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## **Lettings Terms & Conditions**

### Definitions

“You” or “The Landlord” – the sole/joint owners of the property named on the instruction form at the end of the Terms & Conditions.

“The Agent” – referring to the partnership trading as Hatched.co.uk

“The Property” – together with fixtures furniture appliances and effects

“The Tenant” – any tenant or tenants of the Property introduced by Hatched.co.uk

“The Tenancy” – the period that the Tenant remains in occupation of the property

When instructing Hatched.co.uk to act as Letting/Management agent the following terms and conditions are agreed to by the Landlord of the Property.

### **1. General Authority**

The Landlord confirms that he/she is the sole joint owner of the Property and that he/she has the right to rent out the property under the terms of the mortgage or head lease and will provide the agent with proof to verify. Where necessary, the landlord confirms that permission to let has been granted by their mortgage lender.

### **2. Indemnity of Agent**

The Landlord will indemnify and keep indemnified the Agent from and against any and all losses, damage or liability suffered from during the time the Agent has or is acting on his/her behalf.

### **3. Fixtures & Fittings**

The Landlord agrees to make the Property available in good, clean, safe and able to let condition. The Landlord is also expected to ensure that all equipment, electrical or otherwise, provided with the property is fully operational and serviced at the commencement of a Tenancy.

### **4. Repairs & Maintenance**

Landlords are reminded that they have statutory obligations to maintain their properties in a good and tenable order. If the Landlord does not have preferred contractors the Agent will instruct tradesmen that have proved reliable to date. Normal procedure will be for the Agent to obtain an estimate for Landlords approval. However, in order to obtain a detailed estimate it will often be necessary for the tradesman to attend the property and a call-out charge will be incurred. In the event of emergency, where the property is found to be insecure or at risk of imminent or future damage or could potentially cause harm to a tenant then the Agent is authorised to action the works necessary. The Agent will pay invoices for any works authorised from rents received.

### **5. Insurance**

The Landlord must ensure that the building & contents insurance cover is adequate and that the policy covers furnished lettings. Please note that many household insurances polices do not provide such cover.

### **6. The Rent**

unless otherwise stated, rents quoted to a Tenant by us on the Landlords behalf are inclusive of Ground Rent and Service Charge for which the Landlord is responsible, with the exception of Gas, Electricity, the Telephone service, Water charges and utilities for fuel, oil or other, where independent systems exist. The payment of council tax will normally be responsibility of the tenant for the duration of the Tenancy. The Landlord will be responsible for payment of council tax when the property is empty.

### **7. Inventories**

When opting for Hatched.co.uk fully managed service (see below) it will be necessary for a full inventory of the Property to be prepared (it is strongly for the Letting and Rent collection services). This is to protect your interests and the Property. The Landlord will be responsible for the cost of the creation of the inventory and checking in of the tenants with the inventory at the beginning of the Tenancy. These costs will be deducted against the Landlords initial rental balance payment. The Tenant is responsible for the cost of the check-out of the inventory at the end of the Tenancy, and this will be deducted from the Tenants deposit. We can instruct Independent Inventory clerks we cannot accept liability for any error or omission on their part, since they are not in our employ. The charges for the production of the inventory and the check-in fee vary dependent on size of the Property and whether it is let furnished or unfurnished. Quotations supplied on request.

### **8. Tenancy Agreement**

The standard agreement will be for six months including a provision to continue after the sixth month by way of the tenant giving one months notice of vacating (earliest date being from 5<sup>th</sup> month of the Tenancy), and the Landlord giving two months notice from a rent due date for vacant possession (earliest date being from the 4<sup>th</sup> month of the Tenancy). If the Landlord requires vacant possession they must give the Agent written instruction to give two months written notice, the earliest date being prior to the end of the 4<sup>th</sup> month of the Tenancy.

### **9. Deposit & Deposit Protection**

Upon signing the Tenancy Agreement, Hatched.co.uk will collect a dilapidations deposit from the Tenant(s) in addition to any rents due. Unless instructed otherwise, this will be calculated as one and a half times the monthly rent. When providing *the fully managed service*, Hatched.co.uk will register the deposit with the tenancy deposit scheme Tenancy Deposit Solutions. The deposit will then be held in a separate and secure client account. The Agent will owe a duty of care to both the Landlord and the Tenant to see that the deposit is paid out correctly after an inventory check-out report has been assessed. In the event of disputed dilapidations between the Landlord and Tenant either party may inform the relevant tenancy deposit scheme of the dispute. In this case the amount of dispute will be forwarded to the tenancy deposit scheme by Hatched.co.uk for resolution.

For all Landlords who we register a deposit for (where we provide our Fully Managed) we require the Tenancy Deposit Solutions Registration form to completed in full (see last page).

### **10. Termination of Management Service**

**10.1** Either party may give one months notice in writing. Either a minimum fee of £150.00 (+ VAT) or a placement fee equivalent to 35.00% of one months rent + VAT (whichever is greater) will be payable by the Landlord to the Agent where the Landlord intends to continue letting to tenants introduced by the Agent after the termination of the service, unless the Agent is in breach of these terms and conditions.

