



HIGGS & QUINN

Lettings Terms of Business



Epsom

5 The Quadrant, Epsom KT17 4RH
01372 393 393 | epsom@higgsandquinn.co.uk



Reg Address: 9 Cheam Rd, Epsom KT17 1SP | No: 09906796 | VAT No: 427 2515 08

Leatherhead

8 Swan Court, Leatherhead KT22 8AH
01372 375 025 | leatherhead@higgsandquinn.co.uk

www.thepropertyhq.co.uk



HIGGS & QUINN

Our Services

Let Only (6% + VAT currently 20%)

- Initial market appraisal of your property
- Advice on presenting your property to prospective tenants
- Marketing and advertising of your property including local magazine, social media advertising and website advertising on major property sites including Rightmove, Zoopla and On the Market
- Accompanied viewings and prospective tenant rent and terms negotiation
- Rigorous tenant referencing including Credit Searches
- Organisation of gas safety certificate and inventory and condition report
- Organisation of EICR electrical certificate
- Collecting an initial holding deposit, first month's rent and security deposit
- Preparation of the Tenancy Agreement and appropriate Notice to Quit
- Transfer of deposit to Government-approved Deposit Protection Scheme (DPS)
- In the event of the tenants extending their lease our fees will be charged at the same percentage. This will be payable within fourteen days of the invoice being raised.

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HIGGS & QUINN

Letting and Rent Collection (8% + VAT currently 20%)

- Initial market appraisal of your property
- Advice on presenting your property to prospective tenants
- Marketing and advertising of your property including local magazine, social media advertising and website advertising on major property sites including Rightmove, Zoopla and On the Market
- Accompanied viewings and prospective tenant rent/terms negotiation
- Rigorous tenant referencing including Credit Searches
- Organisation of gas safety certificate and inventory and condition report
- Organisation of EICR electrical certificate
- Collecting an initial holding deposit, first month's rent and security deposit
- Preparation of the Tenancy Agreement and appropriate Notice to Quit
- Transfer of deposit to Government-approved Deposit Protection Scheme (DPS)
- Monthly collection of rent, statement and transfer of funds to landlord
- Notifying utility companies, council tax and water rates of the new occupiers at the beginning and end of the tenancy (subject to General Data Protection Regulations G.D.P.R.)

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HIGGS & QUINN

Letting and Full Management (9% + VAT currently 20%)

- Initial market appraisal of your property
- Advice on presenting your property to prospective tenants
- Marketing and advertising of your property including local magazine, social media advertising and website advertising on major property sites including Rightmove, Zoopla and On the Market
- Accompanied viewings and prospective tenant rent/terms negotiation
- Rigorous tenant referencing including Credit Searches
- Organisation of gas safety certificate and inventory and condition report
- Organisation of EICR electrical certificate
- Collecting an initial holding deposit, first month's rent and security deposit
- Preparation of the Tenancy Agreement and appropriate Notice to Quit
- Transfer of deposit to Government-approved Deposit Protection Scheme (DPS)
- Monthly collection of rent, statement and transfer of funds to landlord
- Notifying utility companies, council tax and water rates of the new occupiers at the beginning and end of the tenancy (subject to General Data Protection Regulations G.D.P.R.)
- Property inspections every six months and written reports
- Arranging routine and ad hoc property repairs
- Payment of property related outgoings

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Deposit & Fees

Prior to the commencement of the tenancy we will collect the first month's rent and an amount equivalent to five weeks' rent to act as a security deposit through our membership of the Government approved Deposit Protection Scheme (DPS).

If you opt for our Let Only service our fee for the contract term plus any other pre authorised amounts will be deducted from the first month's rent and the Landlord will receive a detailed statement and be sent the balance by electronic transfer shortly after 'check-in'. Should the charges exceed the first month's rent, you will be invoiced accordingly for immediate payment. For properties on Rent Collection or Full Management, we will collect the rent, deduct our fee and any other pre-authorized amounts and account to the landlord on a monthly basis, subject to receipt of the rent.

