



# HIGHCASTLE ESTATES

RESIDENTIAL LETTINGS  
TERMS OF BUSINESS

[www.hceuk.com](http://www.hceuk.com)

### Landlord Details

If the property is jointly owned, we require the names of all the owners. If the property is owned by a company, we require the full name of the company, the company registration number and registered office address. This must be signed by an authorised signatory.

<u>Landlord Name(s)</u>	
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### Landlord's Correspondence Address

Landlords who wish to manage their properties themselves must provide details of a UK emergency contact to the Tenants

Address	
Postcode	
Telephone Number	
Emergency Telephone	
Email	

### Landlord Bank Details

Account Name	
Sort Code	
Account number	

Do you reside overseas?    Yes    No

Property Address	
Postcode	

Is there parking?            Yes    No  
Is the property furnished?    Yes    No    Either

### Our fees

Bronze Service	Let Only	8% + VAT (9.6% inc VAT)
Silver Service	Let Only and Rent Collection	10% + VAT (12% inc VAT)
Gold Service	Fully managed	12% + VAT (14.4% inc VAT)
Platinum Service	Fully managed plus rent guaranteed	15% + VAT (18% inc VAT)

### Renewals fees

Bronze Service	Let Only	7% + VAT (8.4% inc VAT)
Silver Service	Let Only and Rent Collection	9% + VAT (10.8% inc VAT)
Gold Service	Fully managed	12% + VAT (14.4% inc VAT)
Platinum Service	Fully managed plus rent guaranteed	15% + VAT (18% inc VAT)

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING**

I/We confirm the terms and conditions of this agreement have been read and understood. I/We acknowledge the fee structure detailed below and accept that a renewal fee will be due if the tenancy extends beyond the initial term. I/We hereby request you to begin to market this property for rental and all other services set out in the agreement. I/We accept to be bound by the contents of the terms and conditions.

