



---

**RENTAL TERMS AND CONDITIONS  
FOR LANDLORDS**

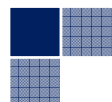
---

**2009**

1. **INTERPRETATION**

1.1 In these Conditions:

- "Agent"** means **HAMILTONS ESTATES**, an independent letting management service based at Somerville House, Birmingham, B1 2JB.
- "Additional Charges"** means any additional charges other than the Fee incurred in provision of the Services as defined in Condition 6.
- "Excluded Services"** means any legal responsibility for the state and repair of the Property or the investigation of the history of the Property or adjoining properties or for establishing whether there is a possibility of contamination on or near the Property.
- "Fee"** means the fee charged by the Agent for the Services as set out in Condition 5.
- "Landlord"** means you, as defined on the attached Landlord Information Sheet.
- "Property"** means the Property defined on the attached Property Information Sheet.
- "Rent"** shall mean the rent to be charged to the Tenant for usage of the Property during the Term identified following a market appraisal carried out by the Agent.
- "Services"** means any of the Tenant Finding Service, Rent Collection Service or Fully Managed Service as defined in Condition 4.
- "Tenancy Agreement"** means an assured shorthold tenancy agreement between the Landlord and the Tenant.
- "Tenant"** means the in-going tenant to the Property as notified in the Tenancy Agreement.
- "Tenant's Deposit"** means the deposit received by the Agent on behalf of the Landlord to secure the Property for the duration of the Term.



**"Term"** means the duration set out in the Tenancy Agreement.

**"Writing"** includes electronic mail, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation.

## 2. **BASIS OF THE PROVISION OF SERVICES**

2.1 The Agent shall offer and the Landlord shall purchase the Services (to exclude the Excluded Services) pursuant to these Conditions and to the exclusion of any other terms and conditions or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing.

2.2 No variation to these Conditions shall be binding, unless advised in writing from the Agent to the Landlord.

2.3 The Agent's employees are not authorised to make any representations concerning the Services, unless confirmed by the Agent in writing. In subscribing for the Services, the Landlord acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

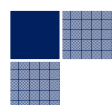
2.4 Any typographical clerical or other error or omission in any sales literature, quotation, price list, advertisement, invoice, marketing materials or other document (electronic or otherwise) issued by the Agent shall be subject to correction without any liability on the part of the Agent.

## 3. **ORDER OF EVENTS**

3.1 The Landlord shall contact the Agent to request the provision of the Services.

3.2 The Agent shall arrange to visit the Property and provide the Landlord with market appraisal identifying the Rent to be charged on the Property to the Tenant.

3.3 The Landlord in acceptance of the conditions set out herein shall sign the back page of these Conditions in order to facilitate the provision of the Services by the Agent.



**4. SERVICES**

4.1 The Agent herein agrees to act as an independent intermediary between the Landlord and the Tenant to facilitate the letting of the Property.

4.2 The Agent agrees with the Landlord that it will provide one of the Services set out in Condition 4.3 and as confirmed on the attached Landlord Information Sheet.

4.3 The Agent offers the following services:

4.3.1 A Tenant Finding Service which comprises, the Agent:-

4.3.1.1 inspecting the Property to carry out a market appraisal and providing a written quotation of the potential Rent figure;

4.3.1.2 advertising the Property to locate a Tenant;

4.3.1.3 conducting accompanied viewings of the Property with potential Tenants;

4.3.1.4 obtaining satisfactory references for the in-going Tenant together with a credit check on the Tenant's financial history;

4.3.1.5 preparing the Tenancy Agreement and ensuring that both the Landlord and the Tenant execute the same;

4.3.1.6 preparing an inventory of items at the Property, if requested to do so by the Landlord at the Additional Charges set out in Condition 6 hereof;

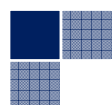
4.3.1.7 receipting the Tenant's Deposit to secure the Property for the duration of the Term; and

4.3.1.8 receiving from the Landlord the Fee for the Tenant Finding Service as set out in Condition 5.4 hereof.

