



## TERMS AND CONDITIONS OF BUSINESS

In accordance with the Estate Agency Act 1979 we are required to set out our terms of business and any related services offered to you prior to taking instructions to market your Property. This document outlines the services we provide to Landlords and the attached Fees and Charges Sheet outlines our fees for so doing. If you do not understand or do not wish to accept any of our terms please tell us and we will be pleased to discuss them with you.

We draw your attention to section F Legal Requirements which outlines important information regarding legislation which affects the letting of private rented Property and the legal requirements placed on Landlords. Please read these carefully before instructing us to proceed with marketing your Property for letting and let us know immediately if you have any queries. Once satisfied please complete and return the attached Confirmation of Landlord Instruction.

You are entering into an agreement with Newton Huxley Ltd.

These terms of business are effective from December 2023

Our company registration number is **09266316**. Our VAT number is **199773235**

We are members of The Association of Residential Lettings Agents (ARLA) and The DPS Custodial Scheme.

Our Client Money Protection is provided by Propertymark.

Our redress scheme is The Property Ombudsman (TPO).

We are a data controller and as such are registered with the Information Commissioners Office (ICO)

This agreement will override any previous terms of business in their entirety unless otherwise stated.

**Property Address these terms relate to:**

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### Range of Services

#### Let Only Service

This is our most basic service and should only be used by landlords where letting property is their primary business and they have the knowledge to comply with all of the regulations required.

This service includes: -

- (i) Marketing the Property as appropriate and unless otherwise agreed accompanying prospective Tenants on viewings, where keys and access is granted.
- (ii) Reporting all offers received and negotiating acceptable terms for the Tenancy with the prospective Tenant.

- (iii) Applying for references on the prospective Tenant as appropriate. This will be via an independent credit referencing agency. This will include immigration status checks on the prospective Tenant and all adult occupiers prior to the start of the tenancy only. Any follow up checks required to comply with The Immigration Act 2016 will be the landlords responsibility.
- (iv) Preparing or administering an appropriate Tenancy Agreement for signature by both parties.

In the case of an Assured Shorthold Tenancy you must serve a Section 21 Notice on the Tenant no later than two months prior to the Tenancy end date in order that you may obtain possession of your Property.

Please note: The Section 21 Notice cannot be served in the first four months of the initial Tenancy. If the Prescribed Information is not correctly served a Court will not be able to grant you possession of your property. We do not do this on your behalf with this level of service.

- (v) Creating a thorough Inventory of Contents and Schedule of Condition of the Property, a copy of which will be supplied to you and to the Tenant at the start of the Tenancy. This is subject to an additional fee and may be provided by a third party.
- (vi) The Tenant will be provided with a copy of the Inventory at the start of the Tenancy to confirm the contents and condition of the Property.

It is the Landlord's responsibility to check and verify the condition of the Property at the end of the Tenancy against the inventory and assess any deductions from the Tenant's Deposit.

- (vii) Notifying the appropriate Council Tax office of the change of Occupier at the commencement of the Tenancy.
- (viii) Arranging for the required Safety inspections and resultant works which may be identified as appropriate prior to the commencement of the tenancy to ensure your Property complies with current safety legislation.

You will be responsible for the contractor's charge levied for this inspection and any resultant necessary works.

You will be solely responsible for arranging the subsequent annual Safety inspections throughout the tenancy.

- (ix) At this level of service WE DO NOT receive or administer rental payments on behalf of the Landlord (other than the initial rental payment at the start of the Tenancy), nor do we undertake receipt of the Tenant's security deposit on behalf of the Landlord unless requested to do so.
- (x) In the case of an Assured Shorthold Tenancy, the Landlord and Agent is required by law to comply with the Compulsory Tenancy Deposit Protection regulations under the Housing Act 2004.

For Assured Shorthold Tenancies under our Let Only Service the Tenant's security deposit will be paid by the Tenant directly to the Landlord who is solely responsible and liable for safeguarding the security deposit in compliance with the regulations.

### **Tenancy Management Service**

In addition to the let only service, our Tenancy Management Service is designed to cover all aspects of the money, and tenancy management process.

This service includes: -

- (i) Applying for references on the prospective Tenant as appropriate. This may be via an independent credit referencing agency.

This will include immigration status checks on the prospective Tenant and all adult occupiers prior to the start of the tenancy and where necessary during the term of the Tenancy.

- (ii) Arranging for the required Safety inspections and resultant works which may be identified as appropriate prior to the commencement and throughout the tenancy, to ensure your Property complies with current safety legislation.

You will be responsible for the charges levied by the contractor for these inspections and any resultant necessary works.

- (iii) Receiving and registering the Tenant's security Deposit throughout and until the termination of the Tenancy. This is subject to an additional fee.

At the end of the Tenancy we will conduct a check-out inspection against the Inventory on your behalf. A report detailing any missing items or damage not due to fair wear and tear will be forwarded to you and the Tenant for action and costing. This is subject to an additional fee, and may be provided by a third party.

Please note that at this level of service **WE DO NOT** assess, or negotiate between the parties in relation to, any costs due to the Landlord from the Tenant's security deposit.

We are unable to apportion any monies from the Deposit without the approval of both the Landlord and Tenant.

- (iv) Receiving rent from the Tenant on your behalf and forwarding this to your bank less our fees and any other appropriate deductions.

Wherever possible Tenant rent payments will be made by direct debit or standing order. We will endeavour to account to Landlords with rent received net of deductions via bank transfer within 7 days of receipt of cleared funds into our management account.

Where rent payments are accepted by cheque banking arrangements require us to allow 5 working days for cheques to clear before monies can be transferred to your account.

Any rent paid in advance of the due date will be held in the client account belonging to "Newton Huxley Ltd" (The Client Account Service Provider) and paid to the Landlord when rent becomes due unless otherwise agreed by both the tenant and landlord.

We are not liable for any rent or non-payment of any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.

When you sign these Terms and Conditions you are agreeing to advise us immediately you should become aware of, and to return within 7 days, any overpayment of rent having been received.

- (v) If required and applicable we will prepare the relevant documentation to formalise the extension or renewal of the Tenancy which you may agree with the Tenant. This is subject to an additional fee.
- (vi) If instructed we will serve any applicable notices on the Tenant required to lawfully bring the Tenancy to an end. This is subject to an additional fee.
- (vii) If requested, we will visit the Property as instructed by you during the term of the Tenancy and report on the condition of the Property and the progress of the Tenancy. This is subject to an additional fee.