- 1.0 **Lettings Service**
- 1.1 **Initial Commission**
- 1.1.1 In the event that Highcastle Estates introduces a Tenant who enters into an agreement to rent the Landlord's property, commission becomes payable to Highcastle Estates.
- 1.1.2 The initial commission fee is payable on the commencement of the tenancy agreement between the Tenant and the Landlord. For your convenience, should you select the Silver, Gold or Platinum service. We agree to accept payment in equal monthly amounts throughout the duration of the occupation of each Tenant.
- 1.1.3 The initial commission fee is charged as a percentage of the total rental value of the agreed terms as specified in the tenancy agreement.
- 1.1.4 The initial commission fee is payable for any Tenant introduced to the property by Highcastle Estates, whether or not the tenancy is finalised by Highcastle Estates.
- 1.2 **Renewal Commission**
- 1.2.1 Highcastle Estates will endeavour to contact both the Landlord and the Tenant before the end of the initial agreement to negotiate an extension of the tenancy, if required.
- 1.2.2 In the event that the Tenant renews, extends, continues and/or enters into a new tenancy agreement with the Landlord, for which rental income is received, renewal commission becomes payable to Highcastle Estates, whether or not the Landlord decides to cancel or terminate this agreement.
- 1.2.3 The renewal commission fee is payable on the commencement of the renewal between the Tenant and the Landlord. For your convenience, should you select the Silver, Gold or Platinum service. We agree to accept payment in equal monthly amounts throughout the duration of each Tenants occupation.
- 1.2.4 The Renewal Commission fee is charged as a percentage of the total rental value of the agreed term of the renewal, extension, continuation and/or new tenancy agreement.
- 1.2.5 The scale of Renewal Commission fees charged is set out above.
- 1.2.6 Renewal Commission will be due in respect of renewal, extension, continuation and/or new tenancy agreement where the original Tenant or a person connected with the Tenant remains in occupation. Where there is more than one Tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.
- 1.2.7 Renewal Commission will be due whether or not the renewal, extension, continuation or new tenancy agreement is negotiated by Highcastle Estates.
- 1.2.8 Fees are payable on any rent recovered during or after the tenancy from the Tenant or the deposit. The Landlord agrees recover rent before any other damages or expenses from the deposit.
- 1.3 **Payment of Commission**
- 1.3.1 Where the Landlord selects the Bronze Service, the lettings commission must be paid by the Landlord before the start date of the tenancy. If the fee exceeds the first rental payment, the Landlord agrees to settle the balance prior to the tenancy start date.
- 1.3.2 Where the Landlord selects the Silver, Gold or Platinum Service, Highcastle Estates will deduct the commission monthly in advance from the first rental payment and all further rental payments.
- 1.4 **Refund of Commission**
- 1.4.1 Where the Tenant terminates the tenancy agreement early without the Landlord's consent for any reason except for the Landlord breaching the terms and conditions of the tenancy agreement, a refund will be granted for the remainder of the tenancy period.
- 1.4.2 Where the Tenant is evicted through serving the appropriate legal notices due breaching the tenancy agreement, a refund will be granted for the remainder of the tenancy period.
