

Agency agreement

Huntleys

Property address

Correspondence address

	Postcode	

	Postcode	

I/We hereby appoint Huntleys to act as sole agent for the above property and opt for the following service

Tenant-Find Rent collection Full Management

To seek a rent of £ Per calendar month.

The property be advertised as available from

Further Conditions

Full names of all owners

Account to be credited

Account Name	
Account Number	
Sort Code	
Reference	

As the legal owners, we confirm that we;

- have notified our insurance company of our intention to let the property, and will maintain buildings insurance throughout the tenancy,
- will obtain permission from any landlord, managing agent, or mortgage provider to let the property, if the property is subject to a lease or mortgage,
- we have made Huntleys aware of any planning, licencing or environmental issues relating to the property,
- understand Huntleys will hold all client funds in a designated client account subject to UK Client Money Handling Procedures,
- understand the conditions set out here are in addition to the terms detailed on pages 3 & 4 of this Agreement,
- agree that no alterations to these terms and conditions will be accepted unless agreed and confirmed in writing by Huntleys.

Signed (on behalf of all owners)

Print name

Date



Service Levels

	Full Management	Rent Collection	Tenant Find
Full marketing campaign inc Floorplans	×	×	×
Video tours	×	×	×
Prequalification of applicants	×	×	×
Conduct viewings and provide feedback	×	×	×
Negotiate the best deal for you	×	×	×
Provide you with a referencing report	×	×	×
Produce a comprehensive tenancy agreement	×	×	×
Set up a standing order	×	×	×
Secure funds and handover keys	×	×	×
Register the Tenant's deposit	×	×	
Collect and process all rent payments	×	×	
Contact the Tenant regarding any rent arrears	×	×	
Advise on action when a Tenant doesn't pay	×	×	
Produce and email monthly statements	×	×	
Produce annual summaries of account	×	×	
Negotiate any renewal or extension	×	×	
Serve any required notices	×	×	
Produce an Inventory & Condition Report	×		
Record the Council tax and Utility liability	×		
Quarterly property visits	×		
Manage maintenance requests with no mark-up on invoices	×		
Act as the Tenant's point of contact	×		
Manage any statutory safety checks	×		
Conduct a checkout inspection	×		
Negotiate any deposit deductions	×		

OUR FEES AND EXPENSES

If we introduce a prospective Tenant who enters into a Tenancy with you concerning the premises, the fee(s) becomes payable. Our fees are:

Professional residential property

Fully managed: £300 setup fee and 9% of the rent;
Rent collection: £300 setup fee and 6% of the rent;
Tenant-find: £450 setup fee.

Student properties, HMOs, and rooms

Fully managed: £150 setup fee per room and 9% of the rent;
Rent collection: £150 setup fee per room and 6% of the rent;
Tenant-find: £225 setup fee per room.

There are no other fees for the services detailed in this Agreement. We will charge the setup fee for each new Tenancy. Should you ask us to take over either the management or rent collection of an existing Tenancy, no Setup fee will be due. If you terminate this Agreement so that it will end before the end of the first six months of a Tenancy, you will pay us an early termination fee equivalent to that of our Tenant-Find service. We can discharge certain other liabilities relating to the premises from the rental income we receive, providing we hold enough funds. All such expenses are due when incurred. We reserve the right to deduct them from any sum we hold on your behalf. You will keep us fully indemnified against all liabilities, including all penalties and other reasonable fees arising from acting on your behalf, unless they are due to our negligence, fraud, or breach of contract.

SERVICE LEVELS

Huntleys offer three levels of service; Full Management, Rent Collection, and Tenant-Find, as detailed on page two. The following covers our approach, scope of service, and its limitations.

We will conduct a market appraisal of the property to advise you on the expected level of rent. In addition, we will discuss any steps you may need to take to comply with current safety regulations or other legal requirements. However, your responsibility is to ensure that your property is safe and compliant. Certain properties, like Houses in Multiple Occupation (HMO's) or those in certain areas, may require a licence from the local authority. You are responsible for checking the licensing guidelines with the local authority and obtaining any required licences. You agree that Huntleys are the only agent instructed to market and let the property. If you accept an applicant from any other source or agency, the Tenant-Find fee above will become payable by you to us. We will advertise and market the premises as a property for let in any way and through any means that we consider appropriate. You must notify us if you have previously agreed with anyone not to erect an advertising board or if local restrictions prohibit them. You may provide us with keys to facilitate access to the premises to conduct viewings, or we can arrange a mutually convenient time to conduct them while you or the occupant is present. You agree that Huntleys can use Your property photos and details for future marketing.