Inventory & Condition Reports

All properties must have an independent inventory and check in report, regardless of size, age and quality. The report provides the benchmark for check in, check out, all property visits/inspections and tenancy changeovers. We will arrange this for you with an independent inventory company at an additional charge which will vary according to the size of the property. Further details are available on request.

For an unfurnished property, an inventory and check in report will list everything from door furniture to white goods and will also provide a statement of condition of all goods, décor, carpets and soft furnishings. For furnished properties the report will also include all items of furniture. *Please note that no liability is accepted on the part of Higgs & Quinn Estate Agents for the content or its accuracy.*

Maintenance & Repairs (Managed properties only)

From time to time we may receive reports from the tenants with regard to maintenance and repairs for which the landlord is responsible and instruct reputable tradesmen to quote for such maintenance and repairs. ***Our duties in this respect are subject to being made aware of any problem arising.***

Once approved by yourself we will confirm that maintenance and repairs are carried out in accordance with the estimate, verify tradesmen's invoices and make payment on the Landlord's behalf from rental income received to a maximum figure previously authorised by the Landlord. Should a maintenance or repair task exceed the authorised limit we will seek further instructions. However, in the event of an emergency we will undertake to carry out all precautions necessary to safeguard the property and tenants with the resultant expenses incurred deemed to be with the Landlord's authority and on his behalf.

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During the course of our six monthly inspections of the property we will advise of the results including, where necessary, any basic maintenance or repair that we consider should be brought to the Landlord's attention. **Such inspections, however, should not be regarded as anything more than a check to ensure that the Tenants are observing the conditions of the agreement and that in all respects the property appears to be cared for by the Tenants. These inspections are not routine building surveys and the Landlord should arrange to visit the property annually to review maintenance or send a qualified representative.**

Prior to the end of the tenancy we will visit the property for a pre-checkout visit to discuss basic cleaning requirements and arrangements for check out with the Tenant. At the end of the Tenancy we will receive the check out report and advise the Landlord of any damages, fair wear and tear obviously being taken into account.

Please note that no liability is accepted on the part of Higgs & Quinn Estate Agents for the work of third party contractors.

Additional Information for Landlords

Tax

We shall require the Landlord to declare whether they will be resident in the UK or abroad for the period in which we shall be managing the property.

If it is the Landlord's intention to reside abroad during the period in which the property is let, ie. becoming non-resident in the UK for tax purposes, we as the agent, shall be held responsible by the Inland Revenue for the payment of any liability which may arise from the rents collected on the Landlord's behalf. We are obliged, therefore and indeed authorised under the Taxes Management Act 1970, to deduct tax at the base rate (currently 20%) from the rental incomes received and pass on to the Inland Revenue. It is then the Landlord's responsibility to liaise with the Inland Revenue direct.

To avoid the above, Landlord's must complete a NRL1 form online prior to leaving the UK. The Inland Revenue will then issue us with an exception certificate, which will enable us to pay the Landlord's gross rental income.

Where the Landlord is absent or unavailable we will require written authority to select Tenants on the Landlord's behalf and to sign the Tenancy Agreement, notice forms etc.

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Interested Parties

It remains the responsibility of the Landlord to notify any interested parties ie.co-owners, lenders, freeholders, insurance companies or managing agents, and to obtain their consent to let the property, plus to meet any special requirements necessary. It is equally important that you notify us of any change of ownership. All owners' names must be included in the Tenancy Agreement.

If your property is mortgaged you may need to inform your lender in order to obtain permission to let. Please ensure that you inform us if this is the case, as our Tenancy Agreement may need to be approved by the Building Society before the tenancy begins.

Statutory Regulations

It remains the responsibility of the Landlord to ensure that any furniture and furnishings supplied comply with the Furniture and Furnishings (Fire) and (Safety) Regulations 1988. Should any items not be clearly labelled or proof of compliance then we reserve the right to request that the item is removed from the property. If you are certain that an item does comply but can't provide proof then you must take full responsibility. The signing of your agency agreement will be taken as your agreement to the above.

