operated carbon monoxide detector in every room/area where an appliance is situated.

### Fuel Burning Appliances

Any fuel burning appliance installed after October 2010 must comply with Building Regulation requirements and this includes the installation of a carbon monoxide detector. It is your responsibility to maintain and repair the detector which would include replacing batteries.

### HMO Property – Housing Act 2004

If a dwelling is considered an HMO property, as defined under the above Act or as designated by the Local Authority, certain requirements must be fulfilled to comply with health and safety even if the HMO does not need to be licensed. If the property is managed we will advise you of any requirements that may arise during the tenancy however it is your obligation to deal with this matter during the tenancy if it is not fully managed by us.

### Legionnaires' Disease

Providers of residential accommodation are now responsible for ensuring that the risk from exposure to legionella in premises is properly controlled.

For further information we recommend you read the guidance published by The Health and Safety Executive (HSE) '*Legionnaires Disease: Part 2. The control of legionella bacteria in hot and cold water systems*' [www.hse.gov.uk/legionnaires](http://www.hse.gov.uk/legionnaires)

Please note that landlords not on our management service will have an on-going responsibility

### Internal Window Blinds and Curtain Fittings

New Regulations were introduced in 2014 requiring that all new blinds and curtain tracks supplied and fitted by a professional must pass the new standard regarding safety where there is a danger, particularly to young children, from loose cords and loops. While these regulations are not retrospective those responsible for properties are urged to make sure that existing fittings do not pose a danger of strangulation by fitting a safety device such as a snap connector or cleat. We reserve the right to refuse to allow the tenancy to commence where we feel that any such internal blinds without any safety fittings may represent a hazard to the occupiers or visitors to the property.

## **Introduction of a tenant**

If we introduce a prospective tenant to you through whatever means and

- you decide not to enter into a tenancy agreement with that person AND
- within six months you subsequently enter into a tenancy agreement with that person that is not arranged through ourselves

you agree that you will be liable to us for an amount equivalent to the fees due to us under Option 1 for a tenancy of six-month duration

## **OPTION 1: Tenant Introduction**

### **What we will do**

#### **Marketing**

We will assess the property in order to advise on the rental potential and discuss and agree a rental figure and date for marketing.

Once we receive your signed instructions we will advertise and market the property including: entry on our web-site, Rightmove.co.uk and Onthemarket.com, inclusion in our property list and window advertisements. 'To Let' board can also be displayed (unless local planning or other restrictions prevent this).

#### **Applicants and Referencing**

Applicants will be initially qualified prior to showing them around properties, when an applicant wishes to apply for a tenancy we will contact you to take your instructions.

If you agree for us to proceed we will either take up references on each potential tenant via a reputable credit reference agency or such references as we deem appropriate and inform you of the outcome and take your instructions. (Please note that references provide current information and cannot guarantee the future performance or credit worthiness of a tenant).

#### **Deposit**

We will require the applicant to provide us with one month's rental in advance together with a six week security deposit in cleared funds prior to the commencement of the tenancy.

We will register the deposit with The Tenancy Deposit Scheme and The security deposit will be held by us during the term of the tenancy as stakeholders under the Tenancy Deposit Scheme. We will make a charge for registering the deposit with the Tenancy Deposit Scheme, such charge is noted in the section entitled Fees & Charges under the heading Sundry Fees)

If you wish to protect the deposit yourself and/or hold the deposit yourself we will require you to do certain things which are laid out in the section '**What we require you to do**' (below).

If you decide to do this we still have legal obligations to ensure that the deposit is protected within the prescribed time. Thus we reserve the right to hold the deposit until you provide proof of protection or to protect it ourselves with our preferred scheme.

### **Tenancy Agreement**

We will prepare a tenancy agreement based on the information supplied to us by both you and the applicant. Please note that we cannot accept any responsibility for any documentation other than that provided by us as your agent.

Once the tenancy agreement is prepared it will be forwarded to you by email.

You appoint us your agent for the purpose of signing and completing the tenancy agreement and you agree to ratify all acts deeds and things done by us as your Agent in accordance with the terms of this document.

Our standard tenancy agreement provides for the rent to be paid in advance by standing order and to this end we will draft a standing order mandate for completion and submission by the tenant to their bank.

For the avoidance of doubt please be aware that you will be bound to the terms of the tenancy upon execution of the tenancy.

