

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 V4 - 1st May 2006)

| | | |
|--|--|---|
| 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"/> |
| | | |



Chris Hamriding Lettings & Estate Agents, 9 High Street Congleton CW12 1BN
Tel: 01260 543 999
Email: lettings@chrishamriding.co.uk
Web: www.chrishamriding.co.uk

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"/> Month-by-month basis (assured periodic tenancy) <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) (£600.00 inc VAT) | <input type="checkbox"/> Let Only (One months rent inc VAT) |
| Property Maintenance: | <input type="checkbox"/> (Managed) Handled by Us | <input type="checkbox"/> (Let Only) Handled by Landlord |

Overseas Landlord: Unspecified Tax deducted by us Informed has Advisor

Terms of Business (“the Agreement”)

This Agreement contains the Terms and Conditions of Business agreed between the client (“the Landlord” or “the Landlords”) and Chris Hamriding Lettings & Estate Agents (“the Agent”) 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 Agreement. Once signed, this Agreement will be legally binding on the Landlord. In the Agreement, the word “Applicant” means any person applying to rent the property and “Tenant” means any person who has 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” or “the Landlords”)
(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) | One months rent inc VAT | N/A | <input type="checkbox"/> |

| | | | | |
|---|-----------------|------------------------------|------|--------------------------|
| 2 | Managed Service | £500 + Vat (£600.00 inc VAT) | 12 % | <input type="checkbox"/> |
|---|-----------------|------------------------------|------|--------------------------|

Additional Services Selection

The Agent 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 must be made available to the Agent 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.

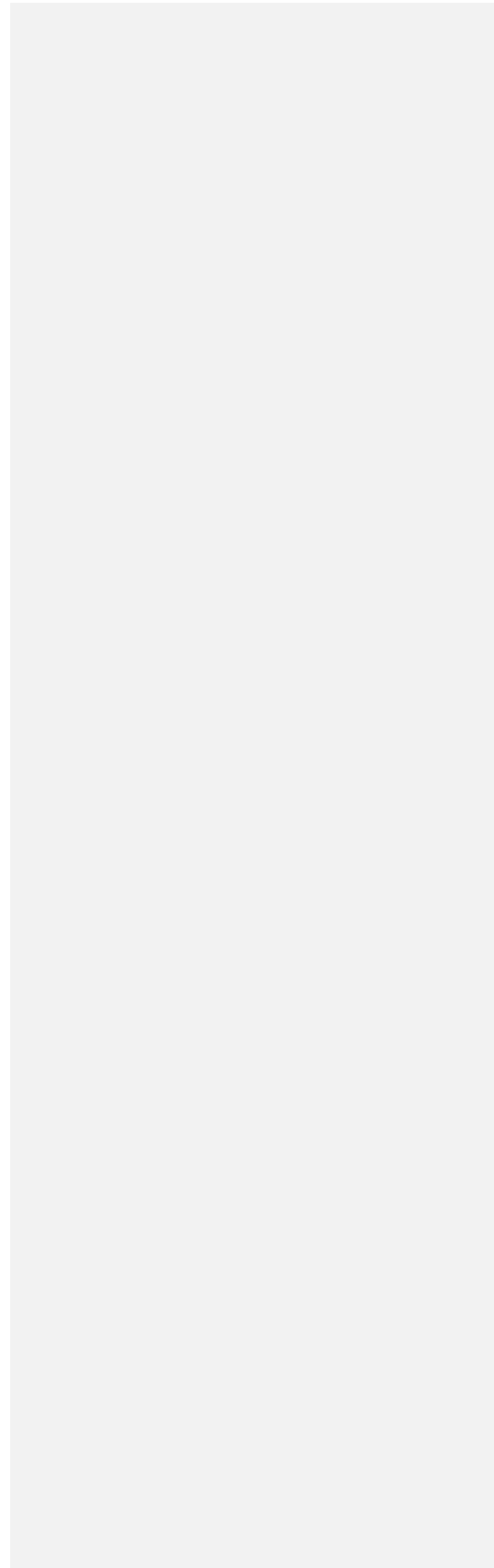
C (INSTRUCT) - The Landlord will pay the Agent to instruct contractors for the services at the price shown below.

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!

| PROPERTY SAFETY (TICK ONE BOX) 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 |
|--|--------------------|--------------------------|---------------------------|--------------------------|
| (EPC) ENERGY PERFORMANCE CERTIFICATE # Certificate lasts 10 years # Required by Law # Must be rated E or higher (or exempt) Arrange access and retain certificate. | £86 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (CP12) LANDLORDS GAS SAFETY CERTIFICATE (NATURAL GAS) # 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"/> |
| HETAS CERTIFICATE OF COMPLIANCE (SOLID FUEL) # 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. | £130 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SMOKE ALARMS / CARBON MONOXIDE DETECTORS (CO2) # 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"/> |
| (EICR) ELECTRICAL INSTALLATION CONDITION REPORT (1-3 Bedrooms) # Certificate valid 5 years # Law from 1 July 2020 Arrange access and retain certificate. | £180 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (EICR) ELECTRICAL INSTALLATION CONDITION REPORT (4 Bedrooms or more) # 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"/> |
| PAT TESTING # 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"/> |
| LEGIONELLA RISK ASSESSMENT # 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"/> |
| INTERNAL BLINDS & EUROPEAN SAFETY STANDARDS # 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"/> |
| OTHER SERVICES SPECIFIC TO THE PROPERTY - (e.g., LPG gas, Oil burners etc.) See Schedule 6 "Additional Services 1 & 2" for further details | | | | |
| KEY CUTTING SERVICE: 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: |
|-------------|

I/We accept the clauses continued within this Agreement and instruct the Agent to act on my/our behalf.

| (A) For use where the LANDLORD is an INDIVIDUAL or group of individuals: | | |
|---|---------|-------------------------|
| Signed for on behalf of the Agent: Print Full Name: Position: | 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 | | |

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

Instructions to Market the Property

| I/we wish Chris Hamriding Lettings & Estate Agents to begin marketing the Property immediately | | |
|---|---------|-------------------------|
| Print Full Name: | Signed: | Date: dd/mm/yyyy |

1. General Information

1.1 Introduction

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

Details of the Services offered by the Agent are set out in sections 3 and 4 of this Agreement:

1.2 Types of Tenancy

An assured periodic tenancy agreement 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 1988 and/or the Renters Rights Act 2025 and will be a non-Housing Act Tenancy under common law which imposes slightly less legislation on the Landlord.