This visit is not a structural survey and we are only able to report on the apparent visual condition of the Property and contents.

We cannot accept any responsibility for hidden or latent defects or for failure to notice anything concealed from us.

- (viii) At the end of the Tenancy we will conduct a check-out inspection against the Inventory on your behalf and organise any necessary cleaning, repairs or replacement to prepare the Property for a new Tenancy or for return to you. This is subject to an additional fee, and may be provided by a third party.

A report detailing any missing items or damage not due to fair wear and tear, together with a statement of any proposed deductions assessed as being due to you from the Deposit, will be forwarded to you and the Tenant for approval.

We are unable to apportion any monies from the Deposit without the approval of both the Landlord and Tenant.

When you sign these Terms and Conditions instructing us to act as your Managing Agent you are confirming our authority to release the balance of the Tenant's Deposit monies as outlined in that statement in the event that we do not hear from you to the contrary within 21 days of the termination of the Tenancy, provided we have received Tenant's confirmation of approval.

**NB:** this does not apply to deposits held in accordance with the Compulsory Tenancy Deposit Protection Scheme.

-Notifying the utility companies on your behalf of the change of user for electricity, gas, and water services at the start of the Tenancy. We do not administer payment of utility bills.

- (ix) We have authority to arrange for the remedy of defects which are the responsibility of the landlord under the tenancy, that come to our notice or are notified to us by the Tenant and deal with routine repairs up to a maximum cost of £450 inclusive of VAT (£375 plus VAT) per item.
- (x) If major work is carried out (for example, redecorating, installing or arranging furnishings, fitting curtains and carpets or other work costing more than £1,000), we charge a project management fee of 10% + VAT of the cost of the work involved, where cost of works exceeds £5,000 this charge will increase to 15% + VAT . This covers supervision and inspection. You would also have to pay for any professional fees (for example, for structural engineers) on top of this.
- (xi) Our responsibility in relation to property maintenance, ends where the landlord's liability ends as our role is in managing the "tenancy" not the land (property).

The service also does not extend into the realm of "land management", specialist works, such as Tree surgery, also for clarity not to include the management of trees protected under a TPO (Tree Preservation order), conservation order or other protection nor to include Hedge cutting, Land Drainage, Pool, lake or water feature management, swimming pool maintenance, livestock protection or care, Livestock or Agricultural area management, gymnasium repairs etc.

Our Tenancy management Service also does not include the management or instructional responsibility to any of the landlords on site staff, or overseeing of the staff such as caretakers, cleaners, concierges, changeover teams etc.

It is also the landlord's responsibility to maintain all the services to the property, such as water, gas, electric, and drainage, it is our responsibility within the property but not outside (with the exception where the tenants actions may have got these cut off).

Also not to include any planning or legal work, such as we are not required as part of our service to identify or clarify responsibilities as to who owns what, such as ownership of adjoining land, who's drains are where nor is it our responsibility to either identify if there are such TPOs on tress, if a property is in a conservation area or if it is listed, prior to organising works. It is the duty of the landlord to notify us of such matters and not to expect us to get involved in the identification of such legalities.

We will seek your approval and if necessary obtain and submit estimates to you (maximum of 2 separate quotes) for any relevant works for which we cover and you for the cost.

However when you sign these Terms and Conditions you are confirming that in the case of an emergency we have your authority to act as agent of necessity and undertake such necessary maintenance to protect and secure your Property even if such repairs exceed £300 inclusive of VAT (£250 plus VAT) per item.

- (xii) Submitting regular detailed statements of account to you relating to all transactions undertaken on your behalf.

## **Tenancy and Property Management Service**

In addition to our tenancy management service, our tenancy and property management service is designed to cover all aspects of property management.

- (i) Cost per square foot (sq ft) analysis, a financial assessment conducted by property managers to evaluate and compare the operational expenses associated with managing different properties. This analysis is particularly useful for commercial properties, office spaces, retail outlets, and other real estate assets where the cost efficiency of space utilisation is a critical factor.
- (ii) Advising on refurbishments and valuations which typically involves improvements to interior and exterior elements, such as flooring, fixtures, and decor, with the aim of revitalising the property and realising the maximum rent on investment. Whether it's a residential dwelling or a commercial establishment, refurbishment encompasses modernisation and restoration to align with contemporary standards and preferences.
- (iii) We will arrange for the assessment and determination of the monetary worth of a property, conducted by qualified professionals known (typically a RICS surveyor). In the UK property market, valuations play a crucial role in establishing the market value of a property for various purposes, including sales, purchases, mortgages, taxation, and financial reporting. Valuers consider factors such as location, condition, size, and comparable sales in their analysis, providing an essential service for property owners, buyers, and financial institutions alike.
- (iv) We will make necessary arrangements for roof maintenance which involves regular inspections and upkeep to ensure the integrity of the roofing structure. Responsibilities include monitoring for leaks, inspecting and repairing damaged or missing shingles or tiles, clearing debris from gutters and drainage systems, and addressing any issues related to flashing or seals.
- (v) We will make necessary arrangements for footings maintenance which involves regular inspections for signs of subsidence or settlement, addressing issues related to soil erosion, and ensuring that drainage systems around the footings are functioning effectively. Timely repairs and preventive measures help mitigate potential structural problems, preserving the integrity of the building's foundation and safeguarding the long-term value of the property.
- (vi) We will conduct the assessment and allocation of funds for various elements of a building project, including materials, labour, permits, design, and contingencies.
- (vii) We will coordinate various elements of a construction project as required, overseeing operations, and liaising with stakeholders to achieve project objectives.

## **Hourly Rate**

For any work carried out outside of the contract terms an hourly rate will be payable by the landlord to the agent. The rate will vary depending on the level of staff member required.

## General Data Protection Regulations

To carry out the terms of this agreement, there are times when your information will need to be shared with relevant parties, such as your tenants and contractors to carry out works on your behalf, utility companies, local councils, government organisations etc.

We may also contact you to offer assistance or other services, which may benefit you, and for this purpose, we must draw your attention to our Privacy Policy, which is displayed on our website.

When the Landlord's property is let, gas and electricity will be provided by the incumbent Energy Supplier.

One Utility Bill will never contact the Landlord directly and will not hold any personal details longer than necessary, in line with our [Data Retention Policy](#). Your information will be stored securely and handled in a lawful manner as explained in our Privacy Notice found on our Website.