- 1.4.3 Where the Landlord or Tenant exercise a break clause as set out in the tenancy agreement, a refund will be granted for the remainder of the tenancy period.
- 1.4.4 If the Landlord terminates or agrees with the Tenant to terminate the tenancy agreement for any other reason prior to the end of the tenancy term, a refund will not be granted for the remainder of the tenancy period.
- 1.4.5 The refund of commission will be calculated on a pro rata basis. If applicable, the Landlord will receive a commission refund equivalent to the period from the tenancy start date to the date the Tenant vacated the property.
- 1.4.6 Where the Tenant is in rent arrears upon vacating the property, a refund will be calculated from the date the rent was paid up to.
- 1.4.7 A refund is only payable if the Landlord has selected the Silver, Gold or Platinum Service.
- 1.4.8 If the Tenant vacates the property early without the consent of the Landlord or if the Tenant is evicted due to a tenancy breach, therefore a commission fee refund will be granted to the Landlord, the Landlord agrees to assist and allow Highcastle Estates to recover the refund of fees from the remaining Tenant's deposit after rent arrears and other deductions have been made. If there is still a remaining balance of commission fee refund to be recovered, the Landlord agrees to assist us in recovering these fees from the Tenant, at the cost of Highcastle Estates.
- 1.5 **Tenancy Agreement**
- 1.5.1 You will need a comprehensive Tenancy Agreement setting out the rights and responsibilities of the Landlord and the Tenant. Our tenancy agreements have been thoroughly checked by solicitors who are specialists in this field. The cost of the tenancy agreement will be payable by the Landlord.
- 1.5.2 If the Tenant is an individual, an Assured Tenancy Shorthold Agreement will be provided as long as the rent payable is less than £100,000pa. If the rent payable exceeds this amount, then a Common Law Tenancy Agreement will be provided.
- 1.5.3 If the Tenant is a Company registered in the UK and Wales, we will provide a company lease agreement. Our tenancy agreements have been thoroughly checked by solicitors who are experts in this field. The cost of the tenancy agreement will be payable by the Landlord
- 1.5.4 Should the Landlord prefer to use their solicitor to draft the tenancy agreement, this should be supplied to us at least 2 weeks before the tenancy is due to commence. If we do not receive this tenancy agreement, the Landlord agrees for Highcastle Estates to provide the tenancy agreement at the expense of the Landlord.
- 1.6 **Right to Rent**
- 1.6.1 The Landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK. The Landlord must be satisfied of the valid leave to remain in the UK of all adult occupants before the commencement of the tenancy agreement, upon renewal and if applicable, before the expiry of the relevant occupiers leave in the UK.
- 1.6.2 The Landlord must maintain a record of all documents and relevant expiry dates. If there is any occupant without valid leave to remain in the UK, this must be reported to the Home Office promptly. The Landlord must update Highcastle Estates of any Home Office reports.
- 1.7 **Identity Checks & Referencing**
- 1.7.1 Highcastle Estates will carry out an identity check on the Tenant before proceeding with the tenancy on your behalf. The Landlord must be satisfied of the identity check.

