

# chrishamriding

lettings & estate agents



## You're in safe hands

Chris Hamriding are members of the **Property Ombudsman (TPO)**, the **National Association of Estate Agents (NAEA)** and the **Association of Residential Letting Agents (ARLA)**

How does that benefit you? Well, by working alongside these organisation we can provide all our clients with a protection policy that guarantees your money is always protected.

## Residential Landlord Terms of Business

(TOB V3 - 06/09/2021)

Rental Property Address and Postcode:		
Landlord's Name:		
Office Checklist:		
ALTO REF NO:	DETAILS ONTO ALTO: <input type="checkbox"/>	TOB SCANNED ONTO ALTO: <input type="checkbox"/>
SIGNED COPY SENT TO LANDLORD: <input type="checkbox"/>	ADDITIONAL SERVICES BOOKED: <input type="checkbox"/>	ID CHECK: <input type="checkbox"/>
EA REF NO:	ADDITIONAL SERVICES BOOKED: <input type="checkbox"/>	BILLING SETUP: <input type="checkbox"/>



# Lettings Property Fact Find

Property Information: To manage your property effectively please provide the following information in as much detail as possible:

ALTO SYSTEM REQUIREMENT		
Rental Prop Address:		
Sitting Tenant(s) Details:		
Market & Ownership:		
Market:	<input type="checkbox"/> To Let <input type="checkbox"/> For Sale <input type="checkbox"/> Both	
Category:	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial	
Property Type:	<input type="checkbox"/> House <input type="checkbox"/> Flat <input type="checkbox"/> Apartment <input type="checkbox"/> Other: <input type="checkbox"/> Detached <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Other:	
Parking: (No.of cars)	<input type="checkbox"/> Garage (    ) <input type="checkbox"/> Off Road (    ) <input type="checkbox"/> Underground (    ) <input type="checkbox"/> Permits(    ) If allocated parking space ref number (s)	
Floor Area:	(    ) M2	
Building:	(    ) floor of (    ) Floors	
Land:	(    )Acres	
Council:	<input type="checkbox"/> Cheshire East <input type="checkbox"/> Other:	
Tax Band:	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	
Asbestos present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Gas Cert Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Elec Cert Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Rental Info:		
Rent:	Price £                  PCM	Deposit: £
Furnishing:	<input type="checkbox"/> Unfurnished <input type="checkbox"/> Furnished <input type="checkbox"/> Part-Furnished	
Term of rental:	<input type="checkbox"/> Min 6 months (Rolling?) <input type="checkbox"/> Other:	
Letting Type:	<input type="checkbox"/> Long <input type="checkbox"/> Short <input type="checkbox"/> Student <input type="checkbox"/> Other:	
Available Date:	__ __ / __ __ / 20 __ __	
Acceptable:	<input type="checkbox"/> Children <input type="checkbox"/> Pets <input type="checkbox"/> Smokers <input type="checkbox"/> Other:	
Board Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Viewing Notes: Include Alarm and access info.		
General:		
Agency Type:	<input type="checkbox"/> Sole <input type="checkbox"/> Multiple	Landlord Rept Freq: (    ) days
Term Notes:	Type in actual fees (e.g. £600+13% inc VAT)	
Review Notes:	Type in date of entry and initials (e.g. 20/2/2021 CH)	
Rental Specific:		
Contract Ends:	Date:	
Management Type:	<input type="checkbox"/> Managed	<input type="checkbox"/> Let Only
Management Comm'n:	<input type="checkbox"/> Managed (12% inc VAT PCM)	<input type="checkbox"/> Let Only (0%)
Upfront Fee:	<input type="checkbox"/> Managed (£500 + VAT)	<input type="checkbox"/> Let Only (£700 inc VAT minimum fee) or one months rent inc VAT whichever the greater
Property Maintenance:	<input type="checkbox"/> (Managed) Handled by Us	<input type="checkbox"/> (Let Only) Handled by Landlord
Overseas Landlord:	<input type="checkbox"/> Unspecified <input type="checkbox"/> Tax deducted by us <input type="checkbox"/> Informed has Advisor	



# Terms of Business (“the Agreement”)

This Agreement contains the Terms and Conditions of Business agreed between the client (“the Landlord” “the Landlords” or “the Client” “you” or “your”) and Chris Hamriding Lettings & Estate Agents (“Chris Hamriding Lettings & Estate Agents” or “the Agent” “the Agents” “us” or “we”) of 9 High Street, Congleton CW12 1BN. The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement, the rights and obligations of both parties in the Agreement; and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract. Once signed, this Agreement will be legally binding on the Landlord. In the Agreement, the word “Applicant” or “Tenant” means any person applying to rent the property or subsequently taking a Tenancy of it. The word “Property” means the Property address shown below.

1. Parties to this Agreement:

This Agreement is made between: (“the Agent”)

**Chris Hamriding Lettings & Estate Agents, 9 High Street, Congleton CW12 1BN**

And (“the Landlord”)

(It is a legal requirement that all owners’ details be noted - This address will be used for the contact and service of notices to Landlords)

LANDLORD 1	LANDLORD 2
Name:	Name:
Full UK address including Postcode:	Full UK address including Postcode:
Mobile:	Mobile:
Landline:	Landline:
Email:	Email:
Date of Birth: (Required for ID checks) dd/mm/yyyy	Date of Birth: (Required for ID checks) dd/mm/yyyy
Landlord declares and confirms that they are based in: <input type="checkbox"/> in the UK or <input type="checkbox"/> Overseas	Landlord declares and confirms that they are based in: <input type="checkbox"/> in the UK or <input type="checkbox"/> Overseas

and relates to (“the Property”) known as:

THE PROPERTY FOR RENTAL	
Full rental property address including Postcode:	
LANDLORD BANK DETAILS FOR PAYMENT OF RENT	
Bank / Building Society Name:	Account Name:
Bank Address:	Account Number: ...../...../...../...../...../...../...../.....
	Sort Code: ____ - ____ - ____

LETTING SERVICE SELECTION			
Letting Service Options	Setup Fee (inc VAT)	Commission (inc VAT)	Tick Service Required
1 Let Only Service (Tenant Find)	Let Only (£700 inc VAT minimum fee) or one months rent inc VAT whichever the greater	N/A	<input type="checkbox"/>
2 Managed Service	£500 + Vat	12 % in Vat	<input type="checkbox"/>

## Additional Services Selection

We can also arrange the following additional services on behalf of the Landlord. If the Landlord wishes to make their own arrangements, please provide details and confirmation as evidence of the work completed, and the certificates required by law. These shall be made available to us prior to the start of the tenancy.

**ONE tick box must be completed for each row.**

**A (HAS)** - The Landlord has an up-to-date copy and will provide it to the Agent.

**B (GET)** - The Landlord will place the order and provide the Agent with a copy before the commencement of the Tenancy.

**C (INSTRUCT)** - The Landlord will pay the Agent to instruct contractors for the services at the price shown below.

*If for any reason the Landlord fails to meet their statutory obligations, the Landlord agrees to take full responsibility for any faults that may occur whilst the property is occupied. In the event of injury or death, if found negligent a landlord could incur fines up to £5,000 or even imprisonment!*

<b>PROPERTY SAFETY (TICK ONE BOX)</b> See Schedule 6 Additional Services and Schedule 4 Landlords Obligations for further details	Fee Inc. VAT	A LANDLORD HAS	B LANDLORD WILL GET	C INSTRUCT AGENT
<b>(EPC) ENERGY PERFORMANCE CERTIFICATE</b> ▪ Certificate lasts 10 years ▪ Required by Law ▪ Must be rated E or higher (or exempt) Arrange access and retain certificate.	£60	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(CP12) LANDLORDS GAS SAFETY CERTIFICATE (NATURAL GAS)</b> ▪ Certificate Valid 12 Months ▪ Required by Law Gas Safety Regs 1998 Arrange access and retain certificate.	£66	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HETAS CERTIFICATE OF COMPLIANCE (SOLID FUEL)</b> ▪ Provide HETAS compliance certificate and any service documentation Arrange access and retain certificate. CO2 detectors must be installed in any room where there is a solid fuel heater.	£75	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SMOKE ALARMS / CARBON MONOXIDE DETECTORS (CO2)</b> ▪ Start of tenancy ▪ Required by Law Engineer visits the property to check alarms present and/or to install any missing alarms/detectors. Missing or additional alarms/detectors that may be required are charged at £30+VAT (£36) each.	£60	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(EICR) ELECTRICAL INSTALLATION CONDITION REPORT (1-3 Bedrooms)</b> ▪ Certificate valid 5 years ▪ Law from 1 July 2020 Arrange access and retain certificate.	£150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>(EICR) ELECTRICAL INSTALLATION CONDITION REPORT (4 Bedrooms)</b> ▪ Certificate valid 5 years ▪ Law from 1 July 2020 Arrange access and retain certificate. Over 4 bedrooms POA.	£220	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PAT TESTING</b> ▪ Start of tenancy ▪ Recommended 2-years small appliances, 4 years for large appliances Portable Appliance Testing up to 10 appliances. £3+VAT (£3.60) each additional appliance.	£90	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LEGIONELLA RISK ASSESSMENT</b> ▪ Start of tenancy ▪ Risk Assessment valid 2 years ▪ Required by Law ▪ Can be carried out by "competent" landlords see HSE website Arrange access and retain assessment.	£72	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INTERNAL BLINDS &amp; EUROPEAN SAFETY STANDARDS</b> ▪ Start of tenancy Checking existing properties where blinds or tracks are fitted and, where needed, fitting cleat or snap connectors (per visit plus costs).	£60	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OTHER SERVICES SPECIFIC TO THE PROPERTY - (e.g., LPG gas, Oil burners etc.)</b> See Schedule 6 "Additional Services 1 & 2" for further details				
<b>KEY CUTTING SERVICE:</b> Normally 3 sets of keys are required at the start of a tenancy. If a landlord does not provide enough keys, we charge £15 per store visit, plus the actual cost of the keys cut. (per visit plus cost of keys cut).	£15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	£	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	£	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	£	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The costs shown are for the inspection only and exclude repairs and any other costs.

## Confirmation of Instruction

I/We confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Premises adjoining property or the building of which the Premises forms part which may affect the letting of the Premises except as noted below.

Exceptions:
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I/We accept the Agreement including the above Terms and Conditions and instruct the Agent to act on my/our behalf.

<b>(A) For use where the LANDLORD is an INDIVIDUAL or group of individuals:</b>		
Signed for on Behalf of the Agents: Print Full Name:	Signed:	Date:  dd/mm/yy
Full Property Address:		
Landlord 1: Print Full Name:	Signed:	Date:  dd/mm/yyyy
Landlord 2: Print Full Name:	Signed:	Date:  dd/mm/yyyy
NB: All single signatures are deemed as "on behalf of" all joint landlords		

<b>or (B) For use where the LANDLORD is a COMPANY:</b>		
<b>Signed for on behalf of Chris Hamriding Lettings &amp; Estate Agents:</b>		
Signed for on Behalf of Chris Hamriding Lettings & Estate Agents: Print Full Name:  Position:	Signed:	Date:  dd/mm/yyyy
<b>Signed for on behalf of the Landlord:</b>		
Name of the Landlord Company:		Company Registration No.
Print Full Name:  Position:	Signed:	Date:  dd/mm/yyyy
<b>Witnessed by:</b>		
Witnessed by - Print Full Name:  Occupation:	Signed:	Date:  dd/mm/yyyy

## Instructions to Market the Property

<b>I/we wish Chris Hamriding Lettings &amp; Estate Agents to begin marketing the Property immediately</b>		
Print Full Name:	Signed:	Date:  dd/mm/yyyy

# The Conditions of the Agreement

## Introduction

Chris Hamriding Lettings & Estate Agents is a Lettings and Management Company which specialise in providing a professional service to landlords and tenants. Fees and expenses are shown in the attached Schedule 6 headed Commissions, Fees and Charges.