The Landlord agrees that Newton Huxley Ltd may pass personal details and details of the property to One Utility Bill for the purposes of:

- Registering the property under the name of "the occupier" with the incumbent water supplier.
- registering the new Tenancy details for gas, electricity, water and council tax.
- Informing the incumbent suppliers of the liable party for any void periods

One Utility Bill will use the Landlord's details only for the purposes set out above and not in any other way.

One Utility Bill and Newton Huxley Ltd will comply with their obligations as a data controller and/or data processor (as appropriate) under the General Data Protection Regulation effective, as of the 25th May 2018 and will handle Landlord's data in the manner set out in our [Privacy Notice](#).

## Termination of this contract

The Agreement detailed in these Terms and Conditions may be terminated for any reason by either party serving no less than one month's prior written notice of their intention to terminate under the following conditions:

- (a) Such notice must expire in line with the end of a rent payment period.
- (b) If such intent to terminate is as a result of a breach or default of these Terms & Conditions, the party in breach or default will be given 30 days from the service of notice to remedy the breach or default, upon which the Agreement will continue.
- (c) This Agreement will be immediately terminated in the event of the insolvency or bankruptcy of the Landlord or at commencement of any legal proceedings by Mortgage Lenders or others to take repossession of the property.

- (d) In the event of the Landlord terminating the Agreement after the commencement of the tenancy, an administration fee equivalent to one month's rent plus VAT will be payable to us.

Such fee will be payable within 7 days of the termination of the Agreement whether demanded or not.

- (e) In the event of the Landlord terminating the management service of the Agreement and reducing to a Rent Collection service, an administration fee equivalent to 75% of one month's rent plus VAT will be charged and be immediately payable by you.
- (f) In the event that either party terminates this Agreement it shall be without prejudice to any claim by either party against the other in respect of any monies due to any breach of the terms outlined in this document.
- (g) If management is ceased due to landlord negligence, breach of contract or not abiding by the terms of a selective license or proposed Mandatory HMO licence, you will be charged the termination fee of 1.5 times the month's gross monthly rental plus VAT.

#### **Rent Guarantee and Legal Protection – Available only on Fully Managed service.**

For Landlords who wish to protect their rental income we can purchase a Rent Guarantee product via Rightmove and note you as having an "interest in" this policy. Having an interest in this policy means that you may be able to benefit should a successful claim be made.

Brief details of the product are below:

- Rent paid until vacant possession up to £50,000
- 100% of rent paid up to £2500pcm
- Legal expenses paid
- Property damage cover
- No excess
- No "no claims" period
- Notices served
- Cover for alternative accommodation and storage

Should the need for a claim arise then the charge detailed in the attached fees/charges sheet will become applicable.

#### **Overseas Landlords.**

Any person or organisation receiving income from a property situated in the UK may be liable for tax on that income, whether or not his normal place of abode is inside or outside the UK and is required to disclose such income to HM Revenue & Customs and keep all records for up to six years. We recommend that the services of a Chartered Accountant are used to ensure all allowable outgoings can be offset against tax.

In accordance with the **Finance Act 1995**, Agents are required to deduct tax at the basic rate from rent monies they receive on behalf of a Landlord resident overseas net of expenses prior to paying these monies to the Landlord.



Agents are required to pass monies withheld to HM Revenue & Customs quarterly and at the end of the tax year. If there have been excess payments Landlords can, on submission of detailed paperwork, apply to HM Revenue & Customs for a rebate.

Please note that this same requirement is also placed on tenants who pay rent directly to most overseas Landlords.

HM Revenue & Customs do allow a system of Self- Assessment whereby all overseas Landlords may apply to HM Revenue & Customs for exemption. If granted the Agent is issued with an Exemption Approval Number which permits passing the rent monies to the Landlord without deduction of tax.

We strongly recommend that you apply for Self-Assessment and we can provide you with the appropriate application form.

Should you not wish to apply, or if you are refused exemption, we are obliged to withhold tax as described above. All sums withheld will be paid into a non-individually designated client's tax holding account. Any interest which may accrue in respect of these monies before they are remitted to HM Revenue & Customs will be retained for our own account.

The Agent is obliged to inform HM Revenue & Customs of any Landlord who is resident overseas.

When you sign these Terms and Conditions you are confirming that you have informed us of your true residency status and that you will notify us within 14 days if this changes.

### **Termination of Tenancy**

Termination of an Assured Shorthold Tenancy to regain possession of your property at the end of an assured shorthold fixed term tenancy you **MUST** give the relevant period of notice to your tenant and have provided (with proof) all relevant prescribed information at the outset of the tenancy.

Please see general information on the Deregulation Act 2015.

Please note: The tenant can vacate at the end of a fixed term tenancy without giving notice. However, within a statutory periodic tenancy, the tenant must give one period's notice to end the tenancy. One period is calculated in accordance with the tenancy date. (See below).

#### Termination of a Non-Housing Act Tenancy

A company tenancy, a tenancy with a resident landlord, a tenancy where the rented property is not the tenant's principle residence will end according to the dates contained within the initial fixed term of the agreement, called the "effluxion of time."

Although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one month's notice will suffice

If the tenant remains in the property and no replacement fixed term tenancy is put in force, so the original tenancy becomes a periodic or rolling tenancy, you must serve a notice to quit giving one period's notice to end the periodic tenancy.

### **Serving Notices**

If we are required to serve Notices on the tenant on behalf of the Landlord in relation to the re-possession of the property (eg Section 8 Notice or Section 21 Notice) or any other Notice instructed by the Landlord, an administration fee for each Notice as detailed in the attached Fees & Charges Sheet will be charged. **This fee only applies to Landlords under our Let Only and Rent Collection Service and reservice following expiry of a previously served notice under the Fully Managed service.**

### **Landlord and Tenant Act 1985 (Section 47)**

We are obliged to include your full name and address on all rent demands (tenancy agreements).

If your address is outside England and Wales, then we must provide the tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on you.

Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our management department if we are managing the property.

### **Landlord and Tenant Act 1985 (Sections 1 and 2)**

If the tenant makes a written request for your actual address, where-so-ever in the world you may be, it is a criminal offence to withhold the information and it must be provided within 21 days of receipt of the request, otherwise you may be liable, upon conviction, to a maximum fine of £2,500. If you, as the landlord, are a limited company or body corporate, upon written request by the tenant you are obliged to provide the name and address of every current director and company secretary within 21 days or you could face a further fine of up to £2,500.

### **Home (Fitness for Human Habitation) Act 2018**

On 20th March 2019, the Homes (Fitness for Human Habitation) Act came into effect.

This Act made changes to the Landlord & Tenant Act 1985, and requires all landlords to ensure residential properties are put and kept in a condition fit for human habitation both before they are let and during a tenancy.

