LANDLORDS TERMS OF BUSINESS
PROPERTY LETTING &
MANAGEMENT
## AGENCY and LANDLORD AGREEMENT

Between:

**Halls Holdings Ltd**

and

Landlord's name(s) (all joint landlords)

Landlord's address

Telephone

Mobile

Email

Address of property to let

Postcode

**PLEASE READ THE GENERAL CONDITIONS BEFORE CONTINUING**

If you wish to instruct us, we can only proceed upon receipt of this agreement duly signed and the information requested.

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in section titled Service Levels and Additional Services.

### SERVICE LEVELS

<table>
<thead>
<tr>
<th>Service</th>
<th>Introduction Only</th>
<th>Let Only</th>
<th>Fully Managed</th>
<th>Management Plus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Appraisal</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Marketing advice</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Arrangement of the Energy Performance Certificate, if required</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Brochure production and Office marketing</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Website Advertising on Rightmove, OnTheMarket and Halls internet portals</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>'To Let' board</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Accompanied Viewings</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Arrangement of full Tenant Referencing Service <em>Charged at £37.50 per applicant, plus VAT</em></td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Preparation of Assured Shorthold Tenancy Agreement</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Collection of Deposit and first month's rent in advance</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Schedule of Condition/detailed inventory</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Arrangement of gas and electrical certificates, if required</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Arrangement of additional certificates, ie. legionella's</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Submit deposit into Deposit Protection Service (DPS) at the start of the tenancy</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Meter readings recorded and notification of readings to utilities companies and council</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Rental Collection monthly</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Co-ordination of any necessary repairs or maintenance works with approved Contractors</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Arrangement of annual gas certification</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Periodic property visits</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Rental arrears collection</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Serving of Notices to quit and rent increases</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Outgoing Schedule of Condition/detailed inventory</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Return of Deposit and dealing with disputes</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Rent protection guarantee insurance</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

### Which Service do you require? Please tick one service

- [ ] Introduction Only
- [ ] Let Only
- [ ] Fully Managed
- [ ] Management Plus

*Charged at £37.50 per applicant, plus VAT*

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Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.
## PROPERTY INFORMATION QUESTIONNAIRE

### Address

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Postcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property in Wales?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Rent

<table>
<thead>
<tr>
<th>Rent PCM</th>
<th>Deposit</th>
<th>Equivalent to 5 weeks rent</th>
</tr>
</thead>
</table>

### Fixtures and Fittings

<table>
<thead>
<tr>
<th>Any white goods being supplied?</th>
<th>Yes</th>
<th>No</th>
<th>If Yes, please describe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any furniture being supplied?</td>
<td>Yes</td>
<td>No</td>
<td>If Yes, please detail furniture being supplied</td>
</tr>
</tbody>
</table>

### Outstanding Maintenance

<table>
<thead>
<tr>
<th>Are there any outstanding works to be carried out at the property before a tenancy commences?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please provide details</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Utilities

<table>
<thead>
<tr>
<th>Gas supplier</th>
<th>Location of meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity supplier</td>
<td>Location of meter</td>
</tr>
<tr>
<td>Water supplier</td>
<td>Location of meter</td>
</tr>
<tr>
<td>Oil supplier</td>
<td>Watchman present</td>
</tr>
<tr>
<td>Local council</td>
<td></td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Pets acceptable</th>
<th>Yes</th>
<th>No</th>
<th>Negotiable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits acceptable</td>
<td>Yes</td>
<td>No</td>
<td>Considered</td>
</tr>
<tr>
<td>Keys provided</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Smokers acceptable</td>
<td>Yes</td>
<td>No</td>
<td>Negotiable</td>
</tr>
<tr>
<td>Accompanied Viewings</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Confirm you retain keys to your property</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

## PROPERTY SAFETY

### Gas Safety Certificate

- Required by Law: Gas Safety Regulations 1998
- Certificate valid 12 months
- Please note: Introduction Only and Let Only landlords are responsible for arranging this certificate once a tenancy has commenced