## Sole Agency

By appointing us, you agree that we shall have:

- **Sole Agency for a period of 16 weeks** to market the property ("the Initial Period").
- The sole agency can be terminated at the end of the Initial Period by giving us **two weeks' prior written notice**.
- If you do not terminate the sole agency it will continue until we receive your written instructions.

In the following circumstances the Landlord will be liable to pay more than one fee including any VAT in addition to any agreed costs and charges:

- Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or
- Where the Landlord instructs another agent during the Initial Period of the Sole Agency.

The Agent will also be entitled to commission and fees in each of the following circumstances:

- If Tenancy Agreements for the letting of the Property are exchanged during our Sole Agency even if the tenant was not found by us but by another agent or by any other person, including yourself;
- If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which we had Sole Agency but to a prospective tenant who was introduced to the Landlord during the period or with whom we had negotiations about the Property during that period. Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.

A prospective tenant is deemed to have been introduced by the Agent if, during the Sole Agency the prospective tenant was made aware of the availability of the Property for rent through, for example, advertisements /window displays/ internet exposure /applicant database leads or through any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.

## Multiple Agency

For the avoidance of doubt, for lettings we operate on a Sole Agency basis and do not offer multi-agency terms.



**chrisamriding**  
Lettings & Estate Agents

Where Moving Matters

## Welcome to Chris Hamriding estate agents

We are an award winning and friendly family run estate agency business who specialise in Congleton and the surrounding areas. We strive to deliver an exceptional customer experience to you as we firmly believe that it's the personal touches that set us apart from the rest!

Yours truly

*Chris Hamriding & Pete Hutchins*

*We're really looking forward to working with you!*

Chris Hamriding | 01260 543999 | Congleton Branch: 9 High St, Congleton, CW12 1BN | sales@chrisamriding.co.uk

# The Services: Let Only Service (Tenant Find)

Chris Hamriding Lettings & Estate Agents provide the following two services: Let Only or Managed Service.

## Market Appraisal

Advise on possible market rent achievable in current market conditions.

## Compliance

Advise on statutory obligations which the Landlord must comply.

## Property Marketing

Advertise the Property; Provision of a marketing campaign including website coverage, property particulars, erection of a marketing board to the exterior of the Property in line with local regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board.

## Accompanied Viewings

Where possible the Agent will arrange suitable times for Applicants to view the property. If there is a current Tenant access will be subject to the Tenants permission. If the Agent encounter problems obtaining access for viewings it is the Landlords responsibility to advise the Agent of suitable times for viewing access; The Landlord to supply keys to the Agent to undertake viewings.

## Referencing

Where possible to take up suitable references and credit references for your approval through a third-party referencing agency. The fee for referencing is included in the Let Only (Tenant Find) Set-up fee; Carry out all Right-to-Rent checks under the Immigration Acts 2014 and 2016 in-house or through a third-party supplier. We do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy at the Property. The Agents have no liability if the Landlord fails to comply with his statutory responsibilities.

## Tenancy Agreement

Introduction of a prospective tenant and negotiating terms between the parties; Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute; Receive first month's rent from the Tenant on behalf of the Landlord; Tenant to pay the Deposit direct to the Landlord. It will be the responsibility of the Landlord to serve the prescribed information and any other documents on the Tenant. Chris Hamriding Lettings & Estate Agents have no liability if the Landlord fails to do so; If the Tenancy is an AST there are limitations on the amount of the Deposit as follows: the maximum amount to be held as the Deposit for all new tenancies commencing on or after June 1 2019 if the Tenancy is an AST and the annual rent does not exceed £50,000 is five weeks' rent (**we recommend 1 month**); or a deposit equivalent to six weeks' rent if the total annual rent is 50,000 per year or more and the Tenancy is an AST. Serve the draft Tenancy Agreement and if it is an AST the "How to Rent" Handbook, a copy of the Gas Safety Certificate and the EPC on the prospective tenant. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if provided by the Landlord and provided the relevant instructions and documents are received.

## Inventory / Condition Report

Arrange an inventory ("the Inventory") on behalf of the Landlord; the Landlord is responsible for the check-in of the Inventory with the applicant ("the Applicant") and testing of smoke alarms and

carbon monoxide detectors on the first day of the Tenancy. The cost of compiling the Inventory is borne by the Agent and the cost check-in and check-out is borne by the Landlord; Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end the Tenancy. The Agents will not negotiate on the Landlord's behalf.

## Initial Months' Rent

Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account as soon as reasonably practicable after deduction of our fees and expenses.

## Security Deposit Management

It is the Landlord who holds and manages the Deposit under this Let Only Service. The Agent will arrange for the Tenant to pay the Deposit direct to the Landlord. It will be the responsibility of the Landlord to serve the prescribed information and any other documents on the Tenant. The Agents have no liability if the Landlord fails to do so; Failure to correctly protect the security deposit in statute can result in fines and remove the ability to serve notice during possession.

## Rent Collection

After the Initial payment to the Agents, ongoing rent collection is the responsibility of the Landlord; We inform the Tenant of the Landlords bank account details.

## Utilities

Advise it is the Landlord's responsibility to notify the utility companies (telephone, satellite, VOIP, cable, gas, water, electricity, alarm if applicable etc.) and the local authority of the changeover of occupants at the commencement and termination of the tenancy. Failure to do so may mean continued liability for the accounts.

## Inspections

Advise that the Agent does not manage the property and it is the Landlord's responsibility to undertake periodic inspection.

## Repairs and Maintenance

As the Agent, Chris Hamriding Lettings & Estate Agents is appointed only for the purpose of finding a tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences. To avoid doubt the Agents fees are payable in full upon the commencement of the Tenancy.

## Notice Processing

Advise that the Agent does not process notices under the Let Only Service (Tenant Find).

## Deposit Dispute Handling

Advise that the Landlord is responsible to undertake check-outs and under the terms of their registered Tenancy Deposit Scheme to deal with any disputes.

## Other

The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated prior to the end of the initial fixed Term.

# The Services: Managed Service

Chris Hamriding Lettings & Estate Agents provide the following two services: Let Only or Managed Service.

## Market Appraisal

Advise on possible market rent achievable in current market conditions.

## Compliance

Advise on statutory obligations which the Landlord must comply.

## Property Marketing

Advertise the Property; Provision of a marketing campaign including website coverage, property particulars, erection of a marketing board to the exterior of the Property in line with local regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board.

## Accompanied Viewings

Where possible the Agent will arrange suitable times for Applicants to view the property. If there is a current Tenant access will be subject to the Tenants permission. If the Agent encounter problems obtaining access for viewings it is the Landlords responsibility to advise the Agent of suitable times for viewing access; The Landlord to supply keys for all external locks to the Agent to undertake viewings; the Landlord will also supply 3 sets of keys for the management of the property or instruct us to have additional keys cut at the Landlords expense.

## Referencing

**References:** Where possible to take up suitable references and credit references for your approval through a third-party referencing agency. The number of references is unlimited until the property is let. The fee for referencing is included in the Managed Service fee; **Right-to-Rent:** Carry out all Right-to-Rent checks under the Immigration Acts 2014 and 2016 in-house or through a third-party. The Agents have no liability if the Landlord fails to comply with his statutory responsibilities.

## Tenancy Agreement

Introduction of a prospective tenant and negotiating terms between the parties; Draft the **tenancy agreement** ("the Tenancy Agreement") and relevant documents required by statute; If the Tenancy is an AST there are limitations on the amount of the Deposit as follows: the maximum amount to be held as the Deposit for all new tenancies commencing on or after 1 June 2019 if the Tenancy is an AST and the annual rent does not exceed £50,000 is five weeks' rent (**we recommend 1 month rent**); or a deposit equivalent to six weeks' rent if the total annual rent is 50,000 per year or more and the Tenancy is an AST (**we recommend a Deposit equivalent of 1 month rent**). Serve the draft Tenancy Agreement and if it is an AST the "How to Rent" Handbook, a copy of the Gas Safety Certificate and the EPC on the prospective tenant. (New requirements for mandatory electrical safety check The draft regulations propose that, from 1 July 2020, all new private tenancies in England will need to ensure that electrical installations are inspected and tested by a qualified person before the tenancy begins. The landlord will then need to ensure that the installation is inspected and tested at least every five years - and more often if the most recent safety report requires it.) For existing tenancies, an electrical safety test will need to be carried out by 1 April 2021, with regular tests following this as outlined above.

## Inventory & Condition Report

We will arrange an inventory ("the Inventory") on behalf of the Landlord; the cost of compiling the Inventory and the Check-Out Service is included in the Managed Service Set-up Fee; It is the Agents responsibility to negotiate any deductions from the Deposit at the end the Tenancy in line with statute and TDS rules.

## First Day of Tenancy Checks

We will undertake the testing and replacement of faulty smoke alarms and carbon monoxide detectors on the First Day of Tenancy with the Applicant.

## Initial Months' Rent

Receive **first month's rent** from the Tenant on behalf of the Landlord.

## Security Deposit Management

Receive the Security Deposit from the Tenant on behalf of the Landlord; to register the Deposit with the TDS Scheme and to serve the prescribed information and any other documents on the Tenant.

## Rent Collection

Pay out of the Rent received, any agreed outgoings such as agency fees and/or contractor charges and account to you regularly, provided that we are duly notified in advance of any regular outgoings and the demands/invoices are subsequently forwarded to us.

## Utilities

Notify the utility companies (telephone, gas, water, electricity if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy provided the Agents have been given full details of the accounts held and if the supplier will accept our instructions.

## Periodic Inspections

Arrange visits to the Property approximately twice a year provided the Tenant grants access; the Agents will inform the Landlord if access is refused and await further written instructions.

## Repairs and Maintenance

**Minor Works:** Handle all maintenance issues on a daily basis if cleared funds are held by us subject to any agreed financial limits; Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payment of the invoices are the responsibility of the Landlord; Arrange all repairs up to a limit of £1,000 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held; Where possible and practical, estimates will be submitted for approval for works, renewals or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute. **Major Works** over £1,000: For major works over £1,000 the Agents are not obliged to arrange or manage these works.

## Notice Processing

Endeavour to obtain a forwarding address from the Tenant.

## Deposit Dispute Handling

Arrange a check-out of the Inventory & Condition Report of the Property by an inventory clerk at the end of the Tenancy; We will not be liable for any omissions in the report; Negotiate with the Tenant regarding any damage claim and make agreed deductions from the Deposit; including forwarding any adjudication to TDS if relevant if a dispute arises unless either party disagrees; Prepare the documents for adjudication if requested but subject to an additional charge; Distribute the Deposit as agreed between the parties or as agreed through adjudication.