This will apply to all private sector tenancies.

### **Inventory and Schedule of Condition**

We recommend that all our landlords have a professional inventory which the tenants are checked into the property against.

Please note: if you do not have an unbiased, comprehensive document prepared by a qualified inventory clerk, checked and agreed by the tenant at the outset of the tenancy, and the tenant does not agree with the deductions you require at the end of the tenancy, you may be unable to prove your case to the deposit schemes independent adjudicators, and may therefore be unable to withhold money from the tenant's deposit. You will be responsible for all inventory costs.

The inventory clerk will not move or lift heavy items and is not required to test any gas or electrical appliances or enter into loft spaces.

### **Local Housing Allowance or Universal Credit**

In the event of you agreeing a Tenancy to a Tenant receiving Local Housing Allowance (LHA):

- (i) We shall receive the rent on your behalf in accordance with the relevant Council's practise and forward this to your bank less our fees and other appropriate deductions.
- (ii) Any rent paid in advance of the due date will be held by us in our client account and paid to you when the rent becomes due.
- (iii) We are not liable for any rent or non-payment or any other of the Tenant's and/or Occupiers' liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.
- (iv) When you sign these Terms & Conditions you are agreeing to:
  - (a) Notify us immediately you become aware of any change in the Tenant's circumstances or of any situation that could lead to an overpayment of rent being made by the Council when it is not due.
  - (b) Advise us immediately you should become aware of and to return to us within 7 days, any overpayment of rent having been received.
  - (c) Immediately return to us any money or rent forwarded to you that we have received from the Council on your behalf in the event of a Clawback claim from the Council.
  - (d) We reserve the right to hold on account monies paid to us by the council where we feel there may be a potential clawback from the council.

### **Immigration Act 2014**

Under the above Act, with effect from 1st February 2016, all Landlords have a legal duty to confirm the immigration status of all Occupiers within their property.

The Right to Rent scheme requires all Landlords to check the nationality and visa status of potential Tenants and occupiers (ie all adults who are intending to live at the property, not just those named on the tenancy agreement), before agreeing a new tenancy.

Where a tenant has a limited time to remain a follow up check must be conducted either at the end of the visa or 12 months after the original Right to Rent Check which ever is the later. If the tenant fails to provide evidence of extended right to reside then the landlord or Agent must inform the Home Office. Landlords are liable to a financial penalty of up to £3,000 per person (or up to five years in prison) if they let the property to an illegal migrant having failed to conduct the specified document check.

A Landlord may transfer responsibility for performing the checks to an agent.

Please note that the penalty for non-compliance is up to £3,000 per occupant.

If we do not provide a rent collection, fully managed service then it is your responsibility to undertake further Right to Rent check where applicable.

### **The Deregulation Act 2015**

Several important changes came into effect for all new assured shorthold tenancies in England which started on or after 1st October 2015:

- new restrictions on serving Section 21 notices early and a new template section 21 (6A) form to use.
- the new rules also remove the need for you to specify that a tenancy must end on the last day of a rental period. Unless the tenancy started on a periodic basis, without any initial fixed term, where a longer notice period may be required depending on how often the tenant is required to pay rent (for example, if the tenant pays rent quarterly, they must be given at least three months' notice, or, if they have a periodic tenancy, which is half yearly or annual, they must be given at least six months' notice which is the maximum)
- the new Section 21 (6A) notices will automatically expire after six months

You will not be able to serve a Section 21 notice on tenancies that begin on or after 1st October 2015 unless you have provided the tenant with the following information PRIOR TO THEM TAKING OCCUPATION OF THE PROPERTY:

- a valid Gas Safety Certificate covering all fixed, as well as portable, gas appliances provided by you for the tenant's use
- the Energy Performance Certificate (EPC)
- "How to Rent - the checklist for renting in England". The most up-to-date version of the document should be given BEFORE the start of a New Tenancy

### **Entitlement to our Fees**

- (i) Our fees become payable once a tenancy is entered into with a tenant introduced by us or any party associated to the tenant.
- (ii) We will retain our fees from monies received by virtue of this Agreement of these Terms and Conditions.
- (iii) Payment of all other sums due to us is due upon delivery of invoice or may be deducted by us from monies coming into our hands and belonging to the Landlord.
- (iv) We shall be entitled to our fee if we let the property whether instructed verbally or in writing.
- (v) Should the tenant exercise a release clause our fee will be payable up to and including the last lawfully due rent payment and will cease to be applicable thereafter.
- (vi) In the event of the tenant ceasing to pay rent for whatever reason other than the legitimate exercise of a release clause the fee due to us will remain due and payable upon demand.
- (vii) No refund of any fees received in advance will be given should the tenant cease to pay rent for whatever reason other than the legitimate exercise of a release clause.

- (viii) Any sums due to us by yourself under these Terms and Conditions shall, if not paid on the due date, be subject to interest at the rate of 4% above base rate of the Bank of England from time to time, which shall accrue on a daily basis from the date such sums become due until payment.

#### **Withdrawal from offer**

- (i) Should you instruct us to proceed with a proposed tenancy at your property based on an offer from a tenant introduced by us which you accept and you subsequently withdraw such instruction, we will require you to meet our reasonable expenses incurred in the intervening period (subject to a minimum of £1000 including VAT).
- (ii) However, you will not be responsible for such costs if your reason for withdrawing from the transaction is as a result of the references on the proposed tenant proving to be unsuitable or if the tenant withdraws from the transaction prior to completion.

#### **Holding Deposit**

- (iii) For the avoidance of doubt, in the event of a withdrawal by yourself or by the tenant as described in (ii) above, you will not be entitled to any retained Holding Deposit paid to us by the tenant. Such monies will be retained by us to meet our reasonable expenses incurred in the intervening period in processing the proposed tenancy.

#### **Float**

If your tenant pays their rent in advance, for example six or 12 months in one lump sum at the start of the tenancy, and the whole amount is paid over to you, we will retain a maintenance float of £1000, as there will not be any rent coming in on a monthly basis to pay for repairs, and it is not possible to instruct contractors to carry out work unless money is held against the property to cover the final bill.

#### **Commissions from 3<sup>rd</sup> Parties**

In the normal course of business we will be offered commissions by third parties, such as insurance companies or contractors, to whom we might introduce our clients' business. We will at all times select such companies only on the basis of their competence and/or availability. If we are satisfied that our clients' interests are not adversely affected then we will be entitled to receive for our own benefit, and not account for them to our clients, all normal trading commissions up to 20%.