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Energy Performance Certificate

- Required by Law: Certificate lasts 10 years
- Must be a rating of E or higher (Exempt if Listed)

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Electrical Safety Test

- Required by Law: Certificate lasts for 5 years
- The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will apply to new tenancies from 1st July 2020 and to existing tenancies from 1st April 2021

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Solid Fuel Stoves

- If your property has solid fuel stove(s) please provide Halls with any compliance HETAS certificate or any service documentation to say the appliance is safe and in working order

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Chimneys

- If your property has chimneys please provide a Chimney Sweeps Certificate, ideally dated within the last 3 months

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Legionella Risk Assessment (LRA)

- Not Required by Law but is advisable especially if the property has stood empty for some time
- You can carry out your own risk assessment and this can be found on the HSE website
- Please supply a copy to Halls: Certificate lasts for 2 years

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Private Water Supply Analysis Test

- If the property has a private water supply you must have a private water supply water analysis

#### Have you supplied a valid certificate to Halls?

- Yes | No |

#### Halls to arrange this for you?

- Yes | N/A |

### Private Drainage System

- If the property is served by a private drainage system please provide any information relating to the maintenance or emptying of the system

#### Location | Date emptied/due to be emptied |

### Smoke Alarms

- Please confirm the location of the smoke alarms in the property.
- There should be at least one working smoke alarm on each floor of the property

#### Location | Halls to arrange installation of smoke alarms?

### Carbon Monoxide Alarms

- Please confirm the location of carbon monoxide alarms in the property. Must be present in rooms with open fires or solid fuel stoves.
  - It is best practice to have them in all rooms with gas/oil/combustible fuels

#### Location | Halls to arrange installation of CM alarms?
Landlord’s Bank Details

- Bank Name: [Redacted]
- Bank Address: [Redacted]
- Account Name: [Redacted]
- Sort Code: [Redacted]
- Account Number: [Redacted]

For Management Options, payments will be processed four times a month each Landlord will be paid with cleared funds on either on or around the 1st, 11th, 18th or 25th of the month or the next working day, depending on when cleared monies are received from the Tenant. Please Note: Rent Statements will be emailed.

Money Laundering Regulations

Due to the Terrorism Act (2000), the Proceeds of Crime Act (2002), the Money Laundering Regulations (2007) and the Bribery Act (2010) we require certain information from our clients before we are permitted to pay them their monies owed.

- Identity verification: [Redacted]
- Address verification: [Redacted]
- Bank Statement (not older than 3 months): [Redacted]

Please sign here

I hereby consent to Halls Holdings Ltd (and any of its subsidiaries) to carrying out Politically Exposed Persons (PEP) checks and holding the above information manually and digitally for as long as they require it for legal or operational needs, or until they receive written notification that I require such information to be returned to me and/or deleted.

Name of Client: [Redacted]
Name of Client: [Redacted]
Signed by Client: [Redacted]
Signed by Client: [Redacted]

Date: [Redacted]
Date: [Redacted]
Office use only

FOR THE AGENT

I confirm that I have taken copies of the original documents as detailed above and I confirm that any photo ID is a true likeness of the Client/s

Signed by: [Redacted]
Name: [Redacted]
Position: [Redacted]
Date: [Redacted]

LANDLORDS INFORMATION

Bank Statement
Yes
Driving Licence provided
Yes
No
Passport provided
Yes
No
Council Tax bill
Yes
No
Utility Bill
Yes
No

Please Note: Rent Statements will be emailed.

GENERAL CONDITIONS

The following conditions are applicable to all Halls services:

- Boards - unless the Landlord instructs otherwise, Halls will erect a 'To Let' board at the Property as soon as reasonably possible from the date of instruction. A 'Let by' or 'Let and Managed By' board will replace any board at the time of an offer being agreed upon or a Tenancy being arranged or on renewal. Halls cannot be held responsible for any damage the erection of a board might have on the Property. It is the responsibility of the Landlord to inform Halls of any restrictions in a head lease, local bye-laws or a conservation area which affect the erection of a board. Halls have no liability if such instructions are not given.