**10.2** If the Landlord withdraws his property after references are taken on potential tenants and prior to a proposed tenancy stating the Landlord agrees to pay the Agent double the administration fee charged to the Tenant as compensation to the proposed tenant and the Agent costs, and also any costs incurred for the production of an inventory, maintenance, or gas and electrical safety inspections.

### **11. Purchases by Tenant**

In the event of the Tenant, or any person or company associated with the Tenant, or any person introduced by Hatched.co.uk to the property, purchases the property during or within six months of the end of any Tenancy (having previously or subsequently entered into a Tenancy or not) the Landlord will pay 0.25% commission to Hatched.co.uk equivalent to the sales price agreed and payable upon completion, plus VAT.

### **12. Safety Regulations**

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

The Landlord is legally obliged to have all gas appliances inspected annually by a CORGI registered engineer and a Landlord Gas Safety Certificate provided, with copies for the Tenant and Agent. The Landlord confirms that these regulations have and will continue to be fully complied with.

#### **12.2 The Electrical Equipment (Safety) Regulations 1994**

The Landlord is legally obliged to ensure the safety of electrical appliances all wiring and pugs sockets in the Property and the electrical supply is "safe` and will not cause "danger` and complies with all statutory requirements.

#### **12.3 The Furniture and Furnishings (Fire) (Safety) Regulations 1988**

The Landlord is legally obliged to ensure that all furniture in the Property, included in the letting, provided or added during the Tenancy fully comply with the Consumer Protection Act 1987 and all statutory instruments made under it including in particular the Furniture (Fire) (Safety) Regulations 1988 as amended in 1989 and 1993.

**12.4** The Landlord will indemnify the Agent against any expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards.



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### **13. Other Regulations**

#### **13.1 Non Resident Landlord**

The Agent will retain 20% of the net rental income as overseas tax on behalf of the Inland Revenue for any Landlord that they believe to be residing outside of the UK. Landlords can apply to the Inland Revenue for a Non Resident Landlord Approval Number by completing an NRL1 form and forwarding this to the relevant Inland Revenue office. All monies held will be retained until an Approval Number has been confirmed to the Agent in writing by the Inland Revenue or until these monies are forwarded to the Inland which the Agent is obliged to do on a quarterly basis. If the Property is jointly owned an Approval Number must be received for all parties. The Agent will not be held liable for refunding any monies forwarded to the Inland Revenue. The Landlord will have to liaise directly with the Inland Revenue regarding these.

#### **13.2 Property Mis-descriptions Act 1991**

It is the Landlord's responsibility to check the website description of his/her property and notify Hatched.co.uk of any amendments required. The Landlord shall indemnify Hatched.co.uk against any claim made in respect of the property or any mis-description herein that arise wholly or partially out of the act or default of the Landlord(s).

#### **13.3 Energy Performance Certificate (EPC)**

An EPC that is no more than 10 years old is required for any dwelling offered to let as of 1<sup>st</sup> October 2008. It is the Landlord's responsibility to ensure that the EPC is in place and available for prospective tenants to view once the property is on the market. The Landlord could be liable for a fine if a property is found not to have an EPC and has been on the market since 1<sup>st</sup> October 2008. Hatched.co.uk are able to arrange for an EPC to be completed on the Landlord's behalf (please see costs involved below).



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### Letting Services and Charges

**If your property is located within a 10 mile radius of any Hatched.co.uk Ltd office:**

#### **The Tenant Finding Service**

This service includes

- i) Introduce prospective tenant for the Property
- ii) Co-ordinate viewings with the Landlord and prospective tenant.
- iii) Negotiate the terms of the Tenancy Agreement between the Landlord and the prospective tenant.
- iv) Complete a full reference check on the prospective tenant.
- v) Arrange for the Tenancy Agreement and other relevant Notices to be signed and collection of the first months rent and dilapidations deposit.
- vi) The forwarding of the first months rent and deposit to the Landlord or Landlords bank

#### **Charges for Tenant Finding Service:**

Tenant Finding Fee - 35.00% of one month rent + VAT (subject to a minimum fee of £150.00 + VAT)

