

www.hickshadley.com

0121 585 6688

Lettings@hickshadley.com

11 – 13 Hagley Road, Halesowen, B63 4PU

Hicks Hadley

Terms of Business

You only pay when we let

LETTINGS
11 Hagley Road
Halesowen B63 4PU

TEL: 0121 585 6688
lettings@hickshadley.com



The landlord hereby appoints Hicks Hadley Residential Letting to manage the property described above (hereafter called 'The Property') for a period of not less than 12 months, for the purpose of this agreement the term 'Management' shall mean and include:

- 1.0** The power to enter the property at the convenience of the agent
- 2.0** The power to collect such rent, deposit and other payments due from respective tenant(s) to the Landlord in respect of the property and to hold deposit whether on a full management or Let Only basis as neutral party.
- 3.0** The power to the agent to be a signatory on behalf of the Landlord in respect of the formal tenancy agreement drawn up between the Landlord(s) and the Tenant(s).

4.0 CONSENT TO LET

If the property is leasehold the landlord should ensure that letting or subletting is permitted by the lease agreement and that the tenancy that is intended to be granted will terminate before the date upon which the lease expires. The landlords may need to obtain written consent from the Landlord or Management Company.

If the property is subject to a mortgage, it is usually required under the landlords mortgage offer that permission be sought to let from the lender or mortgagee. This should be done at the earliest opportunity.

If the property falls into an area under selective licensing, the landlord will need to ensure that they have a license prior to renting it out. Birmingham City Council have a list of Ward's currently requiring a license on their website here https://www.birmingham.gov.uk/info/20175/private_housing/2649/selective_licensing/2.

5.0 INSURANCE

Hicks Hadley offer landlord insurance. If you choose to take insurance out via Hicks Hadley, you will be contacted yearly for renewal. Rent Guarantee insurance is in accordance with the Policy documents issued by SJL, full details of the cover provided are available from Hicks Hadley Lettings.

It is the landlord's responsibility to ensure that any building and contents are properly insured. The cover provided by a standard household policy may be severely restricted by the letting of the property.

The agent are able to offer special landlords insurance to cover building and contents, please ask for details.

6.0 TENANCY AGREEMENTS

The usual form of Tenancy Agreement is an Assured Shorthold under the Housing Act 1988 (as amended by the Housing Act 1996). Although a tenancy term of less than six months can be agreed, the tenant still benefits from security for the first six months (if further clarification is required, of this important change to the original Housing Act, please ask). Unless otherwise instructed the agent will use a standard form of Tenancy Agreement. Please note that The Tenant Fees Act 2019 ban any fees being passed onto the tenant and the landlord will be charged for the drawing up of contracts.

Once the initial tenancy has expired and the tenants are remaining at the property, unless otherwise instructed the tenancy will automatically roll over into a statutory periodic tenancy (month by month tenancy) in accordance with the Housing Act. However, should the landlord require a new agreement, an administration fee of £90inc VAT would be charged.

7.0 NOTICE TO TERMINATE AGREEMENTS

Landlords are required under the Housing Act to give two months notice of their intention to terminate. (If a landlord wishes to take their property back eg. for sale or re occupancy, notice may be served via a section 21 notice at month four in accordance with the tenancy start date).

At month five the tenants are obliged to allow viewings to take place at the property at a mutually convenient time. In the same way, the tenant is required to give one months written notice to the landlord or agent.

8.0 SERVICES & UTILITIES

In most cases, charges for electricity, gas, fuel oil, water rates, council tax and telephone would be the responsibility of the tenant.

Telephone companies will only accept instructions to either connect or disconnect a line from the account holder and we cannot be held responsible for a line that remains connected in the Landlord's name after a tenancy has started.

If the landlords property is leasehold there may be additional charges such as ground rent, services charges or management fees or additional fees levied by the freeholder or their managing agent. It is the landlords responsibility to ensure any such fees are paid.

The tenant may choose to have different telephone number, or transfer their existing number, the telephone number at the property may be discontinued. If the landlord wishes to retain the telephone number arrangements must be made accordingly with the Telephone Company. The agent cannot be held liable for the loss of any number.

