

Business Terms and Conditions for Letting Agency and Landlord (Letting & Property Management)

How to Complete this Document

Before Instructing Hull2let please be sure to read and fully understand the fees involved and the terms in which Hull2let will act on your behalf. This information can be found in “Lettings Terms of Business and Business” and “Services and Fees” .These are terms and conditions for use by Whittle Properties limited T/A Hull2let to regulate its relationship with the principal / Landlord (i.e. the individual who owns the property which is being let).

The agreement sets out the steps which the agency, Hull2let will take to find tenants, the remuneration which will be due, what aspects of property and tenancy management the letting agency will be responsible for, and the responsibilities and rights of the principal and the agent.

Both the agent and the principal should sign the agreement on each page and they should each retain a copy.

Make sure to fill in all blanks.

Please REVIEW THE FEES BELOW FIRST

Services and Fees

Hull2let offers multiple different levels of service to our letting clients. The fees charged for these levels of service are set out in the table below.

Please be aware that all our fees shown on this document – whether they are displayed as a percentage of the rental value or as a single figure – as are inclusive of VAT.

What is included in each level of service is included in the terms of business.

	Management Fee	Service required on management	Set Up Fees	Service Required on Set up
Fully Managed Service	8% plus Vat – More than one property managed by Hull2let 10% Plus Vat – One property only managed by Hull2let		Tenant Finder Fee £330 plus Vat	
Deposit Submission/ deduction and dispute works	Included Free Managed Let Only Service - £40 plus Vat			Agent = Landlord =
Let Only Service			Tenant Finder Fee £330 plus Vat	
HMO	13% Plus Vat		Tenant Finder Fee per Room £150 plus VAT	
Void Period Property Management and works project management.	10% Plus Vat of the project contractor invoices			
Third Party Fees	"Third Party Fees " are charged by the contractors and subject to change from time to time. The agent will provide an estimate of costs and charges.			Other works will be priced as required by Agent for landlord.
Gas Certificates	£60.00			
Electrical inspection Report	Quoted individually as depends on house size			

Hull2let – Whittle Properties Ltd
Lettings Agency Terms and Conditions of Business
(Lettings with Additional Property & Tenancy Management Service)

THIS AGREEMENT IS MADE ON THE _____
(Date)

BETWEEN

"The Principal" _____
(Name and address of person who owns the property which will be let)

AND

"The Agent" Whittle Properties Ltd T/A Hull2let, Office 37, K3 Business Park, 200 Clough Road,
Company Number 6111284 HU5 1SN
(Name and address of the letting agent)

CONCERNING

"The Property" _____
(Address of the property to be let)
Service Chosen Out lined HERE

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation

- 1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage; and vice versa.
- 1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

2. Relationship Between the Parties & Term of Agreement

- 2.1. The Principal appoints the Agent as an agent for the purpose of actively marketing a lease of the Property to potential tenants and of managing that Property.
- 2.2. The Principal authorises the Agent to sign any tenancy agreement under which a lease of the Property is granted on behalf of the Principal wherever he is unable to sign this himself, and to bind the Principal to this agreement. The Agent will not sign a tenancy agreement except on the Principal's express instruction.
- 2.3. No term of this agreement or course of dealings between the parties shall operate to make the Agent an employee or agent of the Principal.
- 2.2. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. The Principal's Warranties as to Title and Consents Etc.

- 3.1. The Principal warrants and guarantees that:
 - a) He is the owner of the freehold interests in the Property or that if he is himself a tenant then

all of the following conditions are met:

- i. The Principal's lease permits him to sub-let the property.
 - ii. The unexpired term on the Principal's lease is greater than the term of the sub-lease which he himself intends to grant.
 - iii. The Principal has obtained his landlord's written permission to sub-let the property.
 - b) Where the Property is subject to a mortgage, the Principal has at the time of entering into this agreement obtained the written consent of the mortgagee.
 - c) He has obtained appropriate and adequate buildings and contents insurance and that his policy covers lettings, copy provided to Hull2let.
 - d) Any furniture supplied with the property conforms to the *Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993*.
 - e) Any and all electrical equipment or gas installations have been recently serviced and an applicable safety certificate has been issued.
 - f) To Provide 10 Year Smoke Alarms – Lithium battery all encased fitted one per floor level.
 - g) To Provide CO detector Per Gas appliance or per solid fuel appliance.
- 3.2. The Principal shall indemnify the Agent in respect of any loss or damage, direct or indirect and howsoever caused, which arises from a breach of any of these warranties by the Principal.