## Void Periods

Advise that Chris Hamriding Lettings & Estate Agents do not manage properties during void periods.

# The Landlords Undertakings

## Property Ownership

Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. The Landlord will indemnify the Agent against all damages where any legal owner has not consented to let the property. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses, and costs.

## Keys for Viewings & Tenants

Provide keys to the Agents for all external doors (including any key fobs or remote controls) for the purpose of viewings; and for managed properties the Landlord will also supply 3 sets of keys for the management of the property; or instruct the Agents to have additional keys cut at the Landlords expense.

## Sub Agents

Agree we may appoint a sub agent if this helps to let the Property.

## References & Subsequent Right-to-Rent Checks

Ratify acceptance of the references; and that the Landlord will carry out any subsequent Right-to-Rent checks including any additional occupiers if Chris Hamriding Lettings & Estate Agents do not manage the Property. The Agent has no liability for failure to do so.

## Relevant Conditions

Provide any relevant conditions of the lender if applicable to the Agents for inclusion within the Tenancy Agreement prior to the start of the Tenancy. Conditions cannot be added later; Provide a copy of the head lease to ensure the Tenant complies with any conditions; Provide copies of the relevant sections of buildings and contents insurance policies including third party liability to ensure the Tenant complies with any special conditions.

## Safety Compliance

Comply with all safety regulations regarding electricity installations and appliances, gas, other fuels, or furniture if applicable; ensure all smoke alarms and carbon monoxide detectors are in working order; that a HETAS Safety Certificate is supplied for fossil fuel appliances, that a Gas Safety Certificate and an Electrical Installation Safety Certificate is available or will be paid for prior to the start of the Tenancy; that a risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations;

Compensate Chris Hamriding Lettings & Estate Agents for any losses, expenses or fees suffered while acting for the Landlord where the Landlord is in breach of statute unless due to the negligence of the Agents.

## Overseas Landlords

Make the Agent aware if the Landlord plans to be abroad for 6 months or more within one year. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. The link is [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent). Failure to do so means basic rate tax will be deducted from all rent payments by the Agents.

## Rent Arrears

Arrange legal proceedings at the Landlord's expense if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy.

## Discrimination

Not to discriminate against any applicant, tenant, or any employee of Chris Hamriding Lettings & Estate Agents. If discrimination occurs the Agents can give immediate written notice to terminate the Agreement.

## Care & Maintenance

If a landlord is concerned about specific items like specimen plants or fish in a garden pond etc., these should be removed from the property before the tenancy begins and ensure these are not shown on the property inventory. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces at the Property; To ensure as the owner of the Property and as information is being retained of the Tenant being personal information including references and identity details that the Landlord has registered with the Information Commissioners' Office ([ico.org.uk](http://ico.org.uk)).

## Rental Property Licencing

To determine whether you need a property licence and obtain such a licence; To provide the Agent with full details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the Licence conditions.

**chris hamriding**  
Lettings & Estate Agents

Where Moving Matters

### Meet the team

Here at Chris Hamriding, we understand that our business is only as good as the people within it. We are therefore proud to present to you our hand picked team of **highly experienced staff**, all of whom are at a senior or management level.

Congleton Branch:  
9 High St, Congleton, CW12 1BN  
[sales@chrisamriding.co.uk](mailto:sales@chrisamriding.co.uk)  
01260 543999

Lettings and Estate Agents

WE CAN HELP YOU  
buy or sell your home

Chris Hamriding | 01260 543999 | Congleton Branch: 9 High St, Congleton, CW12 1BN | [sales@chrisamriding.co.uk](mailto:sales@chrisamriding.co.uk)



# General

## Jurisdiction & Service

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it; The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service is shown in the Service Information below. The service of notices on either party will be by hand delivery, or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered immediately on leaving the outbox of the sender to the e-mail address of either party provided from time to time. The address for service or the Landlord and the Agents will be those specified in the Particulars at the start of this Agreement.

## Service Information

We are the 3LP partnership, trading as: Chris Hamriding Lettings & Estate Agents, 9 High Street, Congleton CW12 1BN.

We are VAT registered (VAT number 291006330).

We are members of:

- The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)) dispute and compensation scheme (Registration D13700).
- The Non-Resident Landlord Scheme (Number NA 058447).
- The Association of Residential Lettings Agents and subscribes to their Code of Conduct.
- The Propertymark Client Money Protection Scheme (Reference: C0011972).

## Acts of Third Parties

The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Chris Hamriding Lettings & Estate Agents or their employees; The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of the Agents even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of the Agents for the acts or omissions of any of their partners, consultants, employees, or agents.

## Consumer Protection & Unfair Trading

Chris Hamriding Lettings & Estate Agents and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the Consumer Rights Act 2015. Statements must be factually correct in all communications and the Agents must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the above Regulations to disclose this information to interested parties; The Landlord indemnifies the Agent against all losses and damages where the Landlord has failed to disclose any appropriate information.

## Commissions, Fees & Charges

The Landlord is responsible for paying at the rates shown in the Schedule 6: Commissions, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Chris Hamriding Lettings & Estate Agents; sight of any marketing or advertising material produced by the Agents; or by the Agents instructions; by way of an introduction from an existing occupier for whom the Agent has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between the Agents and the Landlord. All charges and fees are shown inclusive of VAT.

End of: General

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Commissions, Fees and Charges remain due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not the Agent is the effective cause; and for the period of time of any such renewal, extension or continuation of the Tenancy.

## Registering Owners' Contact Address

There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property registers up to three addresses with the Land Registry including an email address and an address abroad. Chris Hamriding Lettings & Estate Agents strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on [www.gov.uk/protect-land-property-from-fraud](http://www.gov.uk/protect-land-property-from-fraud) which provides guidance notes and access to the relevant form.

## Privacy Policy

We are registered with the Information Commissioners Office ([www.ico.org.uk](http://www.ico.org.uk)) Registration No:ZA196329, Data Controller Christopher John Hamriding; Our Privacy Policy is shown on our website. ([www.chrishamriding.co.uk](http://www.chrishamriding.co.uk)) To prevent any unauthorised access to or use of personal data, Chris Hamriding Lettings & Estate Agents has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and we wish to refer the matter to a solicitor; or if we are specifically required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement; We will retain the Landlord's details for marketing purposes for six years unless the Landlord informs us in writing that those details should be deleted; unless the information may be required for legitimate purposes such as legal use or for reporting to HMRC. Such information is retained for six years from the end of the last Tenancy where instructed.

## Interest

Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained. Any interest accrued on monies that the Agent hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs.

## Assignment & Variation

The Agent reserves the right to assign the rights and or obligations under this Agreement; The Agent reserves the right to vary the terms of this Agreement by giving the Landlord one month's written notice.

## Notice of The Right to Cancel

If the Landlord signs this contract away from the offices of Chris Hamriding Lettings & Estate Agents under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform the Agents of their decision to cancel this contract by post to the address in the Particulars of the Agreement, or email to [lettings@chrishamriding.co.uk](mailto:lettings@chrishamriding.co.uk). The Landlord may use the Cancellation Notice below in Schedule 7 before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which the Agent is informed about the decision to cancel this contract. Under the Cancellation Regulations the Agents cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Chris Hamriding Lettings & Estate Agents begin the service in writing by signing the "Confirmation of Instruction" and the "Instruction to Market The Property".

# General Information for Services

## Introduction

The Agents ("Chris Hamriding Lettings & Estate Agents" or "the Agent" "the Agents" "us" or "we") is able to assist landlords and tenants providing full information on all aspects of living, letting, renting and providing a professional service to aid in enhancing the whole experience.

The company is a specialist in residential sales, lettings and property management. We offer a comprehensive service for both managed and let only properties.

General details of the Services offered by the Agents are shown in the Schedules below:

- Schedule 1 - Let Only Service
- Schedule 2 - Managed Service
- Schedule 3 - Security Deposits
- Schedule 4 - Landlord's Obligations

## Types of Tenancy

You will need to grant a Tenancy for a term of at least six months. An **Assured Shorthold Tenancy Agreement** ("AST") will be used in most cases. If the Property is due to be let to a company; or where the annual rent exceeds £100,000 per year, the Tenancy will fall outside the scope of the Housing Act and will be a non-Housing Act Tenancy under common law which imposes slightly less legislation on the Landlord.

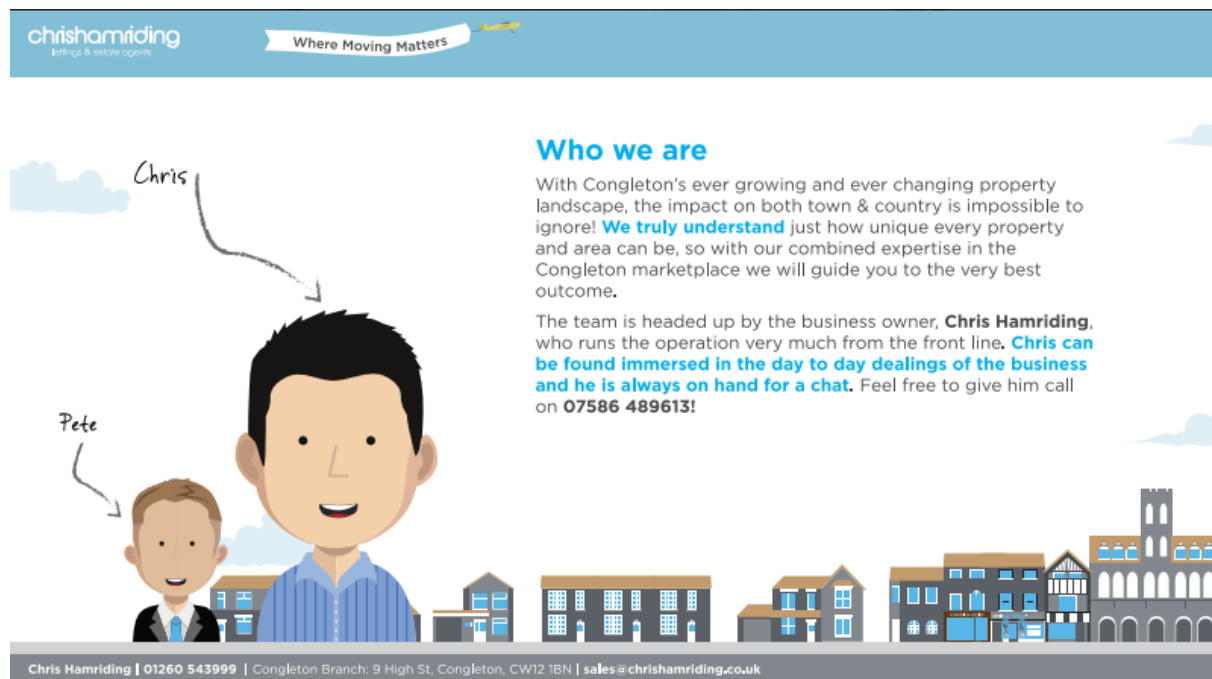
If the Tenancy is an AST the Landlord cannot give Notice until after the end of the first four months which means the Notice cannot expire any earlier than after the first six months of the Tenancy by giving the Tenant the Notice under section 21 (Form 6A) of the Housing Act 1988. The notice period must be for a minimum of two months plus allowing time for service which means delivering or sending it to the Tenant. The section 21 notice only has a shelf life of 6 months from the time of serving. This condition will also apply

if the Landlord chooses to use a break clause ending the Tenancy early for general or specific reasons provided the Tenancy Agreement includes the relevant clause. The Landlord must inform Chris Hamriding Lettings & Estate Agents in writing if he wishes such a clause included. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property. An AST is the default Tenancy if the rent is for £100,000 or less per year. The Landlord cannot exclude the protection the tenant gains under the law including protection of the Deposit (see Schedule 4).