4.3.2 A Rent Collection Service which, in addition to those services set out in Condition 4.3.1 (with the exception of Condition 4.3.1.8) comprises, the Agent:-

4.3.2.1 setting up a direct debit (standing order) from the Tenant's bank account to the Agent's bank account to facilitate the transfer of the Rent;

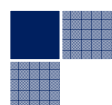
4.3.2.2 receiving the Tenant's agreed monthly Rent and forwarding it (less deduction of the Fees and any



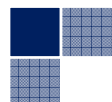
- Additional Charges in accordance with Conditions 5 and 6) to the Landlord's designated bank account as detailed on the attached Landlord's Information Sheet;
- 4.3.2.3 deducting the Fee in respect of the Rent Collection Service in accordance with Condition 5.5 hereof; and
  - 4.3.2.4 accounting to the Landlord on a monthly basis with a written statement of Rent collected and Fees deducted.
- 4.3.3 A Fully Managed Service which includes all of the services set out in Condition 4.3.1 and 4.3.2 (with the exception of the provisions of Condition 4.3.1.8 and 4.3.2.3) and which, further requires the Agent to:-
- 4.3.3.1 carry out periodic inspections of the Property in accordance with the terms of the Tenancy Agreement to check on its condition and the condition of any fixtures and fittings noted on the Inventory;
  - 4.3.3.2 report to the Landlord in relation to any defects (over the value of £100) or problems which the Agent has found as a result of a routine inspection or which have been brought to the Agent's attention by the Tenant;
  - 4.3.3.3 arrange for any necessary maintenance or repair work to be carried out (without the Landlord's consent if under £100 and with the Landlord's consent if over £100);
  - 4.3.3.4 pay from the Rent any relevant outgoings, services, as may be necessary from time to time;
  - 4.3.3.5 ensure that all utilities required by the Tenant at the Property are connected where reasonable and necessary, such utilities are to be paid by the Tenant; and
  - 4.3.3.6 deduct the Fee in respect of the Fully Managed Service in accordance with Condition 5.6 hereof.
- 4.3.4 The Fully Managed Service does not include the supervision of vacant properties.

## 5. FEES AND PAYMENTS FOR THE SERVICES

- 5.1 The Fee for the Services shall be the Agent's quoted price provided it is still current. All prices quoted are valid for 30 days only or until earlier acceptance by the Landlord.

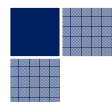


- 5.2 The Fee is exclusive of any applicable value added tax which the Landlord shall be additionally liable to pay to the Agent if requested.
- 5.3 The Agent requires payment of the Fee in UK Pounds Sterling unless notified otherwise to the Landlord by the Agent.
- 5.4 The Fee in respect of the Tenant Finding Service shall be a one-off fee of 10% of the annual Rent which shall be due for immediate payment by the Landlord in full on the finding of a suitable Tenant for the Property and the execution of the Tenancy Agreement.
- 5.5 The Fee in respect of the Rent Collection Service shall be payable as to:-
- 5.5.1 10% of the annual Rent which shall be due for payment in accordance with the terms of Condition 5.4; and
- 5.5.2 2.5% of the monthly Rent which shall be due for payment each month throughout the Term and which shall be deducted from the monthly Rent at source by the Agent.
- 5.6 The Fee in respect of the Fully Managed Service shall be payable as to:-
- 5.6.1 10% of the annual Rent which shall be due for payment in accordance with the terms of Condition 5.4; and
- 5.6.2 5% of the monthly Rent which shall be due for payment each month throughout the Term and which shall be deducted from the monthly Rent at source by the Agent.
- 5.7 The Agent shall not pay any Rent to the Landlord until it holds clear funds from the Tenant. All Rent to be passed to the Landlord will be subject to deductions for Fees, Additional Charges, maintenance and repair costs.
- 5.8 The Agent shall be entitled to charge the Landlord an abortive fee of a minimum of 50% of the first month's Rent if the Landlord cancels the Services at any time after the Services have been instructed and accepted by the Agent. The level of the abortive fee shall be at the Agent's sole discretion and each case shall be assessed on a quantum meruit basis.
- 5.9 In addition to the Fees set out in Conditions 5.4 to 5.6 inclusive the Landlord shall pay to the Agent all and any Additional Charges incurred by the Agent pursuant to the terms of Condition 6.
- 5.10 The Agent shall not be liable to refund any Fees paid by the Landlord if the Landlord refuses to complete the Tenancy Agreement once a Tenant has been found for the Property