- Highcastle Estates are not responsible for the accuracy of the identity check.
- 1.7.2 Upon written request and at an additional cost per applicant, Highcastle Estates will provide a full and comprehensive reference check using an independent referencing agency who will, wherever possible, perform a credit check, obtain a financial and/or employment reference and a previous Landlord reference.
- 1.7.3 Various tenancy related insurances can be offered by the referencing company and these are available upon request.
- 1.8 Inventory & Check In**
- 1.8.1 Where instructed, Highcastle Estates will arrange for an independent contractor to draw up an inventory of your property's fixtures, fittings, contents and compile a check in report at the start of each tenancy. The cost of the inventory check in report will be the responsibility of the Landlord.
- 1.8.2 Highcastle Estates does not accept liability for any losses resulting in errors within any inventory check in report produced by a third-party company
- 1.8.3 Where the Landlord instructs Highcastle Estates to arrange for the inventory, we will send a copy of the report to the Landlord.
- 1.9 Check Out**
- 1.9.1 Where instructed, we will arrange for the Tenant to be checked out against the initial inventory report at the end of the tenancy. The report will be sent to the Landlord.
- 1.9.2 The cost of the check out will be the responsibility of the Tenant unless specified in the tenancy agreement.
- 1.10 Deposit**
- 1.10.1 The deposit will be held in accordance with the terms of the tenancy agreement.
- 1.10.2 Under the terms of the tenancy agreement, Highcastle Estates will hold the deposit in accordance to Housing Act 2004. The deposit will be registered with a deposit protection scheme. Under this scheme, undisputed deposits must be returned to the Tenant within ten days of the termination of the agreement.
- 1.10.3 The cost to protect the deposit will be the responsibility of the Landlord. The cost will be £30+VAT (£36 inc VAT).
- 1.10.4 Highcastle Estates will take no responsibility for the failure of the deposit being registered where held by the Landlord or another appointed agent.
- 1.10.5 Highcastle Estates will take no responsibility for the deposit being registered correctly whilst in the Landlord's possession nor do we take any responsibility in returning any funds to the Tenant. It is the Landlord's responsibility to ensure that the deposit is returned in accordance with the clauses set out in the tenancy agreement.
- 1.10.6 Where the Landlord holds the deposit, you warrant that you will protect the deposit with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised deposit protection scheme and protecting the deposit. You also agree that you will fully indemnify Highcastle Estates against any claims by the Tenant howsoever arising, as a result of you holding the deposit. You will be required to provide proof of your membership of an authorised deposit protection scheme.
- 1.11 Collection of Rent**
- 1.11.1 Highcastle Estates will collect rent in accordance to the terms of the tenancy agreement.
- 1.11.2 Where Highcastle Estates collect the rent, if the rent has not been paid within five days, we will notify the Landlord and will attempt to obtain payment from the Tenant by telephone calls, written notices and property visits.
- 1.11.3 The Landlord may instruct Highcastle Estates to stop collecting rent by giving one month notice in writing. Should this occur, all remaining fees will be payable by the Landlord to Highcastle Estates for the remainder of the tenancy period.
- 1.11.4 Highcastle Estates will take no responsibility for the failure of the Tenant to pay the contractual rent agreed.
- 1.12 Transfer of Funds to Landlord**
- 1.12.1 Once the tenancy has commenced and we are in receipt of cleared funds, we aim to transfer any funds due to the Landlord within three working days.
- 1.12.2 Highcastle Estates are not responsible for any bank charges in relation to the transfer. Any costs related to the transfer incurred to us will be passed onto the Landlord
- 1.13 Utilities**
- 1.13.1 The Tenant will be instructed to notify the electricity, gas, water, telecommunication companies for a credit agreement and supply contract. You will need to provide these organisations with your correspondence address and meter readings at the commencement of the tenancy to ensure there are no discrepancies with utility bills.
- 1.13.2 The Tenant will be further instructed to notify the local authority to set up a council tax agreement from the commencement of the tenancy.
- 1.13.3 Highcastle Estates will not be responsible for any errors made in transferring or cancelling utilities.
- 1.14 Instruction of Agent**
- 1.14.1 We will visit the premises to inspect them and provide you with a rental valuation which will be our estimation using the current rental value in the surrounding market.
- 1.14.2 You must ensure that the premises are fit to be let. Appliances within the property should comply with the safety regulations detailed in this document.
- 1.14.3 All machines, gas appliances and electrical goods should be in full working order. These should have been recently serviced, checked for safety and have clear instructions for use. The property should be thoroughly cleaned. The responsibility to comply with these legal obligations lies with the Landlord. By signing this agreement, you authorise Highcastle Estates to undergo any third party works on the Landlord's behalf to comply with these responsibilities. The cost of these works will be payable by the Landlord.
- 1.14.4 You instruct us to act on your behalf as your agent by signing this document. You give us full authority to sign the tenancy agreement and exchange contracts on your behalf.
- 1.15 Documents**
- 1.15.1 We may ask you or prospective Tenants to sign documents electronically. Contracts which are signed electronically are binding and admissible in evidence.
- 1.15.2 If any documents are signed electronically and you require a hard copy, these are available on request. This service is only available for Landlords with a mainland UK correspondence address.
- 1.15.3 If you require a hard copy of any documents and your correspondence address is outside mainland UK, we can arrange for the documents to be posted to the Landlord. This will be at the cost of the Landlord.
- 1.16 The Gas Safety (Installations and Use) Regulations 1998**
- 1.16.1 Under the above regulation, it is the responsibility of the Landlord to ensure all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- 1.16.2 If Highcastle Estates are not provided with a valid certificate prior to the commencement of the tenancy or 14 days before the expiry of a valid certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations. If any remedial works are necessary, we will instruct the Gas Safe registered engineer to carry out these works. Any costs incurred will be payable by the Landlord.