We will present prospective Tenants' interest to you and provide you with our thoughts on their suitability. Once you have agreed in principle to let the premises to an interested party, we will ask an external referencing agency to check their credit history, employment status and their prior landlords' opinion of them (if applicable). We will not have any liability to you or anyone else concerning the accuracy of any references

obtained unless the liability is due to our negligence. We cannot guarantee a Tenant's suitability, and you must decide whether the Tenant is suitable. We will also check their right to rent in the UK at the start of the Tenancy, and should it be necessary, we will carry out further checks during the Tenancy, where we either collect the rent or manage the property.

We will provide you with our standard Tenancy Agreement, inclusive of our fees. If you require any changes, you must supply these and accept responsibility for their appropriateness. You authorise us to sign, execute and deliver all such Agreements on your behalf.

We must hold a copy of the current Energy Performance (EPC), Electrical (EICR), and Gas Safety Certificates, if applicable, before the Tenant's occupation of the property. If you do not provide us with these, we will arrange them at your expense. Your responsibility is to ensure that the Gas Safety Certificate is renewed every twelve months and the EICR every five years. We will contact you for your instructions and action this for you where we manage the property. For all other service levels, you will need to arrange this yourself.

We require one set of keys for each Tenant and, when managed, an additional set to be retained at the branch. We will have duplicates cut at your expense if you do not provide these.

Whilst we take every care to ensure our inventory & condition reports provide a fair and accurate record of the contents and condition of the property, it is not guaranteed. It is the responsibility of the landlord and the Tenant to review and agree on the accuracy of this report's contents, and we recommend that both parties check it. When we conduct quarterly property visits, a brief condition report will be emailed to you. These property visits do not include supervision of the premises when vacant. Our visits and condition reports are only intended to identify obvious breaches of Tenancy and visual defects. They take an evidence-based approach and rely heavily on photos instead of opinions. They will not involve any further investigation or testing of any kind. We will send you any funds due within two working days of the date they clear, along with a statement each time setting out the amount of rent received and the fees and expenses we'll deduct. We are not liable for any rent arrears. If we collect the rent for you, we will judge the appropriateness of the method and frequency of chasing any arrears. Should we exhaust all such attempts, we may advise you to commence legal proceedings to recover such arrears and enforce your rights concerning letting the property. If a Tenant receives any housing benefit or universal credit, you will compensate us for any repayments we are obliged to make. You will make payment of this within seven days of such a demand.

When managing maintenance requests, we can arrange any repairs, servicing or maintenance of the property that may be required. We will inform you of all such work and ask you for permission to proceed, except in the case of emergencies. If you do not respond within three working days from the date we contacted you, we will use our discretion as to whether to arrange for the work to be done regarding your contractual and statutory obligations. You will pay the cost of all repairs and works, which we can settle on your behalf using the funds we process. We will not be liable for any losses you incur due to our decision not to carry out repairs or works where we do not hold sufficient funds on your behalf or do not receive your instructions promptly. Huntleys will not receive any commission, referral, or administration fees from any contractor. We will not forward to you any mail sent to the premises.

If we receive mail addressed to you, we shall be entitled to destroy it within ten days.

DEPOSITS

Where we collect the rent or manage the property, we will contact you towards the end of the fixed term to determine whether the Tenancy should be renewed and on what terms. We will review the rent level and advise you if an adjustment would be appropriate. We will prepare the documents for renewal and send them to both parties for signature. We will use reasonable efforts to obtain the signed renewal documentation before the start of the Agreement. We will not be liable for any losses resulting from either party failing to return the signed documentation. You must inform us in writing if you want the Tenancy to end; an email will suffice. If you instruct us to serve notice, you must allow three working days for service. Should the Tenant fail to voluntarily leave the premises at the end of the notice period, you must seek possession through the Courts. We are not qualified to give you legal advice and cannot represent you at Court.

For all types of Tenancies, where we collect the rent or manage the property, the deposit will be held per the Housing Act 2004. We shall do so by registering and transferring it to the DPS's Custodial Scheme, administered by the Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808. Whose registered offices are The Pavilions, Bridgwater Road, Bristol BS13 8AE. For full terms, see www.depositprotection.com/custodial-terms-and-conditions. Interest accrued from the deposit will be retained by Huntleys. You will have ten days from the end of the Tenancy to propose deductions from the Tenant's deposit. Should we not receive your instructions by then, we will ask the DPS to return the Tenant's deposit to them in full.