Tenancy Set-up Fee (using Hatched.co.uk Tenancy Documents) - £85.00 + VAT

#### **The Fully Managed Service**

This service includes points i) to vi) above, plus

- vii) Collection of Monthly rent on Landlords behalf
- viii) The demand of rent in the event of non-payment in the form of calls to the Tenant and a series of letters requesting payment.
- ix) The forwarding of the monthly rental balance to the Landlord or Landlords bank
- x) The forwarding of a monthly rental balance statement to the Landlord
- xi) Before the Tenancy commences, to arrange for an inventory to be produced by an independent inventory clerk and arrange the check-in appointment of the new Tenant.
- xii) To hold and register with the tenancy deposit scheme Mydeposits the dilapidations deposit for the duration of the tenancy.
- xiii) To inform service companies and Local Authority of new tenancies and supply relevant meter readings on each occasion.
- xiv) Co-ordination of repairs and maintenance required for the duration of the Tenancy, including informing Landlords of these issues, instructing relevant contractors, and settling contractor accounts from rents received.
- xv) Regular inspections of the Property are carried out, the initial inspection being 3 months into the Tenancy and then on a half yearly basis.
- xvi) At the end of the Tenancy to arrange the check-out appointment by an independent inventory clerk, and upon receipt of the clerks report to deal with any dilapidations, agree the return of the Tenants deposit with both parties and un-protect of the deposit with the relevant tenancy deposit scheme.
- xvii) Our management service only applies to the setting up of and duration of the Tenancy. The Agent cannot be responsible for security or supervision of the Property when it is not let.

#### **Charges for Fully Managed Service**

Management Fee – 6.00% of the monthly rent + VAT (subject to a minimum monthly fee of £35.00 + VAT)

Tenancy Set-up Fee - £85.00 + VAT



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**If your property is located more than 10 miles from any Hatched.co.uk Ltd office:**

We offer the Tenant Finding Service detailed above with the following fee structure;

Letting Launch Fee - £199.00 + VAT

For first tenant found;

Tenant Finding Fee – 15.00% of the first months rent + VAT

For Future Tenants found;

Tenant Finding Fee – 35.00% of the first months rent + VAT (subject to a minimum fee of £150.00 + VAT)

Tenancy Set-up Fee (using Hatched.co.uk Tenancy Documents) - £85.00 + VAT

Subsequent visits on request of the Landlord to update photographs, details, etc will be charged at the discretion of Hatched.co.uk.



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**Acceptance of Terms & Conditions & Instruction to Let**

(Please fill out in full and tick in the appropriate boxes) I/We confirm that we are the beneficial owner(s) or alternatively have the authority from the beneficial owner(s) to let out.

The Property known as:

.....  
.....  
.....  
.....  
Post Code.....

My/Our correspondence address will be:

.....  
.....  
.....  
.....

For tax purposes

I/We certify that I/We am/are resident in the UK

I/We certify that I/We am non resident in the UK

I/we confirm I/we have read and understood and agree to accept the Terms & Conditions and I/we instruct Hatched.co.uk to act on my/our behalf for the purpose of letting my/our property.

The service I/we wish to undertake and the charges above that I/we agree to are;

**For properties within a 10 mile radius of any Hatched.co.uk Ltd office:**

**The Tenant Finding Service** (subject to a minimum fee of £150.00 + VAT)  
35.00% of first months rent + VAT

Tenancy Set-up Fee – Hatched.co.uk Tenancy Documents - £85.00 + VAT

**The Fully Managed Service** (subject to a minimum monthly fee of £35.00 + VAT)  
6.00% of the monthly rent + VAT and £85.00 + VAT Tenancy Set-up Fee

**For properties further than 10 miles from any Hatched.co.uk Ltd office:**

**The Tenant Finding Service**

Letting Launch Fee - £199.00 + VAT and

Tenant Finding Service – 15.00% of first months rent + VAT in the first instance increasing to 35.00% + VAT for the second tenancy and beyond

(subject to a minimum fee of £150.00 + VAT) for future tenants found

Tenancy Set-up Fee – Hatched.co.uk Tenancy Documents - £85.00 + VAT

**Supply Energy Performance Certificate** - £60.00 + VAT



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**Acceptance of Terms & Conditions & Instruction to Let (Cont.)**

Landlord 1 Signature	.....	(If applicable)	Landlord 2 Signature.....
Print Name	.....	Print Name	.....
Date	.....	Date	.....

# Agency Landlord Registration Form

**THIS FORM SHOULD BE COMPLETED BY INDIVIDUAL OR COMPANY LANDLORDS AND PASSED TO THEIR MANAGING AGENTS**

Please complete the following information and return to your managing agent. You should be aware of your obligations relating to the protection of deposits under Tenancy Deposit Protection legislation and the requirement for deposits taken from tenants to be protected within 14 days from the date you took the deposit.

## Member Details

Member Name:  Member Number:

## Landlord Details

Landlord Full Name: Title:  Name:

Address:

Postcode:

Are you acting as a company? YES  NO

## Landlord Company Details

Contact Name:

Position within Company:

Company Registration Number (where appropriate):

## Company Registered Address

Same as correspondence address? YES  NO

Address:

Postcode:

## Financial History

Have you, your company, partnership or trading entity, its directors, partners and/or owners ever been:

Q1. Convicted of (or do you have a hearing pending for) money laundering, fraud or any other financial crime? YES  NO

Q2. Refused membership of any other tenancy deposit protection scheme whether insurance-based or custodial? YES  NO

Q3. Refused a licence to operate a private rented property as required under the Housing Act 2004? YES  NO

Signed:  Dated:

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