The Gas Safety (Installation and Use) regulations 1994 (as amended) require Landlords to maintain gas appliances and flues (ie. those which the Tenant is not entitled to remove) in a safe condition, to have them checked for safety annually by a Gas Safe registered engineer, to keep records of those checks and to give their Tenants a copy of the current Landlord's Gas Safety Certificate confirming that the annual safety check of the rented accommodation has been carried out. It remains the responsibility of the Landlord to comply with these regulations. At the start of a tenancy we will organise the gas safety certificate (or you can provide your own three days before check-in). As part of the Full Management Service we will arrange a gas safety inspection annually, but it is the Landlord's responsibility to ensure that gas appliances are in a safe condition and are maintained in such a condition throughout the Tenancy. The Landlord is responsible for obtaining Gas Safety Certificates under the Rent Collection or Let Only service.

If there is no current Landlord's Gas Safety Certificate available for the Tenants at the time of check-in, the Tenants will not be allowed to move into the property. We shall make arrangements for a gas

safety check to be carried out and, if satisfactory, a Landlord's Gas Safety Certificate will be issued, and the Landlord will be charged for this plus any costs incurred.

For all managed properties, we insist a working smoke and carbon monoxide detector is fitted prior to the tenancy on every floor.

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Energy Performance Certificate (EPC)

The Energy Efficiency (Private Rented Property)(England and Wales) Regulations 2015 establish a minimum level of energy efficiency for privately rented property in England and Wales. This means that, from April 2018, landlords of privately rented domestic and non-domestic property in England or Wales must ensure that their properties reach at least an Energy Performance Certificate (EPC) rating of E before granting a new tenancy to new or existing tenants.

- The EPC will provide estimated running costs based on standard assumptions. The actual heating, lighting and hot water costs may differ as not all homes are used and heated in the same way. The surveyor will measure the volume of the property and take details of the construction, insulation, fuel availability, heating and hot water systems and lighting.
- The EPC will make recommendations on how to make the property more energy efficient but are not compulsory.
- The EPC will show Energy Efficiency Ratings A-G. A being the best and G the worst. The current average UK rating is E. The graphs will also show the environmental impact rating.
- Graphs show the current and potential rating.
- An EPC is valid for 10 years.

Who produces the Energy Performance Certificate?

- A fully qualified Domestic Energy Assessor (DEA) will produce the EPC.
- The assessment should take no more than 1 hour.
- The DEA will need access to all rooms including any attic space.
- Photographs will be taken of the property and of the boiler system.
- The DEA will walk around the property and take measurements.
- The assessment will be non-invasive and furniture will not be moved.
- The DEA will leave the property secure when they leave.

Penalties for Non-Compliance

This legislation is monitored by the Trading Standards Office and is enforced by the Office of Fair Trading. The penalty for marketing a property without an EPC is £200.00. The penalty can be imposed several times until such times as an EPC is provided for that property.

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Legionella

Landlords of residential accommodation have responsibilities for combating Legionnaires' Disease. Health and safety legislation requires that landlords carry out risk assessments for the Legionella

bacteria which cause Legionnaires' Disease and thereafter maintain control measures to minimise the risk. Most rented premises will be low risk but it is important that risk assessments are carried out and control measures introduced.

Pets

Under the Unfair Terms of the Consumer Contracts Regulations 1999, agents may not include a 'no pets' clause in their standard tenancy agreement. A fair clause requires the tenant to get the landlord's consent before they bring pets into the property. Considering pet owners can maximise your rental potential and can encourage tenants with pets to stay longer. If you own a leasehold property you should check that your lease does allow pets in the property.

Insurance

It is your responsibility to ensure that the property is fully insured for any repairs and its full rebuild cost. If your property is leasehold this may be paid for within your service charges. Failure to notify your insurance company or to keep your premiums paid up to date may invalidate your cover. Please check that your current insurance company will cover a tenanted property, as some may not.