4. Lettings Services Provided by the Agent

- 4.1. The Agent agrees to undertake the following services for the Principal in respect of letting the Property:
- a) To undertake a Free market appraisal of the Property in order to determine a recommended rent.
 - b) To prepare marketing materials for publication at the Agent's premises, on the Agent's website, and via the local press (at the discretion of the Agent) Free
 - c) To field enquiries from potential tenants and arrange and conduct viewings of the Property.
 - d) To negotiate with potential tenants regarding the terms of the tenancy agreement (albeit that the Agent will only provide a tenancy agreement if the terms fall in line with his standard form agreement and where any specialist or custom terms are agreed, it shall be the responsibility of the Principal to bear the cost of drafting the agreement).
 - e) To take up references and Right to Rent Checks for prospective tenants albeit that the Agent will not bear the burden of any charges for company investigations, nor shall the Agent provide any warranty as to the suitability of a tenant.
 - f) To collect any dilapidation or rent deposits which are required and to hold these as stakeholder.
 - g) To notify utility companies and the relevant local authority of the commencement of the tenancy. Via Tenant Shop and GDPR policy Followed.

5. Property & Tenancy Management Services Provided by the Agent

- 5.1. The Agent agrees to undertake the following services for the Principal in respect of managing the Property or the occupation of the Property under any let arranged:
- a) To demand and collect rent from the tenants on behalf of the Principal and to forward that rent to the Principal and provide regular rent statements.
 - b) Where the Principal specifically requests and authorises separately in writing, and where this is agreeable to the Agent, to pay on behalf of the Principal any current outgoings such as

council tax, insurance premiums or service or management charges. The Agent shall be entitled to deduct the cost of these outgoings from any rent collected before forwarding that rent to the Principal and shall account to the Principal regularly in respect of these outgoings.

- c) To investigate (on a non-expert basis) any defects which are clearly brought to the Agent's attention by the tenants.
- d) To inspect the Property as required by the Principal subject or every to payment of a fee of £40.00Plus Vat per inspection, although the Agent's inspection shall extend only to an investigation of the state and manner in which the tenants keep the Property and any obvious and apparent defects. The Agent accepts no responsibility for any structural, latent or hidden defects.
- e) To inspect the property every 3, 6 months as part of the management plan is FREE. Under the terms as point 6D. To Provide 360 Inventory images as part of this service cost £30 plus VAT for unlimited images at the time of inspection.
- f) To arrange for the Property to be professionally cleaned between tenants where required (albeit that the cost of such will be deducted from the dilapidation deposit provided by the outgoing tenants or shall be charged to the Principal).
- g) To commission and arrange on behalf of the Principal emergency repairs to the Property up to a maximum of £150.00Plus Vat in an emergency, in respect of any one item, defect or problem. To provide quotes for non emergency works for the Principle to agree before commencement.
- h) Wherever practical, to arrange for quotes and estimates to be submitted to the Principal for approval in respect of any work, repair, redecoration or refurbishment which is likely to cost more than the figure mentioned in 5.1.f. Minor works repairs under general tenancy wear and tear. In these circumstances the agent fee is free and included in the management fee. For larger works and repairs. In these circumstances the Agent shall also charge to the Principal a supervision fee equal to 10 % of the cost of refurbishment, repair or work. This may be full redecoration, fitting of new UPVC windows, turn around property for Relet or preparation before Let works.