#### **Our Liability for Contractors**

All contractors, whether arranged by us or by you, are engaged on your behalf.

Although we will, on request, instruct the works we cannot accept responsibility or liability for them. We will only use contractors that have provided us with adequate insurance cover and accreditations.

Please note: we do not instruct or converse with landlords own contractors. Any such instruction to any contractor not on our books must be given by the landlord.

#### **Agent of Necessity**

We reserve the right to undertake repairs without notice to you if you are either unavailable, after reasonable enquiry, or we consider the repair to be an emergency. In these circumstances if we act as “agent of necessity” you undertake to fully reimburse us, upon demand, for any shortfall over any monies we hold.

### **Maintenance**

We have authority to arrange for the remedy of defects which are the responsibility of the landlord under the tenancy, that come to our notice or are notified to us by the Tenant and deal with routine repairs up to a maximum cost of £450 inclusive of VAT (£375 plus VAT) per item.

Where quotes are required, we will seek your approval and if necessary obtain and submit estimates to you with a maximum of 2 separate quotes.

### **Empty Property Management Service**

Our Letting and Management Services do not apply when the property is vacant. Our Empty Property Management Service is available for properties which are vacant before or between tenancies, awaiting Landlord re-occupation or awaiting completion of sale.

This service is only available for properties within our Letting and Management Service and for which we are the only key-holder.

The standard service includes:

- (i) key holding
- (ii) visiting the property once per week to conduct a visual check on the condition
- (iii) supervising the appropriate central heating routine
- (iv) arranging for routine maintenance and minor repairs to a maximum cost of £300 inclusive of VAT (£250 plus VAT) per item. A float of £300 is required.
- (v) re-directing mail found by us at the property

Our monthly fee for this service is £300 including VAT, and is payable in advance. If required further duties can be arranged at an additional cost

### **Consents and Checks**

Below are the documents we require from all landlords in order to let their property

- Photographic ID for each legal owner
- Proof of address for each legal owner
- Evidence of Ownership

### **Rent Payments**

Wherever possible Tenant rent payments will be made by direct debit or standing order. We will endeavour to

account to Landlords with rent received net of deductions via bank transfer within 7 days of receipt of cleared funds into our management account.

Where rent payments are accepted by cheque banking arrangements require us to allow 5 working days for cheques to clear before monies can be transferred to your account.

Any rent paid in advance of the due date will be held in the client account belonging to "Newton Huxley Ltd Limited" (The Client Account Service Provider) and paid to the Landlord when rent becomes due.

We are not liable for any rent or non-payment of any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.

### **Type of Tenancy Agreement**

Unless we are instructed otherwise, we will use our standard form of tenancy agreement.

If you wish to use a tenancy agreement not provided by us then you will be responsible for all costs associated and take full responsibility for the agreement and fully indemnify us against any claims.

### **Deposit Protection**

From 1st June 2019, deposits have been capped at five weeks rent for annual rents of less than £50,000, for annual rents of more than £50,000 deposits are capped at 6 weeks rent. Deposits are calculated as follows: monthly rent x 12 ÷ 52 x 5.

Deposits must be registered with an approved deposit scheme within 30 days of the commencement of the tenancy, or from the date the deposit was received, whichever is sooner, and the deposit provider (tenant, guarantor, relevant person etc.) must be provided with the scheme's prescribed information.

It is, however, your responsibility to ensure any changes to the prescribed information are notified to us or direct to your tenant throughout the tenancy period.

If the above is not done, you will not be able to serve a valid Section 21 notice on your tenant to regain possession of your property.

In addition, a tenant can take court action against you for breach of contract, and a judge has the liberty of awarding them up to three times the amount of the deposit paid.

As part of our Rent Collection, Fully Managed service, we will ensure it is registered with and transferred to our DPS Custodial scheme for the duration of the tenancy and the correct prescribed information is served on the tenant (and any relevant person) in accordance with Housing Act legislation. We will also ensure the correct clauses are added to the tenancy agreement.

### **DPS Custodial Deposit Disbursal**

At the end of a tenancy:

- the check-out report will be organised with an inventory clerk if the property is under our Rent Collection, Fully Managed Service
- if the property is under our Fully Managed Service, the deposit negotiations will be carried out on your behalf, including obtaining quotations for any works necessary to cover damage or dilapidations to the property and the dispute paperwork be organised on your behalf
- Once DPS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree
- if the other party responds in the affirmative, the deposit will be repaid as per that agreement within ten calendar days
- if the other party responds in the negative, they can ask for the dispute to be resolved by DPS dispute resolution process
- DPS Custodial will invite us or you to set out the claim and provide supporting documentation such as a copy of the tenancy agreement together with any and all check-in/check-out reports, invoices and quotations.
- DPS Custodial will then invite the tenant to view your evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence in turn o after the evidence gathering process is complete, the case will be sent to one of DPS Custodial's independent adjudicators who will reach a binding decision within 28 calendar days. DPS Custodial will repay the deposit in accordance with the adjudicator's decision within a further ten calendar days
- the adjudicator's decision will be based only on the evidence sent to DPS Custodial; there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to DPS Custodial or to the government department in charge of the tenancy deposit protection schemes
- if the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, DPS will repay the requested amount of the deposit within ten calendar days; the statutory declaration is a sworn legal document confirming the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party. This needs to be signed by a solicitor, we will arrange for this to be carried out for a fee of £126 including VAT.
- should the other party respond to the scheme to say they do not agree to the repayment request, they can ask for the dispute to be resolved through DPS Custodial's dispute resolution process.
- The parties should, in the first instance, attempt to resolve the dispute directly with each other.



- Should the deposit disbursement be required to go to adjudication (landlord/tenant fail to agree) then the fee detailed in the charges sheet attached will become payable.

## **Landlords Obligations and Approval to Let**

### **Property Ownership**

Authority to let the property is required from all joint owners, all of whom will be named on the tenancy agreement. Where any party comprises more than one person, the obligations and liabilities of that party under this agreement shall be joint and several. This means that all joint owners are obligated and liable for the tenancy agreement. In the event that you sell the property to a third party whilst the tenant remains in occupation, you WILL remain liable for our letting fees for the duration of the tenancy, unless, to our satisfaction, you procure the new owner of the property to enter into an agreement with us on similar terms to this, or a mutual release from your obligations to us is negotiated.

At this time we will release you in writing from further liability to pay our fees under this agreement.