- 1.17 The Electrical Equipment (Safety) Regulations 1994
- 1.17.1 Under the above regulation, it is the responsibility of the Landlord to ensure all electrical installations and all appliances are maintained in good order and checked for safety regularly by an appropriate registered engineer.
- 1.17.2 If Highcastle Estates are not provided with a valid certificate prior to the commencement of the tenancy or 14 days before the expiry of the valid certificate, we reserve the right to appoint an appropriate registered engineer to inspect all relevant installations and appliances. If any remedial works are necessary, we will instruct the appropriate registered engineer to carry out these works. Any costs incurred will be payable by the Landlord.
- 1.18 Energy Performance Certificate (EPC)
- 1.18.1 The full EPC must be available to any prospective Tenant at the earliest opportunity. This would be free of charge. Highcastle Estates can arrange for a registered contractor to produce an EPC. Any costs incurred, will be payable by the Landlord.
- 1.18.2 The EPC rating must be a minimum of E for the property to be rented out in the private rented sector.
- 1.18.3 If any remedial works are necessary to improve the EPC rating to ensure the property is fit to be rented, we will instruct the appropriate registered engineer to carry out these works. Any costs incurred will be payable by the Landlord.
- 1.19 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993
- 1.19.1 The Landlord confirms that he/she is aware of the above regulations including any amendments. The Landlord confirms that all furniture which will be provided in the property, either currently or at a future date complies with the regulations.
- 1.19.2 If the Landlord purchases any furniture for the property after the date of the agreement, he/she will ensure that the furniture complies with the regulations.
- 1.20 The Smoke and Carbon Monoxide Alarm Regulations 2015
- 1.20.1 The Landlord is legally responsible for installing and maintaining working smoke alarms on every floor of the property as well as carbon monoxide alarms in any room with a solid fuel combustion appliance.
- 1.20.2 The Landlord is also responsible for ensuring that each alarm is in working order at the commencement of the tenancy and that all checks are documented.
- 1.21 **Legionnaire's Disease**
- 1.21.1 The Landlord is responsible to ensure a legionella risk assessment has been carried out at the property prior to a tenancy commencing in order to establish and manage any risk from legionella.
- 1.22 Overseas Landlords
- 1.22.1 The Non-Resident Landlord scheme (NRL) is operated by HMRC for taxing the UK rental income of non-resident Landlords. A Landlord is considered to be a non-resident Landlord if your usual place of abode is outside of the UK or you are absent from the UK for a period of more than 6 months. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected if the agent has not received a valid exemption certificate from HMRC.
- 1.22.2 Highcastle Estates are obliged by law to deduct tax at the appropriate rate from net rent received and account to HMRC on a quarterly basis.
- 1.22.3 The Landlord is responsible for obtaining their own exemption. Exemptions are not transferrable between agents. If the Landlord requires an exemption, the Landlord would need to complete either a NRL1, NRL2 or NRL3 form quoting Highcastle Estates reference number 'NA059581 1804' along with our registered office address (Suite 1, 119 The Grove, London, E15 1EN). We are legally required to deduct any tax on any income until we receive an exemption from HMRC.
- 1.23 Indemnity
- 1.23.1 The Landlord accepts to keep Highcastle Estates fully and effectively indemnified in respect of any claim, demand liability, cost, expense or prosecution which may arise due to the failure of the Landlord to comply fully with the terms of any of the above regulations or any other regulations which the Landlord is responsible for. This includes any subsequent amendments or any replacement regulations.
- 1.23.2 The Landlord agrees to indemnify Highcastle Estates as agent against any costs, expenses or liabilities incurred or imposed, provided they were incurred on the Landlord's behalf in pursuit of Highcastle Estate's normal duties.
- 1.24 Short Lets
- 1.24.1 It is the Landlord's responsibly to pay for all utility bills including gas, electricity, water and council tax for a tenancy under 6 months, unless otherwise agreed in writing.
- 1.24.2 It is the Tenant's responsibility to pay for any telecommunication services.
- 1.24.3 The Landlord gives permission to Highcastle Estates to market the property for long term and short-term tenancy periods, unless agreed in writing.
- 1.25 Letting of other property to Tenant
- 1.25.1 In the event that the Tenant, occupant or licensee of the property enters into an agreement with the Landlord to rent another property owned by, referred by or linked to the Landlord, Highcastle Estates is to be notified by the Landlord in writing and you will be liable to pay Highcastle Estates commission fees for the initial period of the tenancy and any other extensions, renewals, continuation and/or new agreements which have been signed or agreed after the initial period.
- 1.25.2 Highcastle Estates' commission fees are set out in this document. The fee is payable by the Landlord to Highcastle Estates whether or not any agreement is negotiated or finalised by Highcastle Estates.
- 1.26 Sale of Property by Landlord
- 1.26.1 Where a property is sold, transferred or otherwise dealt with, with the benefit of a tenancy, you must inform Highcastle Estates in writing and Highcastle Estates' fees will remain the responsibility of the original Landlord for the duration of the tenancy and for any extensions, renewals, continuations and/or any new agreement with the Tenant, whether or not the sale was negotiated or finalised by Highcastle Estates.
- 1.26.2 To avoid responsibility for the fees to Highcastle Estates after the sale has been finalised, the Landlord should instruct the solicitor to assign responsibility of the commission fees to the purchaser/new owner.
- 1.27 Property Licensing and HMO
- 1.27.1 It is important to be aware that each local authority operates its own licensing system, and some may require the Landlord to hold a residential rental license before they can let out their property. If you are required to have a license and do not hold a valid license, the local authority can impose a penalty on the Landlord. Highcastle Estates recommend that you check directly with your local authority if you require a license and the type of license you require. This could include a Houses in Multiple Occupation license, which could limit the number of occupants permitted for the property.
- 1.27.2 Please note that if you require possession of the property, you cannot serve a section 21 if a license is required for the property but not obtained.