- Keys - Upon instruction the Landlord will provide Halls with a set of keys in order to conduct viewings at the Property. Where a Landlord has authorised Halls to use keys held by another agent then Halls may make further copies to facilitate viewings. The cost will be the Landlord's responsibility. Where Halls are not provided with sufficient sets, Halls may have additional sets cut and will make a charge for this service based on the type of keys required. Halls secure key tag systems ensures that third parties cannot identify to which Property a set of keys belongs. Therefore, in the event that keys are lost or unaccounted for, Halls liability is strictly limited to the cost of cutting a new set of keys.

- Services to and Fees paid by the Tenant - Halls may offer to arrange insurance, banking and other financial services, mortgages, removal services and estate agency and other related services for the prospective Tenant and shall be entitled to receive commissions in respect of any such services arranged. The Landlord shall not be entitled to any reduction in the fees the Landlord is obliged to pay as a result.

- Under Section 22 of the Immigration Act 2014 - All Landlords in England are required to carry out Right to Rent checks for new Tenancies to determine whether occupiers aged 18 and over have the right to be in the UK legally. When preparing the Tenancy Agreement, Halls will collect the relevant documents from the Tenant and occupier, confirm the Tenant's right to rent with the Landlord and store copies of the documents in line with the legislation. Where the initial check shows that a person has the right to be in the UK for a limited time, a follow up check must be made prior to the expiry date of the Tenant's right to be in the UK, or 12 months after the original check, whichever is the later. Halls will inform the Landlord in writing when this check needs to be made at the start of the initial Tenancy. If the Landlord has instructed Halls Property Management service, Halls will conduct the follow up check in line with the legislation. If required Halls will also make a report to the Home Office.

- Change of Ownership - In the event of a Property being sold or passed on with the benefit of a Tenancy, Halls Fees will remain due and payable by the original Landlord for the duration of the Tenancy and for any renewals, renewals or period of holding over thereof, regardless of whether negotiations have been carried out by Halls.

- Purchases by Party Introduced by Halls - In the event that a party directly or indirectly introduced by Halls purchases the Property (either after entering into a Tenancy agreement or otherwise), Halls will be entitled to Commission at 1% plus VAT of the negotiated purchase price. The fee is payable upon completion, whether or not negotiations have been carried out by Halls.

- Rent Remittances - Halls will make every effort to ensure that Rent received in paid over within 10 working days of the funds being cleared in Halls bank account. Unless agreed otherwise, all Landlord's payments are made through the Bank Automation Clearing System (BACS) which should reduce the bank clearing time to 3 working days. However, Halls are unable to guarantee payment within these times since delays may occur due to circumstances outside of our control. The Landlord undertakes to return any payments made to you in error. The Landlord should arrange a bank facility to cover void periods, change in rent payment dates or defaults by a Tenant.

- Landlord and Tenant Act 1987 - Halls is obliged to include the Landlord's full name and address on all Rent demands. If the Landlord's address is outside

England and Wales, then Halls must provide the Tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on the Landlord.

- Insurance - The Landlord is responsible for the insurance of the building and your own contents during the Tenancy including third party cover. The Landlord must advise their insurance company in writing that the Property is let to ensure that you are still covered for all the usual risks and most disclose to Halls any procedures which should be followed to comply with the policy, these maybe an additional charge for such procedures.

- Landlord's Covenants - The Landlord is responsible for providing performance of all the Landlord's covenants and other obligations and liabilities under the Tenancy Agreement and applicable by law.

- Fittings and Equipment - The Landlord must ensure that all equipment, electrical or otherwise provided with the Property is fully operational and recently serviced prior to the commencement of a Tenancy; and provide copies of instruction manuals, guarantees and maintenance contracts in the Property prior to the start of the Tenancy. In addition, the Landlord should provide written instructions for the maintenance of special surfaces to prevent damage. The Landlord warrants that the above statement is correct prior to the making of any Tenancy Agreement with respect to which Halls provides any of the above services.