If the property has a water meter and the meter is situated in the street, it is the Landlords responsibility to read the meter and supply readings to the agent. If the agent does not have readings at the time of the tenants occupation the agent will inform the water company of the date that tenants have moved in and the bills will be issued with an estimated reading.

9.0 POST

The Landlord must ensure that, wherever possible, any post is redirected (where applicable). Under the terms of the Tenancy Agreement between the landlord and the tenant, the tenant is required to deliver all post not addressed to them, to the agent. Mail that we consider is not junk mail will be forwarded to the addressee (if correct address is known) on a weekly basis. A charge of £7.50inc VAT will be made per batch of post, plus the cost of the postage.

10.0 RENT

Rent from the tenant is paid into the agents client account and, unless otherwise agreed, is normally received every month in advance on the anniversary of the commencement date of the tenancy. The rent is normally paid to the landlord within fourteen working days of receipt. The payment is paid through the banking system directly into your account. The rent that is paid to you is usually net of any deductions due in accordance with the terms laid out herein.

11.0 INVENTORY AND SCHEDULE CONDITION

An inventory of the items remaining in the property is necessary for all lettings, furnished or unfurnished. This list of items contains a Schedule of condition, which provides a necessary record of the state of a property, the interior decor, cleanliness and quality.

Under the Full Management Service the agent carries out periodic inspections of the property. The frequency of visits depends on the type of property and the type of tenant. On average visits are carried out approximately every twelve weeks, particularly in the early stages of a tenancy.

12.0 PRESENTATION OF PROPERTY

Under the Tenancy Agreement the tenant has an obligation to leave the property in the same state in which it was presented (fair wear and tear accepted). It is important therefore, that the landlord take all necessary steps to ensure the property and its gardens are left in the best possible condition.

Unless the agent has been informed to the contrary in writing and if the property is to be let in furnished condition, it will be assumed that all items of furniture that are on view to prospective tenants prior to the tenancy, will be present in the property at the commencement of the tenancy and for the use of the tenant. Personal items ornaments and pictures are the only exceptions to this clause.

Any items of furniture, fixtures, effects, ornaments equipment and appliances should conform to

the following criteria:

- good working order safe to use
- appropriate items for the room or situation
- items that the tenant would normally expect to make good use of.

This applies to all areas of the property including garages, sheds and any out buildings.

13.0 TENANT SUITABILITY

The agent undertakes to arrange a full assessment of the prospective tenant for the property, unless otherwise agreed.

If the landlord is prepared to accept a tenant claiming Housing Benefit, our terms are:

- The tenant must pay a deposit equivalent to a month and a half rent payment.
- The deposit and the first months rent must be paid and cleared before the tenancy is allowed to commence.
- A guarantor (security) must be provided by the tenant to act as a safeguard against under payment of rent or any other breach of the tenancy contract.
- The Housing Benefit should be paid directly to the tenant with the tenant being responsible for paying the agent on the rental payment date.

14.0 REPAIRS AND MAINTENANCE

Where appropriate and before the agent's management commences it is agreed a level of responsibility for dealing with repairs and maintenance.

Unless otherwise agreed in writing and unless the agent has received specific instructions regarding existing guarantees, service contractors or favored contractors, we would instruct our own contractors to carry out repair or necessary maintenance up to an estimated value of £150.00 (excluding VAT at the prevailing rate) per job. If the cost were estimated at higher than £150.00 the agent would notify the landlord and await instructions. The only exceptions to this would be:

- If the agent cannot make contact with the landlord within a reasonable time period
- In the event of an emergency where immediate action was considered necessary either to prevent further costs being incurred or to save extreme inconvenience to the tenant (i.e. where there could be a breach of contract on the landlords part)

Overseas landlords may have to maintain a certain level of funds on reserve. In the event of supervisory work being necessary where the value of the repair or maintenance is in excess of £150.00, the agent may charge a fee of 12% inc VAT of the value of the work involved. In the event of supervisory or any other work being necessary in connection with an insurance claim, the agent reserves the right to charge an appropriate fee for the time involved. The agent reserves the right to retain any trade discounts or commission if given by contractors.