2.0 **Management Service**

2.1 **Maintenance of the Property**

2.1.1 It is the responsibility of the Landlord to keep the structure and the exterior of the property in good working order.

2.1.2 It is the responsibility of the Landlord to keep the appliances for supply of gas, electricity and water in good working order.

2.1.3 It is the responsibility of the Landlord to keep the appliances for supply of space heating, water heating and any sanitary appliances in good working order.

2.1.4 By signing this document, you give Highcastle Estates the authority to carry out minor repairs and maintenance of the property and its contents. We will contact you for permission to proceed if the cost of the work exceeds £200.

2.1.5 A float of £200 or any other amount which is agreed in writing is required at the commencement and during the term of the management, to enable us to meet any expenditure on the behalf of the Landlord.

2.1.6 If requested, we can obtain estimates for any work that needs to be carried out at the premises and submit to the Landlord for approval before commencement for any work.

2.1.7 If there is emergency work to be carried out and we are unable to get into contact with the Landlord for any reason, we will act to protect the Landlord's interests without consultation. However, we will endeavour to contact the Landlord prior to commence any work.

2.2 **Payment of outgoings**

2.2.1 Where instructed by the Landlord and we hold sufficient funds, Highcastle Estates will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received by Highcastle Estates. We will endeavour to query any discrepancies; however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

2.3 **Key Holding Service**

2.3.1 We require a set of keys to be able to manage your property effectively. These will be held locally in our secure system and made available to any authorised parties by you or our approved suppliers.

2.3.2 It is the responsibility of the Landlord to ensure the keys are supplied to us. If we are not supplied with any keys for our management service, Highcastle Estates will copy a set of keys which will be payable by the Landlord.

2.4 **Management Inspections**

2.4.1 We will carry out two inspections of the property each year. It must be understood this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for any hidden or concealed defects.

2.4.2 If the Landlord requires any additional inspections or additional visits, an additional fee must be agreed before the inspection is carried out.

2.5 **Transfer of Utilities**

2.5.1 When provided with the necessary information, such as names of suppliers and utility account numbers, we will forward these details to the Tenant to notify existing service providers and the local authority of their liability for payment of the services and council tax during their tenancy.

2.5.2 Unless otherwise agreed, it is the responsibility of the Tenant to ensure new accounts for the service providers and the local authorities is opened in their name. Highcastle Estates cannot be held liable if the services are disconnected or are not transferred by the utility companies

2.5.3 At the end of the tenancy, we will contact the Tenants and inform them of their responsibility to inform the service

companies of the check-out date and request transfer of responsibility for the liability to the Landlord.

2.5.4 Upon written request, Highcastle Estates can pay the bills for the property if there are sufficient funds held on the Landlords' behalf until the property is re-let. Highcastle Estates cannot be held liable if any of the services have been cut for whatever reason.

2.6 **Dealing with Third Parties**

2.6.1 Highcastle Estates will liaise where necessary with the Landlord's accountants, solicitors, superior Landlords, managing agents and mortgagees.

2.7 **Check out and Deposit**

2.7.1 At the end of the tenancy, we will provide you with a check out report where applicable and handle the return of the deposit as detailed in this document.

2.7.2 Highcastle Estates will make recommendations and negotiate with the Tenant if there are any claims against the deposit.

2.8 **Post Tenancy Works**

2.8.1 If any works are required at the end of the Tenancy or in preparation for a new tenancy, Highcastle Estates can arrange to have these worked carried out.

2.9 **Vacant Periods**

2.9.1 While the property is vacant, we will continue to manage the property. We cannot be held liable for any damage, loss or theft during this period.

2.9.2 If the Landlord requires supplies to be turned off or disconnected during this period, we must receive this request in writing. Highcastle Estates will then arrange for a contractor to attend at the cost of the Landlord.

2.9.3 We advise the Landlord to contact their insurance company if the property is vacant for more than two weeks.

2.10 **Termination of Management**

2.10.1 Should you withdraw your instructions for us to manage the premises upon giving us 3 months written notice, any outstanding charges with regards to introducing the Tenant to the Landlord will be payable to Highcastle Estates.

2.11 **Insurance**

2.11.1 It is essential that the premises and contents included in the inventory and check in report are insured. You need to ensure that your insurers are aware that the premises are let. Failure to do so may invalidate your insurance.

3.0 **General Terms**

3.1 **Permissions and Consents**

3.1.1 If applicable, the Landlord confirms permission to let has been obtained from the mortgage provider.

3.1.2 If applicable, the Landlord confirms permission to let has been obtained from the leaseholder and where the lease extends beyond the term that the Landlord proposes to let and that any necessary contents have been obtained.

3.1.3 The Landlord must notify their insurance company of their intention to let and obtained their agreement to extend the insurance cover on the property and its contents for the change in circumstance.