### **Inventory and Schedule of Condition**

We can arrange for the preparation of an inventory and schedule of condition relating to the property and contents. Please note this inventory will not include details of any areas inaccessible due to safety reasons (such as any roof space or cellar for example) or of any locked areas to which we are not given access. In addition the person undertaking the inventory will not move or lift any item when it is deemed not safe to do so and nor will they test any electrical or gas appliance or system. The tenant will be given the



opportunity to agree and sign the inventory. A copy of the inventory will be emailed to you. The cost of the inventory and schedule of condition is listed in our Schedule of Fees and Charges at the end of this document

### **Initial Money Received**

A statement will be sent to you detailing the rent received and our fees that will be deducted from the rent money. The balance of money will be sent to you in the form of a BACS. In the event that our fees and costs amount to more than the initial rent we will submit an invoice for settlement of the balance, payable in full prior to the start of the tenancy.

### **Utility Providers**

Where we have been made aware of the utility providers we will write to them at the commencement of the tenancy to put the services into the name of the tenant. Please note that telephone providers do not generally take instructions from a third party and therefore this responsibility will remain with you and the tenant

### **General**

Please note. We will be unable to proceed with a tenancy in the event that we are not in receipt of a current and acceptable Gas Safety Record (if there are gas appliances in the property) and acceptable evidence of an electrical safety check for portable appliances and the supply of electricity (or your written and signed warranty of safety and full responsibility for the electrical appliances and equipment) or if there are any other safety issues relating to the property which, in our opinion, make it unsafe for the tenant to take up occupation.

Where we hold the deposit as stakeholder between the parties we will arrange for the deposit to be disposed of in line with the written instructions and confirmation of both you and the tenant. It is your responsibility to negotiate with the tenant regarding any claim you wish to make for any failure by the tenant to fulfil their contractual obligations.

We will endeavour to obtain a forwarding address for the tenant at the start of the tenancy, which we will provide to you. However it will be your responsibility at the end of the tenancy to contact the relevant water authority with a forwarding address. We will not be liable for any liabilities, costs or charges that you may be liable for as a result of the relevant water authorities not having such an address.

## **What we require you to do**

### **Keys**

We require that you supply us with sufficient full working sets of keys for each tenant.

### **Providing Information**

It is a condition of the Consumer Protection from Unfair Trading Regulations 2008 that the applicant be provided with all relevant information that may influence his decisions concerning viewing and renting a property. With this in mind we require that you inform us of any information regarding your property (including information about the neighbourhood, the environment and the neighbours) which we may not be aware of and which may influence a prospective tenant's decisions concerning the property.

### **Insurance**

We require that you take out appropriate building and contents insurance with the inclusion of public liability cover. As your insurance company must be advised of all changes of circumstances, you will need to advise the insurers that the property is to be rented out and keep them informed of all times when the property is unoccupied.

### **Pre-tenancy Documents**

We will require that certain documents must be made available to us.

In order for us to begin marketing the property

- a current EPC (Energy Performance Certificate)

In order for us to allow the tenancy to commence

- a current Gas Safety Record to be available for the beginning of the tenancy (if the property has a gas supply)
- Smoke and carbon monoxide alarms fitted, and in working order, in line with the requirements of the Smoke and Carbon Monoxide Alarm regulations 2015
- A written report from a suitably qualified electrician confirming the safety of the electrical installations and equipment or a written confirmation of your warranty of safety and full responsibility for such for both the electrical installations and equipment.

We can arrange for all of these to be undertaken if they do not already exist. Additional fees will apply (see section entitled 'Sundry Fees').

### **Head-Lease**

We require that you supply us with a copy of your head lease (if applicable) in order that we may provide the tenant before the start of the tenancy with the terms that affect them. Failure to provide this document may result in you not being able to take action against your tenant to remedy any breach in the event that they do not comply with any of the requirements.

### **Overall Safety**

By signing this document you agree to ensure that the property is fit for habitation and free from identifiable risks at the start of the tenancy. For the avoidance of doubt this would include any public, shared or common areas of the property.

### **Protecting the Deposit**

In the event that you elect to protect the deposit with a scheme with which we are not a member we will require you to provide us with the required wording for that scheme for both the Tenancy Agreement and the Prescribed Information sufficiently in advance of the proposed start of the tenancy to allow the documents to be prepared.

In addition, as stated above, we will require proof of your membership of such a scheme and proof of the deposit having been protected before we will hand it over.