If you agree with your Tenants to hold their deposit, we will transfer it to you to register per the relevant laws. You must ensure that you provide the Tenant with a copy of the certificate. We take no responsibility for a deposit or registration when held by you or an alternative-appointed agent.

TAX

If you reside outside the UK or are absent from the UK for six months or more, you will be deemed a non-resident landlord for tax purposes, and we will be obliged to deduct basic rate tax from any rent collected. The non-resident landlord Scheme is run by HM Revenues & Customs and taxes the rental income of non-resident landlords. As a non-resident landlord, you may apply to the scheme, and, following your successful application, we will receive approval from HMRC to pay your rent without deducting any tax.

Your tax affairs relating to the property are your responsibility. However, we may become liable under current legislation if you default on paying any relevant tax. If it seems that this is likely, we will retain an amount sufficient to meet our estimate of any such tax liability from the rent. In addition, you will indemnify us against all costs, claims, proceedings and legal costs or other expenses arising from any such tax (including any penalties or interest payable) to which we may become liable.

GENERAL

The terms of this Agreement shall be governed by English law. A person not a party to this Agreement shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999. Both you and Huntleys agree to the exclusive jurisdiction of the English courts. This document contains the entire agreement between you and us. You acknowledge that you have not relied on verbal or written representations by us, our employees, or our agents. We reserve the right to alter our terms and conditions or fees by giving no less than three months' written notice. It will be on these terms if you do not sign this document but instruct us to proceed.

Huntleys assumes no responsibility for any loss or damage suffered by you as a result of any delay, failure or overpayment by us concerning the

settlement of your accounts relating to the property or any failure in carrying out any inspection of the property to notice any latent defects or matters concealed from our representatives, or any failure on the part of the Tenant to observe the terms of the tenancy Agreement or comply with any obligation imposed by statute, or any defective workmanship or problems associated with third party contractors instructed to do work on your behalf, or any failure by you to comply with any relevant legislation or other regulations.

Huntleys has a procedure for handling complaints and may need to disclose information to the Property Ombudsman. If you wish to make a complaint, please write to our director using andrew@huntleys.net, who will respond on our behalf. Both you and Huntleys have the right to terminate this Agreement: by giving one month notice in writing, or after the Tenant has vacated the premises, or if the other party breaks any important term of this Agreement which (if capable of remedy) is not remedied within 14 days.

We may terminate this Agreement by notice in writing immediately if your actions make it impossible, impracticable, or illegal to continue providing any of the services set out in this Agreement.

All notices served on us must be sent to Huntleys Estate Agents Limited at 7 Biggin Street, Loughborough, Leicestershire, LE11 1UA. We may give notice to you at either the email or postal address you provide to us, as shown at the beginning of this Agreement. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter.

We are registered with the ICO under the Data Protection Act 1998 and will comply with its obligations. You acknowledge and agree that your name, address, and data may be submitted to a debt collection agency, solicitor, or credit reference agency if fees are not paid, or we wish to make further enquiries concerning the provision of services under this Agreement. We may outsource our services to another organisation, and your data may be transferred to and processed by that organisation to fulfil our services to you.

DEFINITIONS

In this Agreement, the following words mean: "Huntleys", "the agent", "we", "us", "our", the agent instructed by You. Huntleys is the trading name of Huntleys Estate Agents Limited, Company Registration No. 10022616 whose registered office is at 7 Biggin Street, Loughborough, Leicestershire, LE11 1UA; "You", "the landlord" the person(s) named overleaf and any successors in title, being the owner(s) of the property; "the property" the property referred to overleaf, or any other you instruct us to handle, or any part of it including any contents, but excluding any common or excluded parts; "Tenant" any Tenant or Tenants occupying the property; "Tenancy" is the Tenancy granted to the Tenant, including any extension or statutory periodic Tenancy to which the Tenant is in occupation; "Rent" any payment made by the Tenant under the Tenancy for the use of the property.

CANCELLATION FORM

You may use this form if you want to, but you do not have to.

ONLY COMPLETE IF YOU WISH TO CANCEL THE CONTRACT	
To Huntleys Estate Agents Limited I now give notice that I wish to cancel this contract.	
Name	
Date	
Signed	