It is also advised that Contents Insurance is taken out to cover the full value of the contents left in the property (unfurnished and furnished). Most policies will also incorporate a valuable public liability cover. Your tenants will be responsible for insuring their own possessions. Again, your insurance company must be aware that the property is tenanted.

Legal work

We will immediately telephone, email or write to you if we are aware that the tenants are late paying their rent or are in breach of any of the terms of the Tenancy Agreement in order to decide whether solicitors should be instructed. If you have taken legal protection or a Rent Guarantee policy through an insurance company, then this agreement is between you and that company, and is subject to their own terms and conditions.

We will liaise with the Landlord's Accountants, Tax Office or Solicitors as necessary.

Where there is a breach of the Tenancy Agreement by a Tenant, we will take all necessary steps to resolve the breach and report to the Landlord on such an event, and on the progress being made to resolve the problem. However, if it is necessary for solicitors to take action, the Landlord will be responsible for instructing legal action and for all fees involved.

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Upkeep of your property

Certain routine maintenance is essential if you are to preserve your rental income and the capital value of your property. This is particularly important if you are renting out your property for more than one year. This is your responsibility.

Mail redirection

Please arrange mail redirection through the Royal Mail – UK and overseas. Higgs & Quinn Estate Agents or the incoming tenants, are not responsible for your post. Full details and rates are available from your local post office. Please also see link below:

<https://www.royalmail.com/personal/receiving-mail/redirectionnbbn>

Additional Terms of Business

Tenancy Agreement

We will use a standard Assured Shorthold Tenancy Agreement; an example is available on request from our office. The fee for the agreement and tenancy set up is £250.00 (inclusive of VAT). Please be aware that this is a legal document and you should take advice from a solicitor before making any changes or signing. Higgs & Quinn Estate Agents cannot accept liability for any clause contained in the agreement.

If you, or your solicitor, wish to make changes to the agreement then this may be done on the understanding that you take full responsibility for any legal disputes resulting from them.

Notice period

The Managed or Rent Collection service may be terminated by either party giving at least two months' notice in writing. In the case where tenants remain in occupancy, the agreed fee will still be applicable.

Rent payments

A ten working day period should be allowed for transfer of monies, this will also apply where we are instructed to collect the rent through the tenancy.

Maintenance payments

For all maintenance arranged by us, the invoice will be paid and deducted from the rent collected on behalf of the client. A receipt of works carried out will be enclosed with the next statement.

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Boards

We reserve the right to erect a “To Let”, “Let By” or “Let Again” board as an important part of our marketing strategy.

Sale

If you do decide to sell your property, and in the event us introducing a buyer (even the tenant), our fee will be 1% + VAT (currently at 20%) of the sale price. If you have instructed us to sell the property then the terms agreed with our sales department will be applicable.

General

We cannot be held responsible for injury to persons on or about the premises.

We cannot undertake any liability whatsoever for the security of the property, nor for any loss or damage that may be suffered however arising, but we will naturally make every reasonable effort to ensure the security of the property following viewings/inspections etc.

In the event that Higgs & Quinn Estate Agents introduces an applicant who views or is otherwise introduced to your property during the period that we have been marketing your property you will be liable to pay remuneration to us at the fee specified in these terms of business if they subsequently enter in to a tenancy agreement with you. This also applies to any applicant privately introduced during this period.

We cannot be held responsible in any way for the acts of omissions of Tenants although we will use every reasonable endeavour to ensure that the Tenants observe the conditions of their agreement with you.

In the unlikely event that you have a complaint please contact Harry Higgs at higgsandquinn@gmail.com . Should you wish to terminate this agreement with us you are required to give two months written notice.

Please see attached our Landlord Fee Schedule. Please contact us if you have any questions.

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Terms of Business

Please complete the following information and forward to us a copy of your passport or driving license and a utility bill less than three months old, to comply with money laundering regulations:

Property Address :

Landlord's Name(s) :

Landlord's Address : (if different from above)

Email Address :

Mobile Number :

Landline Number :

Bank Details for payment of rent

Bank Name :

Account Name :

Account Number :

Sort Code :

NRL1 FORM REQUIRED (will you be living abroad for more than 6 months a year):

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Property Information Form

Building Insurance

Company Name:

Address:

Tel no:

Policy No:

Existing Service or Maintenance Contracts (British Gas etc)

Please provide membership numbers and phone numbers.