Where the rent is more than £100,000 per year the Tenancy will be a **Non Housing Act Tenancy**. In order to end the Tenancy prior to the end of the fixed term this may only be done where the Landlord has opted to include a break clause within the Tenancy Agreement. The Landlord must inform Chris Hamriding Lettings & Estate Agents in writing if he wishes such a clause included. If there is no break clause and the Landlord wishes the Tenancy to end in line with the end of the fixed term or if it becomes periodic, a Notice to Quit can be served. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property.

A **Corporate Tenant** (meaning a company often a PLC) takes the Property in their name and installing occupiers to reside in it. Such organizations often require a Property for up to three years. In such a case the Tenancy would generally be for an initial term of twelve months, with an option (that means the legal right to renew) for a further twelve months at the end of the first year and a similar option in the third year. The means of obtaining possession if any issues arise is through the Court procedure but the landlord has got a simpler method of obtaining possession in that the notice period (which is not strictly required at the end of the fixed term) is a minimum of one month depending upon the terms of the tenancy and the period the rent is paid.

When acting on your behalf Chris Hamriding Lettings & Estate Agents may appoint a sub-agent. This does not cost any additional fees and may ensure that the Property is let quickly.



Chris Hamriding  
Lettings & Estate Agents

Where Moving Matters

## Who we are

With Congleton's ever growing and ever changing property landscape, the impact on both town & country is impossible to ignore! **We truly understand** just how unique every property and area can be, so with our combined expertise in the Congleton marketplace we will guide you to the very best outcome.

The team is headed up by the business owner, **Chris Hamriding**, who runs the operation very much from the front line. **Chris can be found immersed in the day to day dealings of the business and he is always on hand for a chat.** Feel free to give him call on **07586 489613!**

Chris Hamriding | 01260 543999 | Congleton Branch: 9 High St, Congleton, CW12 1BN | sales@chrishamriding.co.uk

# Schedule 1: Let Only Service

## Let Only Service (Tenant Find)

As the Agent, Chris Hamriding Lettings & Estate Agents is appointed only for the purpose of finding a Tenant for the Property. The responsibility for the Tenant Check-In, looking after the Property protecting the Deposit and dealing with any problems falls on the Landlord once the Tenancy commences.

## The Service

The Service includes all matters detailed and mentioned in the Let Only Service in the Agreement but the following additional information should be noted as shown below;

**First Months' Rent:** Chris Hamriding Lettings & Estate Agents will collect the rent for the first month of the initial Tenancy to cover commission outstanding, any outstanding balance will be billed separately.

**Statutory Guidance:** Give guidance if required to ensure that the Property is in the best condition to be let. You must check that all appliances are in working order, comply with the current safety regulations, have been recently serviced, checked for safety and have clear instructions for use.

## Property Marketing

**Property Particulars:** We will prepare written particulars of the Property (based on the details contained the Agreement), and market the Property to prospective tenants. The Landlord and Agent have a mutual responsibility to ensure all the contents of the brochure / property particulars are correct. We will use its reasonable endeavours to find a tenant, but we are under **no obligation to find a suitable tenant** for the Property, and, as such, will not be liable for any failure to do so. The Landlord is referred to the General section of the Agreement forming part of the Terms of Business. It is the Landlord's responsibility to disclose all information to Chris Hamriding Lettings & Estate Agents;

**To Let Board:** As part of the marketing of the Property Chris Hamriding Lettings & Estate Agents will erect a To-Let board at the Property and advertise by whichever medium deemed appropriate. It is your responsibility to notify us in writing if you have previously agreed not to erect a To-Let board with the freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board. When a suitable tenant has been found we will replace the To Let Board with a "Let By" marketing board (subject to the provisions of the Town and Country Planning (Control of Advertisements Regulations 1992).

## Inventory & Condition Report

Arrange for the preparation of an inventory by a third-party firm. We will not be liable for any loss suffered if the Landlord does not have a fully comprehensive Inventory. We will not be liable for errors or omissions made by the instructed firm.

## Tenancy Agreement

Prepare an appropriate Tenancy Agreement and arrange for a copy to be signed by the Tenant and a copy to be signed by the Landlord. Chris Hamriding Lettings & Estate Agents will sign the Tenancy Agreement on the Landlord's behalf unless instructed otherwise. If a third-party sign on behalf of the Landlord, the Agents will require a certified copy of a Power of Attorney before that person signs the document. Landlords who instruct their own solicitors to prepare a Tenancy Agreement will be responsible for their solicitor's fees. The Agents will not check the document for accuracy and cannot be held responsible for any errors.

If the Tenant complains to the local authority about lack of repair or maintenance at the Property and an Order is served on the Landlord to repair the Landlord will not be able to serve a valid Section 21 Notice for a further six months. This may affect the ability of the Landlord to gain possession. A Section 21 Notice will also be invalid if the Tenant is not in receipt of any of the following: a valid EPC, Gas Safety Certificate, Electrical Safety Certificate and the "How to Rent" handbook. Chris Hamriding Lettings & Estate Agents have no liability in such circumstances if the Property is not managed or if insufficient funds or instructions have been received to ensure maintenance work or repairs are carried out; If there are any breaches of the Tenancy, it will be the Landlord's responsibility to seek legal advice and take all steps necessary to gain possession. The Landlord will be liable for all fees incurred.

## Deposit Dispute Adjudication

Under the Let Only Service we will not negotiate in any dispute between the Landlord and the Tenant who must come to some agreement or inform the Agents that there is a dispute and the matter should be referred to deposit scheme for adjudication.

## Schedule 2: Managed Service

### Tenant Find

As the Agent of the Landlord, Chris Hamriding Lettings & Estate Agents is responsible for finding a Tenant for the Property and dealing with all aspects of the Tenancy during the term of the Tenancy and any extension of it. To avoid doubt between the parties the fees and commission of Chris Hamriding Lettings & Estate Agents remains payable for the duration of the Tenancy and any extension of it as a fixed term, continuation, renewal or assignment of the Tenancy or a periodic Tenancy. If the Agent is not instructed to continue managing the Property, the fees and other charges will continue to be payable as shown below and in the Agreement for Letting Only.

### Repairs & Maintenance

Under the Property Management we will deal with the day-to-day maintenance of the Property. Wherever possible, if the works are of an exceptional nature rather than day to day maintenance an estimate will be obtained and submitted to the Landlord for approval prior to us instructing the relevant contractor and deducting the funds from the repair fund or Rent; The Landlord is expected to respond to us promptly with written approval to instruct contractors or alternative orders upon the Agents submitting the estimates by email or first-class post. If we do not hear from the Landlord within three days and the cost is less than £1,000 including VAT we will make the decision whether or not to proceed with the works and the Landlord will be responsible for any incurred costs. If the amount exceeds £1,000 including VAT the Agents will not proceed without the Landlord's written approval unless it is an emergency (risking significant damage to the Property, breach of statute, or the risk of the life or serious injury of an individual); or it would result in a major breach of the Tenancy Agreement. In such circumstances every attempt will be made to contact the Landlord however if the Landlord is unobtainable or cannot send written approval immediately for the works to be carried out then the Agents will authorise the works under the terms of this Agreement and the Landlord agrees to us utilising the repair fund and/or the rent monies to cover the costs. All reasonable steps will be taken to protect the Landlord's interest in the case of an emergency; The Landlord is liable for all invoices from contractors if no funds are held. We have no liability for outstanding invoices from contractors.

### Contractors

**Contractor Fees:** We do not receive referral fees from contractors; **Contractor Selection:** We will use a particular contractor requested by the Landlord provided the person is readily available and where we hold or is able to obtain copies of their professional qualification, public liability, and employers' liability insurance if applicable. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we will not be liable for any loss suffered; **Access & Funds:** We will try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work. We will not be not liable for any loss or damage suffered if the Agent is unable to carry out repairs or maintenance because insufficient funds are held unless the loss or damage is due to the negligence or breach of contract of Chris Hamriding Lettings & Estate Agents.

### Regulated Insurance Activities

The Since 14 Jan 2005, the FCA has regulated activities relating to general insurance. **Regulated Activities** include; Providing insurance advice, arranging for someone else to take out insurance, entering into an insurance contract on behalf of someone else and the administration of an insurance contract. Chris Hamriding Lettings & Estate Agents are not authorised for insurance activities, and for the avoidance of doubt - **cannot be involved** in obtaining claim forms, completing claim forms on behalf of the insured, signing, and submitting claim forms, negotiating settlement terms or instructing a contractor on behalf of the insurance company. **Unregulated Activities** - Only in emergency situations when a landlord is not contactable, an agent can carry out certain insurance activities that are not regulated e.g. asking contractors to give quotes for repair work or instructing a contractor on the landlord's behalf to avoid the property being open to further damage.

End of Schedule 2: Property Management Service  
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### Routine Inspections

We are not professional surveyors and cannot be held responsible for any defects of any kind. We will carry out routine visits at the Property as specified in the Agreement provided the Tenant grants access. If access is not granted the Landlord will be informed and it will be the Landlord's responsibility to take legal advice and inform us of any actions that should be taken. The Landlord will be informed of any problems which are identified during the visits. These visits only cover obvious problems and not structural defects. We do not accept responsibility for problems and defects in the Property which are not immediately apparent or for failure to note anything concealed from us. Additional visits can be carried out if requested by the Landlord or his appointed representative subject to additional charges.

### Breach of Agreement

We will take reasonable steps to ensure that the Tenant abides by the terms of the Tenancy Agreement. If we become aware of any breach or potential breach that they cannot manage they will inform the Landlord. If legal action is required Chris Hamriding Lettings & Estate Agents will advise the Landlord to instruct specialist solicitors to take further action. The Landlord will be responsible for any legal charges and expenses incurred.

### Renewal

The Landlord must confirm in writing if the Tenancy is to be renewed, or if notice is to be served. On receipt of the Landlord's instruction the Agents will contact the Tenant to see if they will agree to the proposed renewal or continuation and will carry out any negotiating on the Landlord's behalf; If no written instruction is received the tenancy continues as a Statutory Periodic Tenancy.