- The Furniture & Furnishings (Fire) (Safety) Regulations 1988 amended 1993 - The Landlord warrants that all upholstered furniture supplied conforms to current fire safety regulations and will indemnify Halls against any liability. Failure to comply with these regulations could result in a Landlord being responsible to a fine of up to £5,000.00 or six months imprisonment, or both.

- The Gas Safety (Installation and Use) Regulations 1998 - In accordance with these Regulations, the Landlord is legally obliged to have all gas equipment flues, pipe-work and immer duro safety checks by a Gas Safe registered engineer before the start of the Tenancy and annually thereafter. A copy of the Safety Certificate must be given to the Tenant before or on the day of the tenancy and in accordance with any Tenancy Agreement with respect to which Halls provides any of the above services.

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served unless the Tenant is in receipt of an EPC. Halls have no liability if the Property is not managed and the Tenant alleges an EPC has not been served.

The Energy Efficiency (Saved Energy) Regulations 1994 – these regulations require that all Landlords supplying electrical equipment must ensure that they are safe. The regulations set out the minimum standard of equipment for private rented properties of band F, if an exemption applies and the landlord has made all the relevant energy efficiency improvements. The Landlord must ensure that Halls are unable to market the Landlord’s Property until a valid rating is received.

The Landlord should note that Halls are unable to market the Landlord’s Property until a valid EPC is received, this includes bathrooms, lavatories, halls or landings. Landlords will also have a carbon mono-oxide alarm in every room where there is a solid fuel appliance, such as wood, coal or briquettes and includes open fires. It does not include gas, oil or LPG although it is prudent of a Landlord to fit a detector. Landlords are also required to ensure that all machinery in proper working order on the date each new Tenancy begins. Halls have no liability for minor repairs to the Property if in breach of the Regulations. By signing these Terms of Business, the Landlord acknowledges responsibility for the safety of the Tenant at the Property.

Legionnaires’ Disease – in order to comply with the Health and Safety Executive Code of Practice Landlords are strongly advised to carry out a risk assessment of the Property prior to letting, especially if there are open water tanks, cooling systems, a hot tub or a swimming pool. Halls require that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business, the Landlord acknowledges responsibility for the safety of the Tenant at the Property and confirms all risks regarding Legionnaires Disease have been assessed and an assessment carried out.

Sole Agency – if the Landlord instructs Halls on a Sole Agency basis, Halls will be sole agent for a period of eight weeks from the date these Terms and Conditions come into effect. During this period, the Landlord shall not make any arrangements outside our instructions. If an instruction is not given during this period, Halls will instruct another agent or the Landlord may instruct another agent at their own expense. If any such instruction is not given or the arrangement is not carried out in accordance with the Terms and Conditions, the Landlord’s Property will be marketed by Halls to the best of our knowledge and ability. If the Landlord instructs another agent during this period, the Landlord may incur liability by either party giving fourteen days written notice. During the period of Sole Agency, Halls will be the Sole Agent for a period of eight weeks from the date these Terms and Conditions come into effect. Halls will be the Sole Agent until either the landlord or the Landlord instruct another agent or the Landlord may instruct another agent at their own expense. During this period, Halls will carry out all services with reasonable care and skill. Halls have no liability if the Landlord does or does not do something which makes it impossible, impracticable or illegal for Halls to continue to perform our obligations under this Agreement.

Acts of Third Parties – if any person or company acting on behalf of the Landlord or the Landlord’s Property is in breach of the Act 1994, the Landlord agrees that during the last two months of the Tenancy Halls will be the Sole Agent at the Landlord’s Cost.

Termination – Either party has the right to terminate the agreement between you and us in writing:

- upon the Tenant’s vacation of the Property;
- if one party breaks any important term or condition of these Terms and Conditions during a Tenancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied;
- if the Landlord does or does not do something which makes it impossible, impracticable or illegal for Halls to continue to perform our obligations under this Agreement;
- if either party carries out or suggests that the other should carry out any form of unlawful discrimination.