- 5.2. The Agent shall continue to carry out management duties under this section (and shall continue to be entitled to his additional commission in respect of these duties as set out in 6.7 below) until these services are terminated in accordance with this agreement.
- 5.3. The Agent shall not be liable to supervise the property during any period when it is not let or when the Principal is in the process of finding a tenant, although periodic visits may be made by the Agent. The Agent will inspect the property as required by the Principal subject to payment of a fee set out in payments and commissions section 9/10 per inspection, although the Agent's inspection shall extend only to an investigation of the obvious and apparent state of the property and any defects. The Agent accepts no responsibility for any structural, latent or hidden defects or security issues.

6. Payments and Commissions

- 6.1. On finding a potential tenant who is accepted by the Principal or whom the Principal has given the Agent authority to accept on his behalf, and assuming that the prospective tenant enters into a tenancy agreement, the Agent shall be entitled to a commission.
- 6.2. The commission payable to the Agent in respect of arranging the tenancy on a tenant finder Basis shall be £300.00 plus VAT
- 6.3. The Agent's commission in respect of arranging the tenancy shall be payable in full at the commencement of the tenancy and the Agent shall be entitled to receive the entirety of the first month's rent towards his commission in order to secure payment of this albeit that:
 - a) where the first month's rent is greater in value than the Agent's commission the Agent shall

account to the Principal in respect of the remainder.

- b) where the first month's rent is less than the value of the Agent's commission the Agent shall invoice the Principal in respect of the shortfall.
- 6.4. Wherever a tenant who was introduced to the property by the Agent agrees to renew or extend the tenancy (whether on a fixed or rolling basis and whether or not this extension or renewal was negotiated by the Agent) the Agent shall be entitled to a commission of **£35.00 plus VAT renewal**. Free is Rolling AST due to be paid in the period of the extension or renewal.
- 6.5. The Agent's commission in respect of an extension or renewal of tenancy shall be due at the commencement of that extension or renewal period.
- 6.6. Wherever a tenant who has been introduced to the property by the Agent (regardless of were the Principal has retained the Agent's services in the meantime) purchases the Property, the Agent shall be entitled to a commission of **£500.00 fixed FEE PLUS VAT** of the purchase price of the Property. This commission shall be due upon legal completion.
- 6.7. For as long as the Agent continues to provide property or tenancy management services to the Principal he shall be entitled to an additional commission of between 8 – 13% percent plus VAT of the total rent due to be paid during the period in which the Agent provides these management services. This commission shall be due for payment on a monthly basis for as long as the management services are provided.
- 6.8. Failure to settle any payments due to the Agent within the agreed time frames shall entitle the Agent to claim, in addition to the sums due, interest on those sums at a rate of 2% percentage points per annum above the Bank of England base rate.

7. Cancellation and Direct Dealing

- 7.1. Where the Agent informs the Principal that he has located a prospective tenant who is willing to enter into a tenancy agreement and the Principal agrees to the Agent taking up references, and the Principal subsequently decides to cancel the Agent's services or engage another agency or let the Property directly, the Agent shall be entitled to a fee of £100.00 withdrawal.
- 7.2. Where the Agent informs the Principal of the name of an interested party and that party subsequently enters into a lease of the property directly with the Principal, the Agent shall be entitled to a fee of £200.00 for the initial fixed period.

8. Termination

- 8.1. Where this agreement is terminated the Agent shall cease to carry out any further property and tenancy management duties and shall not be entitled to further commissions in respect of these management duties as set out in section 6.7 of this agreement. However, notwithstanding the above, termination shall have no effect on the basic commission to which the Agent is entitled in respect of introducing a tenant to the Property or any extension of that tenancy or purchase of the Property by the tenant and the Agent shall continue to be entitled to receive that basic commission for as long as the tenant remains in the Property in accordance with sections 6.1 or 6.2 or 6.4 or 6.6.
- 8.2. This agreement may be terminated by either party upon 30 days' written notice served on the other at his address as set out at the head of this agreement by personal service, registered post or first class post. Notice sent by post shall be effective 48 hours after sending. Email acceptable.
- 8.3. Without prejudice to the above, this agreement may be terminated immediately where any of the following circumstances arise:
 - a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Principal to make payment within agreed timescales)

and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified 30 days after such notice.