3.1.4 If there is more than one owner, all owners must be named in the tenancy agreement. If one specific owner has been authorised to give instructions on their behalf, that person must ensure that all owners are named in the tenancy agreement.

3.2 **Outstanding fees**

3.2.1 The Landlord agrees that, where any of Highcastle Estates' fees remain outstanding for more than seven days, Highcastle Estates may use any sums obtained or held on the Landlord's behalf to pay the outstanding sums, including

rental payments on this or any other property on which Highcastle Estates are instructed.

suitability of Tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the Landlord for such events.

### 3.3 Mail

3.3.1 It is not part of our normal service to forward the Landlord's mail. Therefore, we take no responsibility for any mail which is sent to the property address. We recommend any mail that you expect to be forwarded to your correspondence address through Royal Mail.

3.3.2 All mail received which does not belong to the Tenant will be returned to sender. We take no responsibility for any losses incurred for returning mail to sender.

### 3.4 Ownership and Credit Check

3.4.1 You must supply us with proof of ownership for the property. If you do not provide us with sufficient documentation, you give us permission to carry out a land registry search at the expense of the Landlord.

3.4.2 By signing this agreement, you confirm to us that you are the owner of the property or otherwise lawfully entitled to enter into a tenancy agreement.

3.4.3 By signing this agreement, you give permission for Highcastle Estates to carry out consumer credit searches on the Landlord where we deem necessary

### 3.5 Interest and Commission

3.5.1 Any interest accrued on clients' money which we hold will be retained by Highcastle Estates

3.5.2 Any commission or other income earned by Highcastle Estates by way of referral while carrying out our duties as agent for the letting and/or management of the property will be retained by Highcastle Estates. This could be to maintenance contractors, solicitors, accountants, inventory clerks or any other third-party contractor.

### 3.6 Keys

3.6.1 Where you provide us with keys or authorise us to use keys held by another company, we may make further copies to facilitate viewings where convenient. This will be at the expense of Highcastle Estates

3.6.2 Tenants' usually require one set of keys per occupant. If there is only one occupant, a minimum of two sets of keys will need to be provided. If there are not enough sets of keys provided by the Landlord for the Tenant, Highcastle Estates will cut additional keys to provide to the Tenants. This will be at the cost of the Landlord

3.6.3 Highcastle Estates have a secure key tag system to ensure that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Highcastle Estates will only have a liability to cover the cost of cutting a new set of keys.

### 3.7 VAT

3.7.1 All of Highcastle Estates' commission fees and any other charges are subject to VAT.

### 3.8 Acts of Third Parties

3.8.1 We will not accept any responsibility for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through the negligence or failure on the part of Highcastle Estates.

### 3.9 Jurisdiction

3.9.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement. Please ensure that you have read and understood these Terms and Conditions before signing. If you are unsure, please seek legal advice before signing.

### 3.10 Disclaimer

3.10.1 Highcastle Estates will carry out all services with reasonable care and skill. However, we are unable to guarantee the

### 3.11 Amendments

3.11.1 Highcastle Estates may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reason. We will notify you if any such change will affect the service that we offer you.

### 3.12 Data Protection

3.12.1 The Landlord acknowledges and agrees that Highcastle Estates can hold personal data in respect of the Landlord and any Tenants for use during its business.

### 3.13 Authority to Take Instruction from Others

3.13.1 If the Landlord authorises in writing for a third party to act on their behalf in connection with the services offered by Highcastle Estates, the Landlord must fully indemnify Highcastle Estates against all claims, damage, liability, costs, loss and expenses of any kind incurred by any member of staff representing or employed by Highcastle Estates.

### 3.14 Compensation to Agent

3.14.1 You will reimburse us in respect of any claim, damage or liability, whether criminal or civil, suffered from and during the time that we are or were acting on your behalf.

3.14.2 We reserve the right to have work carried out on your behalf and to charge you for the work to ensure that you fulfil your contractual and statutory obligations as a Landlord. In the event that the Landlord withdraws from any offer that has been accepted either verbally or in writing in relation to the property, prior to the Tenant or prospective Tenant taking possession of the premises, except where the Tenant has failed to pass the identity or reference checks where applicable, by the agreed tenancy start date, the Landlord agrees to pay Highcastle Estates a charge equal to the published fee for the agreed Tenancy term.