If the tenancy is an assured periodic tenancy, the Landlord can only give notice requiring possession of the Property if one of the grounds in Schedule 2 of the Housing Act 1988 applies.

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 the Agent in writing if they wish for such a clause to be 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, the Agent may appoint a sub-agent. This does not incur any additional fees and may ensure that the Property is let quickly.

2. The Conditions of the Agreement

2.1 Introduction

The Agent 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.

2.2 Sole Agency

By appointing the Agent, the Landlord agrees that the Agent 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 the Agent **two weeks' prior written notice**.
- If you do not terminate the sole agency it will continue until the Agent receives the Landlord's 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 the Agent but by another agent or by any other person, including the Landlord themselves.
- If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which the Agent had Sole Agency but to a prospective tenant who was introduced to the Landlord during the period or with whom the Agent had negotiations about the Property during that period. Even if the Agent is not the effective cause of the transaction, the Landlord agrees to notify the Agent 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.

2.3 Multiple Agency

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



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!

3. The Services: Let Only Service (Tenant Find)

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

Let Only Service (Tenant Find)

If the Agent is instructed on the Let Only Service, the Agent will undertake all services set out in this Section 3 unless otherwise agreed in writing.

3.1 Market Appraisal

Advise on possible market rent achievable in current market conditions.

3.2 Compliance

Act to protect the Property and will endeavour to adhere to the relevant statutory, contractual and common law obligations in force from time to time, wherever applicable. However, it is the Landlord's legal responsibility to ensure compliance with relevant statutory, contractual and common law obligations in force from time to time.

3.3 Property Marketing

Advertise the Property; Undertake 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 the Landlord's responsibility to inform the Agent in writing of any restrictions on the erection of a flag board.

Property Particulars: The Agent 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. The Agent will use its reasonable endeavours to find a tenant, but the Agent is 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 the Agent.

To Let Board: As part of the marketing of the Property, the Agent will erect a To-Let board at the Property and advertise by whichever medium deemed appropriate. It is the Landlord's responsibility to notify the Agent in writing if the Landlord has 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 the Agent 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).

3.4 Accompanied Viewings

Where possible, arrange suitable times for Applicants to view the Property. If there is a current Tenant access will be subject to the Tenant's permission. If the Agent encounters problems obtaining access for viewings it is the Landlord's responsibility to advise the Agent of suitable times for viewing access; The Landlord must supply keys to the Agent to undertake viewings.

3.5 Referencing

Where possible, take up suitable references and credit references for the Landlord's 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. As the Agent does 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 Agent accepts no liability if the Landlord fails to comply with their statutory responsibilities.

Carry out customer due diligence in accordance with the Money Laundering Regulations 2017; and the guidelines on financial sanctions set by the Office of Financial Sanctions Implementation (OFSI) in May 2025;

3.5 Tenancy Agreement

Introduce a prospective tenant and negotiate terms between the parties; Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by relevant statute in force from time to time;; arrange for a copy of the Tenancy Agreement to be signed by the Tenant and a copy to be signed by the Landlord

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

The Agent will sign the Tenancy Agreement on the Landlord's behalf unless instructed otherwise.

If a third-party signs on behalf of the Landlord, the Agent 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 Agent will not check the document for accuracy and cannot be held responsible for any errors.

It is agreed that the Tenant shall pay the deposit direct to the Landlord. It will be the responsibility of the Landlord to protect the security deposit with a government authorised deposit protection scheme within 30 days of receipt of the security deposit and serve the prescribed information and any other documents on the Tenant or any relevant person within 30 days of receipt of the security deposit as required by the Housing Act 2004. The Agent accepts no liability if the Landlord fails to do so; If the Tenancy is an assured shorthold tenancy or assured periodic tenancy there are limitations on the amount that can be taken as a security deposit as follows: the maximum amount to be held as the security deposit for all new tenancies commencing on or after June 1 2019 if the Tenancy is an assured shorthold tenancy or assured periodic tenancy 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 assured shorthold tenancy or assured periodic tenancy.

Serve the draft Tenancy Agreement and if it is an assured shorthold tenancy or assured periodic tenancy, a copy of the Gas Safety Certificate, Electrical Installation Condition Report (EICR) and the Energy Performance Certificate (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.

3.6 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.

It is agreed that it is the Landlord's responsibility to negotiate any deductions from the deposit at the end the Tenancy. The Agent will not negotiate on the Landlord's behalf.

3.7 Initial Months' Rent

Arrange for the collection of the first instalment of rent to be paid to the Landlord's account as soon as reasonably practicable after deduction of our fees and expenses.

3.8 Security Deposit Management

As set out at clause 2.6, it is the Landlord who holds and manages the security deposit under this Let Only Service. The Agent will arrange for the Tenant to pay the security deposit direct to the Landlord. If the Tenancy is an AST or an assured periodic tenancy, the Landlord must protect the security deposit within 30 days of receipt of it and serve the prescribed information and any other associated documents on the Tenant within 30 days of receipt of the security deposit, as required by the Housing Act 2004. The Agent accepts no liability if the Landlord fails to do so. Failure to correctly protect the security deposit can result in fines and may prevent the Landlord from obtaining possession of the Property via the Courts.

3.9 Rent Collection

After the collection of the initial payment of rent to the Agent, ongoing rent collection is the responsibility of the Landlord; The Agent shall inform the Tenant of the Landlord's bank account details to do so.

3.10 Utilities

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.

3.11 Inspections

The Agent does not manage the Property therefore it is the Landlord's responsibility to undertake periodic inspection.

3.12 Repairs and Maintenance

the responsibility for looking after the Property and dealing with any problems falls on the Landlord.

3.13 Notice Processing

The Agent will not process notices under the Let Only Service (Tenant Find).

3.14 Deposit Dispute Handling

The Landlord is responsible to undertake check-outs and deal with the deductions to the security deposit at the end of the tenancy. The Agent will not negotiate in any dispute between the Landlord and the Tenant in connection with the deductions to the security deposit. Therefore, the Landlord and Tenant must come to some agreement themselves regarding the security deposit or the matter should be referred to the tenancy deposit scheme for adjudication.

4. The Services: Managed Service

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

sanctions set by the Office of Financial Sanctions Implementation (OFSI) in May 2025.

Managed Service

If the Agent is instructed on the Managed Service, the Agent will undertake all services set out in this Section 4 unless otherwise agreed in writing.

