



CHALFONT ST PETER OFFICE

20 Market Place, Chalfont St Peter,
Buckinghamshire, SL9 9EA – Tel: 01753 480060

FARNHAM COMMON OFFICE

Sherriff House, The Broadway, Farnham Common,
Buckinghamshire, SL2 3QH – Tel: 01753 643555

IVER OFFICE

23 High Street, Iver, Buckinghamshire, SLO 9ND
Tel: 01753 650033

RESIDENTIAL LETTINGS TERMS & CONDITIONS OF BUSINESS 2021



1. SOLE AGENCY MARKETING

By appointing us, you agree that we shall have **sole agency to market the Premises for a period of 8 weeks**. This means that you will be liable to pay Commission to us, in addition to any costs or charges agreed, if at any time, unconditional contracts for the letting of the Premises have been exchanged:

- With a Tenant introduced by us during the period of sole agency; or
- With a Tenant with whom we had negotiations about the Premises during that period; or
- With a Tenant introduced by another agent or any other person, including you, during that period. It is important to note that if you instruct another agent to act as well as Hilton King & Locke, you will be liable to pay the Commission due under this Agreement to us regardless of whether you also owe a fee to the other agent.

Our service includes:

- 1.1 We will advise on the achievable market rent.
- 1.2 Market your property using a range of media sources including property websites and inform suitable applicants.
- 1.3 As and when we have applicants interested in viewing the property, we will either accompany potential tenants to view your property with keys provided by you, or mutually arrange a convenient appointment for them to meet you at the premises.
- 1.4 We will provide regular feedback on viewings and progress with the marketing of your property.
- 1.5 Negotiate offers between you and the applicant and confirm all terms of the offer for your acceptance.
- 1.6 Take up references using a credit referencing agency but not including any charges for company investigations. We can give no warranties to the suitability of a prospective tenant.
- 1.7 Advise on Statutory Obligations e.g. – Gas Safety Record, Energy Performance Certificate, & Safety Regulations.

2. TENANCY SET UP

Our fee in addition to chosen Service is **£240.00 + vat** (£288.00 inc vat) for Tenancy Set up, this is payable for each subsequent tenancy. Upon finding a suitable Tenant, Hilton King & Locke (HKL) will prepare a **Fully Comprehensive Tenancy Agreement** setting out the rights and obligations of both parties. The Set Up fee includes collection of Deposit and registration with **The Deposit Protection Service** and **Anti Money Laundering Checks**, plus the issuing of the relevant documentation in line with current legislation.

3. DEPOSIT

- 3.1 Prior to tenancy move in, we will **Collect a Deposit equal to 5 weeks Rent** paid by the Tenant **or ensure the tenant purchases a Zero Deposit Guarantee (ZDG) equal to six weeks**, and the tenant maintains ZDG throughout the Rental Period in substitution to the cash deposit, both of which may be used against damages and breach of contract by the tenant up to the value of the deposit. The Agent will within fourteen days of the signing of the Tenancy Agreement (or appropriate period as prescribed by legislation) subscribe to one of the designated **Tenancy Deposit Schemes** and shall provide to the Landlord and tenant full details of the scheme including such other information as may be reasonably required.

A charge of £25+vat will be required for registration purposes.

- 3.2 After the Tenancy has been terminated, the Landlord shall use his best endeavours to agree with his tenant what deductions should be made from the deposit and will in any event within ten days of the termination of the Tenancy notify the Agent of what sums/issues remain in dispute.
- 3.3 The Agent will, as soon as reasonably practicable after such notification, refer the dispute to the Administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. The Landlord agrees to provide such co-operation as is reasonably required to assist in resolving any dispute. This obligation does not in any way limit the Landlord's right to make an application to the County Court where appropriate.
- 3.4 Except with the consent of the Landlord's tenant or where there has been a determination made by the relevant Tenancy Deposit Scheme or by a Court of Law, the Landlord accepts that notwithstanding the terms of the Tenancy Agreement, no deductions will be made from the deposit and that they will not be entitled to claim interest thereon.
- 3.5 To comply with the Tenancy Deposit legislation, the agent is a Member of the custodial Tenancy Deposit scheme which is administered by:

The Deposit Protection Service

The Pavilions
Bridgewater Road
Bristol
BS99 6AA
Tel 0844 472 7000
www.depositprotection.com

- 3.6 Where a tenant purchases a **Zero Deposit Guarantee (ZDG)**, Hilton King & Locke use Global Property Ventures Ltd (GPV) trading as Zero Deposit. GPV is authorised and regulated by the Financial Conduct Authority. More information can be found at www.zerodeposit.com. Hilton King & Locke shall be entitled to receive commission payable by Zero Deposit.
- 3.7 The Landlord accepts the ZDG will be subject to the ZDG documentation which will be provided to the Landlord by Zero Deposit and available by contacting help@zerodeposit.com
- 3.8 **Where a Landlord does not wish to accept potential tenants using Zero Deposit Guarantee, you must advise Hilton King & Locke in writing, prior to marketing the property to Let.**

4 RENT COLLECTION SERVICE

- 4.1. Our Commission fee for **Rent Collection Service is 12.50% + VAT (15.00% inc VAT)** of the **total rent payable** on finding a tenant whom you accept or whom you have given us your authority to accept on your behalf and who completes the Tenancy Agreement. **Commission is payable throughout the initial fixed term and any extension whether fixed term or periodic. Fees will be deducted from each rental payment received.**
- 4.2. In addition to our services detailed above, we will provide the tenants with our client account bank details and instruct them to set up a standing order in order for us to receive rent of your behalf. The balance of the rent after commission will then be forwarded to your nominated bank account. No rent will be forwarded unless we have cleared funds from your tenant. Hilton King & Locke accept no liability in guaranteeing rent. If the tenant does not pay on the rent due date, Hilton King & Locke will endeavour to recover rent in the form of telephone calls, e-mails and letter to tenant requesting payment. The rent Collection Service does not include taking legal action against the tenant for Late or Non-Payment of Rent. It will be the Landlord's responsibility to instruct Solicitors and pay their fees and expenses.
- 4.3 Statement of Account; Provide Landlord monthly statements or when rent is received.

5. PROPERTY MANAGEMENT SERVICE

Our Commission for **Property Management Service is 15.00% + VAT (18.00% inc VAT)** of the **total rent payable** on finding a tenant whom you accept or whom you have given us your authority to accept on your behalf and who completes the Tenancy Agreement.

Commission is payable throughout the initial fixed term and any extension whether fixed term or periodic. Fees will be deducted from each rental payment received.

In addition to Services outlined in Rent Collection, Hilton King & Locke will provide a 'Property Management' service as detailed:

- 5.1 Routine Works and Working Floats** - HKL will deal with Routine management matters including minor works up to £250.00 inc VAT for any one item without further instruction from the Landlord. In order to set up such service, HKL will set up a float of £250.00 (or £500.00 where rent is paid quarterly or £750.00 when rent is received bi-annually) from the initial rent received and maintain the amount held at the agreed level from subsequent rents received. HKL reserves the right to instruct works for repairs or lack of repairs which are the Landlord's obligation under the Terms of the Tenancy Agreement. Any costs will be deducted from rent collected on the Landlord's behalf. HKL will instruct a contractor approved by HKL and who have provided proof of Public Liability Insurance. We will arrange a mutually convenient time for contractor to meet with tenant when attending the premises or arrange for contractors to collect keys from our office for access subject to agreement with the tenant. We will not accompany access.
- 5.2 Works Requiring Authority** - HKL will deal with larger repairs with the Landlord's written authority and provide an estimate for approval, **(with exception in case of an Emergency or when it is impractical to do so)** In certain circumstances, HKL may advise a Surveyor or specialist is appointed to supervise or inspect works. If this is required, then the associated cost will be payable by the Landlord.
- 5.3 Payment of Contractors** - We will pay from Rent received or Working Float any invoices received for maintenance and invoices for any insurance premiums, service charges etc (on receipt of demand) If an Invoice or demand exceeds the funds held or rent received, the Landlord agrees to pay HKL in advance any difference for payment.
In some cases, a call out charge may be applied by contractors when visiting a property to assess the required work, without necessarily works being carried out. This can vary between contractors and landlord will be liable for these charges.
- 5.4 Transfer of Utilities & Council Tax** - We will endeavour to notify utility companies and the Local Authority at the commencement of a new tenancy assuming we have permission from the tenant, and we have been provided with the contact details and account number for the suppliers in question. We will not be held liable for any failure of being able to notify the utility companies.
- 5.5 Arrangement of Certification and Legal Compliance** - We will instruct a Gas Safe Registered Engineer to inspect the Gas appliances and their installations and carry out any remedial work where necessary. The cost will be borne by the Landlord and deducted from Rent Collected on Landlord's behalf. When legislation dictates, we will arrange for Certification of other compliances for example an Electrical Safety Certificate.
- 5.6 Inventory Check** - Unless Instructed otherwise, HKL will arrange for a Professional Inventory using a Third party at the commencement and the Termination of Tenancy. The Landlord and the tenant will be provided with a copy of the report. The cost will be borne by the Landlord.
- 5.7 Property Inspections** - HKL will carry out **Biannual property inspections** provided the tenant allows access. You will be provided with a written report. Please note, this is not a full inventory or survey, any visit can extend only to apparent and obvious defects any reported problems notified by your tenant. HKL does not accept any responsibility for latent or hidden defects or for failure to notice anything concealed from HKL representatives. Any report is solely for Landlord's benefit and is not a warranty as to the condition of the property.
- 5.8 Provision of Serving Notice to tenant with Section 6a Notice** (Two months' notice) to end the Tenancy - Upon written instruction from the Landlord. Notice must be served at least two months from expiry of a Fixed Term, or if periodic at least two 'periods' must be served. We must be provided with sufficient warning that you would like to end the tenancy according to the Tenancy Agreement. We cannot be held liable for any delay in getting possession if we have been given insufficient time for Service of Notice.
- 5.9 Negotiation of Deposit Return** - Following the end of Tenancy, we will handle all negotiations on your behalf for any loss's incurred and obtain estimate for works if required. This is subject to use of a Professional Inventory. In event, we are unable to reach an agreed conclusion within two months, the matter will be referred to the Deposit Arbitration Service as set out in the Tenancy Agreement. The deposit will then be dispersed as agreed.
- 5.10 Appointment of Managing Agent** - if appointing HKL as Managing agent, unless agreed otherwise, we will do so for the duration of the Tenancy, subject to a minimum six month instruction period and giving **three months' notice** either side. If such notice is given, HKL will remain entitled to Commission including renewals for Rent Collection as described above.

- 5.11 Tenancy Void Periods** - Our management function does not include the Supervision of the property when it is not let. However, under written instruction, we can make specific visits at a charge of £50.00 plus VAT.
- 5.12 Arranging Remedial works in between tenancies** - We will arrange remedial works in between tenancies if instructed, which may include cleaning or other works to ensure the property will be ready for the next tenancy whether costs have been agreed by the outgoing tenant or not. The cost of any works will be borne by the Landlord.

6. TENANCY RENEWALS

- 6.1 We will contact you towards the end of the Initial fixed Term to find out if the tenancy should be renewed and agree any instructions. We will review the rent and advise you if a rent increase is possible or desirable depending on market conditions. We do not serve notice to your tenants unless you instruct us to do so in writing.
- 6.2 We will contact your tenant upon instruction to see if they wish to renew the tenancy and propose any rent increases. We will negotiate between both parties. We will prepare an extension agreement including any new or special clauses and the document will be sent for both parties for signature.
- 6.3 We will try to arrange signature of documents, however if the tenant fails to return documents, the tenancy will continue as periodic. Our commission is still due whether the tenancy is fixed term or periodic.
- 6.4 The fee for completing the renewal documentation is **£125.00 plus VAT** (£150.00 inc VAT) payable at each renewal.