If Halls terminates for any reason the Landlord will remain liable for Commission at the percentage stated in the Terms and Conditions to the Landlord. Halls may withhold the Landlord’s fee in transferring obligations to the Landlord or to someone nominated by him.

Amendments – Halls may change or add to these Terms and Conditions (except in relation to the level of any fees due under them) for legal, regulatory or operational reasons. We will notify you of any such change which will affect the services that we offer.

Complaints Procedure – if you are dissatisfied with Halls service or handling of a transaction, and you are unable to resolve this with the member of staff involved, please report the matter to the Partner/Manager of the Halls office concerned in writing. This complaint will be acknowledged within 3 working days of receipt and an investigation undertaken. A formal written response will be sent to you within 3 weeks unless other organisations need to be consulted which may delay the handling of your complaint.

The Landlord warrants that this statement is correct prior to the making of any Tenancy Agreement with respect to which Halls provides any of the above services.

Smoke Alarms & Smoke and Carbon Monoxide Alarm (England) Regulations 2015 – Landlords must fit a smoke alarm on every storey of a Property where there is a room used wholly or partly as living accommodation; this includes bathrooms, lavatories, halls or landings. Landlords will also have a carbon mono-oxide alarm in every room where there is a solid fuel appliance, such as wood, coal or briquettes and includes open fires. It does not include gas, oil or LPG although it is prudent of a Landlord to fit a detector. Landlords are also required to ensure that all machinery in proper working order on the date each new Tenancy begins. Halls have no liability for minor repairs to the Property if in breach of the Regulations. By signing these Terms of Business, the Landlord acknowledges responsibility for the safety of the Tenant at the Property and confirms all risks regarding Legionnaires Disease have been assessed and an assessment carried out.

The Electrical Equipment (Safety) Regulations 1994 – these regulations require that all Landlords supplying electrical equipment must ensure that they are safe, the “CE” mark and a moulded plug, will not cause danger and they satisfy the safety requirements of the 1994 Regulations. The Landlord warrants that this statement is correct prior to the making of any Tenancy Agreement with respect to which Halls provides any of the above services.

Joint and Several Liability – where the Landlord comprises two or more persons, the liability of each such person, and each person alone at the Landlord Registry as a joint owner of the Property, legally acting as an executor or through Power of Attorney is joint and several.

Consumer Protection from Unfair Trading Regulations 2008 – Halls and the Landlord comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations"). Statements must be factually correct in all communications and Halls must not give a potential tenant the wrong impression about the Property. The Landlord must not be seen to any prospective tenant until the Landlord has confirmed that the context is accurate and that all images and fittings included with this Property are in full working order. If that is incorrect the Landlord must inform Halls in writing. If during the marketing of the Property, the approved particulars become incorrect the Landlord must notify Halls immediately in writing. In prior to notifying the Landlord should disclose to Halls any material information that might affect a prospective Tenant’s decision to rent, including details of any restrictive covenants, known proposed developments, planning applications or permissions in the immediate vicinity of the Property that might affect the enjoyment of the Property, or any maintenance or major repairs to be carried out the Property or the building of which the Property forms part. Failure to do so could lead to a claim being made against the Landlord. Halls are not required under the above Regulations to disclose this information to interested parties.

Assignment – Halls reserve the right to assign our rights and obligations under this Agreement upon giving the Landlord 1 month’s written notice.

Notice of Right to Cancel - You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Halls reserve the right to cancel the Tenancy Agreement at any time up to the date upon which the Tenancy Agreement was signed. Notice of Cancellation must be in writing to the appropriate office. Halls will not be liable for any loss, damage or expense that may arise under this Agreement if they have cancelled the Agreement for good reason. If, having authorised any action involved with marketing your Property (e.g. the acceptance of viewings), within the cancellation period you may be required to pay our standard commission fee for this service.

Transferring of Utilities – Endevour to notify service companies at the end of the Tenancy that the Property will be unoccupied. The Landlord will be liable for these charges.