The Agent is responsible for finding a Tenant for the Property and dealing with all aspects of the Tenancy during the tenancy. To avoid doubt between the parties, the fees and commission set out in Schedule 4 remain payable for the duration of the tenancy.

If the Landlord chooses to cancel the Management Service, the fees and other charges will continue to be payable as shown below and in the Agreement for Letting Only.

4.1 Market Appraisal

Advise on possible market rent achievable in current market conditions.

4.2 Compliance

Act to protect the Property and will endeavour to adhere to the relevant statutory, contractual and common law obligations in force from time to time, wherever applicable. However, it is the Landlord's legal responsibility to ensure compliance with relevant statutory, contractual and common law obligations in force from time to time.

4.3 Property Marketing

Advertise the Property; Undertake 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 the Landlord's responsibility to inform the Agent in writing of any restrictions on the erection of a flag board.

Property Particulars: The Agent will prepare written particulars of the Property (based on the details contained in 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. The Agent will use its reasonable endeavours to find a tenant, but the Agent is 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 the Agent.

To Let Board: As part of the marketing of the Property, the Agent will erect a To-Let board at the Property and advertise by whichever medium deemed appropriate. It is the Landlord's responsibility to notify the Agent in writing if the Landlord has 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 the Agent 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).

4.4 Accompanied Viewings

Where possible, arrange suitable times for Applicants to view the Property. If there is a current Tenant access will be subject to the Tenant's permission. If the Agent encounters problems obtaining access for viewings it is the Landlord's responsibility to advise the Agent of suitable times for viewing access; The Landlord must supply keys for all external locks so the Agent may undertake viewings; the Landlord will also supply 3 sets of keys for the management of the Property or instruct the Agent to have additional keys cut at the Landlord's expense.

4.5 Referencing

Where possible, take up suitable references and credit references for the Landlord's 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.

Carry out all Right-to-Rent checks under the Immigration Acts 2014 and 2016 in-house or through a third-party. The Agent accepts no liability if the Landlord fails to comply with their statutory responsibilities.

Carry out customer due diligence in accordance with the Money Laundering Regulations 2017; and the guidelines on financial

4.6 Tenancy Agreement

Introduce of a prospective tenant and negotiate terms between the parties; Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by relevant statute in force from time to time; arrange for a copy of the Tenancy Agreement to be signed by the Tenant and a copy to be signed by the Landlord; and collect the first months' rent.

The Agent will sign the Tenancy Agreement on the Landlord's behalf unless instructed otherwise.

If a third-party signs on behalf of the Landlord, the Agent 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 Agent will not check the document for accuracy and cannot be held responsible for any errors.

If the Tenancy is an assured shorthold tenancy or assured periodic tenancy there are limitations on the amount which can be taken as security deposit as follows: the maximum amount to be held as the security deposit for all new tenancies commencing on or after 1 June 2019 if the Tenancy is an assured shorthold tenancy or assured periodic tenancy the annual rent does not exceed £50,000 is five weeks' 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 assured shorthold tenancy or assured periodic tenancy (**we recommend a security deposit equivalent of 1 month rent**). Serve the draft Tenancy Agreement and if it is an assured shorthold tenancy or assured periodic tenancy the, a copy of the Gas Safety Certificate, the Electrical Installation Condition Report (EICR) and the Energy Performance Certificate (EPC) on the prospective tenant.

If the Tenant complains to the local authority about lack of repair or maintenance at the Property and an Improvement Notice or Order is served on the Landlord to repair, this may affect the ability of the Landlord to gain possession. The Agent accepts 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.

4.7 Inventory & Condition Report

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 Agent's responsibility to negotiate any deductions from the Deposit at the end the Tenancy in line with statute and the rules set by the tenancy deposit protection scheme.

4.8 First Day of Tenancy Checks

Undertake the testing and replacement of faulty smoke alarms and carbon monoxide detectors on the first day of Tenancy with the Tenant.

4.9 Initial Months' Rent

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

4.10 Security Deposit Management

Receive the security deposit from the Tenant on behalf of the Landlord; register the security deposit with the government approved tenancy deposit scheme within 30 days of receipt of the security deposit and serve the prescribed information and any other associated documents on the Tenant within 30 days of receipt of the security deposit. Further information regarding this is set out at Schedule 1.

4.11 Rent Collection

Collect the rent and pay from the rent any agreed outgoings such as agency fees and/or contractor charges and account to you regularly, provided that the Agent is duly notified in advance of

any regular out goings and the demands/invoices are subsequently forwarded to the Agent.

4.12 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 Agent has been given full details of the accounts held and if the supplier will accept their instructions.

4.13 Periodic Inspections

The Agent is not a professional surveyor and cannot be held responsible for any defects of any kind.

The Agent will arrange visits to the Property approximately twice a year provided the Tenant grants access; the Agent will inform the Landlord if access is refused and await further written instructions. If access is not granted the Landlord will be informed and it will be the Landlord's responsibility to take legal advice and inform the Agent 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. The Agent does not accept responsibility for problems and defects in the Property which are not immediately apparent or for failure to note anything concealed from the Agent. Additional visits can be carried out if requested by the Landlord or his appointed representative subject to additional charges.

4.14 Repairs and Maintenance

The Agent 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 the Agent instructing the relevant contractor and deducting the funds from the repair fund (if applicable) or rent; The Landlord is expected to respond to the Agent promptly with written approval to instruct contractors or alternative orders upon the Agent submitting the estimates by email or first-class post. If the Agent does not hear from the Landlord within three days and the cost is less than £1,000 including VAT the Agent 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 Agent 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 Agent will authorise the works under the terms of this Agreement and the Landlord agrees to the Agent utilising the repair fund (if applicable) 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. The Agent accepts no liability for outstanding invoices from contractors.

4.14 Repairs and Maintenance

Contractor Fees: The Agent does not receive referral fees from contractors;

Contractor Selection: The Agent will use a particular contractor requested by the Landlord provided the person is readily available and where the Agent holds 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 the Agent will not be liable for any loss suffered;

Access & Funds: The Agent will try to arrange a mutually convenient time for contractors to meet the Tenant when

attending the Property to undertake work. The Agent will not be 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 negligence or breach of contract of the Agent.

4.15 Breach of Agreement

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

4.16 Notice Processing

If requested to do so in writing, the Agent will serve notice under Section 8 of the Housing Act 1988 or for a Non-Housing Act Tenancy, a Notice to Quit.