7. ADDITIONAL SERVICES

The following Services are offered and may be subject to additional fees:

- 7.1 Landlord's Gas Safety Certificate** – We can arrange a Landlord's Gas Safety Certificate with a Gas Safe Engineer. Under the Gas Safety (Installations and Use) Regulations 1998, all gas appliances must be checked by professional tradesmen. It is legally required to have a valid certificate in place prior to letting a property. We cannot allow a tenant to move into the property until we have a copy of a valid certificate. The certificate is then required to be renewed annually. We can arrange this for **£100.00 plus VAT** (£120.00 inc VAT) or to include a **Boiler Service and Gas Certificate, £150.00 plus VAT** (£180.00 inc VAT). If you are arranging your own certificate, we must be supplied with a copy at least fourteen days prior to tenancy start. If we are not supplied with this, we reserve the right to arrange this with our engineer.
- 7.2 Electrical Installation Safety Certificate (EICR)** – This can be arranged at cost from **£250.00 plus VAT** (£300.00 inc VAT) and depending on the size of the property). This is not yet legislation although it is thought this will be soon.
- 7.3 Inventory Service** – The cost is dependent on the size of property. We strongly recommend that an Independent Inventory clerk is used to prepare the Inventory, check in and Check out your tenant. We use Independent Inventory clerks; they are not employed by us. Whilst care will be taken in providing instructions to Inventory clerks, we cannot accept liability for any error or omission on their part.
- 7.4 Rent Guarantee & Legal Protection Cover** – We can offer this upon request. This is subject to satisfactory references from the prospective tenant. The policy would be taken out via Hilton King & Locke although a quote can be provided, and cost is dependent on Rental income. Full policy details and exclusions to be provided to Landlord upon request.
- 7.5 Energy Performance Certificate** – Under the Energy Performance of Building (Certificates and Inspections) England and Wales) Order 2007 from 1 October 2008 it is a legal requirement to provide any prospective applicant for a tenancy of your property with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Assessor. Failure to comply is punishable by a fine. A valid certificate lasts 10 years. If required we can arrange this, payment is required upfront prior to marketing. **£100.00 plus VAT** (£120.00 inc VAT).
- 7.6 Professional Enhanced Photography & Floorplan Marketing Package £100.00 plus VAT** (£120.00 inc VAT) – We can provide enhanced professional photography and floor plan package for the marketing of the property. Cost of this will need to be paid upfront prior to marketing.
- 7.7 Combined EPC, Photography & Floorplans Package £150.00 plus VAT** (£180.00 inc VAT) – as above as combined package. Cost needs to be paid in advance prior to marketing.

7.8 Negotiation of Deposit Return – Following the end of Tenancy, we can handle all negotiations on your behalf for any loss's incurred and obtain estimate for works if required.

We charge a fee of **£75.00 plus VAT** per hour to provide this service, however this is **included in our Fully Managed Service**. This service is subject to a Professional Inventory being prepared on the property at the outset of the tenancy. In event, we are unable to reach an agreed conclusion within two months, the matter will be referred to the Deposit Arbitration Service as set out in the Tenancy Agreement. The deposit will then be dispersed as agreed. (included in Fully Managed Service)

8. LET ONLY SERVICE

Our Commission for a **Let Only Service is 10.00% + VAT** (12.00% inc VAT) of the **total rent payable** on finding a tenant whom you accept or whom you have given us your authority to accept on your behalf and who completes the Tenancy Agreement.

Commission is payable throughout the initial fixed term and any extension whether fixed term or periodic. Fees will be payable in full at the commencement of the tenancy and upon each renewal.

This service includes listing the property on Rightmove & Zoopla, accompanied viewings and offers put forward for your approval. You will also be liable for our Tenancy Set Up fee as detailed in Clause 2 at a fee of **£200.00 plus VAT** (£240.00 inc VAT).

Any **extensions** beyond twelve months are also subject to the Renewal Fee as detailed in Clause 8 at a fee of **£100.00 plus VAT** (£120.00 inc VAT), in addition to our let only commission for the duration of the tenancy.

9. GENERAL TERMS & INFORMATION

9.1 Sub-Letting (Leasehold Properties)

If you are a tenant or lessee, you must make certain:

- That the intended unfurnished/furnished letting is permitted by your lease
- That the intended unfurnished/furnished tenancy is for a period expiring prior to the termination of your lease.
- That your superior landlord's written permission, if necessary, has been obtained for the sub-letting. In doubt, refer to the lease or tenancy agreement.