### **Appliance Manuals**

We are not responsible for advising any tenant or occupier regarding the working of any appliance or equipment. You agree to provide relevant instruction manuals for all appliances or equipment provided at the property.

We would recommend that you make arrangements for the post to be redirected.

**FOR THE AVOIDANCE OF DOUBT PLEASE NOTE**

**As we do not manage your property it is important that you comply with all the requirements of the safety regulations in particular the ongoing obligations of the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and the Regulatory Reform (Fire Safety) Order 2005.**

**It is your responsibility to ensure the renewal of the Gas Safety Record in line with legislation and that the electricians and electrical equipment remain safe. Please provide us with a valid copy each year that the property remains tenanted.**

**OPTION 2: Tenant Introduction and Rent Processing**

This service includes everything included in Option 1 above  
AND:

What we will do

**Rent Processing**

Once we have confirmation of cleared rent funds into our account we will forward payment of the rents received, less any deductions, to you by way of BACS

We will send you a statement on a monthly basis indicating rent received and outgoings.

We will forward the payments to you on the Thursday after the money has cleared into our account however we cannot guarantee this time frame as circumstances may occur which are beyond our control.

**Rent Arrears**

In the event of the tenant failing to make full rental payments on time we will contact them in writing on the following basis:

Letter 1                      5-7 working days in arrears of all or part of the rent due

Letter 2                      10-15 working days in arrears of all or part of the rent due

Letter 3                      20-30 days in arrears of all or part of the rent due  
We will send you copies of Letters 1, 2 and 3 at the same time they are sent to the tenant.

If You have any rent guarantee insurance that has not been taken out through ourselves you must contact the insurance provider as soon as you are made aware of the arrears in order to put them on notice that a claim may be made.

If the tenant leaves the property of their own accord prior to the expiration of the tenancy it is your responsibility to take appropriate action to recover any outstanding rent from the former tenant

### **Ending or Renewing the Tenancy**

Please note that we do not take action to re-possess the property and it will be your responsibility to instruct a solicitor to take further action and to pay all associated costs.

We will contact you prior to the end of the tenancy to take your instructions regarding extending, renewing or ending the tenancy. In the event that no action is taken and the tenancy continues on a periodic basis our fees will still remain due.

Upon your written instructions we will prepare a renewal tenancy agreement for a further fixed period as agreed. The cost of such a renewal is listed in our section entitled 'Sundry Fees'

Upon your written instructions we will prepare a notice relevant to the tenancy to bring the tenancy to an end in line with current legislation.

### **At the end of the tenancy**

Upon your written instruction we can arrange for an independent check out of the property at the end of the tenancy and send the report to you based on the differences between the inventory at the time of the check in and the check out. The cost of the check out report is listed in our section entitled 'Sundry Fees'. Alternatively it will be your responsibility to check over the property at the end of the tenancy.

Following your consultation with your tenant we will dispose of the deposit in accordance with written instructions from both you and your tenant. If you are unable to reach an agreement you must comply with the requirements of the TDS Scheme (or whichever scheme you may have protected the deposit through).

### **Tax and Overseas Landlords**

If you are considered a non-resident Landlord for tax purposes you will be required to complete an application form called NRL1 which can be obtained from Inland Revenue. You will need an appropriate

approval number from HM Revenue and Customs (HMRC), should we not receive this approval number we are legally obliged to make deductions from the rent at the base rate of tax.

In all other circumstances you will remain responsible to HMRC for submission of self-assessment information and the payment of any tax that may be due.

### **Duplicate Documents**

We will provide you with duplicate copies of rent statements or any other requested duplicate documentation for which there will be a charge. Charges are outlined in our Schedule of Fees and Charges at the end of this document.

### **FOR THE AVOIDANCE OF DOUBT PLEASE NOTE**

**As we do not manage your property it is important that you comply with all the requirements of the safety regulations in particular the on-going obligations of the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and the Regulatory Reform (Fire Safety) Order 2005. It is your responsibility to ensure the renewal of the Gas Safety Record in line with legislation and that the electricians and electrical equipment remain safe. Please provide us with a valid copy each year that the property remains tenanted.**

**Change of ownership.** In the event that you sell, gift or otherwise dispose of or relinquish ownership of your property during the course of the tenancy you will remain liable for the contract for the remaining period of the tenancy or for three months from the date of the sale, whichever is the shorter, and this will include the obligation to pay our fees.