**6. ADDITIONAL CHARGES**

- 6.1 In addition to the Fees payable by the Landlord in accordance with Condition 5 hereof, the Landlord shall also be liable for the following:-
- 6.1.1 a fee of £100.00+VAT shall be payable by the Landlord to the Agent in respect of the preparation of the Tenancy Agreement;
  - 6.1.2 if an Inventory is required in respect of the Property, the Landlord shall pay the charges to the Agent as set out on the attached Inventory Price Sheet.
- 6.2 Any such Additional Charges incurred in respect of Condition 6.1 shall be deducted from the first month's Rent and if there shall not be sufficient Rent to cover such payment, then it will be due for payment by the Landlord to the Agent immediately prior to the execution of the Tenancy Agreement.
- 6.3 Any other Additional Charges due for payment shall be invoiced to the Landlord at the time the expenditure is incurred by the Agent but in any event on a monthly basis.
- 6.4 The Agent reserves the right to arrange for third party suppliers to invoice the Landlord directly for services supplied on their instructions.
- 6.5 Subject to any special terms agreed in writing between the Landlord and the Agent the terms of payment shall be as follows:-
- 6.5.1 Once the Agent has produced an invoice to the Landlord it shall deduct the money from the month's Rent in which the invoice arises. To the extent that there is insufficient Rent to cover any part of the invoice then the invoice shall be payable by the Landlord to the Agent immediately on presentation unless otherwise agreed in writing with the Agent;
  - 6.5.2 The time for payment for the Services pursuant to these Conditions shall be of the essence;
  - 6.5.3 If the Landlord's cheque is returned by the Bank for any reason the Agent shall be able to charge the Landlord an additional fee of £25.00 per cheque.
- 6.6 If the Landlord fails to make any payment on the due date for the Services then without prejudice to any other right or remedy available to the Agent, the Agent shall be entitled in addition to:
- 6.6.1 cancel or suspend the provision of the Services to the Landlord;



6.6.2 appropriate any payment made by the Landlord for such of the Services as the Agent may think fit and retain any Fees paid and any monies held on account with the Agent (notwithstanding any purported appropriation by the Landlord); and

6.6.3 after 28 days from the date of the invoice charge the Landlord interest (both before and after any judgment) on the amount unpaid at the rate of 8% per cent per annum above the base rate of the Bank of England from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

6.7 Any Services which the Landlord shall require over and above those set out in these Conditions shall be quoted for separately or constitute a separate contract.

## 7. **LANDLORD'S OBLIGATIONS**

7.1 The Landlord hereby represents, warrants and undertakes to the agent that all information provided by the Landlord relating to a Property is complete, correct and not misleading, either on its face or by inference or omission) and that there are no material facts known to the Landlord which may be relevant to the Agent in carrying out the provision of the Services. In particular the Landlord should be aware that the Property Mis-descriptions Act 1991 makes it an offence to make a false or misleading statement about a property in certain circumstances.

7.2 Pursuant to Condition 7.1 the Landlord undertakes to the Agent to check and verify, insofar as it is reasonable to do so, all marketing material sent to the Landlord by the Agent for approval and notify the Agent without delay if any matter contained therein is or thereafter becomes inaccurate or misleading.