Under section 3 of the Landlord & Tenant Act 1985, it is your responsibility to write to and inform the tenant of change of ownership, and give the new details for notice to be served within a maximum period of two months from change of ownership, otherwise you will remain liable for your contractual obligations as a landlord for the term of the tenancy.

We will require proof of ownership for the property you intend to rent.

Please ensure we have a copy of your land registry title deed or have sight of a solicitor's letter confirming ownership.

### **Mortgage Approval**

Where the property to be let is subject to a mortgage, permission is required from the mortgagee to let or sublet the property.

Please note that applying for permission after a tenant has been found could prejudice the tenancy.

If there are any additional clauses that the lender requires to be incorporated into the tenancy agreement, then you agree to inform us of these prior to the tenancy agreement being drawn up or you may incur an additional administration charge for amendments to be made.

In particular, make sure you are allowed to accept non-housing act tenancies or housing benefit tenants or agreements for longer than 6 months, as some Mortgagees do not allow these.

### **Freeholder Consent**

If you are a leaseholder rather than a freeholder (usually flats/maisonettes, where you pay a ground rent or service charge to a third party), it is essential that:

- the intended let is permitted by your lease
- the intended let is for a period expiring before the expiry of your lease
- your landlord's written permission is obtained prior to the subletting
- you provide us with the relevant schedule to ensure any clauses within your lease are advised to the tenant and included or attached to the tenancy agreement

## **Non-Resident Landlord scheme (NRL)**

The NRL scheme operates for rental income paid on or after 6th April 1996 and replaces the old rules under the Taxes Management Act 1970.

We will deduct tax from your rental income (currently at a rate of 20%) unless written notification to the contrary is received from HM Revenue and Customs (HMRC) in the form of an approval certificate.

An approval certificate will allow you to receive all rental income due without deductions to cover tax liabilities, and you can apply for this by completing an NRL1 form, which is available from HMRC.

You can apply for approval if:

- your UK tax affairs are up-to-date
- you have never had any UK tax obligation
- you do not expect to be liable to UK tax

Our Non-Resident Landlord Scheme number is **NA055157** .

If you do not have an approval certificate at the outset of the tenancy, we or your tenant (depending on who the tenant pays the rent to) will be required to withhold and pay the tax due on your behalf.

This tax deduction will continue if approval has not been received within 30 days of each quarter.

Whilst your eventual liability for tax may be less than the amount forwarded to HMRC, we will not be liable for refunds, and you will need to liaise with HMRC directly.

All tax deducted and held pending quarterly assessment will not earn interest on your behalf.

Quarters end on 30th June, 30th September, 31st December and 31st March.

## **Energy Performance Certificate**

Since 1st October 2008, under the Energy Performance of Buildings Regulations 2007 (amended 2011) all rental properties in England and Wales are required to have an EPC prior to letting.

## **Minimum Energy Efficiency Standard (MEES)**

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 - commonly known as the Minimum Energy Efficiency Standards, or MEES - are a set of legal requirements that aim to improve the energy efficiency of private rented properties across the UK.

The Minimum Energy Efficiency Standards will apply to all rented properties with a valid EPC, both domestic and non-domestic, in England & Wales with leases of longer than six months.

Under MEES, buildings in England or Wales must achieve at least an 'E' rating on their Energy Performance Certificate for them to be leased or rented.

## **Landlord Insurance Obligations**

The property and its contents should be comprehensively insured to include third-party liability and occupier risks and public liability, as well as cover furnished lets if applicable.  
It is the tenant's responsibility to arrange insurance for their own personal belongings.

Just because you let your property unfurnished doesn't mean it's empty, and as a landlord you could be exposed to more risks than you realise.

It is your responsibility to ensure your insurance meets your needs required.

### **Fitness for Human Habitation (HHSRS)**

The fitness for human habitation rules under the Housing Act 1985 have been replaced by the more extensive and complicated provisions of Part 1 Housing Act 2004. These provide a new system for assessing housing conditions and enforcing housing standards called the Housing Health and Safety Rating System (or HHSRS for short). There are 29 hazards, and each hazard is assessed separately. If judged to be serious, with a high score, it is deemed to be a category 1 hazard.

The Homes (Fitness for Human Habitation) Act 2018

Came in to force on 20th March 2019, and extends landlords' obligations contained in the Landlord and Tenant Act 1985 ("the LTA 1985") to ensure rented property (both social and private) is "fit for human habitation" at the beginning and throughout the duration of the tenancy.

The Act extends this requirement to include any common areas of a building in which the property forms a part of, and the landlord has an interest in, for example the common parts of a HMO or block of flats owned by the landlord.

The Act applies to all social and private sector landlords or agents acting on their behalf and covers all tenancies in these sectors.

One of the key areas that landlords can always improve on is record-keeping. It is often the case that repairs are completed (or a tenant fails to give access) but this is not recorded sufficiently in a landlord's records, so it can be impossible to demonstrate that a landlord has carried out its duties diligently. It is essential that repair history records and systems are up-to-date, and record information accurately and in a way which is easy to understand. Ultimately, these records will be scrutinised by solicitors and the court, so it is important they are accurate.

Under our Fully Managed service you can rest assured that we have full records of maintenance issues recorded on our software.

### **Statutory Repair Obligations**

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 places an obligation on Landlords to keep in good repair and proper working order:

- (i) installations for the supply of water, gas, electricity and installations for sanitation including basins, sinks, baths and sanitary conveniences and
- (ii) installations for space and water heating and
- (iii) the structure and exterior of the property including external drains, gutters and pipes.

The Landlord's managing agent has a duty to ensure that the Landlord complies with these

obligations.

**Managed Properties:** When you sign these Terms and Conditions and instruct us to act as your managing agent you are confirming your permission for us to maintain your property in compliance with the provisions of the above Act.

**Non-Managed Properties:** Where you elect not to instruct us to manage your property you must provide the tenant at the commencement of the tenancy with the details of who he must notify in the event of any maintenance problems at the property.

## **Safety Regulations**

### **The Gas Safety (Installation and Use) Regulations 1998**

Gas safety is important and you need to ensure all gas appliances are fully maintained and inspected annually for their safety and suitability. By law, a Landlord's Gas Safety Report MUST be carried out annually by a Gas Safe Engineer.

A copy of this report MUST be given to EVERY INDIVIDUAL TENANT prior to the start of tenancy or within 28 days of its renewal during the tenancy and you must keep evidence of service to the tenants.

Records MUST be kept for a minimum of two years.

When you sign these Terms and Conditions you are agreeing that in order to comply with these regulations and to facilitate timely commencement of the tenancy, the required inspections will be arranged by us on your behalf prior to the start and throughout the term of the tenancy.