### **What we require from you**

If you wish to enter into a Green Deal Plan during a tenancy you must obtain the written consent of the tenant before the plan can be entered into. We therefore require you to advise us in writing of your intention to do this so that we can obtain this written consent.

### **OPTION 3: Full Management including Tenant Introduction**

This service includes everything mentioned in Options 1 and 2 above

AND:

### **What we will do**

**Move In**

We will arrange for the tenant to attend at the office to sign the tenancy agreement and provide them with a copy of the inventory. The tenant will be given the opportunity to agree and sign the inventory and return back to us within 7 days.

**Maintenance and Repair Work**

We will arrange for investigation of faults reported to us and where necessary instruct contractors to carry out repairs up to the limit of £200, without recourse to you. In the event that more major works are required we will report to you for your instructions. We reserve the right, in an emergency, to proceed with works without your prior consent.

We will make an additional administration charge of 10% plus VAT of the total bill.

Please note that we do not carry out the role of a surveyor or architect and merely act as administrators and co-ordinators in relation to all works carried out.

You have the right to nominate a preferred contractor. However in the event of our being unable to contact them in an emergency or if they are unable to undertake work within an acceptable time frame we reserve the right to appoint an alternative contractor.

It is your responsibility to ensure that your nominated contractor has adequate and current public liability insurance. We reserve the right to request sight of these documents and or evidence of appropriate qualifications to carry out work. If they are unable to verify their relevant qualifications or produce evidence of insurance we reserve the right not to appoint a nominated contractor.

We will instruct contractors in good faith however we do not accept liability for their work.

**Property Visits**

We will visit the property, subject to the tenant giving us permission for access, once during the tenancy (or once per annum if that is the shorter option) and report our findings in writing to you. Please note that this visit is to ascertain the general condition of the property and contents and is not a full inventory check.

If on the property visit there are any obvious signs of a defect which may result in there being a risk of Legionella bacteria arising, or if a

problem is reported to us by a tenant we will arrange for remedial work as deemed appropriate by a competent contractor. In addition if, during any such visit, we become aware of any issues with the property or associated common or shared areas that may cause you to be in breach of your repairing obligations, we undertake to further investigate as required and if necessary carry out work as described in '**Maintenance and Repair Work**' (see above).

### **Regular Checks**

We will arrange the following regular checks if applicable and as they become due:

- a gas safety record inspection (annually)
- a service of any fossil fuel, oil fired or wood burning appliances (annually).
- any services as required by any maintenance contract that may be in place, details to be supplied to us.

If the building regulations require the installation of a carbon monoxide detector you are responsible for the ongoing maintenance and repair including replacement batteries. We will make arrangements to replace batteries or repair when notified by the tenant

### **Cost of Work**

The cost of these checks, works and service will be paid from the rent received. In the event that we do not hold sufficient funds at that time we will require you to place us in funds.

### **The End of the Tenancy**

At the end of the tenancy we shall arrange for an independent check out of the property and send the report to you based on the differences between the inventory at the time of the check in and the check out. The cost of the check out report is listed in our section entitled 'Sundry Fees'. We will arrange for quotes to be prepared for any cleaning items and damages and submit this to you for your comments. Please note that we will point out to you, for your information, any works to the property that have come to our attention which may be your responsibility and may not be the liability of the tenant also taking into account fair wear and tear.

We will attempt to negotiate and mediate between the parties in the event of any dispute regarding the deposit. However we are unable to dispose of the deposit without the written consent of the parties. In the event of a failure to reach agreement we, you or the tenant



may refer the matter to an independent adjudicator in line with the requirements of the Tenancy Deposit Scheme.

If you require us to prepare and submit a claim on your behalf for adjudication with the relevant tenancy deposit scheme we will make a charge for this service. Charges are outlined in our Schedule of Fees and Charges at the end of this document.

We will make all endeavours both before the start of the tenancy and/or at the end of the tenancy to obtain a forwarding address from the tenant. Where we have such an address we will pass this onto the relevant water authority. In the event that we are unable to obtain such an address we will not be liable for any liabilities, costs or charges that you may be liable for as a result of the relevant water authorities not having such an address

### **What we require you to do**

We will require you to complete our management details form that will provide us with information to enable us to manage your property on your behalf. This document will form part of the agreement between you and us.