Transfer of Landlord – Halls will not be responsible for any failure for the part of any of the services in complying with Halls request. Halls are unable to arrange the transfer of the telephone service, as the direct instruction of the account holder is required. Halls recommends to the Landlord to contact the telecommunications company at least fourteen days before the start of the Tenancy to close the account. The Flood and Water Management Act 2011 states that if a forwarding address of a Tenant is not provided to the water company at the end of the Tenancy the Landlord will have the liability for payment. Halls will use reasonable endeavours to obtain an address if the Property is managed. However, the Landlord must obtain the forwarding address of the Management Service is not used. Halls has no liability if the Landlord fails to make any forwarding arrangements.

Council Tax – Where practical we will notify the local authority of the change of occupant for the purposes of Council Tax liability or any change which may replace it.

Annual arrangement of certificates - Halls will instruct a Gas Safe Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works wherever necessary. The cost will be borne by the Landlord/
Inventory Check-Out - Unless instructed otherwise, Halls will arrange for the Tenant to be checked out against the initial inventory report at the end of the Tenancy and send the Landlord a copy of the report. The cost of this is borne by the Landlord unless the Tenancy agreement states otherwise.

Correspondence - Halls will handle all necessary and normal correspondence with the Tenant and also third parties on matters relating to the maintenance of the Property only. It will not include the active prosecution on the Landlord’s behalf of any issue which for whatever reason has developed beyond a mere difference of opinion into what Halls regards as a dispute with the Tenant or any third party which will be referred to the Landlord for instructions and any necessary action taken by the Landlord.

Legal Instruction - Should it become necessary to take legal action in respect of the Tenancy, the Landlord will be responsible for instructing a solicitor and for all fees accruing.

Appointment as Managing Agents - Halls are appointed as Managing Agent by the Landlord for the Management of the Property, unless otherwise agreed in advance to writing, for the duration of the Tenancy as defined in these Terms & Conditions, subject to a minimum three-month instruction period and giving one months’ written notice to terminate from either side. In the event of such notice being given, Halls will remain entitled to Commission, including renewals for the Rent Collection Service as defined above.

Tenancy Turn Around – To ensure a smooth transition between tenancies, and so that any necessary works and safety checks can be conducted in the correct manner; where the Landlord has instructed Halls Property Management Service, Halls will insist on 5 working days between tenancies.

ADDITIONAL SERVICES

Tenant Referencing - Halls will arrange for the tenant to be credit checked, income referenced and if applicable current landlord reference obtained, we also carry out Right To Rent checks and collect their ID. This is charged to the landlord at £37.50 per applicant, plus VAT.

Assured Shorthold Tenancy Agreements (AST) – If a Landlord would like Halls to draw up an AST, the charge for this is £90.00 plus VAT (£108.00 including VAT), this is not charged to the Landlords using the Let Only, Fully Managed and Management Plus Services.

Renewal of AST – If a Landlord requires a renewal of an AST, the charge is £75.00 plus VAT (£90.00 including VAT).

Notices – The change to a Landlord for supplying and issuing either a Section 21, Section 8 or Section 19 will be at a charge of £55.00 including VAT, this is not charged to the Landlords using Let Only, Fully Managed and Management Plus Services.

Holding Deposit (per tenancy) – One week’s rent. This is to reserve a property. Please Note: This amount will be retained by Halls to cover abortive costs, if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-To-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

Inventory/Schedule of Condition – Halls can supply a Landlord with a full written and photographic Inventory/Schedule of condition at a fee of £75.00 plus VAT (£90.00 including VAT) for 1-3 Bedrooms or £95.00 plus VAT (£114.00 including VAT) for 4 Bedrooms +, this is not charged to the Landlords using Let Only, Fully Managed and Management Plus Services.

Damage & Dilapidation Disbursement - Where the Property is not managed by Halls, in accordance with the Deposit Protection Service Halls will negotiate the cost of damage and losses due to breach of the Tenancy Agreement (if any) between the Landlord and Tenant. The charge to the Landlord for this service is £250.00 plus VAT (£300.00 including VAT). This service is dependent on the Landlord having a professional inventory of the Property, which has been accepted by Halls and the deposit being held in the Halls account under the Deposit Protection Service.