### Notice

If the Landlord does not wish to renew or extend the Tenancy at the end of the fixed Term, and if requested to do so in writing, Chris Hamriding Lettings & Estate Agents will **serve notice** under Section 21 of the Housing Act 1988 to end the Tenancy or for a Non-Housing Act Tenancy a Notice to Quit. We will need to be given at least ten weeks' notice of the termination. We cannot be held liable for any delay in getting possession if the Landlord provides insufficient time for service of the notice or the tenant fails to vacate at the end of the fixed term or according to a break clause.

### Check-Out

We will arrange a Check-Out using the Inventory and Schedule of Condition report. The Landlord must give us at least ten weeks' notice of the termination of the Tenancy and we will arrange the Check-Out.

### Security Deposit

We will collect and hold a Deposit from the Tenant against any breach of the Tenancy Agreement by the Tenant. Full details are provided below. When the written consent of both the Landlord and Tenant is received by us and subject to any agreed deductions the Deposit will be returned to the Tenant at the end of the Tenancy or agreed amounts are deducted and forwarded to the Landlord less the cost of any works carried out by the Agents on the Landlord's behalf.

### Forwarding Address

We will endeavour to obtain a forwarding address for the Tenant at the end of the Tenancy to give to the water company to comply with the Flood and Water Management Act 2010. The Landlord may be liable to settle payment of the final water account if no forwarding address has been supplied. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

### Void Periods

Advise that Chris Hamriding Lettings & Estate Agents do not manage properties during void periods.

# Schedule 3: Security Deposits

Chris Hamriding Lettings & Estate Agents **ONLY manage the Deposit for our Managed Service**. Under the Let Only Service Landlords are responsible for the collection and management of the Deposit.

## Security Deposit Definitions:

**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.

## 1 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 authorised 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  
West Wing, First Floor, Maylands Building  
200 Maylands Avenue, Hemel Hempstead  
Herts HP2 7TG  
Phone: 0300 037 1000  
Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)  
Email: [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)

1.4 If we receive an AST deposit on your behalf under our Managed Service, 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):**

- fails to give prescribed information within the Statutory Time Limit; or
- fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- 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.tenancydepositscheme.com](http://www.tenancydepositscheme.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:
- both landlord and tenant (and any Relevant Person) agree; or
  - the court orders us to do so; or
  - 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. [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.tenancydepositscheme.com](http://www.tenancydepositscheme.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.tenancydepositscheme.com](http://www.tenancydepositscheme.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 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.

# Schedule 4: Landlord's Obligations

Landlords are governed by more than 145 laws and over 400 regulations. And whether you are an accidental landlord or a professional one, the same rules apply, so it is important you are up to speed before marketing your property. If you have not complied with all these important steps at the start of the tenancy, you may find yourself in a vulnerable position should anything go wrong. (ARLA)

## Ownership

By signing the Agreement, the Landlord confirms he/she is the owner of the Property.

## Incorrect Information

The Landlord warrants that all the information he has provided to Chris Hamriding Lettings & Estate Agents is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agents for all losses suffered.

## Consent to Let and Leasehold Property

Approval to let a property is often a requirement of any mortgage. The Landlord must provide us with any conditions of the lender prior to the Tenancy Agreement being drawn up. Conditions cannot be added later. In addition, if the Property is leasehold the freeholder or the managing agent may require details of any potential letting. The owner must ensure that any lender, freeholder, managing agent or other relevant party's permission has been obtained before entering into a tenancy. Various periodical payments may arise for a leasehold property. It is the responsibility of the Landlord to pay them. Chris Hamriding Lettings & Estate Agents take no responsibility for payments unless a separate written contract has been concluded with the Landlord to make us responsible to make payments if funds are held. If no funds are held, we have no liability for any losses suffered by the Landlord.

## Additional Addresses for Service

Land Registration Act 2002 Additional Addresses for Service; We recommend that you as a landlord should provide to the Land Registry up to 3 addresses (not including the property to be let) so you can be informed if an application is received which may affect your legal right to the property. Further information can be obtained from the Land Registry 0300 006 0411 or from the website [www.gov.uk/protect-land-property-from-fraud](http://www.gov.uk/protect-land-property-from-fraud).

## Insurance

The Landlord is responsible for making their own arrangements to insure both the building (unless it forms part of the service charges payable for the Property); and any contents left in the Property including but not limited to carpets and curtains. It is strongly advised that the Landlord's insurance policies include comprehensive public liability insurance cover in case of a claim from a tenant or other third party. The Tenant must be made aware of any special conditions of the Landlord's insurance policy with which he must comply. Copies of the relevant sections of the policy should be given to Chris Hamriding Lettings & Estate Agents prior to the start of the Tenancy. It is important that the insurance company is aware that the Property will be rented out otherwise any claim may be refused, and the policy rendered void. Chris Hamriding Lettings & Estate Agents are not regulated to undertake insurance activities and will not be able to assist in insurance claims. The Tenant will be responsible for insuring his own contents.

## Gardens

It is the Tenant's responsibility to maintain the garden (if applicable) in a neat and tidy condition and ensure the lawns are cut regularly throughout the term of the Tenancy. The Landlord should ensure that the garden, if applicable, is in good seasonal condition at the start of the Tenancy, details of which to be shown in the Inventory and Schedule of Condition. If a landlord is concerned about specific items like specimen plants or fish in a garden pond etc. these should be removed from the property before the tenancy begins and ensure these are not shown on the property inventory.

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## Rent

The rent will be charged as shown in the Tenancy Agreement; and will be due on the same date of each agreed period payable in advance. Rent is paid by us to the Landlord after the rent payment date to allow for monies to clear in the bank account of Chris Hamriding Lettings & Estate Agents. No interest will be paid to the Landlord on either rent or deposit monies held. The Landlord should arrange a facility with his bank to ensure that outgoings are paid allowing for change of rent payment date, void periods or non-payment of rent. If the Tenant pays until the end of a fixed term or according to the termination dates shown in a break clause but vacates the Property at an earlier date and surrenders the Tenancy any funds are not apportioned and returned to the Tenant unless they form an overpayment. Under such circumstances we can provide advice regarding reimbursement of funds to the Tenant.

## Inventory and Schedule of Condition

Prior to the start of the Tenancy we will instruct an inventory clerk to produce a full Inventory and Schedule of Condition unless informed in writing not to do so. Subject to fair wear and tear a Landlord should expect the Property to be returned in a condition similar to that as described in the Inventory and Schedule of Condition. At the end of the Tenancy for Managed Properties a Check-Out will be conducted by an inventory clerk who will then produce a damage report. If the service is Let Only, then Check-Out is the Landlord's responsibility. If the Landlord does not have a comprehensive Inventory, it may not be possible to prove any damage therefore no compensation would be recoverable from the Deposit. The Property should be cleaned thoroughly prior to the Inventory and Schedule of Condition taking place.

## Condition and Special Surfaces

Cleaning and maintenance instructions for all special surfaces such as worktops, limestone flooring or wooden worktops and floors must be left in the Property and noted in the Inventory. Failure to provide written instructions may affect the Landlord's ability to obtain compensation for the deterioration of a surface or any damage caused by unsuitable cleaning or other products.

## Repairs and Decoration

Landlords are responsible for repairs to the Property and equipment which result from wear or maintenance requirements rather than abuse by the Tenant. The Landlord is responsible for the exterior decoration of a Property although this may be arranged through the manager of the building if the Property is a flat and charged through service charges. In such circumstances the Landlord will pay for the maintenance and decoration of common parts through service charges. The Tenant must contact either Chris Hamriding Lettings & Estate Agents or the Landlord to obtain consent before carrying out any redecoration or changes to the Property except in an emergency. We do not arrange repairs if the Property is not managed. If we manage the Property and instruct a contractor to carry out repairs, we will give orders to the contractor as the agent of the Landlord. The Landlord is liable for the payment to the contractor.

The Homes (Fitness for Human Habitation) Act 2018 will entitle a tenant to take legal action against a landlord if the Property is not deemed by the Tenant to be fit for human habitation. If a judge finds in favour of the Tenant, then an order will be imposed upon a landlord stating what works must be carried out. The Landlord may have all the legal costs awarded against him in addition to any costs he incurs. We will endeavour to ensure that the Property is fit for human habitation if the Management Service is used. Otherwise it will be the responsibility of the Landlord to ensure all repairs are carried out promptly and that the Property remains fit for habitation throughout a tenancy. We have no liability for any losses suffered if the Landlord fails to ensure the condition of the Property meets any criteria under the Housing Health and Safety Rating System under the Housing Act 2004 which may be used as evidence in proceedings under the above Act.

## Taxation

The Landlord will be liable for tax on income arising from letting the Property and must inform Her Majesty's Revenue and Customs ("HMRC") that the Property is being let. The following points should be noted: **General:** Many costs incurred by the Landlord can be off set against income tax including the commission of Chris Hamriding Lettings & Estate Agents and other expenses. It is in the

Landlord's best interest to seek qualified advice from a tax adviser, or an accountant. Further information is also obtainable from the website of Her Majesty's Revenue and Customs ("HMRC") on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). It is the legal duty of all landlords to ask HMRC for a Tax Return including the relevant schedules for residential lettings; **Landlords overseas:** From 6 April 1996 letting agents, (or the tenant where there is no rent collection agent), acting for a non-resident landlord must deduct tax from the landlord's UK rental income and pay the tax to HMRC. This must be done for each quarter in the tax year i.e. 30 June, 30 September, 31 December and 31 March. Letting agents and tenants do not have to deduct tax from the rental income of a non-resident landlord if HMRC has written to approve the Landlord receiving the rental income without deduction of tax. Non-resident landlords can apply to HMRC for approval to receive their UK rental income with no tax deducted or complete the forms on the website above which can be found by going to the HMRC link: [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent). Approval from HMRC does not exempt the Landlord from paying tax on rental income it merely allows the Landlord to receive his income gross and complete a tax return detailing all the income from rent together with the relevant expenses in due course. If Chris Hamriding Lettings & Estate Agents has to retain tax from the rental income and pass it to HMRC on the Landlord's behalf an administration charge will be made. The Landlord must notify us of his residency prior to the start of the Tenancy. We advise the Landlord to obtain an approval number from Her Majesty's Revenue and Customs ("HMRC") if he or she is not resident in the UK for more than six months in the tax year; otherwise legally the Tenant or the Agents may have to deduct tax at basic rate from the rent before forwarding the rent to the Landlord and pass it to HMRC on the Landlord's behalf. Further details can be obtained from the HMRC link which is: [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent);

#### **Utilities and Council Tax**

**Water Rates including sewerage and environment charges:** The Tenant will be responsible for the water rates whether metered or not. We will inform the relevant water authority to produce a final account for the Landlord at the start of the Tenancy if we manage the Property provided the Landlord has given us the name and address of the supplier and the account number and change the details into the Tenant's name, providing the supplier will accept details from the Agent or unless it is otherwise agreed in writing that the Tenant will notify the suppliers. If we do not manage it is the responsibility of the Landlord to terminate any accounts held in his name. The Landlord should be aware that the Flood and Water Management Act 2010 states that if a forwarding address is not provided for the Tenant then the Landlord may be liable for the final water bill. Currently this section of the Act is not enforceable, but it can become law at any time. If we do not manage the Property, then the liability to ensure that a final address is given to the water company falls on the Landlord. **Telephone broadband, satellite and cable:** The Landlord must inform telephone, broadband satellite and cable companies that the accounts should be terminated and request a final account. Usually telephone companies especially BT refuse to take instructions from an agent. There may be the possibility of telephone disconnection or a delay in having the service reconnected at the end of the Tenancy depending upon the actions of the Tenant. We will try to have the original number transferred back to the Landlord if the Property is managed but take no responsibility if this is not possible. In such circumstances a change of number may take place. We will use its reasonable endeavours to obviate such difficulties, although the telephone company may refuse to deal with us. No liability will attach to us under these circumstances. **Electricity and Gas:** The Landlord hereby confirms that they have authorised the Agent to take the following actions on behalf of the Landlord in connection with the supply of gas and/or electricity to each Property: (i) to enter into contracts with an energy supplier selected by the Agent in connection with the supply of gas and/or electricity to each Property while that Property is vacant and to terminate any existing contracts with any other energy suppliers in respect of that Property; (ii) to engage with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property; and (iii) to provide the Landlord's information (including any personal data relating to the Landlord and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (and its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to each Property and managing and administering any gas and/or electricity supply contract(s) in connection with each Property.