- b) The Agent commits any act of fraud or theft against the Principal.
 - c) Either party becomes insolvent or enters into a CVA or IVA or ceases to trade.
- 8.4. Upon termination of this agreement, outstanding payments in respect of service provided by the Agent shall become immediately due for payment.

9. Statutory Requirements

- 9.1. The *Landlord and Tenant Act 1987* requires the Agent to include on all rent demands served on the Principal's behalf the Principal's full name and address in England and Wales at which notices and proceedings may be served on him. If the Principal resides outside England and Wales, and unless otherwise instructed, the Agent shall give his registered office or principal place of business as the address for service. The Agent will endeavour to forward any notices or proceedings to the Principal promptly; he cannot accept any responsibility for loss or damage caused either directly or indirectly as a result of this.
- 9.2. Where the Principal resides abroad, HM Revenue and Customs will hold the Agent responsible for payment of the Principal's tax liability in respect of rents received on the Property. It is the responsibility of the Principal to obtain any necessary exemptions, and failing this the Principal authorises the Agent to deduct income tax at the prevailing rate from any gross rent received and to pay this to HM Revenue and Customs as directed. The Principal shall indemnify the Agent in respect of any administrative expenses which he incurs in doing this.

10. Disclaimers and Exclusions

- 10.1. The Agent shall not be responsible in any circumstances to the Principal or any third party for any indirect or consequential or inconsequential or economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.
- 10.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Agent's liability for death or personal injury.

11. Indemnity

The Principal shall indemnify the Agent against any loss or damage which results from the Principal's breach of this agreement or failure to abide by any of its terms.

12. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery, or shortage of raw materials or supplies.

13. Warranty of Contractual Capacity

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

14. Whole Agreement, Governing Law and Severability

- 14.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any

modification to this agreement must be made in writing and signed by both parties.

- 14.2. This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 14.3. All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
- 14.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.
- 14.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the *Contracts (rights of Third Parties) Act*.

15 . THE TENANCY DEPOSIT

15.1. In accordance with the Housing Act 2004, the tenancy deposit of any Assured Shorthold Tenancy (non-Assured Shorthold Tenancies are excluded) must be protected by an approved, recognised scheme. If the landlord is registering the deposit they must act in accordance with the Housing Act of 2004.

15.2. The Agent is registered with a deposit protection scheme, The Deposit Protection Scheme Agent Number - which is administered by: Joanne Whittle

15.3. This is a custodial scheme . This means that the tenancy deposit will be held by the Deposit Protection Scheme in full until the Landlord and the tenant(s) agree how the deposit is to be apportioned, or until any dispute between the Landlord and the tenant(s) has been resolved. In the event that a dispute is referred to the scheme adjudicators the deposit sum will be transferred to scheme in accordance with their terms and conditions.

15.4. The Agent is a member of the Deposit Protection Scheme (“DPS ”). 15.4.1. The DPS operates by requiring the tenant(s) to pay a deposit of upto 5 weeks rent to the agent . Once the tenancy comes to an end the DPS will pay up to a certain amount for any damages agreed or disputed. 15.4.2. The DPS terms and conditions are enclosed with this Agreement which will set out the maximum amount payable under the DPS. 15.4.3. The Landlord must confirm if they wish to use the Hull2let DPS before the start of the tenancy. 15.4.4. The Landlord is responsible for making a claim with the DPS at the end of the tenancy, though the Agent will endeavour to provide the helpful for such a claim information.

IN WITNESS OF WHICH the parties have caused this agreement to be executed on the day and date first before mentioned.

On behalf of the Agent

(Sign)

(Print Name)

(Position if signing on behalf of a company)

(Date)

On behalf of the Principal

(Sign)

(Print Name)

(Position if signing on behalf of a company)

(Date)