You are also agreeing that the Gas Safe engineer will be instructed to automatically undertake, without further reference to you, any Grade 1 or Grade 2 works identified as necessary for compliance with the regulations.

Penalties for non-compliance are: six months' imprisonment and/or £5,000 fine.

### **Electric Safety Standards in the Private Rented Sector (ENGLAND) Regulations 2020**

The landlord must ensure that a valid electric installation condition report (EICR) is provided to the tenant prior to their occupation of the property and at least every five years thereafter.

When you sign these Terms and Conditions you are agreeing that in order to comply with these regulations and to facilitate timely commencement of the tenancy, the required inspections will be arranged by us on your behalf prior to the start and throughout the term of the tenancy.

Penalties for non-compliance is a maximum fine of £30,000.

### **The Smoke and Carbon Monoxide Alarm (England) Regulations 2015**

With effect from 1 October 2022 Landlords are required to provide:

**A Smoke Alarm** on every storey (floor) of their property on which there is a room used wholly or partly as living accommodation. Under the proposals, a bathroom or lavatory is classed as a room

used for living accommodation and a room covers halls or landings. Stairways are also included in the regulations eg for maisonettes or flats above shops where the flat is on the first floor but you enter via stairs on the ground floor a smoke alarm will be required in the stairwell

**A Carbon Monoxide Detector/Alarm** in any room which contains a fixed combustion appliance (excluding gas cookers) and where solid fuel is burnt, such as wood, coal or biomass and this includes open fires. It does not include oil or LPG.

We strongly recommend that in addition Landlords should also consider that fire blankets and fire extinguishers are provided in the kitchen.

Landlords have the responsibility to ensure that the alarms/detectors are in working order when they are installed and also to test them on the first day of each new Tenancy.

If the smoke alarm is battery operated the Landlord should make sure the batteries are working on the first day of the tenancy. Landlords are also required to attend to any faults reported by the Tenant during the Tenancy.

We recommend a written record is made of the test, any defects found need to be addressed before the tenancy can start.

If you do not instruct us to manage your property you must provide the Tenant at the commencement of the Tenancy with the details of who to notify in the event of any maintenance problems at the property.

If these items are not already provided in your property we can arrange this on your behalf and at your cost. We make no additional charge for so doing, although you will be responsible for the cost and installation charge of devices.

When you sign these Terms and Conditions you are agreeing to our arranging for the supply and installation of smoke alarms and carbon monoxide detectors as applicable on your behalf and at your cost if these are not already available to the property.

### **The Furniture and Furnishings (Fire Safety Amendment) Regulations 1993**

The legislation was changed in 1993, you MUST make sure all furniture is fire resistant and complies with current regulations. If it does not, you could be liable for prosecution. Please remember that, even if you store items in a shed, garage or cordoned-off section of the loft, which the tenant does not have and is not allowed access to, these items MUST still adhere to the legislations.

Items must still comply with the legislation, even if you sell them to the tenants.

Please ensure all items have a safety label STILL ATTACHED (unless stated otherwise).

For those items without a compliance label, receipts showing the purchase date for all items manufactured after 1st March 1989

### **Legionella**

In accordance with the Code of Practice issued by The Health & Safety Executive regarding control of legionella bacteria in water systems, Landlords and their Managing Agents are required to ensure that risk from exposure to legionella from all water systems in residential rental premises is controlled.

When you sign this contract with us you are confirming that you believe the property is safe and free from any such bacteria, and that you are responsible for the ongoing safety of the property.

You also confirm that where we are instructed to act for you under our Management Services, you will allow us to take any necessary steps at your cost if a problem is suspected or found at the property during the course of the tenancy.

### **Consumer Protection**

Under the Consumer Protection Act 2008, the landlord and the agent have a legal responsibility to fully notify the “average consumer” of anything which is likely to cause them to take a “different transactional decision”

This applies not only to your tenant but also to prospective tenants, including anyone enquiring about your property from an advertisement, website, newspaper, To Let board, etc.

#### **Different Transaction Decision**

This applies not only to your tenant, but also to prospective viewers of your property. For example, if a viewer travels some distance and then finds the property is unsuitable because of something which should have been disclosed at the time of booking the viewing appointment. What Should Be Disclosed? Put yourself into the consumer’s shoes and think about anything which might put you off renting the property, other than personal opinion (of decor, style, etc.).

Ensure we are notified, at the time of valuation or instruction of anything which is not obvious, and is something a prospective tenant should be aware of prior to viewing.

Please note: We expect you to notify us of anything you feel could have an effect on the tenant or prospective tenant, and take no responsibility for any actions under the CPR due to negligence for anything which should have been disclosed prior to or during marketing of the property or throughout any tenancy to a tenant whom we introduced.

### **Exclusion of Liability**

We do not employ contractors and cannot be held responsible for any error or omission on the part of any contractor or other third party instructed on your behalf.

Keys held under our management service will be released only to authorised contractors for maintenance purposes.

We cannot forward or hold mail received at the property for you. You must arrange directly with the Post Office to redirect your mail.

The Landlord undertakes to indemnify us against all costs and expenses properly incurred by us in lawfully carrying out our duties on his behalf by virtue of these Terms and Conditions.

If Newton Huxley Ltd reasonably suspect any funds paid or payable under these Terms and Conditions or otherwise represent the proceeds of activities involving criminal acts, we will immediately take such action as is required of us by law.

Newton Huxley Ltd agree to keep in force Professional Indemnity Insurance in compliance with the standards required by and Terms and Conditions set out by the Association of Residential Letting Agents (ARLA).

### **Client Account**

Please note that all income and expenditure received and made by us on your behalf will pass through the client account belonging to Newton Huxley Ltd

The property management and client accounting functions will be carried out on behalf of Concentric Sales and Lettings under contract to Newton Huxley Ltd. Newton Huxley Ltd are a fully bonded and licensed member of ARLA and carry full professional indemnity insurance and client money protection and act as our client account service provider.

**“We” “Our” “Us”** means The Agent, except when referring to the handling of client money, rent or deposit monies this means “Concentric Franchise Ltd” (The Client Account Service Provider)”.

**CONFIRMATION OF LANDLORD INSTRUCTION**

**Please complete and send back to the agent**

Please read the Terms and Conditions of Business and this Landlord Instruction form carefully. If you have any queries please contact us immediately. When you are satisfied that you understand and agree to be bound by all the Terms and Conditions stated please complete this form and return it to us to confirm your instructions.