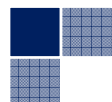
7.3 The Landlord hereby confirms that he is the legal owner of the Property and that he has the right to let the Property which shall include obtaining the relevant consents from any mortgage lender, superior landlord or other third party.

7.4 The Landlord confirms that he has complied with the following and has:-

7.4.1 A current and validly subsisting buildings insurance policy in place in respect of the Property;

7.4.2 A Safety Certificate for all gas appliances in accordance with the Gas Safety (Installation and Use) Requirements 1998 and confirmation that an annual service policy is in place;

7.4.3 A Safety Certificate for all low voltage electrical equipment in accordance with the Electrical Equipment (Safety) Regulations 1994;



7.4.4 A Fire Safety Certificate or written confirmation that there is compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended);

7.4.5 An Energy Performance Certificate;

7.4.6 Confirmation that the Landlord has notified the Local Authority, Gas Company, Electricity Company, Water Company, Telephone Company of any tenancy and confirmation that the Landlord has brought all utilities' invoices up-to-date prior to the commencement of the Term.

7.5 Should the Landlord require the Agent to deal with instructing any party to put in place any of the requirements set out at Condition 7.4, then the Landlord shall instruct the Agent prior to the execution of the Tenancy Agreement to do so and the Landlord shall bear all costs incurred by the Agent in carrying out the Landlord's request.

## 8. **RENEWALS, CANCELLATIONS AND SALES**

8.1 If the Landlord requires the Agent to renew the Tenancy Agreement with an existing Tenant at the end of the Term, then the Agent shall be entitled to take the equivalent of the Fee in respect of the Tenant Finder Service at the commencement of the new term followed by the Fees in the usual course in accordance with Condition 5.

8.2 Should a sale be agreed by the Landlord to a Tenant provided by the Agent, during or after the Term, the Agent shall be entitled to [1%] of the purchase price which shall be payable by the Landlord to the Agent upon exchange of contracts for sale.

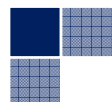
8.3 The Landlord may only cancel the Term in accordance with the provisions of the Tenancy Agreement.

8.4 It is the Landlord's responsibility to instruct his own solicitor in the event that a Tenant needs to be evicted for breach of the terms of the Tenancy Agreement and the Agent shall have no liability in this respect.

## 9. **OVERSEAS LANDLORDS**

9.1 The Agent is required in accordance with the Taxes Act 1988 and the Taxation of Income from the Land (Non Residents) Regulations 1995 to supply to HM Revenue & Customs details of rental income and expenses deducted for all non-resident landlords. The Agent shall make a charge of [£40.00] for this, deducted at [£10.00] per [quarter];

9.2 The Landlord shall indemnify the Agent for any costs which the Agent may incur as a result of the Landlord living overseas.

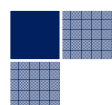


**10. FAILURE TO PROVIDE THE SERVICES**

- 10.1 Although the Agent shall use its reasonable endeavours to perform the Services by the time set out in these Conditions, time of delivery shall not be of the essence and failure to perform the Services by the date set out in these Conditions shall not constitute a breach.
- 10.2 The Agent has the right at any time to assign or sub-contract all or any of its obligations for the provision of the Services to any other associated or connected company or subsidiary or holding company as it may from time to time decide without giving notice of the same to the Landlord.
- 10.3 If the Agent fails to provide the Services for any reason other than any cause beyond the Agent's reasonable control or the Landlord's fault, and the Agent is accordingly liable to the Landlord, the Agent's liability shall be limited to the level of the annual Rent as set out in the Tenancy Agreement.