15.0 PAYMENTS ON BEHALF OF THE LANDLORD

If instructed to do so, and as long as the agent holds sufficient funds, the agent will pay current outgoings such as ground rent, water rates, insurance premiums, service charges and any maintenance and service charges levied by the freeholder or Management Company Under the Tenant Find and Part Management Services, the agent does not pay current outgoings apart from some insurance premiums. Gardening, cleaning, or any other maintenance or repair costs will only be paid upon the instruction of the Landlord

16.0 PERIOD OF MANAGEMENT APPOINTMENT

This agreement may be terminated by either party by way of one months' written notice. A placement fee of £300 inc VAT will be payable where the landlord intends to continue letting to tenants introduced by the Agency after the termination of this agreement. The Agency must be given one months' notice. Failure to provide such notice will result in a fee being charged. The fee will be equivalent of the management charge on a full month's rent, regardless of whether the property is let or vacant.

In the circumstances where the Agency has found a suitable tenant who has not yet taken occupation, and the landlord wishes to terminate the agreement will be charged the tenant find fee up to a maximum of £850 inc VAT. The landlord should provide the Agency with any requirements for return and repossession of the property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated onto the landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

17.0 SAFETY REGULATIONS

The landlord must ensure that the property is presented in a safe and secure condition. Certain safety hazards such as cracked Windows, badly situated doorknobs, unsafe steps etc. must be remedied prior to a tenancy commencing.

- 17.1 In order to comply with the current Gas Safety Regulations the agent will require a copy of a Gas Safety Certificate from either the Gas Board or a Gas Safe registered gas engineer to verify that any gas installations in the property have been properly safety checked and serviced within the last twelve months. If necessary we can arrange for a check to be made by the agents contractors. **This applies to all gas appliances.** The Gas Safety Regulations 1998 now require the Landlord or the landlords agent to give a copy of a current Gas Safety Certificate to the tenant no later than the commencement of the tenancy. Penalties for non-compliance now extend to heavy fines and, in some cases, imprisonment.

If the central heating system is covered by a British Gas 3 star contractor or by any similar contractor and the agent have to attend the property to allow access to the service engineers, the agent reserve the right to charge for waiting time at the property at the rate of £24.00 inc VAT per hour (this normally occurs when appointments are a.m. or p.m. only, and the contractor refuses to telephone or call at the agents offices first).

The agent reserves the right to either turn off the gas supply to the property or not to allow a tenancy to commence if, in the agents judgment, either the gas supply is unsafe or the property is unfit for the purpose of the tenancy due to unsafe gas appliances or installation or the agent has not been provided with a satisfactory Gas Safety Certificate.

- 17.2 In order to comply with the revised Furniture & Furnishings (Fire Safety Amendment) Regulations 1998 (To include subsequent revisions/amendments), all foam filled and fabric furniture, including beds, must comply with British Standard B55852. The agent reserves the right not to allow a tenancy to commence if; in the agents judgment, the property is unfit for the purpose of the tenancy due to the inclusion of non-compliant furniture.
- 17.3 It is essential that prior to a letting-taking place, all electrical installations are qualified and that a qualified electrical contractor checks appliances for defects. A safety report (EICR – Electrical Installation condition report) must be issued and available to give to the tenant. If the landlord fails to instruct a contractor to carry out the electrical inspection, the agent reserves the right to instruct their own contractor to carry out the inspection. Furthermore, should the contractor recommend that remedial work is necessary to ensure safety, the landlord must ensure that this work is carried out satisfactorily. We reserve the right not to allow a tenancy to commence, if; in our judgment, the property is unfit for the purpose of the tenancy due to unsafe wiring or appliances.
- 17.4 On 01.10.15 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (legislation.gov.uk) came into force. A significant amendment came into force 01.10.22: The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (legislation.gov.uk) but the 2015 regulations are still in force. Landlords are required to fit at least one smoke alarm on each floor of property and the alarms must conform to

BS5446 Part I and be in good working order with fresh batteries. Carbon Monoxide monitors must also be fitted within 3 meters of any gas systems i.e. a boiler.

- 17.5 Landlords have a duty of care to tenants in relation to Legionella: L8 Approved Code of Practice (2013) Legionnaires' disease - Legionella and landlords' responsibilities (hse.gov.uk). Hicks Hadley are able to offer a Legionella assessment. Please enquire for a personal quote.