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We will take electric meter readings using an inventory clerk at the start of the Tenancy and where we manage the property inform the companies of the change of names and addresses on the accounts. A final account will be sent to the Landlord and the Tenant will pay all future bills during the Tenancy. At the end of a Tenancy, in the absence of a new tenant, we will transfer the accounts back into the Landlord's name. If we manage the Property, we will inform the local authority of the change of occupier and request that the account be transferred into the name of the tenant or occupier. The Landlord should be aware that if the Tenancy continued after the fixed term as a periodic tenancy then some local authorities deem the liability for council tax reverts to the owner being the Landlord. In such circumstances if the Property is managed then we will arrange for a written demand to be served upon the Tenant to reimburse the Landlord for all costs incurred. If we do not manage the Property, the Landlord must seek reimbursement from the Tenant. We have no liability if the Tenant fails to recompense the Landlord.

#### **Mail Re-Direction**

It is in the Landlord's interest before vacating the Property to arrange with the Post Office for re-direction of personal mail, as neither the Tenant nor the Agents (if applicable) can be held responsible for mail addressed to the Landlord at the Property which may subsequently go astray.

#### **Re-Letting**

The Landlord must advise us at least ten weeks before expiry of the current Tenancy as to whether the Property is to be re-let to the existing Tenant or a Notice to terminate the Tenancy is to be served. Chris Hamriding Lettings & Estate Agents is able to serve a Notice on the Landlord's behalf.

#### **Structural Defects**

The Landlord agrees to notify the Agents in writing of all structural defects at the Property prior to the commencement of a Tenancy and will arrange rectification promptly.

#### **Furniture, Furnishings, other Safety Regulations**

**Furniture & Furnishings:** Landlords must be aware of legislation which is covered by the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. The Consumer Protection Act 1987 Section 12(1) and the 1988 Regulations make it an offence to "supply" in the course of a business (in the case of a Landlord not living in the Property) any item that is not safe. The Regulations apply to a let Property which means that upholstered furniture must carry a permanent label. Any furniture manufactured before 1st January 1950 is excluded as the filling used at that time was not toxic if it caught fire, although if an item has been re-upholstered proof will be required that the item complies with current Regulations. By signing our 'Terms and Conditions' you acknowledge that you are aware of your responsibility for the safety of requirement for Furniture & Furnishings and confirm that any such items in the property are safe.

#### **Smoke and Carbon Monoxide Alarms**

**Smoke Alarms:** The Department of the Environment Building Regulations governing the installation of smoke detectors applies to any new building from June 1992. All new homes must be fitted with mains operated smoke detectors, installed on every floor which must be interlinking; **Older properties:** apart from House in Multiple Occupation ("HMO") do not need to conform to the above building regulations; but the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 specify that the Landlord must install one battery operated smoke detector on each floor of every property unless there is mains wired alarm system where there is living accommodation (which will include a mezzanine floor with for example a bathroom). **Carbon Monoxide Detectors:** A carbon monoxide alarm is required in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance (e.g. a coal fire, wood burning stove, biomass and open fires). It does not include gas appliances, oil or LPG, however as gas appliances can emit carbon monoxide. Landlords are encouraged to ensure working carbon monoxide alarms are installed in rooms with these. **First day of tenancy:** The Landlord should be aware that the fire alarms and carbon monoxide detectors (if applicable) alarm must be tested and recorded as working at the start of each "new Tenancy" to ensure they are in working order, but not on renewal. If we manage the Property such test will be carried out on a Landlord's behalf at the start of the Tenancy. If a Let Only Service, the Landlord is responsible for tests. We can arrange for the installation of smoke

and carbon monoxide alarms at the Landlord's request subject to a fee; and will not let any property where smoke alarms and carbon monoxide detectors (if appropriate) have not been installed.

### **Blinds**

New European Regulations apply to the installations for raising and lowering of blinds, and the movements of curtains across windows. All new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent the danger of asphyxiation to a young child, and a warning notice with the purchasing material. The Landlord should ensure that any blinds or curtains that he has fitted comply with current Regulations. The Agent has no liability if he fails to do so.

### **Legionella**

The Health and Safety Executive has issued a new Code of Practice for assessing the risks of Legionella in residential property. The law requires a "competent" person should carry out a risk assessment of your property prior to any letting especially if there are open water tanks, redundant pipes, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing the Agreement you acknowledge that you are aware of your responsibility for the safety of the tenant at the property and confirm that you have considered all risks regarding Legionnaires Disease. Should you want us to arrange a Legionella Risk Assessment on your behalf please confirm this in writing, the cost of this is set out under 'Additional Services' in our 'Terms and Conditions'. Further information is available at: <https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

### **Safety of Electrical Appliances and Electricity Installation Regulations**

All electrical systems should be maintained to prevent, as far as reasonably practicable, any danger. If the Property is a House in Multiple Occupation ("HMO") the Landlord has a legal duty to have all the wiring inspected every five years to ensure it is safe. **EICR:** As from 1 July 2020 this requirement is extended to all new rental properties. All new tenancies commencing from this date must have an electrical installation certificate which must be given to the Tenant at the start of the Tenancy. As from April 2021 all current tenancies must have an electrical installation certificate which is given to the Tenant as from the above date. Failure to do so may affect the validity of a section 21 Notice. **PART P - Works, repairs, maintenance, etc. on 'electrical installations'** in certain areas of a property are known as 'notifiable works' and as such must only be completed by a 'competent person'. Failure to comply with these regulations is a criminal offence, which could result in a fine and/or imprisonment. **PAT TESTING:** It is also best practice to have all electrical appliances checked to ensure they are safe for use because under the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 1994 any appliance supplied by the Landlord or the Agent must be safe. We can arrange for a qualified electrician to check the supply and appliances, upon written request. The cost of the check will be the responsibility of the Landlord. If the Landlord chooses to have the supply and all earthed items checked by their own preferred contractor, it must be undertaken by a competent person possessing and understanding the correct equipment. **Appliance Manuals:** Landlords must ensure that instruction booklets and explanation notes for safe use are available at the Property for all appliances otherwise the appliance would have to be removed.

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

All rented Property must have an EPC. Under The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, from 1 April 2018 it will be unlawful for landlords to grant new tenancies, extend or renew a tenancy for a property that has an energy efficiency rating of F and G on its EPC. This would include a tenancy moving from a fixed term to a statutory periodic tenancy. The landlord will need to make improvements to the energy efficiency of the property, in order to achieve this an assessment needs to be carried out to firstly ascertain what works have been carried out since the EPC was produced which would raise the rating and secondly, what improvements are required to raise the EPC band to a minimum level of E. An EPC lasts for ten years after which it must be renewed. The Landlord will provide a copy of the EPC to the Tenant at the start of the Tenancy and if the Property is managed we will arrange a further inspection by a Domestic Energy Assessor to ensure that there is always a valid EPC. If we do not manage the Property, the Landlord has the responsibility to renew an EPC if relevant. Failure to have a valid EPC may mean that a section 21 Notice cannot be served.

### **Gas Safety Regulations 1998**

It is a criminal offence to let a property with gas appliances, installations and pipework that have not been checked by a properly qualified and registered engineer. You will need to provide us with a copy of a current Gas Safety Record before the tenancy commences or we can arrange this for you. The tenant must be given a copy of the report within 28 days of the inspection being carried out and in the case of a new tenancy the tenant must be given a copy of the report at the time they take occupation. If you are found guilty of non-compliance, you will have a criminal record and face a fine or imprisonment, or both. It is important that you check the report when receiving it from the contractor to ensure that all gas appliances are listed on the report and that they have been passed as safe. **Any recommended remedial works should be carried out before the start of the tenancy.** We cannot put a tenancy in place unless you have provided us with a current safety check, or you have instructed us to arrange this on your behalf. If you do not provide us with a new check before the last one expires we will instruct a test on your behalf with one of our recommended contractors without further reference to you and make any necessary deduction from your account. As from 6th April 2018, landlords can obtain a Gas Safety Record up to two months before the current certificate expires and keep the same expiry date, so not losing the unexpired balance of the previous Gas Safety Record.

### **Wood & Solid Fuel Burning Appliances**

Landlords are advised that any fuel burning appliance installed after October 2010 must comply with appropriate Building Regulations. This means that any such appliance must either have been installed by a HETAS approved engineer, who can then self-certificate, or specific Building Regulation Consent should have been obtained. Under these regulations a carbon monoxide detector will also have to be installed in the room where the stove is located. The landlord will then be responsible for the ongoing maintenance and repair of the stove and the detector whilst it is in the property. You should ensure the chimneys are swept at least once in every twelve-month period. For appliances installed before October 2010 there is no specific requirement for certification, however landlords must check that they are safe before and during each letting, and as part of this we strongly advise that the chimneys are swept every year. Since October 2015 there is a legal requirement that carbon monoxide detectors must be installed in any room where there is a solid fuel heater and tested at the start of each tenancy. By signing our 'Terms and Conditions' you acknowledge that you are aware of your responsibility for the safety of any solid burning appliance and confirm that any such appliance installed in the property is safe.

### **Oil Central Heating**

Landlords will be required to have an OFTEC registered engineer to check and service boiler annually. By signing our 'Terms and Conditions' you acknowledge that you are aware of your responsibility for the safety of any solid burning appliance and confirm that any such appliance installed in the property is safe.

### **Housing Health & Safety Rating System ("HHSRS")**

The intention of the HHSRS is to ensure that owners maintain their properties in a safe manner which means they must be free from hazards that may affect the occupier's health and or safety. The Environmental Health Officer if called to a Property will review the Property to ensure there is no risk of any hazard to the Tenant and if necessary, take enforcement action by serving the relevant notice on an owner. Owners are obliged to comply with the terms of improvement notices or prohibition orders which are subject to rights of appeal. If Chris Hamriding Lettings & Estate Agents is instructed as the Agent, the Landlord must ensure that we are able to arrange necessary work and ensure that adequate funds are available to do so to comply with any notice or order.

### **Council Tax**

The Tenant has the liability for payment of Council Tax, as stated in our Tenancy Agreements. However, the Landlord has the responsibility for Council Tax during any void period.