You may be required to provide a copy of your head lease for your tenant to observe covenants contained within your lease. We will need a copy of relevant sections of the lease together with any schedules referred to therein so we can attach this with the Tenancy Agreement. **If the tenant is not given a copy of the relevant sections, you cannot impose any obligations contained in it upon the tenant. This could lead you to breach the terms of your lease**

9.2 Mortgages

If the premises are subject to a mortgage, you will need your mortgagee's consent to the proposed letting. By signing this agreement, you confirm that you have consent to grant a tenancy. Your mortgagee may wish to see a copy of the Tenancy Agreement which can be supplied upon request. If your mortgagee has any special conditions relating to the tenancy of type of tenant, you must provide them to us prior to the start of tenancy to be included within the Tenancy Agreement. Condition cannot be imposed on the tenant at a later date.

9.3 Furniture Regulations

Under the Furniture and Furnishings (Safety) (Amendment) Regulations 1993 the Landlord has the obligation to ensure that all furniture in properties being rented for the first time, or any new or additional furniture being put in a property already rented out, must comply with the furniture regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with the furniture regulations, the landlord must either change the items of furniture or authorise ourselves as agents to either replace or remove the items before any tenancy commences. Instructions to let a property available for rental will only be accepted if all furniture complies with the regulations.

Failure to comply can result in prosecution. We reserve the right to remove any furniture that does not comply and either dispose of or store it at the Landlord's expense.

9.4 Smoke Alarms & Carbon Monoxide Alarms

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, requires a working smoke alarm to be fitted on each floor of the premises. They must be tested at the start of each tenancy. In addition, a Carbon Monoxide alarm must be fitted in any room with solid fuel heating.

Whilst the carbon monoxide alarm is only compulsory for premises with solid fuel, we advise all Landlord to install a carbon monoxide alarm to protect the tenant and help prevent any legal action being taken against you if a tragedy occurs. We can arrange for fitting of Smoke and Carbon Monoxide alarms at your expense. You must advise us in writing of your instruction.

9.5 Insurance

Make certain that the property and contents are adequately insured and that you have informed your insurance company of your intention to do so, as many household policies do not cover unfurnished/furnished lettings. Your policy may be void if insurer's consent is not obtained.

9.6 Instruction of Solicitors

If it is necessary to instruct a Solicitor in the event of rent arrears or breach of contract, you will be responsible for instructing your own lawyer and all fees involved.

9.7 Purchase by Party Introduced by Us

In the event of a party introduced by us (or any person or body corporate associated with that party) subsequently purchasing the premises, whether before or after entering a tenancy agreement, commission shall be payable to us on completion of the sale at the rate of 1.00% of the sale price, plus VAT at the standard rate.

9.8 Sale of premises to a Third Party

If the landlord sells the property to a third party and the tenant introduced by us remains in occupation the landlord will be liable for all our fees until the tenant vacates the property.

9.9 Taxation of the non-resident Landlord

Where the landlord of the unfurnished/furnished property has a normal place of abode outside the U.K. the Commissioners for the Inland Revenue will hold us, as your agents, responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless you have obtained an approval number. If you do not hold a certificate and you are resident abroad, **it will be necessary for us to deduct income tax at the rate of 20% of the gross rent** less allowable expenses and to pay such sums over to the Inspector of Taxes on a quarterly basis. Similarly, if you at present live within the U.K. but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country unless you obtain an approval number. The eventual liability for tax may be considerably less than the amount we have retained and paid to the Inland Revenue, and we suggest that you employ accountants or other tax advisers to complete tax forms to obtain an approval number for both yourself and your spouse (if relevant), and to agree your assessment each year with the Inspector of Taxes. If you do not appoint a tax adviser to act on your behalf, we reserve the right to do so and to deduct the fees from your rent. We regret the necessity to make such deductions, but you will appreciate that we have no alternative in view of our responsibility to meet the tax liability on your behalf if you have not obtained an approval number. If you as landlord are resident in the UK, you should declare your residential lettings income to the Inland Revenue annually as it is assessable for income tax.