You will advise us in writing of any appliance, fixture, fitting or the like which is under any guarantee, warranty or service contract etc. and provide us with the documentary details. You will inform us of any on-going maintenance problems prior to the start of the tenancy

We require that you supply us with an additional set of keys for us to keep for use in connection with our management responsibilities.

Before the start of an initial tenancy we require that the property is professionally cleaned including the oven and all carpets and that we are provided with a copy of the receipt. We will ensure that the tenancy agreement will then require the tenant to have the property including the oven and all carpets similarly professionally cleaned at the end of the tenancy

## **ESSENTIAL INFORMATION**

### **Landlord Insurance**

Please note that before the property is let and between tenancies we do not manage the property and this may affect your insurance cover. It is your responsibility to notify your insurance company that the property is empty.

**Acts of Third Parties**

We will not be responsible for any loss or damage that you may suffer through the act, default or negligence of any third party

**Commission**

Any income or commission earned by us as a result of our duties to you under these terms paid by any third party will be retained by us

**Data Protection**

We confirm that we are registered with the Information Commissioner's Office under the Data Protection Act 1998. We will process all personal information in accordance with the provisions of that legislation. By signing this agreement you consent to us providing your personal data to third parties as we deem appropriate

**Complaint Procedure**

We adhere to the Complaints Procedure set out in Halls In-House Complaints Procedure (copy available upon request)

In the event that a complaint cannot be resolved by our stringent in house complaints procedure and the matter is referred to The Property Ombudsman you agree that we may disclose information relating to the file to The Property Ombudsman Ltd.

**Termination**

This contract automatically terminates on the formal ending of the tenancy arranged under this contract. Either party may bring this contract to an end during the period of the tenancy by giving three months written notice of their intention to do so. If you, on terminating the contract, intend to continue letting to the tenant introduced by us then an additional fee equivalent to three month's commission will be payable at the end of the notice period.

In the event of your death this contract will continue until the end of the tenancy created under this contract and instructions will be taken from the executor of the estate.

We reserve the right to cancel this contract without notice in the event that you fail to allow us to fulfil your statutory obligations in line with this contract.

## **SCHEDULE OF FEES AND CHARGES**

Please note all fees quoted are subject to Value Added Tax at the current rate applicable at the time.

Please also note that to comply with our obligations under the Consumer Rights Act 2015 all of the fees that we charge to a landlord will be available for inspection in our office(s) and on our website.

### **Option 1: Tenant Introduction**

A letting fee equivalent to 2 week's rent, to be paid in full before or at the commencement of the tenancy.

### **Option 2 Tenant Introduction and Rent Processing**

A monthly commission fee of 7% of the total amount of the rent which becomes due under the tenancy. This will be deducted by us from the rent received as due under the tenancy. If insufficient rent is received you will be liable for paying our commission on receipt of our invoice.

This commission is applicable to the first fixed term and to all extensions or renewals of the tenancy.

### **Option 3: Tenant Introduction, Rent Processing and Property Management**

A monthly commission fee of 9% of the total amount of the rent which becomes due under the tenancy. This will be deducted by us from the rent received. If insufficient rent is received you will be liable for paying our commission on receipt of our invoice. This commission is applicable to the first fixed term and to all extensions or renewals of the tenancy.

### **Cancellation following Offer**

In the event that you withdraw your instructions to proceed with a tenancy prior to the commencement of the tenancy, other than because of unacceptable references, you will be required to cover the cost of reasonable expenses incurred by the agent. Please note that in the event that you have created a binding oral agreement with the tenant you may be liable for any consequential losses of the tenant

### **Sundry Fees (inclusive of VAT) (please tick as required)**

Arranging for an EPC	£102.00	[ ]
Preparation of new Tenancy Agreement	£90.00	[ ]
Tenancy Agreement Renewals/Tenant change over	£90.00	[ ]
Registering deposit with Tenancy Deposit Scheme	£48.00	[ ]
Tenancy Deposit Scheme annual charge	£48.00	[ ]
Arranging for the Gas Safety Check/Record	£90.00	[ ]
Preparing/submitting documentation for adjudication to the Tenancy Deposit Scheme	£120.00	[ ]
Court fees for appearing as a witness	£60.00	[ ]
Additional Property Visits	£30.00	[ ]
Additional Rent Statements	POA	[ ]
Additional Sundry Documents	POA	[ ]

### **Inventory Fee/Schedule of Condition – Unfurnished [ ]**

Studio flat	£80.40
1 bedroom	£96.00
2 bedrooms	£144.00
3 bedrooms	£168.00
4 bedrooms	£198.00

All extra rooms/units includes garages, utility rooms, games rooms, en-suite, downstairs toilets etc gardens and garden buildings will be charged at a £10 supplement per room/unit.