The Agent will need to be given at least ten weeks' notice of the termination of the tenancy. The Agent cannot be held liable for any delay in obtaining possession if the Landlord provides insufficient time for service of the notice or the Tenant fails to vacate.

Where any notice has been served by the Tenant in connection with the Property, the Agent will forward the notice to the Landlord.

The Agent 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. The Agent 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.

5.17 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; The Agent 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 the tenancy deposit protection scheme 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 security deposit as agreed between the parties or as agreed through adjudication. Further information regarding this is set out at Schedule 1.

3.17 Void Periods

The Agent will not manage properties during void periods.

3.18 Regulated Insurance Activities

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. The 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.

5. The Landlords Undertakings

The Landlord undertakes that they will:

5.1 Property Ownership

Confirm they are 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.

5.2 Sale or Transfer of Ownership

Inform the Agent regarding any transfer or sale of ownership in relation to the Property.

5.3 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 Agent to have additional keys cut at the Landlord's expense.

5.4 Sub Agents

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

5.5 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 the Agent do not manage the Property. The Agent accepts no liability for failure to do so.

5.6 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.

5.7 Safety Compliance

Ensure that the Property is compliant with section 11 of the Landlord and Tenant Act 1985 at all material times. 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 Condition Report (EICR) 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 the Agent 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 Agent.

5.8 Overseas Landlords

Make the Agent aware if the Landlord plans to be abroad for 6 months or more within one year. Register with His Majesty's Revenue and Customs ("HMRC") if the Landlord is resident

overseas. The link is 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 Agent.

5.9 Legal Proceedings

Arrange legal proceedings at the Landlord's expense if applicable circumstances arise.

5.10 Discrimination

Not to discriminate against any applicant, tenant, or any employee of the Agent. If discrimination occurs, the Agent may give immediate written notice to terminate the Agreement.

5.11 Care & Maintenance

If they are 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. Provide instruction booklets for all items of mechanical and electrical equipment and any special surfaces at the Property; Ensure that any information regarding the Tenant is being retained (including personal information, references and identity details) and that the Landlord has registered with the Information Commissioners' Office (ico.org.uk).

5.12 Rental Property Licencing

Determine whether the Property requires a property licence and obtain such a licence; The Landlord will 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.

5.13 Private Rented Sector Database and Private Rented Sector Landlord Ombudsman

Register to the Private Rented Sector Database and Private Rented Sector Ombudsman, and they will provide the Agent with evidence of their registration to these services before the Agent markets the Property.

5.14 Notice under Ground 1 or 1A of the Housing Act 1988

Under the Housing Act 1988 (as amended), landlords of assured periodic tenancies can serve notice upon their tenants if they intend to move back into or sell their property. However, landlords will not be able to serve this notice within the first 12 months of the tenancy and will be restricted from re-letting the property for a period of 12 months from expiry of the notice. This is known as the "protected period". Therefore, the Landlord agrees:

- To supply to the Agent a copy of any notice under Ground 1 or 1A previously served in connection with the Property; and
- Not re-let or re-market the Property for the "protected period" of 12 months following service of the notice under Ground 1 or 1A.

The Agent accepts no liability should the Landlord fail to comply with the requirements set out in this section 5.

6. The 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.

6.1 Ownership

By signing the Agreement, the Landlord confirms they are the owner of the Property.

6.2 Incorrect Information

The Landlord warrants that all the information they have provided to the Agent is correct to the best of their knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agents for all losses suffered.

6.3 Consent to Let and Leasehold Property

Approval to let a property is often a requirement of any mortgage. The Landlord must provide the Agent 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. The Agent takes no responsibility for payments unless a separate written contract has been concluded with the Landlord to make the Agent responsible to make payments if funds are held. If no funds are held, the Agent has no liability for any losses suffered by the Landlord.

6.4 Additional Addresses for Service

Land Registration Act 2002 Additional Addresses for Service; It is recommended that the Landlord should provide to the Land Registry up to 3 addresses (not including the property to be let) so they can be informed if an application is received which may affect their 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.

6.5 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 the Agent 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. The Agent is 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.

6.6 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 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.

6.7 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 the Agent to the Landlord after the rent payment date to allow for monies to clear in the Agent's bank account. No interest will be paid to the Landlord on either rent or deposit monies held. The Landlord should arrange a facility with their 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 in advance 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 the Agent can provide advice regarding reimbursement of funds to the Tenant.

6.8 Inventory and Schedule of Condition

Prior to the start of the Tenancy the Agent 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.

6.9 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.

6.10 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 the Agent or the Landlord to obtain consent before carrying out any redecoration or changes to the Property except in an emergency. The Agent will not arrange repairs if the Property is not managed. If the Agent manages the Property and instructs a contractor to carry out repairs, the Agent 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 entitles 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 favor 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. The Agent will endeavor 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. The Agent accepts 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.

6.11 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. 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. **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 the Agent 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 the Agent of their residency prior to the start of the tenancy. The Landlord is advised to obtain an approval number from His 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 Agent 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;

6.12 Utilities and Council Tax

Water Rates including sewerage and environment charges: The Tenant will be responsible for the water rates whether metered or not. The Agent will inform the relevant water authority to produce a final account for the Landlord at the start of the tenancy if the Agent manages the Property provided the Landlord has given the Agent 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 the Agent does not manage the Property, it is the responsibility of the Landlord to terminate any accounts held in their 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. If the Agent does 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. The Agent 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. The Agent will use its reasonable endeavours to overcome such difficulties, although the telephone company may refuse to deal with the Agent. No liability will be attached to the Agent under these circumstances.

Electricity and Gas: There are several regulations relating to electrical installations, equipment and appliance safety, and these affect landlords and their agents in that they are 'supplying in the course of business'. They include the Electrical Equipment (Safety) Regulations 2016, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation - Part P, and British Standard BS1363 relating to plugs and sockets. The Electrical safety Standards in the Private Rented Sector (England) Regulations 2020 require an electrical inspection and a report on the condition of the property (EICR) to be performed by a qualified person every 5 years. A copy of the EICR must be supplied to the Tenant.

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.

The Agent will take electric meter readings using an inventory clerk at the start of the Tenancy and where the Agent manages 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, the Agent will transfer the accounts back into the Landlord's name. If the Agent manages the Property, the Agent 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.

6.13 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 Agent (if applicable) can be held responsible for mail addressed to the Landlord at the Property which may subsequently go astray.