### **Empty Properties / Void Periods**

We do not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies however so arising. It is important that the Landlord informs his insurance companies about any periods where the Property is empty and complies with any conditions imposed by the insurer.

## **Immigration Act 2014**

The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents of all adults (aged 18 years and over) who will be residing at the Property at the start of the Tenancy or thereafter. The person must be in the presence of the Landlord or the Agent to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. We will check this information at the start of the Tenancy but if we do not manage the Property it will be the responsibility of the Landlord to ensure that the work permit or visa is renewed every twelve months or the date of renewal of the visa or work permit if later and the relevant Right to Rent checks are carried out by the Landlord on any new or additional residential occupiers at the Property. The Agent has no liability if the Landlord fails to do so.

## **Referencing**

Where the Agent is instructed to do so in writing, we will where it is possible to do so, take up suitable references and/or credit references for your approval. We will instruct an independent approved referencing company to carry out the reference checks. The Agent accepts no liability for the accuracy of the information or any loss the Landlord may suffer as a result of accepting an applicant as a Tenant.

## **Withdrawal from an Offer**

If the Landlord instructs the Agent to proceed with a proposed Tenancy and subsequently withdraw the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred. It is advised that it may not be possible to withdraw from the proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her.

## **Rent Arrears or Breach of Covenant**

It is the responsibility of the Landlord to take all necessary steps to ensure that actions are taken to protect their interests. To include but not limited to instructing solicitors, commencing legal proceedings to recover arrears of Rent or other legal proceedings and arbitrations that may be brought against the Landlord in connection with the Property. All costs and disbursements incurred including legal costs will be payable by the Landlord. If the Agents are instructed to attend a tribunal or Court proceedings then a charge including VAT as shown in the Commissions, Fees & Charges Schedule will be made.

## **Reimbursement of the Agent**

The Landlord must keep the Agents reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we were acting on the Landlord's behalf unless it is due to the negligence or breach of contract of the Agents. For the avoidance of any doubt we reserve the right to have work carried out on the Landlord's behalf and to charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations as a landlord. If any Notice is served on Chris Hamriding Lettings & Estate Agents under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring us to carry out any work, repairs or maintenance of the Property the Landlord will reimburse us on written demand for all costs expenses and fees incurred.

## **Sub-Contractors**

Any other party, including but not limited to, external inventory clerks, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who the Agents instructs will be instructed on the Landlord's behalf. The Landlord is the contracting party and will be liable for the payment of that sub-contractors invoices, fees, charges or other expenses. The Agent is not responsible or liable for the quality of their work.

## **Housing Act and House in Multiple Occupation**

If there is more than one household in the Property meaning the people living there are not related the Property will be known as a House in Multiple Occupation ("HMO"). Depending upon the number of unrelated occupiers the Property may require a licence

from the local authority. Some local authorities impose selective licences are required for all properties which are to be let. It is up to the Landlord to make enquiries and gain the licence from the local authority. Chris Hamriding Lettings & Estate Agents will not let out the Property if a licence is needed and has not been obtained. The Agent will not accept liability for any failure of the Landlord to obtain the relevant licence or failure of the Landlord where they have not met the requirements set by the local authority in obtaining the licence.

## **Indemnity**

If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us, then we reserve the right to refuse your instructions and to terminate this agreement.

## **Jurisdiction and Service**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5.00pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays or by email at the email address supplied from time to time by either party. The address for service for the Landlord and the Agent will be the contact address specified in the Particulars in the first section of the Terms of Business.

## **Termination**

Either party has the right to terminate this Agreement in writing; upon the Tenant's vacation of the Property or the Agent may terminate the Agreement for any reason with 2 weeks' notice; if Chris Hamriding Lettings & Estate Agents breaks any important term or condition of contained in the Agreement during the Term of a Tenancy Agreement where thirty days written notice of the breach has been given by the other party; the breach has not been remedied and monetary compensation is wholly inadequate; if the Landlord is in major breach of any of the terms contained in the Agreement or if the Landlord does or does not do something which makes it impossible, impracticable or illegal for the Agents to continue to perform the obligations under this Brochure or the Agreement. Either party carries out or suggests that the other should carry out any form of unlawful discrimination. If we terminate the Agreement with the Landlord for any reason the Landlord will remain liable for Commission at the Let and Rent collection only percentage as described above and for any fees or costs we might incur in transferring obligations to the Landlord or to another nominated party including all fees up to the expiry date. If the Landlord wishes to withdraw from this agreement during the tenancy period, we require 4 months' notice and will be subject to the Ad-Hoc Fees & Charges shown in Schedule 6.

## **Uses of Information and GDPR**

Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Chris Hamriding Lettings & Estate Agents has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and the Agents wishes to refer the matter to a solicitor; or if the Agents are specifically required to divulge the information by law; or to pass it to a government agency by law; or to comply with any terms of this Agreement; We will retain the Landlord's details for marketing purposes for six years unless the Landlord informs us in writing that those details should be deleted unless we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC.

## Schedule 5: Summary of Services

		LET ONLY SERVICE £700 Inc. VAT	MANAGED SERVICE £500 + 12% Inc. VAT
1	<b>MARKET APPRIASAL:</b> Advise as to the likely rental income	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	<b>COMPLIANCE:</b> Guidance on statutory provisions/consents. Arrange EPC and pre-occupation safety checks (as required)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	<b>PROPERTY MARKETING:</b> Advertising and marketing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	<b>ACCOMPANIED VIEWINGS:</b> (as appropriate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	<b>REFERENCING:</b> Obtaining tenants reference checks through a leading third-party referencing supplier (UK Tenant Data)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	<b>TENANCY AGREEMENT:</b> Drafting a suitable tenancy agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	<b>INVENTORY &amp; CONDITION REPORT:</b> Full photo report	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	<b>INITIAL MONTHS RENT:</b> Collect and remit rent after deduction of fees, pre tenancy invoices and expenses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	<b>SECURITY DEPOSIT MANAGEMENT:</b> Taking a deposit from the Tenant, under the TDS deposit protection scheme	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	<b>TENANCY CHECK-IN:</b> On the first day of the tenancy, ensures that smoke alarms and carbon monoxide detectors are present and working.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	<b>RENT COLLECTION</b> - Collect and remit rent monthly, less any fees or expenses due or incurred for the period	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	<b>UTILITIES</b> - Arranging with the local council and service providers for transfer of service contracts to tenants	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	<b>INSPECTIONS</b> - Routine inspections are carried out on a 6-monthly basis	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	<b>REPAIR &amp; MAINTENANCE</b> - Co-ordination of repair or maintenance of the property for repair for minor works under £1000	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	<b>ARRANGING PERIODIC STATUTORY SAFETY CHECKS</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	<b>NOTICE PROCESSING</b> - Legal notices for repossession (Section 8 / 21)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	<b>TENANCY CHECK-OUT</b> - Inventory check and if necessary, preparing and agreeing a schedule of costs relating to any damage or unfair wear and tear	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	<b>DEPOSIT DISPUTE HANDLING</b> - If required, dispute handling prior to releasing the TDS Deposit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Note: For further details this summary should be read in conjunction with the Managed Service Fee Schedule(s) All charges are subject to VAT and are subject to change at any time.</p>			

## Schedule 6: Commissions, Fees and Charges

### Let Only Service (Tenant Find)

LET ONLY SERVICE: SETUP FEE	<b>£583.33</b> Exc. VAT	<b>£700</b> Inc. VAT
<ul style="list-style-type: none"> <li>• Agreeing the market rent</li> <li>• Advising on refurbishment</li> <li>• Guidance on statutory compliance</li> <li>• Advise on non-resident tax status</li> <li>• EPC organisation (if required)</li> <li>• Creating a brochure and description</li> <li>• Photos and floor plan</li> <li>• Marketing the property</li> <li>• Erecting a For Sale board (if required)</li> <li>• Finding applicants</li> <li>• Accompanied viewings (as appropriate)</li> </ul>	<ul style="list-style-type: none"> <li>• Referencing /credit checks</li> <li>• Right-To-Rent checks</li> <li>• Preparing a Tenancy Agreement</li> <li>• Deed of Guarantee (if required)</li> <li>• Preparing other Tenancy paperwork</li> <li>• Preparing the Inventory &amp; Condition Report</li> <li>• HMRC deductions / NRL8 (if applicable)</li> <li>• Collect first month rental payment</li> <li>• Have Tenants pay Deposit direct to Landlord</li> <li>• Arrange Move-In document(s) signing</li> <li>• Tenant(s) ready for Landlord to Check-In</li> </ul>	
<p><b>** NOTE:</b> Unlike many agents our fees include: An inventory report, tenancy agreement. All charges are subject to VAT and are subject to change at any time.</p>		

#### Security Deposit

For the "Let Only Service", the landlord is required to secure the deposit into a government approved Tenancy Deposit Protection (TDP) scheme and provide supporting documentation (the "Prescribed Information") to the tenants within 30 days of receiving the deposit. Failure to do so can result in landlord fines and prevent the serving of legal notices.

#### No Supplementary Services

With the "Let Only Service" we DO NOT offer the option to add additional items like rent collection, deposit management, check-out, dispute support or court attendance. **These additional services are only available if you wish to upgrade to our Managed Service.**

# Schedule 6: Commissions, Fees and Charges

## Managed Service

<b>MANAGED SERVICE: SET UP FEE</b>		<b>£416.67</b> Exc. VAT	<b>£500</b> Inc. VAT
<ul style="list-style-type: none"> <li>• Agreeing the market rent</li> <li>• Advising on refurbishment</li> <li>• Guidance on statutory compliance</li> <li>• Advise on non-resident tax status</li> <li>• EPC organisation (if required)</li> <li>• Creating a brochure and description</li> <li>• Photos and floor plan</li> <li>• Marketing the property</li> <li>• Erecting a For Sale board (if required)</li> <li>• Finding applicants</li> <li>• Accompanied viewings (as appropriate)</li> </ul>	<ul style="list-style-type: none"> <li>• Referencing /credit checks</li> <li>• Right-To-Rent checks</li> <li>• Preparing a Tenancy Agreement</li> <li>• Deed of Guarantee (if required)</li> <li>• Preparing other Tenancy paperwork</li> <li>• Preparing the Inventory &amp; Condition Report</li> <li>• Security Deposit registration</li> <li>• Utilities / Council transfer</li> <li>• Tenant Check-In</li> <li>• HMRC Notice of non-resident landlord tax status</li> </ul>		
<b>MANAGED SERVICE: MONTHLY FEE</b>		<b>10%</b> Exc. VAT	<b>12%</b> Inc. VAT
<ul style="list-style-type: none"> <li>• Collect and remit monthly rent received from a tenant</li> <li>• Deducting commission and other works from rents</li> <li>• Supply of monthly rent collection statements</li> <li>• Holding of keys during the Tenancy</li> <li>• Includes 6-monthly routine inspections</li> <li>• Arrangement of minor works under £1000</li> </ul>	<ul style="list-style-type: none"> <li>• Tenancy Check-Out</li> <li>• Deposit dispute adjudications</li> <li>• Serving any required legal notices (Section 8/21)</li> <li>• Non-resident landlord Tax returns</li> <li>• Tenancy Renewal</li> <li>• Rent Review</li> <li>• Security Deposit dispute adjudication</li> </ul>		
<p>Payable monthly and calculated as a % + VAT of the gross rent payable under the agreement (e.g. rent £500pcm x 12% = £60 Inc VAT)  <b>** NOTE: Unlike many agents our fees include: An inventory report, check-in and check-out services and security deposit management. **</b>  <b>All charges are subject to VAT and are subject to change at any time.</b></p>			