### **Inventory Fee/Schedule of Condition – Part/Furnished [ ]**

Studio flat	£96.00
1 bedroom	£144.00
2 bedrooms	£180.00
3 bedrooms	£204.00
4 bedrooms	£240.00

All extra rooms/units includes garages, utility rooms, games rooms, en-suite, downstairs toilets etc gardens and garden buildings will be charged at a £10 supplement per room/unit.

### **Check out (Landlord Share) [ ]**

Independent check out visit with report	£60.00
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## **Notice of the Right to cancel this Contract**

Under the requirements of The Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013 you may have the right to cancel this contract within fourteen days commencing from and including the day after this agreement is signed.

For the avoidance of doubt the right to cancel applies to any off-premises contract concluded (one concluded in the simultaneous presence of yourself and us away from our offices or in our office by remote means i.e. by e mail, telephone etc. immediately after such a meeting) or distance-contract (one concluded entirely remotely and we do not meet).

You also have the right to request the performance of the contract to start before the cancellation period (that is, you wish us to start work as outlined above). If you require us to start work immediately you still have the right to cancel within the fourteen days. **However please be aware that in these circumstances you will be liable for any costs that we have incurred during the intervening period**

If you would like to have the contract commence with immediate effect please sign the waiver at the end of this contract.

If you want to delay the performance of this contract for fourteen days then please do not complete the waiver and the contract will be binding after the fourteen days.

If during the fourteen days you wish to cancel the contract you must do so either by completing the form at the end of this document and sending it to us or by informing us by some other clear statement. The cancellation notice is effective from the time it is posted or sent. Please note that cancellation cannot be made after the expiry of the fourteen days

## **FORMS FOR COMPLETION**

### **DECLARATION**

(please delete/complete as and where appropriate)

I/We confirm that we are the sole/joint owners of the property known as:.....  
and instruct Halls Estate Agents Limited to let the above named property under the following service: .....

I/We agree to be bound to the terms and conditions of this contract having read and understood the contents.

I/We confirm that we have obtained all necessary consents relating to the letting of this property

I/We confirm that we are a UK resident/not a UK resident for tax purposes

I/We confirm that we have read the section entitled '**Important Information: Obligations and Responsibilities of Landlords**' and downloaded information as necessary and confirm that all the premises, services, appliances, furniture and fittings to the property comply (where appropriate) to the legislation contained in that section.

I/We do require Halls Estate Agents Limited to obtain an EPC/Gas Safety Record/Portable Appliance Test/Electrical Installation Test prior to the commencement of a tenancy. I/We confirm that we will provide all necessary funds in advance.

I/We confirm that I/We will obtain the EPC/Gas Safety Record/Portable Appliance Test/Electrics Test and provide the documentation to the Agent before the start of the tenancy and the EPC at the point of marketing

**I/We confirm that I/We instruct Halls Estate Agents Limited to provide (please tick as appropriate)**

Option 1 – Tenant Introduction [ ]

Option 2 – Tenant Introduction and Rent Processing [ ]

Option 3 – Full Management includes Tenant Introduction [ ]

**In addition I/We also require Halls Estate Agents Limited to provide service(s) that I/We have ticked from the Sundry Fees as listed on page 28.**

Signed.....

Print  
Name(s).....

Date.....

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**IMMEDIATE PERFORMANCE REQUEST**

**I/We require that the performance of this contract to start before the expiry of the cancellation period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.**

**To that effect I/We agree to waive my/our right to cancel.**  
[This means that although you still may cancel the contract within the fourteen days you will be liable to pay the reasonable costs and expenses incurred by us as your agent]

Signed..... Date.....



**CANCELLATION OF THE CONTRACT**

If you wish to cancel the contract within fourteen days from the time it commences (that is fourteen days from entering in to these Terms of Business) complete and return the declaration below:

To Halls Estate Agents Limited

I/We give notice that I/We wish to cancel my/our contract relating to (insert address of property).....

Client signature.....

Client signature.....

Date.....