6.14 Re-Letting

Where the tenancy is a Non-Housing Act tenancy, the Landlord must advise the Agent 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 Quit is to be served. The Agent is able to serve a Notice on the Landlord's behalf.

6.15 Structural Defects

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

6.16 Furniture, Furnishings, other Safety Regulations

Furniture & Furnishings: Landlords must be aware of legislation which is covered by the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993; and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulation 2025. 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 this Agreement, the Landlord acknowledges their responsibility for the safety of requirement for Furniture & Furnishings and confirm that any such items in the Property are safe.

6.17 Smoke and Carbon Monoxide Alarms

Smoke Alarms: The Department of the Environment Building Regulations governing the installation of smoke detectors apply 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 gas appliances can emit carbon monoxide

The Landlord is legally responsible for installing and maintaining working smoke alarms on every storey of living accommodation as well as carbon monoxide alarms in all rooms where there is any type of fixed combustion application in line with the [Smoke and Carbon Monoxide Alarm \(Amendment\) Regulations 2022](#). The Landlord is also responsible for ensuring that each alarm is in proper working order at the start of the tenancy and that all checks are documented.

Landlords are strongly advised to ensure a carbon monoxide detector is installed as a precautionary measure in each room.

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. If the Agent manages the Property such test will be carried out on a landlord's behalf at the start of the tenancy. If on a Let Only Service, the Landlord is responsible for tests. The Agent 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.

6.18 Blinds

New European Regulations apply to the installations for raising and lowering blinds, and the movements of curtains across windows. In accordance with the Blind Cord Safety Regulations 2014, any new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent the danger of asphyxiation, and a warning notice should be supplied with the purchasing material. It is the Landlord's responsibility to ensure that any blinds or curtains fitted comply with current Regulations. The Agent has no liability if they fail to do so.

6.19 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 the Property prior to any letting especially if there are open water tanks, redundant pipes, cooling systems or a swimming pool. The Agent requests that a copy of any written risk assessment is provided upon instruction. By signing the Agreement, the Landlord acknowledges that they are aware of their responsibility for the safety of the Tenant at the Property and confirm that they have considered all risks regarding Legionnaires Disease. Should the Landlord want the Agent to arrange a Legionella Risk Assessment on their behalf please confirm this in writing, the cost of this is set out under 'Additional Services' in this Agreement. Further information is available at:

<https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

6.20 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 at 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.

There are several regulations relating to electrical installations, equipment and appliance safety, and these affect landlords and their agents in that they are 'supplying in the course of business'. They include the Electrical Equipment (Safety) Regulations 2016, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation - Part P, and British Standard BS1363 relating to plugs and sockets. The Electrical safety Standards in the Private Rented Sector (England) Regulations 2020 were passed by Parliament on 18 March 2020. Any tenancy created or renewed on or after July 1st 2020 will require an electrical inspection and a report on the

condition of the property (EICR) performed by a qualified person. The inspection will need to be undertaken every 5 years.

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.

6.21 Energy Performance Certificate ("EPC")

All rented Property must have EPC. Under The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, it is unlawful for landlords to grant new tenancies, extend or renew a tenancy for a property that has an energy efficiency rating of E or lower. An EPC lasts for 10 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 the Agent will arrange a further inspection by a Domestic Energy Assessor to ensure that there is always a valid EPC. If the Agent does not manage the Property, the Landlord has the responsibility to renew an EPC if relevant. Failure to have a valid EPC may mean the Landlord is unable to obtain possession of the Property via the Courts.

6.22 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. The Landlord will need to provide the Agent with a copy of a current Gas Safety Record before the tenancy commences or the Agent can arrange this. 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 the Landlord is found guilty of non-compliance, they will have a criminal record and face a fine or imprisonment, or both. It is important that the Landlord checks 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 work should be carried out before the start of the tenancy.** The Agent cannot put a tenancy in place unless the Landlord has provided the Agent with a current safety check, or they have instructed the Agent to arrange this on their behalf. If the Landlord does not provide the Agent with a new check before the last one expires, the Agent will instruct a test on the Landlord's behalf with one of the Agent's recommended contractors without further reference to the Landlord and make any necessary deduction from your account. 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.

6.23 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-certify, 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.

Chimneys: The Landlord 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.

By signing this Agreement, the Landlord acknowledges that they are aware of their responsibility for the safety of any solid burning appliance and confirm that any such appliance installed in the Property is safe.

6.24 Oil Central Heating

Landlords will be required to have an OFTEC registered engineer to check and service boiler annually. By signing this Agreement, the Landlord acknowledges that they are aware of their

responsibility for the safety of any solid burning appliance and confirm that any such appliance installed in the Property is safe.

6.25 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 the Agent is instructed, the Landlord must ensure that the Agent is able to arrange necessary work and ensure that adequate funds are available to do so to comply with any notice or order.

6.26 Council Tax

The Tenant has the liability for payment of Council Tax, as stated in the Tenancy Agreement. However, the Landlord has the responsibility for Council Tax during any void period. The Landlord should be aware that if the tenancy continued after the fixed term as a periodic tenancy (where applicable) 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 the Agent will arrange for a written demand to be served upon the Tenant to reimburse the Landlord for all costs incurred. If the Agent does not manage the Property, the Landlord must seek reimbursement from the Tenant. The Agent accepts liability if the Tenant fails to recompense the Landlord.

6.27 Pets

Under the Renters' Rights Act 2025, landlords of assured periodic tenancies must consider all requests for pets and must not unreasonably refuse them. Therefore, in signing this Agreement the Landlord agrees to:

- consider a tenant's request for pets on a case-by-case basis;
- provide a response in relation to the request within 28 days of the request.

6.28 Empty Properties / Void Periods

The Agent will 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 their insurance companies about any periods where the Property is empty and complies with any conditions imposed by the insurer.

6.29 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.

6.30 Referencing

Where the Agent is instructed to do so in writing, the Agent will where it is possible to do so, take up suitable references and/or credit references for the Landlord's approval. The Agent 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.

6.31 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 the Landlord's request, the Landlord should expect to meet reasonable costs and expenses incurred by him or her.

6.32 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 Agent is instructed to attend a tribunal or Court proceedings then a charge including VAT as shown in the Commissions, Fees & Charges Schedule will be made.