**11. WARRANTIES AND LIABILITY**

- 11.1 Any claim by the Landlord which is based on any debate in the quality of the Services must be notified to the Agent within five days from the date of their provision. If the Landlord does not notify the Agent, the Agent shall have no liability to the Landlord and the Landlord shall be bound to pay the Fee as if the Services had been delivered in accordance with these Conditions.
- 11.2 The Agent shall not be liable for any delay in, or omission of, publication or transmission or any error in any advertisement. In addition the Agent shall rely on the information supplied to it by the Landlord as being true and accurate and not misleading, defamatory or illegal and the Agent shall not be liable if such information is found to be otherwise.
- 11.3 The Agent shall not be liable to the Landlord in respect of any loss of profit, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Landlord as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Agent had been advised of the possibility of the Landlord incurring the same.
- 11.4 Nothing in this Condition 11 shall confer any right or remedy upon the Agent to which it would not otherwise have been legally entitled.
- 11.5 The Agent may from time to time by written agreement agree to extend their liability within this Condition 11 to a higher limit of liability, provided insurance can be obtained by the Agent for such higher limit prior to such agreement in writing and provided that the Landlord reimburses the Agent for the cost of the additional insurance prior to such agreement in writing.



**12. FORCE MAJEURE**

12.1 The Agent shall not be liable to the Landlord or be deemed to be in breach of the provision of the Services by reason of any delay in performing or any failure to perform any of the Agent's obligations in relation to the Services if the delay or failure was due to any cause beyond the Agent's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Agent's reasonable control:

12.1.1 act of God, explosion, flood, tempest, fire or accident;

12.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12.1.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Agent or of a third party);

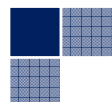
12.2 If upon the happening of any one of the events set out in Condition 12.1, then the Agent may, at its option suspend provision of the Services while such event or circumstances continues; and/or terminate any contract so affected with immediate effect by written notice to the Landlord and the Agent shall not be liable for any loss or damage suffered by the Landlord as a result thereof.

**13. GENERAL**

13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

13.3 The Contract shall be governed by the laws of England and the Landlord agrees to submit to the non-exclusive jurisdiction of the English Courts.



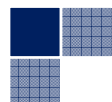
**INVENTORY INFORMATION SHEET**

	<b>Inventory Prices</b>	<b>Energy Performance Certificate Prices</b>	<b>Check In/Out Prices</b>
1 and 2 Bed	£70.00	£75.00	£35.00
3 Bed	£85.00	£90.00	£40.00
4 Bed	£100.00	£105.00	£50.00
5 Bed	£115.00	£120.00	£60.00
6 Bed	£125.00	£130.00	£70.00

**NB 1** Check In Prices are borne by the Landlord, and Check Out Prices are borne by the Tenant.

**NB 2** If an Inventory and an Energy Performance Certificate are carried out at the same time, a £10.00 discount will be applied to the total price.

**NB 3** All prices listed above are subject to change without notice as they are provided by a third party instructed by the Agent



**LANDLORD INFORMATION SHEET**

Owner's First Name.....Last Name.....

Address.....

Area.....Post Code.....

Land Line Telephone.....Mobile.....

Email.....Landlord Insurance? YES/NO (recommend)

**Service Required:**

Tenant Finder Service    Rent Collection Service    Fully Managed Service

**BANK ACCOUNT DETAILS**

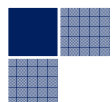
Bank Name.....Branch Name.....

Address.....

Area.....Post Code.....

Sort Code.....Account Number.....

Reference.....



**PROPERTY INFORMATION SHEET**

Address .....

Area.....Post Code.....

Date Available for Rent.....Proposed Monthly Rent.....

Council Tax Band.....Refuse Collection Day.....

Gas Corgi Certificate Number.....Supplier.....

Electric Last Inspection Date.....Suppler.....

Telephone Supplier.....Water Supplier.....

Off Road Parking.....Garage.....

Furnished YES / NO Bus Route..... Alarm.....

Property Description.....

**INSTRUCTION**

I have read and accept the attached Terms and Conditions and instruct Hamiltons Estates to let my property in accordance with the agreed Services and Fees indicated above.

Print Full Name.....

Print Full Address.....

Signed.....Signed.....

Dated.....