Utility Suppliers

Please list suppliers and attach copies of gas, electric, water and council tax bills:

General Maintenance

We have reliable tradesmen on call who we can recommend (e.g. plumber, electrician, w/machine engineer, gardener, handyman etc). However, if you wish to nominate your own trades person please provide details below. Where we are unable to contact your nominated trades person, we will (with your permission) instruct our own.

Any other details of which we or the tenants should be aware?

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Landlord Fees - charges applied for all tenancies (all charges are inclusive of VAT)

| | |
|--|--|
| Administration and Tenancy Set Up | £250 |
| - Referencing all incoming tenants and Guarantor's | Included in set up charge |
| - Deposit Registration and administration with the DPS | Included in set up charge |
| - Arranging the EPC (Contractor charge available on request) | Included in set up charge |
| - Arranging of the Gas Safety (Contractor charge available on request) | Included in set up charge |
| - Arranging of the EICR electrical test (Contractor charge available on request) | Included in set up charge |
| - Right to rent checks on all tenants and permitted occupiers | Included in set up charge |
| Independent Inventory, Check in and Check Out | *Written quote available upon request |
| Renewal of the tenancy, including re registering the deposit, negotiating any rental increase and drawing up the agreement | Refer to Landlord Terms of Business |
| Energy Performance Certificate (EPC) | *Written quote available upon request |
| Gas Safety Certificate (CP12) | *Written quote available upon request |
| Smoke Alarm and Carbon dioxide alarm supply and fitting | *Written quote available upon request |

****Higgs & Quinn Estate Agents do not add any charge to this service.***

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Additional services and charges if applicable for the tenancy

| | |
|--|---|
| Electrical Inspection Condition Report (EICR) | *Written quote available upon request |
| Legionella Risk Assessment | *Written quote available upon request |
| Addendum to Tenancy Agreement | £50 |
| Deposit Transfer Fee | No charge |
| Submit a deposit claim if we do not manage the property | No charge |
| Right to Rent follow up checks | No charge |
| Vacant property checks and management | £100 per month Schedule available upon request |
| Additional Property Visits | £50 |
| Key Cutting | *Cost of the key only |
| Preparation of Annual Statement of Income expenditure | No charge |
| Preparation of Tax administration for non UK residents with no HMRC approval per quarter | £60 |
| Arrangement of works exceeding £2500 (on the total net cost) | 10% |
| Arranging quotes for non-managed properties | £50 per quote |
| Preparing documents for Court and Court Attendance | £60 per hour |
| Withdrawal from offer once reference processing has started | £400 |
| Drawing up and serving of a legal notice for Let Only Landlords (section 8 and Section 21) | £60 per notice |

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Terms of Business - Agreed Service Level

Let Only - % + VAT

% of the term's rent payable on commencement of the tenancy. In the event of the tenants extending their lease our fees will be charged at the same percentage. This will be payable within fourteen days of the invoice being raised.

Rent Collection - % + VAT

% of the term's rent plus VAT, chargeable monthly in advance and deducted from next month's rent. In the event of the tenants extending their lease our fees will be charged at the same rate in accordance with the original terms of business. This will be payable within fourteen days of the invoice being raised.

Full Management 9 % + VAT

% of the term's rent plus VAT, chargeable monthly in advance and deducted from next month's rent. In the event of the tenants extending their lease our fees will be charged at the same rate in accordance with the original terms of business. This will be payable within fourteen days of the invoice being raised.

I have read and accepted the terms of business offered to me in this document. I will forward to Higgs & Quinn Estate Agents a copy of my passport and a utility bill dated within the last three months.

Landlord Name :

Landlord Signature :

Date :

Landlord Name :

Landlord Signature :

Date :

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