6.33 Reimbursement of the Agent

The Landlord must keep the Agent reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by the Agent from and during the time that the Agent was acting on the Landlord's behalf unless it is due to the negligence or breach of contract of the Agent. For the avoidance of any doubt, the Agent reserves 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 the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Property the Landlord will reimburse the Agent on written demand for all costs expenses and fees incurred.

6.34 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 Agent 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.

6.35 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. The Agent 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.

6.36 Indemnity

If the Landlord asks the Agent to do anything which it considers to involve a higher risk to the Agent or to the Landlord or which is outside the Agent's normal procedure, the Agent may ask the Landlord for a written agreement to indemnify the Agent against any loss, damage or other costs which the Agent might incur as a result of following the Landlord's instructions. If the Landlord refuses to provide this to the Agent, then the Agent reserves the right to refuse the Landlord's instructions and to terminate this Agreement.

7. General Conditions

7.1 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.

7.2 Notices

The address for service of notices or communications upon the Agent in connection with this Agreement is set out at clause 7.3 of this Agreement.

The address for service of notices or communications upon the Landlord in connection with the Agreement is [\[insert Landlord address\]](#).

The service of notices or communications shall be deemed to have been received on either party:

- if delivered by hand delivery, at the time the notice is left at the address.
- if delivered by first-class post, it shall be deemed served two working days later
- If by electronic service, emails will be deemed delivered immediately on leaving the outbox of the sender to the following email addresses:
Agent's email address: [\[insert email address\]](#)
Landlord's email address: [\[insert email address\]](#)

This Error! Bookmark not defined. does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

7.3 Service Information

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

The Agent is VAT registered (VAT number 291006330).

The Agent is members of:

- The Property Ombudsman (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).

7.4 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.

7.5 Consumer Protection & Unfair Trading

The Agent and the Landlord must comply with the Consumer Rights Act 2015 and the [Digital Markets, Competition and Consumers Act 2024 \(DMCCA\)](#). Statements must be factually correct in all communications and the Agent must not give a potential tenant the wrong impression about the Property to be let by way of a misleading action or omission. 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. The Landlord indemnifies the Agent against all losses and damages where the Landlord has failed to disclose any appropriate information.

7.6 Commissions, Fees & Charges

The Landlord is responsible for paying commission, fees and charges 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 Agent; or by the Agent's 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 Agent and the Landlord. All charges and fees are shown inclusive of VAT.

The commissions, fees and charges remain due and payable in relation to any continuation of the tenancy whether or not the Agent is the effective cause; and for the period of time of any such continuation of the tenancy.

6.7 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 which provides guidance notes and access to the relevant form.

6.8 Privacy Policy

The Agent is registered with the Information Commissioners Office (www.ico.org.uk) Registration No:ZA196329, Data Controller Christopher John Hamriding; Our Privacy Policy is shown on our website. (www.chrishamriding.co.uk) To prevent any unauthorised access to or use of personal data, the Agent the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. The Agent will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and the Agent refers the matter to a solicitor; or if the Agent is 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; The Agent will retain the Landlord's details for marketing purposes for six years unless the Landlord informs the Agent 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.

6.9 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 judgment has been obtained. Any interest accrued on client monies that the Agent holds 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.

6.10 Assignment & Variation

The Landlord shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any rights and obligations under this Agreement without the Agent's prior written consent.

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 in accordance with clause 7.2 of this Agreement.

6.11 Notice of The Right to Cancel

If the Landlord signs this Agreement 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 Agent of their decision to cancel this contract by serving the Cancellation Notice in Schedule 6 in accordance with clause 7.2 of this Agreement. The Landlord may use the Cancellation Notice before the cancellation period has expired. If the Landlord cancels this Agreement within the first 14 days, 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 Agreement.

6.12 Termination

Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- d) if the Landlord fails to pay any amount due on the due date for payment.

On termination or expiry of the services, the Landlord shall immediately pay to the Agent any outstanding unpaid fees and interest and, in respect of services supplied but for which no invoice has been submitted, the Agent shall submit an invoice, which shall be payable by the Landlord immediately on receipt. Upon termination or expiry of the Services, any client funds held by the Agent for maintenance or compliance will be reconciled and returned to the Landlord, subject to deductions for any outstanding works or liabilities incurred in fulfilling this Agreement.

Termination or expiry shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

6.13 Client Money

All client money including floats (for managed properties) and rent transfers are handled through the Agent's designated client account.

6.14 Limitation of Liability

Except for liability in the event of death, personal injury or fraud caused by the Agent, the Agent shall under no circumstances whatsoever be liable to the Landlord, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for: any loss of profit, goodwill, business opportunity, contract or anticipated saving (in each whether direct or indirect);

any increased costs or expenses (in each case whether direct or indirect); or any indirect or consequential loss arising under or in connection with this Agreement.

The Agent's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising under or in connection with this agreement shall be limited to [£\[insert professional indemnity limit\]](#). This [Error! Bookmark not defined.](#)6.13 shall survive termination of the Agreement.

6.15 Force Majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

6.16 Complaints

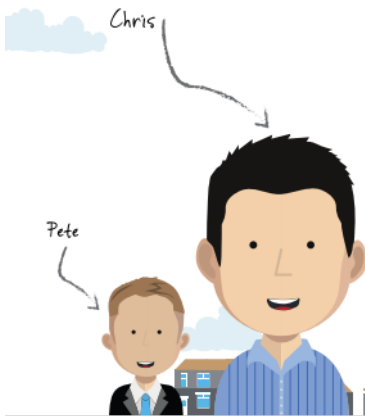
The Agent's written complaints procedure is available from [\[insert web link or email address\]](#). In the event of an unresolved complaint, the matter may be referred to [\[insert Ombudsman Scheme\]](#).

6.17 Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement by law shall prevent or restrict the further exercise of that or any other right or remedy.

6.18 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Agreement is deleted under this [Error! Bookmark not defined.](#)the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.



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!**

Schedule 1: 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 Periodic Tenancy Agreements

1.1 If a tenant pays a deposit in connection with an assured periodic tenancy 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 The Agent is 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
Email: deposits@tenancydepositscheme.com

1.4 If the Agent receives the deposit on your behalf in connection with an assured periodic tenancy, under the Managed Service, the Agent will serve the prescribed information and comply with the initial requirements of the Scheme on the Landlord's behalf, unless the Agent is given prior written instructions to the contrary before the deposit is received.