3.14.3 If for whatever reason, the Tenant claws back or disputes funds via his bank or credit card company that we have already previously received on the behalf of the Landlord and thereafter transferred to the Landlord, these funds are to be returned by the Landlord to Highcastle Estates immediately upon request.

3.14.4 In the event that the Landlord is a company, the directors and/or owners of the company agree to be jointly and severally liable for the debt personally if bankruptcy or insolvency proceeds are brought against or are subject to the company or its parent company, a receiver or administrator is appointed over any of the company's or its parent company's assets, or the company or its parent company goes into liquidation or enters into a voluntary agreement with its creditors other than for the purpose of reorganisation or any similar event in its country or incorporation takes place.

3.14.5 If Highcastle Estates fees are outstanding for more than 7 days, we reserve the right to revoke any special promotions or fee reductions rendering them null and void and the full published fee rates will apply.

3.14.6 After an initial demand of fees is served by Highcastle Estates to the Landlord to pay outstanding commission fees and expenses. If any further correspondence is made to request funds, we reserve the right to apply reasonable late payment fines and in the unlikely event that we have to instruct debt collection agency to pursue the debt, their charges will be at the expense of the Landlord.

### 3.15 Marketing

3.15.1 We will market your property to inform suitable applicants of the availability of your property by erecting a To-Let board at the property, by advertising in selected portals and advertising on our website.

- 3.16 Viewings
- 3.16.2 All efforts should be made to provide Highcastle Estates with keys. If the property is already tenanted, then the Tenants should be informed of the possibility of viewings.
- 3.16.3 If there are any losses or delays in lettings the property as a result of not being able to access the property, Highcastle Estates will not be held responsible and will accept no liability.
- 3.17 Legal Proceedings
- 3.17.2 Highcastle Estates are not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and a fee will be payable by the Landlord.
- 3.17.3 Highcastle Estates will not accept service of legal proceedings on the behalf of the Landlord.
- 3.18 Anti-Money Laundering Regulations
- 3.18.2 We may need to obtain and hold evidence confirming your identity, proof of your address and source or destination of funds. We may be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory Anti-Money Laundering check.
- 3.18.3 Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report.
- 3.18.4 If an Anti-Money Laundering check is completed, any fee in relation to this will be payable by the Landlord.
- 3.19 Entire Agreement and Variations
- 3.19.2 Highcastle Estates intends to rely upon the written terms set out in these terms and conditions. If you require any changes, please make sure you ask for these to be put in writing, so we can avoid any potential issues which may arise.
- 3.20 Headings
- 3.20.2 The headings in this document do not form part of the Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.
- 4.0 Complaints Procedure
- 4.1 Complaints Procedure
- 4.1.1 If for any reason, you are not entirely satisfied with any aspect of our service and are unable to resolve any problems with your property manager, please send an email to complaints@hceuk.com. Your complaint will be acknowledged, and an investigation will take place. You will receive a formal written notice. If you are still not entirely satisfied, you may contact the Property Ombudsmen to whom we are members
- 5.0 Notice of the Right to Cancel
- 5.1 Notice of Cancellation
- 5.1.1 You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 days from the date upon which it was signed.
- 5.1.2 Notice of Cancellation must be sent to info@hceuk.com. Any Notice of Cancellation is deemed served on the day it was sent.
- 5.1.3 If we have introduced a Tenant to your property prior to your serving a Notice of Cancellation, and you have accepted the tenant in writing, you will be liable to pay the fee for our Bronze Service, which is stated in this document.

We are a member of The Property Ombudsman for Estate Agents and a Client Money Protection Scheme and abide by their codes of practice. We are also members of London Landlord Accreditation Scheme, Essex Landlord Accreditation Scheme, ARLA, ICO and mydeposits.



By signing this agreement, I confirm I have read all the terms and conditions and agree to abide by all the terms and conditions set out in this document

Name	
Position (Company Only)	
Service	
Signature	
Date	