<b>MANAGEMENT SERVICE: AD-HOC FEES &amp; CHARGES</b>	Exc. VAT	Inc. VAT
<b>LANDLORD WITHDRAWAL FEE (BEFORE MOVE-IN):</b> To cover the costs associated with the marketing, advertising and tenancy set-up should the landlord withdraw from the tenancy before it has started. (per tenancy)	£100	£120
<b>LANDLORD WITHDRAWAL FEE (DURING TENANCY):</b> To cover the costs associated with advising the tenant on the change and the position of the security deposit, transferring the security deposit to the landlord or new agent and returning all relevant documents held by the agent to the landlord. Five months' notice of withdrawal is required. (per tenancy)	£500	£600
<b>COURT ATTENDANCE FEE:</b> In the unfortunate event where we need to represent you in court - for example if tenant(s) requires eviction. Attendance will be charged at a standard hourly rate. Expenses are additional and may include travel, accommodation and parking.	£50	£60
<b>HOURLY RATE:</b> Basic tasks to be performed outside normal terms of business will be charged at a standard hourly rate. Where specialist tasks are required, price on application.	£50	£60
<b>SOLICITORS FEES:</b> Where the services of a solicitor are required, a fee quote by the solicitors will be provided before instruction.	POA	
All charges are subject to VAT and are subject to change at any time.		

## Schedule 6: Commissions, Fees and Charges

### Additional Services 1/2

ADDITIONAL SERVICES	Exc. VAT	Inc. VAT
<p><b>(EPC) ENERGY PERFORMANCE CERTIFICATE</b>  <b>▪ Certificate valid 10 years ▪ Required by Law ▪ Must be rated E or higher (or Exempt)</b>                      Appoint a Domestic Energy Assessor to provide an Energy Performance Certificate. Properties with an EPC rating of less than 'E' must be improved with energy efficiency measures to bring their ratings up to at least an 'E' and buildings that do not meet the minimum standards cannot be re-let until improvements are made.</p>	£50	£60
<p><b>(CP12) GAS SAFETY INSPECTION (GAS - MAINS/NATURAL)</b>  <b>▪ Certificate Valid 12 Months ▪ Required by Law Gas Safety Regs 1998</b>                      Appoint a Gas Safe Engineer to do the inspection, which includes the testing of any carbon monoxide detectors and/or smoke alarms in the property. The fee also covers arranging access, retaining the certificate and forwarding it to the tenant. The Gas Safety (Installation and Use) Regulations 1998 state that all rented properties with a gas supply must have a valid gas safety certificate at the commencement of and throughout the tenancy and must be tested for gas safety on an annual basis.</p>	£55	£66
<p><b>(CP12) GAS SAFETY INSPECTION (LPG)</b>  <b>▪ Certificate Valid 12 Months ▪ Required by Law Gas Safety Regs 1998</b>                      Appoint a Gas Safe Engineer to do the inspection, which includes the testing of any carbon monoxide detectors and/or smoke alarms in the property. Landlords duties for LPG appliances and installations are the same as for mains/natural gas. The landlord must arrange maintenance by a Gas Safe registered engineer certified for all LPG appliances which they own and provide for tenants and have a Gas Safe LPG registered engineer carry out a safety check carried out at least once every 12 months.</p>	£85	£102
<p><b>(CD/12) LANDLORD OIL INSTALLATION CHECK (OIL)</b>  <b>▪ Start of tenancy ▪ Recommended servicing every 12 months</b>                      Appoint an OFTEC Registered Technician to do the inspection. There is no legal requirement for a landlord to obtain a landlord safety certificate for oil fired equipment installed within a let property. However, BS 5410: Part 1 requires oil fired appliances and equipment to be serviced periodically in accordance with the manufacturer's instructions - this is usually every 12 months. Therefore, if this does not happen and there is a problem then the landlord would have little defence. Given this, we recommend that landlords should have an annual safety check and boiler service by an OFTEC Registered Technician. Any parts required like nozzles and flexible hoses are at additional cost.</p>	£105	£126
<p><b>HETAS CERTIFICATE OF COMPLIANCE (SOLID FUEL)</b>  <b>▪ Start of tenancy ▪ Provide HETAS compliance certificate and any service documentation</b>                      Appoint an approved engineer to inspect existing solid fuel appliances and where these comply with HEATS regulations and issue a HETAS Certificate of Compliance.                      For clarity, a "solid fuel" includes e.g. wood, coal, mineral smokeless fuels, wood derived fuels and biomass (not liquid or gas). A "solid fuel burning appliance" includes e.g. open fire, wood burner, pellet stove, biomass boiler, cooker solid or fuel boiler. Legal requirement that carbon monoxide detectors must be installed in any room where there is a solid fuel heater and tested at the start of each tenancy. Used chimneys should be swept prior to tenancy commencement and annually thereafter.</p>	£62.50	£75
<p><b>CHIMNEYS</b>  <b>▪ Start of tenancy ▪ Provide Chimney Sweeps Certificate ideally within the last 3 months</b>                      Arrange access and retain certificate.                      Landlords responsible at start of tenancy that chimney, flues and fireplace are in good order and repair, chimney swept and in a safe condition. CO2 detectors must be installed in any room with a solid fuel heater.</p>	POA	
<p><b>SMOKE ALARMS/ CARBON MONOXIDE DETECTORS</b>  <b>▪ Start of tenancy ▪ Required by Law ▪ Min of one working smoke alarm per floor ▪ CO2 detectors must be present in any room with open fire / Solid fuel stove</b>                      Engineer visits the property to check smoke/carbon monoxide alarms present and/or to install any missing alarms/detectors. Missing or additional alarms/detectors required are charged at £30+VAT (£36) each.                      Best practice to have CO2 detectors in all rooms with gas/oil/combustible fuels.</p>	£50	£60
<p><b>LEGIONELLA RISK ASSESSMENT</b>  <b>▪ Start of tenancy ▪ Risk Assessment every 2 years ▪ Required by Law ▪ Can be carried out by "competent" landlords see HSE website</b>                      We Appoint a "competent" person who has the experience and qualification to undertake the risk assessment. Landlords are under a duty to ensure that the risk of exposure to tenants, residents and visitors by Legionella is properly assessed and controlled. Risk assessments are recommended every 2 years, and in any event, should be renewed at every change of tenant.                      If a landlord feels they are "competent" to undertake the risk assessment they may like to start here:  <a href="http://www.privatehousinginformation.co.uk/site/files/2318-legionnaires-disease-risk-assessment-guidelines">http://www.privatehousinginformation.co.uk/site/files/2318-legionnaires-disease-risk-assessment-guidelines</a>  <a href="https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm">https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm</a></p>	£60	£72

Chris Hamriding Lettings & Estate Agents can arrange for the appropriate qualified professionals to undertake the required inspections. If you employ your own contractors, we will require copies of the relevant inspection certificates. Prices shown are for inspections only and do not include any costs of repair issues to gain certification. All charges are subject to VAT and are subject to change at any time.

## Schedule 6: Commissions, Fees and Charges

### Additional Services 2/2

ADDITIONAL SERVICES	Exc. VAT	Inc. VAT
<b>(EICR) ELECTRICAL INSTALLATION CONDITION REPORT (1-3 Bedrooms)</b> ■ Certificate valid 5 years □ Law from 1 July 2020 Appoint a NICEIC qualified engineer to conduct a basic safety and condition report. Arrange access and retain certificate.	£125	£150
<b>(EICR) ELECTRICAL INSTALLATION CONDITION REPORT (4 Bedrooms)</b> ■ Certificate valid 5 years □ Law from 1 July 2020 Appoint a NICEIC qualified engineer to conduct a basic safety and condition report. Arrange access and retain certificate. (over 4 beds POA)	£150	£180
<b>(PAT) PORTABLE APPLIANCE TESTING</b> ■ <i>Start of tenancy</i> ■ <i>Recommended 2-years small appliances, 4 years for large appliances</i> Appoint a NICEIC qualified engineer to carry out Portable Appliance Testing on up to 10 appliances. A charge of £3+VAT (£3.60) will apply to each additional appliance thereafter. Best Practice: Every electrical appliance supplied by the landlord must be safe to use. Check all appliances before the start of a new tenancy, and then every two years for smaller appliances such as kettles, microwaves, toasters, lamps and fans, and every four years for larger pieces of electrical equipment such as fridges, ovens, dishwashers and washing machines. Secondly, provide tenants with instruction manuals for the electrical appliances and tell them to read and follow the instructions while using them.	£75	£90
<b>INTERNAL BLINDS &amp; EUROPEAN SAFETY STANDARDS</b> ■ <i>Start of tenancy</i> Appoint a tradesman to check the Property where blinds or tracks are installed and, where needed, fitting cleat or snap connectors (per visit plus costs)	£50	£60
<b>PRIVATE WATER SUPPLY ANALYSIS TEST</b> ■ <i>Start of tenancy</i> If the property has a private water supply, you must have a private water supply water analysis.	POA	
<b>PRIVATE DRAINAGE SYSTEM</b> ■ <i>Start of tenancy</i> If the property is served by a private drainage system, please provide any information relating to the maintenance or emptying of the system.	POA	
<b>KEY CUTTING SERVICE:</b> ■ <i>Start of tenancy</i> 3 sets of keys are required at the start of a tenancy. If a landlord does not provide enough keys, we charge £15 per store visit, plus the actual cost of the keys cut.	£12.50	£15

Chris Hamriding Lettings & Estate Agents can arrange for the appropriate qualified professionals to undertake the required inspections. If you employ your own contractors, we will require copies of the relevant inspection certificates. Prices shown are for inspections only and do not include any costs of repair issues to gain certification. All charges are subject to VAT and are subject to change at any time.

# Schedule 7: Your Right to Cancel



## Cancellation Notice:

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you sign this contract away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:

- You have the right to cancel this contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day you sign this agreement.
- To exercise the right to cancel, you must inform us by a clear statement sent to us by post, fax or email.
- You may use the cancellation form below, but it is not obligatory.
- To meet the cancellation deadline, it is sufficient for you to send your communication, concerning your exercise of the right to cancel before the cancellation period has expired.
- If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing below:

To:

Mr Chris Hamriding  
Chris Hamriding Lettings & Estate Agents,  
9 High Street, Congleton CW12 1BN

Email: [lettings@chrishamriding.co.uk](mailto:lettings@chrishamriding.co.uk)  
Tel: 01260 543 999

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business for:

Full Property Address:

Landlord 1: Print Full Name:

Signed:

Date:

dd/mm/yy

Landlord 2: Print Full Name:

Signed:

Date:

dd/mm/yy

NB: All single signatures are deemed as "on behalf of" all joint landlords