18.0 SECURITY

The property's security arrangements should conform to insurance standards. In accordance with the agents Full Management Service, the agent must be provided with (before the start of a tenancy), a minimum of two keys for every working lock (unless the profile is identical) in addition to an extra set for the main entry/exit door (usually the front door) if the agent has to get keys cut on behalf of the landlord a fee of £12inc VAT may be deducted from the rent in addition to any key cutting costs.

Under the management services, the agent normally retains a complete set of keys at the agents office. For the property's protection and insurance purposes, these are coded and stored in a secure place.

If the property benefits from an alarm system, the Landlord must ensure that the alarm is in full working order. A full set of instructions must be available. The agent must be informed of any arrangements for service contractors or maintenance.

19.0 LIABILITIES

The Landlord agrees to be responsible for any costs, expenses or liabilities incurred by the agent as a result of acting as agents on the landlords behalf in pursuit of the agents normal duties. During the course of the Full Management Service, and in addition to any normal visits, the agent, or a contractor appointment by the agent, will examine defects or problems, which are brought to the agents attention by the tenant. However, the agent cannot be held liable for hidden or latent defects to the property. The agent's examinations can only extend to apparent and obvious defects and would not in any way constitute a structural survey.

Whilst the agent shall at all times act positively and promptly to prevent any loss, damage or injury to persons or properties connected with any letting services, the agent cannot accept responsibility should such an event/events occur contract then one of the following courses of action would apply:

19.1 BREACH OF CONTRACT BY TENANT

In the event of rent arrears, or other breaches of contract by the tenant coming to the agents attention, the agent will take the appropriate action commensurate with the breach. The agent will also inform the landlord and make recommendations regarding a suitable course of further action. The agent will arrange for the service of Section 8 or Section 21 if required. If it becomes necessary to take legal action against the tenant for a breach of contract then one of the following courses of action would apply:

- If a Legal & Rent Protection insurance policy is in force the agent will supply the insurance company with the appropriate information to enable them to take whatever action their policy determines (subject to the terms of conditions of the policy)
- If a Legal Protection (only) insurance policy is in force the agent will supply the insurance company with the appropriate information to enable them to take whatever action their policy determines (subject to the terms and conditions of the policy)

- If the landlord is not protected by an insurance policy, and should the landlord consider that legal action ought to be taken against the tenant, you must instruct a solicitor and be responsible for all fees and costs involved. The agent can provide a list of local solicitors.

The agent cannot be held responsible for any debts incurred by the tenant including rent arrears.

20.0 DEPOSITS

A monetary deposit will be taken from the tenant and held by the agent and forwarded to a recognised deposit holder, such as the DPS, TDS or equivalent. As stakeholder, we will mediate fairly and reasonably between landlord and tenant, should a dispute arise. In the event that mediations fails to establish an agreement between the landlord and tenant; we will then advise both parties to accept independent arbitration, the cost of which must be borne by both parties equally.

Where a Legal & Rent Protection insurance policy is in force, most insurance companies require that the deposit cover the first month of rent arrears. Unless the landlord request in writing the exact amount of deposit to be held, the amount held will be equivalent to one & half months rent.

At the end of a tenancy the balance of the deposit will be returned to the tenant within fourteen working days unless the landlord has notified us in writing within that period that they consider there are grounds for deductions to be made. It is the responsibility for the landlord to make his own arrangements for viewing the property after the tenancy has ended. If no such notification is made to the agent by or on behalf of the landlord, the deposit will be returned to the tenant based on the agents opinion of any final inspection report and the landlord must accept the agents judgment and decision regarding the return of the deposit as final and conclusive.

In the case of Tenant Find and Part Management Services, Landlords are responsible for checking the property at the end of the term and negotiating directly with the tenants concerning any deductions. Both the Landlord & Tenants must confirm in writing to the agent how the deposit is to be distributed, the deposit will not be released to either party until written confirmation has been received.

21.0 OVERSEAS CLIENTS

For each overseas telephone call made by the agent to the Landlords oversea, there will be a charge of £18 inc VAT per call.