1.5 If the Landlord does not want the Agent to protect the deposit on their behalf, it will be the Landlord's responsibility to protect it as required by law. Please note that the Landlord may be unable to obtain a possession order against a tenant whose deposit is not protected. **A Tenant or any Relevant Person (i.e any third party who paid the deposit such as a guarantor or local authority) may also 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; (that being 30 days from receipt of the deposit); or
- fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit (that being to protect the deposit within 30 days from receipt of the deposit); 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 the Landlord does not give the Agent written instructions that they want to make their own arrangements for deposit protection, the Agent will hold deposits relating to the Landlord's properties under the terms of the Scheme. The Agent must comply

with the rules of the Scheme, and this means that the Agent will not be able to act on the Landlord's 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. A very important point to bear in mind is that the Agent must hold the deposit as "stakeholder". This means that the Agent can only pay money from the deposit if:

- both Landlord and Tenant (and any Relevant Person) agree; or
- the court orders the Agent to do so; or
- the Tenancy Deposit Scheme directs the Agent to do so.

2 During the tenancy

2.1 The Agent will hold the deposit as stakeholder in their client account (this is a separate account from the money used to run the business).

2.2 Interest earned on the deposit will belong to the person entitled to it under the Tenancy Agreement.

2.3 If the Scheme directs the Agent to send the deposit to them, the Agent must do that within 10 days of receiving their direction. The Scheme will not normally direct the Agent 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 assured periodic tenancy the Agent will liaise with the Landlord to ascertain what (if any) deductions they propose to make from the deposit or have already agreed with the Tenant. [The Agent will help the Landlord to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on the Landlord's behalf in accordance with the Landlord's instructions].

2.5 Once the Landlord and the Tenant have agreed how the deposit should be allocated, the Agent will ask both parties to confirm their agreement in writing. The Agent will then pay the deposit according to what has been agreed, within 10 days of receiving confirmation of agreement from the Landlord and the Tenant. The Agent cannot pay until they receive the Tenant's agreement. If there are joint tenants, all of them must agree.

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

3.1 The Landlord 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. The Landlord must agree to the Agent releasing promptly any part of the deposit that does not need to be held back to cover breaches of the Tenancy Agreement. The Agent will take the Landlord's instructions at the time regarding the amount to be withheld.

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

3.4 If the Agent protects a deposit with the Scheme on the Landlord's behalf, the Landlord hereby authorises the Agent to pay to the Scheme as much of the deposit as the Scheme requires the Agent to send. The Agent will contact the Landlord to keep them informed, but the Agent will not need to seek further authority from the Landlord to send the money to the Scheme.

3.5 The 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 a assured periodic tenancy.

3.6 If the Tenant's claim is referred for alternative dispute resolution, the Agent and Landlord will be invited to accept or contest the claim, the Landlord must notify the Scheme whether they 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 the Landlord. **If the Landlord does not respond to the Scheme by the deadline, the Landlord will be treated as having given their consent to alternative dispute resolution.**

3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Scheme. If the Agent or Landlord refers 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) claimed by the Landlord, the Landlord will need to begin court proceedings if they wish to pursue their 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.

3.9 The 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 the Landlord and the Tenant.

3.10 If the Landlord orders any work to be done at the Property before a dispute has been resolved, they do so at their own risk. There is no guarantee, if they incur expense, that a dispute will ultimately be resolved in the Landlord's favour.

4 Consent to use personal information

4.1 When the Landlord agrees to use the Agent's services, the Landlord agrees that the Agent may use information the Landlord gives the Agent, including personal information about the Landlord, for the purposes of performing their obligations to the Landlord if applicable.

4.2 The Landlord agrees that the Agent may supply such information as is reasonably required to the Scheme. The Landlord agrees that the Scheme, or the government department responsible for the Scheme, may contact the Landlord from time to time to ask the Landlord to participate in surveys. If at any time the Landlord does not wish the Scheme to contact them for that purpose, they should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

5 Duty to provide correct and complete information

5.1 When the Landlord agrees to use the Agent's services, they guarantee that all the information provided to the Agent is complete and correct to the best of their knowledge and belief. The Landlord agrees to inform the Agent immediately if it comes to the Landlord's attention that any information was incorrect.

5.2 If the Agent suffers any loss or incur any cost because information given to the Agent is or was incomplete and/or incorrect, the Landlord agrees to pay the Agent the amount necessary to put the Agent in the position it would have been in if the information had been complete and correct. This clause does not relieve the Agent of its own obligation to use reasonable skill and care in providing the services to the Landlord, or to take

reasonable steps to keep their losses and costs to a minimum once it is established that there is a problem.

6 Where the tenancy is not an assured periodic tenancy

6.1 Where the tenancy is not an assured periodic tenancy, the deposit does not have to be protected by law. However, the Scheme will make its independent alternative dispute resolution service available to the Landlord because the Agent is a member of the Scheme.

6.2 If a dispute arises, the Landlord, Agent or 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) the Landlord, Agent and the Tenant 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 a deposit for an assured periodic tenancy

7.1 If the deposit relates to an AST or assured periodic tenancy and the Landlord decides to hold the deposit themselves; they must tell the Agent before the Tenancy Agreement is signed. The Agent will notify the Landlord of the date it receives the deposit and aim to transfer the deposit to the Landlord within 5 days of receiving it. By law the Landlord must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date the Agent received it. The Landlord must also give the Tenant and any Relevant Person 'prescribed information' about the deposit within 30 days of the date the Agent received the deposit. If the Landlord does not do both of these things within 30 days of the Agent receiving the deposit, the Tenant or any Relevant Person can take legal action against the Landlord. The court can make an order stating that the Landlord 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 the Landlord to pay compensation to the Tenant of between one and three times the amount of the deposit.

7.2 By law, if the Landlord has not complied with the initial requirements of an authorised tenancy deposit protection scheme, the Landlord may be unable to obtain possession of the Property under section 8 of the Housing Act 1988.

7.3 If the Landlord instructs the Agent that they do not want the Agent to protect a deposit for an assured periodic tenancy, the Agent shall not be liable to the Landlord for any loss suffered or cost incurred as a result of the Landlord's failure to comply with the legal obligations to protect the deposit and give prescribed information. The Landlord must pay the Agent for any loss or inconvenience suffered or cost incurred by the Agent if the Landlord fails to comply with those obligations. This clause will not apply if the reason for the failure is because the Agent failed to send the deposit to the Landlord within 20 days of receiving it.