**RE:** \_\_\_\_\_

**I/WE** \_\_\_\_\_

*(The above names will be shown on the Tenancy Agreement, please advise us immediately if they are not correct or not the names of all the registered owners of the Property)*

hereby appoint Newton Huxley Ltd to undertake the following services and make the following arrangements and act on my/our behalf under the terms outlined herein in their Terms and Conditions but no further or otherwise unless specified in writing.

*(tick as applicable/required)*

- Let Only Service  Property visits every tenancy
- Rent Collection Service  Empty property management service
- Fully Managed Service
- Rent Recovery Plus & Legal Protection Service

Initial Letting Fee.....Monthly Management Fee.....

**I/WE hereby warrant that:**

- I/We are the legal owners and have notified and obtained the consent where necessary of all interested parties of our intention to let the above property.
- I/We are not aware of any building or planning permission in the area that might affect the tenancy and confirm that we will immediately notify Newton Huxley and the Tenant in the event that I/we become aware of such.
- I/We consider the property and any common areas to be safe and there are no major repairs, construction or maintenance works of which I/we are aware due to be carried out to the property or any of the adjoining properties, apart from those already notified to Newton Huxley.
- All furniture and furnishings in the property and included in the letting fully comply with the requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) Regulations 1993.
- Where the property and tenancy is an HMO (House in Multiple Occupancy) I/we have notified the Local Authority and obtained any license required and will provide Newton Huxley Ltd with all related information.
- All gas appliances or installation pipework in the premises fully comply with the requirements of the Gas Safety (Installation and Use) Regulations 1998.
- The property complies or will comply with the requirements of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the tenancy. See F5(d)
- All electrical installations and appliances in the premises fully comply with the requirements of The Electrical Equipment (Safety) Regulations 1994.
- The property complies or will comply with the requirements of the The Electrical Safety Standards in the Private Rented Sector (England) 2020
- I/We will notify, immediately of any change of address or other relevant change in status or circumstance and indemnify Newton Huxley Ltd in respect of all proceedings, claims, losses, costs or expenses which they may suffer or incur as a result of any breach of this Warranty.

Signed By **THE LANDLORD** on Date.....

.....



**NOTICE OF THE RIGHT TO CANCEL THIS CONTRACT  
CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES)  
REGULATIONS 2013**

Where this contract is signed by the client in the presence of the Agent within their home or any other place away from the Agent's business premises, the client has a right if he wishes to cancel the contract within 14 days of the date of this contract and receipt of this Notice.  
This right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice **IN WRITING** to the Agent shown below. You may use this form if you want to but you do not have to. Notice of Cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of electronic communication, from the day it is sent to the Agent.

<b>AGENT'S NAME AND POSTAL ADDRESS</b>	Newton Huxley Ltd 33 Bridge Road, East Molesey, Surrey, KT8 9ER
<b>AGENT'S E-MAIL</b>	
<b>NAME AND ADDRESS OF CONSUMER CLIENT</b>	
<b>ADDRESS OF PROPERTY TO WHICH THE CONTRACT REFERS</b>	
<b>ANY RELEVANT IDENTIFYING REFERENCE NUMBER</b>	

**The form below may be used if you wish to cancel this contract.  
Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT**

**NOTICE OF CANCELLATION**

(Delete as appropriate)

**I/We hereby give notice that I/we wish to cancel my/our contract as identified above.**

**Signed by the Consumer Client(s) named above**

.....

**Date** .....

### Fees and Charges

Service	Cost
Tenancy set-up	£395 + vat (£474 inc vat)
Tenant/ guarantor referencing	£150+ vat (£180 inc vat) per tenant/guarantor
Annual gas safety certificate (CP12)	£125 + vat (£150 inc vat)
Electrical Installation Condition Report (EICR)	£250 + vat (£300 inc vat)
Energy Performance Certificate (EPC)	£125 + vat (£150 inc vat)
Smoke or carbon monoxide alarm installation	£75 + vat (£90 inc vat) single alarm. £125 + vat (£150 inc vat) both alarms
Fire extinguisher and blanket installation	£130 + vat (£156 inc vat)
Property acquisition Service	2% + vat (2.4% inc vat) of purchase price)
Letting advisory workshop	£156 + vat per hour (£187.20 inc vat)
Rent guarantee and legal protection	Subject to quote and monthly rent amount
Tenancy renewal (includes updated sale and letting valuation)	£210 + vat (£252 inc vat)
Inventory, check in and/or check out service	£105-£240 + vat (£126-£288 inc vat) per report subject to size. 50% charge for cancelled/missed appointments.
Mid tenancy inspection	£157.50 + vat (£189 inc vat)
Additional property visit	£105 + vat (£126 inc vat) per hour
Arranging removal of furniture/appliances	£50.00 per furnishing/heavy good + vat (£60 inc vat) maximum charge £150 + vat (£180 inc vat)
Vacant property management	£250 + vat (£300 inc vat) per month
Court attendance	£500 + vat (£600 inc vat) per day/attendance
Bailiff attendance	£300 + vat (£360 inc vat)
Submission of rent guarantee claim	£60 + vat (£72 inc vat)
Onboarding of property management (mid-tenancy)	£500 + vat (£600 inc vat)
Cancellation of management (mid-tenancy)	8.33% of annual rent under current tenancy
Heater or Dehumidifier Loan	£75.00 + vat (£90 inc vat) first 24 hours then £15 + vat (£18 inc vat) for each additional day after
Serving notices (Section 8, 13, 21, 47, 48)	£157.50 + vat (£189 inc vat)
Deposit registration	£99.00 + vat (£118 inc vat) on setup of tenancy £45.00 + vat (£54 inc vat) annually
Deposit claims	10% + vat (12% inc vat) of successful claim amount
Deposit dispute and advice service (arbitration only)	£250.00 + vat (£300 inc vat)
Obtaining statutory declaration	£105 + vat (£126 inc vat)
Key cutting	£75 + vat (£18 inc vat) up to 3 sets, plus cost of key
Duplicate income/expenditure statements	£35 + vat (£42 inc vat)
Overseas landlords where approval not received to receive gross rent	1% + vat (1.2 % inc vat) of gross monthly rent
Sale of property to tenant introduced by Newton Huxley Ltd	1.5% + vat (1.8% inc vat) of purchase price of property
Hourly rate	£105 + vat per hour (£126 inc vat) £156 + vat per hour – Manager/Director (£187.20)

Post forwarding	£52.50 + vat (£63 inc vat) excluding postage cost
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