Non-Halls Introductions - Halls are happy to manage Properties let by other agents at a fee of 30% plus VAT (12% including VAT) of the rent. Halls will require copies of the Tenancy Agreements, a set of keys for the Property, a professionally compiled inventory, a copy of the deposit protection certificate, if applicable, and other relevant documents concerning the Property and to be instructed on the collection of the Rent and holding of the deposit. However, Halls can only offer the Rent Protection Service where Halls has vetted the Tenant.

Proof of Ownership – Under anti-money laundering legislation Halls are required to ‘know your client’. If the Landlord is unable to provide proof of the Landlord’s ownership of the Property Halls will be happy to contact the Land Registry for the information on the Landlord’s behalf, at a charge of £15.00 plus VAT (£18.00 including VAT) per application.

Additional Property Visits - Halls will carry out an initial visit to the Property during the first three months of the Tenancy and then visits will take place at approximately six-monthly intervals thereafter, provided the Tenant grants access. If the Tenant fails to grant access Halls will inform the Landlord who should take legal advice and inform Halls of any action to be taken. Additional visits or visits to empty properties incur a charge of £50.00 plus VAT (£56.00 including VAT) for each visit. Halls does not accept any responsibility for latent or hidden defects or for failure to notice anything concealed from Halls representatives. Any written or other report is prepared solely for the Landlord’s benefit and is not a warranty as to the state or condition of the Property.

The Landlord should be aware that most insurance policies contain stipulations and conditions concerning vacant and empty properties. A copy of any special conditions relating to vacant property should be given by the Landlord to Halls prior to the start of the Tenancy to ensure that they are given to the Tenant or the relevant clause within the Tenancy Agreement amended to take account of the actions or prohibitions specified within the policy.

Halls does not accept any responsibility for damage caused to the Property by fire, flood or theft whilst the Property is vacant, unless it is due to Halls negligence or breach of contract. Should the Landlord wish Halls to arrange supplies of services to be disconnected or switched off during the period, the Landlord must give Halls a written request to do so.

Abortive Costs - If Halls agrees the basic terms of a Tenancy with the Landlord and Halls are instructed to proceed with the formalities, to prepare and agree the documentation, apply for the relevant references etc., should the Landlord withdraw from the transaction prior to completion.

Green policy - Halls are committed to a green policy and endeavour to operate a paperless business. If a Landlord requires documents and/or communications to be sent other than by email or electronic communication Halls may charge an additional fee of £25.00 plus VAT (£30.00 including VAT).

Access for Contractors - Where Halls are required to accompany non-Halls contractors, utility companies etc. to a Property a charge of £30.00 plus VAT (£36.00 including VAT) per hour will be charged to the Landlord.
OSWESTRY
Queens Courtyard, Oswald Road
Oswestry SY11 1RB
📞 01691 670 320
📧 oswestrylettings@hallsgb.com

ELLESMERE
The Square
Ellesmere SY12 0AW
📞 01691 622 602
📧 ellesmerelettings@hallsgb.com

SHREWSBURY
2 Barker Street
Shrewsbury SY1 1QJ
📞 01743 236 444
📧 shrewsburylettings@hallsgb.com

KIDDERMINSTER
137 Franche Road
Kidderminster DY11 5AP
📞 01562 820 880
📧 kidderminsterlettings@hallsgb.com

WHITCHURCH
8 Watergate
Whitchurch SY13 1DW
📞 01948 663 230
📧 whitchurchlettings@hallsgb.com

BISHOPS CASTLE
43 Church Street
Bishops Castle SY9 5AD
📞 01588 638 755
📧 bishopscastle@hallsgb.com

HALLS HOLDINGS HOUSE
Bowmen Way, Battlefield
Shrewsbury SY4 3DR
📞 01743 450 700
📧 reception@hallsgb.com

unique coverage