22.0 INCOME TAX

Landlords living in the UK and who are **resident for tax purposes** during the tenancy, the agent accepts no responsibility for income tax on the profits derived from the letting of the property. Landlords designated by the Inland Revenue **as non-resident for tax purposes** during the tenancy, the agent are bound under Section 78 of the Taxes Management Act 1970 to account to the Inland Revenue for income tax derived from the profits of the letting and to pay this tax when demanded to the Inland Revenue if the agent is not in possession of a current exemption certificate. If appropriate the agent will reserve sufficient funds from the monthly rent payments to meet possible demands. Should the landlord require assistance with income tax the agent may be able to refer such matters to an accountant at separate fees. Fees and other charges stated within this document would be subject to VAT at the prevailing rate unless otherwise stated

23.0 MISCELLANEOUS

The agent reserves the right to amend the terms and conditions of agency upon giving the Landlord one month's notice of our intention to do so.

25.0 CLIENTS MONEY

All monies are held in a designated client bank account, for which no interest will be paid.

26.0 DATA PROTECTION

All information concerning landlords or tenants details are confidential, and the information will be held by the Agency strictly in accordance with the provisions of the Data Protection Act and amendments thereto.

27.0 VAT

VAT (If applicable) will always be calculated on all our fees at the prevailing rate (currently 20%).

28.0 Right to cancel

If you are a consumer and this agreement is entered into at a distance (for example by email, telephone, or online) or off-premises, you have the right to cancel this agreement within 14 days without giving any reason, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Cancellation Period: The cancellation period will expire 14 days from the day on which this agreement is entered into. How to Cancel: To exercise your right to cancel, you must inform us of your decision by a clear statement (for example by letter or email).

29.0 Anti Money Laundering

Property agent obligations have increased following updates to this HMRC guidance published on 09.09.25 to Money laundering: understanding risks and taking action for estate agency and letting agency businesses - GOV.UK

Confirmation of Instruction

Hicks Hadley

To instruct Hicks Hadley to let the property, simply sign and return to our Halesowen Office as confirmation to proceed. Please help us to comply with regulations (the Money Laundering Act) by providing **PHOTO ID** and **x2 letters as Proof of Address** (must be dated within the last 3 months). Indicate the service required by ticking the relevant box.

MANAGEMENT SERVICE REQUIRED

FULL MANAGEMENT []

£540 inc. VAT set up fee. Monthly 15% commission inc VAT

PART MANAGEMENT []

£540 inc. VAT set up fee. Monthly 12% commission inc VAT

TENANT FIND ONLY []

First months rent (up to a maximum of £850 inc. VAT)
To include referencing & deposit management

OPTIONAL SERVICES (Please tick if you require these)

DEPOSIT LODGED []

There will be an **annual fee of £36 inc. VAT** for managing and administration of the tenancy deposit with our approved DPS scheme

RENT AND LEGAL INSURANCE []

Price on application

CERTIFICATES REQUIRED (Please tick if you would like Hicks Hadley to arrange)

EPC - £129 inc. VAT with floorplan []

Energy Performance
(Legal Requirement every 10 years)

GAS CERT - £88 inc. VAT []

Landlords Gas Safety Cert
(Annual Legal Requirement)

EICR - £180 inc. VAT []

Electrical Report
(Legal Requirement every 5 years)

ALTERNATIVE OPTIONS

GAS SAFETY & BOILER SERVICE []
£130 inc. VAT

ALARMS REQUIRED (Please tick if you would like Hicks Hadley to arrange)

SMOKE ALARM - £65 inc. VAT for []

the first alarm + £20 per additional alarm. Must have x1 per floor.

CARBON MONOXIDE DETECTOR []

£65 inc. VAT for the first alarm + £20 per additional alarm. (Requirement is x1 alarm per room where a fixed combustion appliance is located (excluding gas cookers).

Address of property to be let

..... Post Code

Landlord's Name(s) - As this will be used to draw up the tenancy agreement, please state your full name

.....

Landlord's Address

..... Post Code

If the above is not your usual place of abode, please state below

..... Post Code

Contact telephone numbers

Home Work Mobile

E-Mail Birth Month (for security purposes)

I/We confirm that I/we wish to instruct Hicks Hadley Lettings to let the above named property based on the terms and conditions and charges contained within the 'Terms of Business' booklet.

Signed by **(Landlord/Owner)** **Date:**