



# Service Levels

	Full Management	Rent Collection	Tenant Find
Full marketing campaign inc Floorplans	✓	✓	✓
Prequalification of applicants	✓	✓	✓
Conduct viewing and provide feedback	✓	✓	✓
Negotiate the best price for you	✓	✓	✓
Provide you with a quality 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	✓	✓	
Notify you when a tenant doesn't pay	✓	✓	
Produce and email monthly statements	✓	✓	
Produce annual summaries of account	✓	✓	
Negotiate any renewal or extention	✓	✓	
Serve any required notices	✓	✓	
Inventory & Condition Report	✓		
Record the Council tax and Utilities 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 agreement with you in relation to the premises, the fee(s) become payable by you to us. 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. The setup fee will be charged for every 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 the agreement will end before the end of the first 6 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 rental income that we receive providing we hold enough funds. All such expenses are due when incurred and we reserve the right to withhold any part of the rent to meet these costs and or to deduct them from any sum held by us on your behalf. You will keep us fully indemnified against all liabilities, costs, expenses, damages and losses including all penalties and legal and other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with 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 in the matrix on the reverse. The following covers our approach, scope of service, and its limitations.

We will carry out a market appraisal of the property to advise you on the expected level of rent. We will discuss any steps you may need to take to comply with current safety regulations or other legal requirements, however it is your responsibility to ensure that your property is safe and compliant. Certain properties, like houses in multiple occupation, require a licence from the local authority. It is your responsibility to check the licensing guidelines with the local authority and obtain any licences required.

You agree that Huntleys are the only agent instructed to market and let the property. 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 either provide us with keys to facilitate access to the premises to conduct viewings, or we can arrange a mutually convenient time to conduct a viewing while you or the occupant is present. You agree that Huntleys can use Your property photos and details for future marketing.

We will present any 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 in relation to the accuracy of any references obtain, unless the liability is due to our negligence. We are unable to guarantee suitability of a tenant 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.

If there is a gas supply at the property, we must hold a copy of a current Gas Safety Certificate prior to the tenant's occupation of the property. If you do not provide Us with one, we will arrange for this to be carried out at your expense. It is your responsibility to ensure that the Gas Safety Certificate is renewed every 12 months. Where we manage the property, we will contact you for your instructions and action this for you if needed.

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 these are not provided by You.

Whilst every care is taken to ensure our inventory & condition report provides 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 the accuracy of this reports contents and it is recommended that both parties check it.

We will send you any funds due within two working days of the date on which they clear, along with a statement each time setting out the amount of rent received and the fees and expenses to be deducted from that amount. We are not liable for any rent arrears. If we are collecting the rent for you, we will use our judgement as to 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 or enforce your rights in relation to the letting of the property. If a tenant receives any housing benefit or universal credit, you will compensate us for any repayments, that we are obliged to make. You will make payment of this within seven days of such a demand.

When we conduct a quarterly property visit, a report on its condition will be sent to you. This does not include supervision of the premises when vacant. Our visits and report are only intended to identify obvious breaches of tenancy and visual defects. They will not involve any further investigation or testing of any kind.

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 on which we contacted you, we will use our discretion as to whether to arrange for the work to be done having regard to your contractual and statutory obligations. You will pay the cost of all repairs and works for which we can settle on your behalf using the funds we process for you. We will not be liable for any losses that you incur as a result of, or in connection with, our decision not to carry out repairs or works where we do not hold sufficient funds on your behalf to cover the likely cost of the repairs or works; or where we do not receive your instructions in a timely fashion. Huntleys will not receive any commission, referral, or administration fees from any contractor.

We will not forward to you any mail which is sent to the premises. If we receive mail addressed to you, we shall be entitled to destroy it within 10 days of receiving it.

Where we collect the rent or manage the property, we will contact you towards the end of the fixed term to find out 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 prior to 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.

## **DEPOSITS**

For all types of Tenancies, where we collect the rent or manage the property, the deposit will be held in accordance with the Housing Act 2004. We shall do so by registering and transferring it to the DPS's Custodial Scheme, which is administered by the Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE. Interest accrued from the deposit, if any, will be retained by Huntleys. The DPS's full terms can be viewed at:

[www.depositprotection.com/custodial-terms-and-conditions](http://www.depositprotection.com/custodial-terms-and-conditions)

If you agree with your Tenants to hold the deposit yourself, we will transfer it to you to register in accordance with the law. You must ensure that the Tenant is provided with a copy of the certificate. We take no responsibility for a deposit being registered when held by the landlord or an alternative appointed agent.

## **TAX**

If you reside outside the UK, or if you are absent from the UK for a period of six months or more you are deemed for tax purposes to be a non-resident landlord 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 own responsibility. However, under current legislation, we will become liable if you default in the payment of any relevant tax. Where it seems to us that this is likely, we will retain an amount sufficient to meet our estimate of any such tax liability from the rent, and you will indemnify us and keep us indemnified against all costs, claims, proceedings and legal costs or other expenses arising out of, or in connection with any such tax (including any penalties or interest payable on it) to which we may become liable.

## **GENERAL**

The terms of this Agreement shall be governed by English law. A person who is not 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 we agree to the exclusive jurisdiction of the English courts. This Agreement contains the entire agreement between you and us and you acknowledge that you have not relied on any verbal or written representations made by us or our employees or agents.

We reserve the right to alter our terms and conditions or fees by giving no less than three month's written notice. Should you not sign this document but instruct us to proceed it will be considered accepted you will be bound by all its terms.

Huntleys will at all times endeavour to provide the best service possible but accepts no responsibility for any loss or damage suffered by you as a result of: any delay, failure or overpayment by us in relation to 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 all relevant legislation, safety or other regulations.

Huntleys has a procedure for handling complaints and may need to disclose information to the property to the Property Ombudsman. If you wish to make a complaint, please write to our Director using [andrew@huntleys.net](mailto:andrew@huntleys.net) for a response on behalf of the Company. Both you, and we, have the right to terminate this Agreement: by giving one month's 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 sent by you to 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 e-mail 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 e-mail is sent or 3 days after the date of posting of any letter.

We are registered under the Data Protection Act 1998 and will comply with our obligations under it. You acknowledge and agree that your name, address and payment record 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 in connection with the provision of services under this Agreement. We may also outsource some of our services to another organisation and your personal 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 hereby 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" 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 pursuant to the tenancy and for use of the property.