9.10 Money Laundering Regulations

Under the Money Laundering Regulations 2003 and The Proceeds of Crime Act 2002 the Agent is legally obliged to verify the identity of the Client through sight of legally recognised photographic identification (e.g. passport, photographic drivers' licence) and documentary proof of address.

9.11 Immigration Act 2014 & Right to Rent Checks

The immigration Act imposes an obligation to the Landlord to check passport or identity documents with applicant prior to letting. This includes checking any permit if necessary and complying with its terms. Hilton King & Locke will obtain identity checks at the commencement of tenancy to comply with Immigration Act irrespective of Service level selected by the client. We will not be responsible to check compliance for renewal of tenancy unless Managed by Hilton King & Locke

9.12 Consumer Protection from Unfair Trading Regulations 2008 (CPR)

The act is the result of EU requirements that all companies treat 'consumers' fairly. At the centre of the CPR is a requirement that all companies must be transparent in their dealings with consumers and provide information to consumers that a competent professional might reasonably expect to provide about the product so that an average informed consumer can make an informed economic decision. In this context a product includes our services and a property we offer on behalf of client consumers. By signing this agreement, you expressly agree that any decision to disclose information to consumer applicants and buyers will be based upon the Best Practice guidance that is published from time to time by the Royal Institute of Chartered Surveyors.

9.13 Housing Act 2004 – House of Multiple Occupancy

The regulations in the above Act concerning houses in multiple occupation (“HMOs”) became law on April 6 2006 and were enforceable from July 2006. There is a general wide definition of the regulations which state that the following are HMOs:

- Student accommodation during Term time;
- Properties inhabited by three or more people who are not a household and share kitchen and bathroom facilities. A household is defined as parents, grandparents, children, aunts, uncles and cousins.
- A building converted into flats pre-June 1992 which does not comply with the Building Regulations 1991, has not been subsequently updated to the relevant fire safety standard and where a third or more of the properties are rented on short Term tenancies.

The Landlord may not have to carry out any action to ensure compliance. The above properties like all private dwellings must comply with the Housing Health and Safety Rating System (“HHSRS”) which is the new statistical means of measuring hazards and risk of injury at the Premises. This system applies to all properties but those falling into the above category are subject to inspection by the environmental health officer. The responsibility for ensuring the Premises comply is that of the Landlord. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS if we incur any costs for compliance due to an order being served upon us the Landlord agrees to reimburse us within fourteen days of written demand or agreeing by signing this document that the costs may be deducted from the Rent or other money received.

9.14 Mandatory Licensing

Under the Housing Act 2004 landlords of certain properties, where individuals are living as more than one household will need to be licensed by their local authority. If your Premises potentially require a licence you will either need to obtain a licence from the relevant local authority or we will only be able to let your Premises to a single family group. The Premises will require a licence if it falls into the following definition. If the Premises are three storeys or more and has five or more occupiers who do not form one household and share kitchen or bathroom facilities it is subject to mandatory licensing. It is the responsibility of you the Landlord to apply and pay for the licence. We will only offer Premises for let when we are in receipt of a copy of the mandatory licence or a certificate stating that the Landlord has applied for the licence. If you refuse to supply us with a copy of your licence or refuse to obtain one, we will not accept any further instruction from you and will take no further part in the letting and management of your Premises. If we are forced to dis-instruct ourselves once a Tenancy has commenced, you will remain liable for our full fees for the initial Term of the Tenancy. We will inform the Tenant and the local authority of our reasons for terminating our instruction in writing.

9.15 Discretionary Licensing

Local authorities can enforce discretionary licensing. It is the responsibility of the Landlord to check whether the Premises are subject to discretionary licensing and if so to apply and pay for the licence. We will only offer the Premises for let when we are in receipt of the licence or the certificate proving that the Landlord has applied for one.

9.16 Data Protection Act 1998 & GDPR – Appointing Third Party Services

In order to comply with the Data Protection Act 1998 to prevent any unauthorized access or use of personal data we have the responsibility to keep information confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor, or if we are specifically required to do so by law, or pass to a government agency by law.