8 Joint Landlords

8.1 If there is more than one landlord, any joint landlord will be able to participate in alternative dispute resolution. The Scheme does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. The Scheme does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If the joint landlords require 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 2: Summary of Services

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

Commented [MD1]: Amended per discussion

End of Schedule 2: Summary of Services

Schedule 3: Commissions, Fees and Charges

Let Only Service (Tenant Find)

| LET ONLY SERVICE: SETUP FEE | 1 Month's Rent Inc. VAT |
|--|---|
| <ul style="list-style-type: none"> Agreeing the market rent Advising on refurbishment Guidance on statutory compliance Advise on non-resident tax status EPC organisation (if required) Creating a brochure and description Photos and floor plan Marketing the property Erecting a For Sale board (if required) Finding applicants Accompanied viewings (as appropriate) | <ul style="list-style-type: none"> Referencing /credit checks Right-To-Rent checks Preparing a Tenancy Agreement Deed of Guarantee (if required) Preparing other Tenancy paperwork Preparing the Inventory & Condition Report HMRC deductions / NRLB (if applicable) Collect first month rental payment Have Tenants pay Deposit direct to Landlord Arrange Move-In document(s) signing Tenant(s) ready for Landlord to Check-In |
| <p>** NOTE: 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 3: Let Only Service (Tenant Find)

Schedule 4: Commissions, Fees and Charges

Managed Service

| MANAGED SERVICE: SET UP FEE | £500 <small>Exc. VAT</small> | £600 <small>Inc. VAT</small> |
|--|--|--|
| <ul style="list-style-type: none"> Agreeing the market rent Advising on refurbishment Guidance on statutory compliance Advise on non-resident tax status EPC organisation (if required) Creating a brochure and description Photos and floor plan Marketing the property Erecting a For Sale board (if required) Finding applicants Accompanied viewings (as appropriate) | <ul style="list-style-type: none"> Referencing /credit checks Right-To-Rent checks Preparing a Tenancy Agreement Deed of Guarantee (if required) Preparing other Tenancy paperwork Preparing the Inventory & Condition Report Security Deposit registration Utilities / Council transfer Tenant Check-In HMRC Notice of non-resident landlord tax status | |
| MANAGED SERVICE: MONTHLY FEE | 10% <small>Exc. VAT</small> | 12% <small>Inc. VAT</small> |
| <ul style="list-style-type: none"> Collect and remit monthly rent received from a tenant Deducting commission and other works from rents Supply of monthly rent collection statements Holding of keys during the Tenancy Includes 6-monthly routine inspections Arrangement of minor works under £1000 | <ul style="list-style-type: none"> Tenancy Check-Out Deposit dispute adjudications Serving any required legal notices (Section 8/21) Non-resident landlord Tax returns Tenancy Renewal Rent Review Security Deposit dispute adjudication | |
| <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)</p> <p>** NOTE: Unlike many agents our fees include: An inventory report, check-in and check-out services and security deposit management. **</p> <p>All charges are subject to VAT and are subject to change at any time.</p> | | |

| MANAGEMENT SERVICE: AD-HOC FEES & CHARGES | <small>Exc. VAT</small> | <small>Inc. VAT</small> |
|---|-------------------------|-------------------------|
| LANDLORD WITHDRAWAL FEE (BEFORE MOVE-IN): 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 |
| LANDLORD WITHDRAWAL FEE (DURING TENANCY): 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 |
| COURT ATTENDANCE FEE: 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 |
| HOURLY RATE: 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 |
| SOLICITORS FEES: 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 5: Commissions, Fees and Charges

Additional Services 1/2

| ADDITIONAL SERVICES | Exc. VAT | Inc. VAT |
|---|----------|----------|
| <p>(EPC) ENERGY PERFORMANCE CERTIFICATE <i>■ Certificate valid 10 years ■ Required by Law ■ Must be rated E or higher (or Exempt)</i> 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> | £86 | £60 |
| <p>(CP12) GAS SAFETY INSPECTION (GAS - MAINS/NATURAL) <i>■ Certificate Valid 12 Months ■ Required by Law Gas Safety Regs 1998</i> 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>(CP12) GAS SAFETY INSPECTION (LPG) <i>■ Certificate Valid 12 Months ■ Required by Law Gas Safety Regs 1998</i> 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>(CD/12) LANDLORD OIL INSTALLATION CHECK (OIL) <i>■ Start of tenancy ■ Recommended servicing every 12 months</i> Appoint a 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>HETAS CERTIFICATE OF COMPLIANCE (SOLID FUEL) <i>■ Start of tenancy ■ Provide HETAS compliance certificate and any service documentation</i> 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> | £130 | £75 |
| <p>CHIMNEYS <i>■ Start of tenancy ■ Provide Chimney Sweeps Certificate ideally within the last 3 months</i> 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 £65 | |
| <p>SMOKE ALARMS/ CARBON MONOXIDE DETECTORS <i>■ 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</i> 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>LEGIONELLA RISK ASSESSMENT <i>■ Start of tenancy ■ Risk Assessment every 2 years ■ Required by Law ■ Can be carried out by "competent" landlords see HSE website</i> 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: http://www.privatehousinginformation.co.uk/site/files/2318-legionnaires-disease-risk-assessment-guidelines https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm</p> | £60 | £72 |

Chris Hamrind 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.

Additional Services 2/2 continued on next page...

Schedule 5: Commissions, Fees and Charges

Additional Services 2/2

| ADDITIONAL SERVICES | Exc. VAT | Inc. VAT |
|---|----------|----------|
| (EICR) ELECTRICAL INSTALLATION CONDITION REPORT (1-3 Bedrooms) ■ 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. | £180 | £150 |
| (EICR) ELECTRICAL INSTALLATION CONDITION REPORT (4 Bedrooms or more) ■ 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) | £220 | £180 |
| (PAT) PORTABLE APPLIANCE TESTING ■ <i>Start of tenancy</i> ■ Recommended 2-years small appliances, 4 years for large appliances 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 |
| INTERNAL BLINDS & EUROPEAN SAFETY STANDARDS ■ <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 |
| PRIVATE WATER SUPPLY ANALYSIS TEST ■ <i>Start of tenancy</i> If the property has a private water supply, you must have a private water supply water analysis. | POA | |
| PRIVATE DRAINAGE SYSTEM ■ <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 | |
| KEY CUTTING SERVICE: ■ <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 5: Additional Services
 End of Schedule 5: Additional Services
 End of Schedules

Schedule 6: 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 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". 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
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