By engaging with Hilton King & Locke, we in turn engage with third-party service providers to perform a variety of business operations on our behalf. In so doing, we may share your personal information with them. We only provide the personal information they need only in order to perform the services we request, and we contractually require that they protect this information appropriately, not use it for any other purpose and securely dispose of the data once the services have been provided.

For example, we may rely on a third party service provider to:

- Arrange inventory for the tenancy.
- Arrange utility accounts to be changed to the new occupier where requested
- Manage payments or take other actions on our behalf.
- Carrying out requested works as part of our lettings management service and including arranging gas certification
- Preparing Marketing packs for properties we are advertising for sale or let
- Perform other services that we request.

9.17 Service of Notices

The provisions for services of notices are that either party deliver by hand any notices or documents to the other party to last known address, which are necessary under the Agreement, or Act of Parliament to the other party by 5pm, or the documents or notices will be deemed delivered next working day which excludes weekends and bank holidays.

If Documents or notices are sent registered or recorded delivery, documents will be deemed delivered upon proof of delivery. Or if sent by ordinary first class post, the documents will be deemed as delivered two working days later which excludes weekends and bank holidays. The address for service of the Landlord will be the contact address specified in this agreement and the address for service to us will be **Hilton King & Locke, Sherriff House, The Broadway, Farnham Common, Buckinghamshire, SL2 3QH.**

9.18 Withdraw from a Proposed Tenancy

We advise you that if a formal offer has been accepted by you, and you subsequently wish to withdraw from the proposed tenancy, the tenant could take legal action against you for any losses suffered (Subject to signed contract). If a tenant agrees to accommodate your request, you should expect to meet reasonable costs incurred by him or her. If we are instructed to proceed with a proposed tenancy and you subsequently withdraw your instructions, you agree by signing this agreement to meet some of our costs and expenses incurred to the sum of **£225.00 plus VAT** (£270.00 plus VAT).

9.19 The Consumer Contracts (Information, Cancellation and Additional Charges)

Regulations 2013 only apply to these Terms and Conditions of Business (contract) when signed off premises (not in the business of the trader) by a consumer in the presence of a Hilton King & Locke Ltd employee. Where these regulations apply you have fourteen days to cancel this contract. If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, including by email, confirmation to the named person at the address above. If you send the Cancellation Notice by post, then we recommend that you send it by recorded delivery. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the cancellation is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter, the cancellation will be deemed to be the date of delivery.

10. SIGNATURES

Before signing this agreement, you should ensure that you have read the terms of the agreement and asked for clarification of any issue that is not understood. The Agent and the Client (undersigned) have read and agree to the terms and conditions.

The Client acknowledges that by appointing the agent the Client is contracting on behalf of the Client and all owners of the Property. When you instruct HILTON KING & LOCKE **you are signing on behalf of all owners of the Property**

I/We agree that I/we wish to begin immediately receiving services and marketing without delay.

I/We agree that should I/we cancel within fourteen days that Hilton King & Locke Ltd may charge an Administration Charge of **£238.00 plus VAT** (£285.60 inc VAT) for works carried out by Hilton King & Locke Ltd and/or a third party supplier **to cover costs that have been incurred by Hilton King & Locke Ltd prior to cancellation.**

This admin charge only applies should you cancel within the first fourteen days and is not charged should you give notice in accordance with this contract after the fourteen days has elapsed.

*I/We confirm that we agree to comply with the Terms and Conditions and wish you to undertake the following service ...

		TICK
LET ONLY SERVICE	@10.00% plus VAT	
RENT COLLECTION SERVICE	@ 12.50% plus VAT	
FULLY MANAGED SERVICE	@ 15.00% plus VAT	

FOR AND ON BEHALF ON THE LANDLORD

*I/We are the sole/joint owners of the property to be let known as:

.....
.....

Landlord 1, Name:

Landlord 2, Name:

Landlord 1, Sign:

Date:

Landlord 2, Sign:

Date:

FOR AND ON BEHALF OF HILTON KING & LOCKE LTD (THE AGENT)

Name:

Sign:

Date: