

HUTTONS PROPERTY · LETTINGS & PROPERTY MANAGEMENT

Terms of Business

For managed and non-managed residential property · Assured Periodic Tenancies · England · 2026. Please read these Terms carefully, then complete and sign the acceptance section on the final page.

1.0 Definitions

1.1 AGENT / WE / US

Huttons Property Limited trading as Huttons Property, 47 Station Road, Hayes, UB3 4BE.

1.2 LANDLORD / YOU / YOUR

The person or persons with the legal right and authority to let the Property and who appoint the Agent under these Terms of Business.

1.3 TENANT

Each person entitled to occupy the Property under the Tenancy Agreement.

1.4 ASSURED PERIODIC TENANCY OR APT

An assured tenancy running on a weekly or monthly rolling basis without a fixed contractual end date, where the statutory assured tenancy regime applies.

1.5 TENANCY AGREEMENT

The contract between the Landlord and Tenant recording the terms of occupation. It is separate from these Terms of Business.

1.6 PROPERTY

The dwelling identified in the acceptance section, including its fixtures, contents, gardens, outbuildings, parking and rights over common areas where applicable.

1.7 RENT

The contractual rent payable by the Tenant and any lawful sums treated as rent.

1.8 DEPOSIT

Money lawfully taken as security against tenant breaches, protected in accordance with an authorised tenancy deposit scheme where required.

1.9 CLIENT ACCOUNT

The designated non-interest-bearing client money account used by the Agent for money held on behalf of clients.

1.10 EMERGENCY

A situation involving an immediate risk to life, serious injury, major damage, essential services or urgent statutory non-compliance.

1.11 WORKING DAY

A day other than a Saturday, Sunday or public holiday in England.

2.0 Our charges

The Landlord should read this section carefully. It sets out the commission, fees and additional charges payable for the selected service. By signing these Terms of Business, the Landlord authorises the Agent to deduct fees, expenses and authorised costs from rent or other client money held for the Landlord.

2.1 TENANT FIND ONLY

The fee is 6% of the rent plus VAT. It is payable from the first month's rent once a tenancy is agreed. If the first month's rent does not cover the fee, the balance must be paid before the Tenant moves in.

A New Tenancy Set-Up Fee of £150 plus VAT is also payable for agreeing terms and preparing a bespoke tenancy agreement.

The service ends after the Tenant has moved in and the move-in monies and documents have been dealt with, except for obligations that expressly continue under these Terms.

2.2 RENT COLLECTION ONLY

The fee is 7% of the rent plus VAT and is payable monthly for the whole period during which the Tenant introduced by the Agent remains in occupation and the Agent collects rent.

The service includes the Tenant Find Only service and ongoing rent collection and accounting. It does not include day-to-day property management, repairs, inspections or contractor supervision.

2.3 FULL MANAGEMENT

The fee is 9% of the rent plus VAT and is payable monthly for the whole period during which the Tenant remains in occupation and the Agent provides the management service.

The service includes Tenant Find Only, Rent Collection Only and the management functions described in clause 3.3.

2.4 ADDITIONAL CHARGES

2.4.1 New Tenancy Set-Up Fee — £150 plus VAT.

2.4.2 Replacement or materially revised tenancy documentation — £120 plus VAT. This is not charged merely because an APT continues automatically.

2.4.3 Inventory and Check-Out Report — price on application, based on the independent provider's quotation.

2.4.4 Safety certificates — contractor cost plus £20 for arranging a gas safety record or electrical installation condition report.

2.4.5 Safety alarms — contractor cost plus £20 for supplying and fitting smoke or carbon monoxide alarms.

2.4.6 Energy Performance Certificate — contractor cost plus £20.

2.4.7 Key cutting — contractor cost plus £20.

2.4.8 Managing larger works — 10% of the contractor's invoice for overseeing works above £500 plus VAT.

2.4.9 Serving a legal notice — £120 for formal service of a possession notice, subject to legal eligibility and any solicitor review required.

2.4.10 Annual income and expenditure statement — £60, included in Full Management.

2.4.11 Early sale fee — £500 plus VAT if the Property is sold with the Tenant in occupation, waived where Huttons Property handles the sale.

2.4.12 Withdrawal fee — 10% of the agreed fee if the Property is withdrawn within the agreed marketing period or a suitable offer is

rejected.

2.4.13 Overseas payment — £30 for an international bank transfer.

2.5 INTEREST AND VAT

Undisputed invoices are payable within 30 days. Interest may be charged at 4% above the Bank of England base rate from the due date, subject to applicable law.

VAT is added where stated at the prevailing rate. Third-party costs may also carry VAT.

3.0 Lettings and management services

3.1 TENANT FIND ONLY SERVICE

Upon receiving instructions, the Agent will prepare marketing particulars, advertise the Property through suitable channels, arrange and conduct viewings where agreed, provide feedback, negotiate offers and submit prospective tenant details to the Landlord.

The Agent may use its website, major property portals, database, boards, photography, floor plans, social media, office displays and suitable third-party channels. Specialist advertising requested by the Landlord will be charged separately.

The Agent will state the asking rent and will not invite, encourage or accept rental bids above the advertised asking rent where this is prohibited by law.

Applicants may be subject to identity, Right to Rent, affordability, credit, employment, previous landlord, fraud and sanctions checks. Referencing reports are based on third-party information and do not guarantee future payment or conduct.

The final decision to accept a Tenant belongs to the Landlord unless the Landlord has expressly authorised the Agent to decide. The Agent may refuse an instruction that is unlawful, discriminatory or creates unacceptable regulatory risk.

The Agent will agree the proposed rent and principal terms subject to the Landlord's approval and prepare or arrange the APT agreement and required written information.

The Agent will collect permitted move-in monies, arrange execution of the tenancy documents and release keys only after required cleared funds and documents have been received.

Where instructed, the Agent will arrange an independent inventory and schedule of condition. An inventory is strongly recommended because deposit deductions may be difficult to establish without reliable evidence of condition at the beginning of occupation.

Where the Agent is instructed to protect the Deposit, it will register the Deposit and provide prescribed information within the applicable statutory time limit. Where the Landlord retains responsibility, the Deposit will be transferred and the Landlord must provide evidence of compliance promptly.

After move-in, rent will normally be paid directly to the Landlord under Tenant Find Only. The Agent has no ongoing collection, arrears, repairs, inspection or management responsibility unless separately agreed.

3.2 RENT COLLECTION ONLY SERVICE

The Agent will demand and receive rent into its Client Account, deduct authorised fees and costs and remit cleared funds to the Landlord's nominated account as soon as reasonably practicable.

The Agent will provide electronic rent statements and make reasonable initial contact where rent is late. The Agent does not guarantee payment and is not responsible for bank charges or financial loss caused by tenant default unless resulting from the Agent's negligence or breach.

Formal debt recovery, possession proceedings, solicitor instructions, advocacy and enforcement are not included in the percentage fee.

3.3 FULL MANAGEMENT SERVICE

The Agent will act as the normal point of contact for the Tenant, receive repair reports, assess urgency, arrange contractors within the agreed authority and report significant matters to the Landlord.

The Agent will undertake periodic visual visits at intervals determined by its operational policy and risk assessment, subject to the Tenant granting lawful access. These visits are not structural surveys, inventories, safety inspections or guarantees that hidden defects or breaches will be discovered.

Unless another amount is recorded in the acceptance section, the Agent may authorise routine repairs up to £250 including VAT per item. For larger non-emergency work, the Agent will normally obtain approval and, where practical, estimates.

In an Emergency the Agent may take reasonable action without prior approval where the Landlord cannot be contacted. The Landlord remains responsible for the cost.

The Landlord must keep the Agent in sufficient funds. The Agent may retain an agreed maintenance reserve and may decline to instruct non-emergency work until cleared funds are available.

The Agent may arrange gas, electrical, EPC, alarm and other compliance services at the charges shown in clause 2.4. Arranging a service does not transfer the Landlord's underlying legal responsibility.

The Agent may use competent contractors and may retain disclosed referral or administration income where lawful. Contractor workmanship remains the contractor's responsibility, except where loss results from the Agent's own negligence or breach.

For works above £500 plus VAT, the Agent may charge 10% of the contractor's invoice for project coordination and oversight.

Full Management does not include supervision of the Property while vacant unless separately agreed. The Landlord must notify the insurer where the Property is empty for longer than the period allowed by the policy.

There is no rent guarantee, rent protection, guaranteed payment date or Platinum service under these Terms of Business.

4.0 General information

4.1 ASSURED PERIODIC TENANCY AGREEMENTS

For a private assured tenancy in England, the intended agreement is an Assured Periodic Tenancy. It runs on a rolling weekly or monthly basis and has no fixed contractual end date.

An assured tenancy agreement must not include a fixed end date. If an end date is inserted, it will not operate as a fixed-term expiry and may expose the Landlord to enforcement action.

The APT continues until the Tenant ends it by valid notice, the parties agree in writing to end it, the Landlord obtains possession through the lawful statutory process, or another lawful event ends the tenancy.

Company lets, licences, resident-landlord arrangements, holiday lets, certain student accommodation and other excluded or non-assured arrangements require different documentation. The Agent may require specialist legal advice before proceeding.

4.2 RENTERS' RIGHTS ACT 2026

The changes applying to the private rented sector in England took effect on 1 May 2026. Existing assured shorthold tenancies generally became assured periodic tenancies and new private assured tenancies are APTs.

The Agent will provide or arrange the prescribed written tenancy information and any official government information sheet required for transitional tenancies. The Landlord must provide all information needed for compliance.

The Landlord and Agent must comply with the current restrictions concerning rental bidding, rent in advance, unlawful discrimination, rent increases, pets and other matters introduced or amended by the Act.

4.3 POSSESSION AND SECTION 8

Section 21 no-fault possession has been abolished for affected private rented sector tenancies and is not part of these Terms of Business.

A Landlord seeking possession of an APT must rely on a valid ground under Section 8 of the Housing Act 1988 as amended, or any successor provision, and serve the correct prescribed notice with the correct notice period.

Grounds may include the Landlord or qualifying family member moving in, sale of the Property, serious or persistent rent arrears, breach of tenancy, damage, false statements, antisocial behaviour or another statutory ground. The evidence and notice period vary according to the ground.

Service of a notice does not itself end the tenancy. If the Tenant does not leave, the Landlord must obtain a court order and use lawful enforcement. The Landlord is responsible for solicitor, court, advocate, bailiff and enforcement costs.

The Agent may serve a notice when instructed and reasonably satisfied that the factual and legal requirements are met. It may require a specialist solicitor to approve the notice before service. No possession outcome is guaranteed.

4.4 INVENTORIES AND DEPOSITS

The Deposit must not exceed the statutory cap and must be protected and prescribed information provided within the applicable deadline.

At the end of the tenancy, proposed deductions must be supported by evidence and take account of fair wear and tear, age, condition, causation and betterment. Unresolved disputes may be referred to the relevant scheme's alternative dispute resolution service.

The Agent may retain sufficient client money to settle authorised outstanding liabilities, subject to deposit protection and client money rules.

4.5 LANDLORD SAFETY AND LEGAL DUTIES

The Landlord is responsible for ensuring the Property is safe, fit for human habitation, properly repaired and compliant throughout the tenancy.

The Landlord must provide a valid gas safety record where gas is present, an electrical installation condition report and completed remedial works, a valid EPC unless exempt, and smoke and carbon monoxide alarms in all locations required by law.

Furniture and furnishings must comply with fire safety requirements. The Landlord must address legionella risk, blind-cord safety, building and fire safety, damp and mould, hazards and any applicable Decent Homes requirements.

The Landlord must obtain every required HMO, selective or additional licence and comply with all licence conditions. Planning, building control, superior lease, mortgage and insurance requirements remain the Landlord's responsibility.

The Landlord must cooperate with Right to Rent checks and provide accurate details of all intended occupiers. The Agent may refuse to allow occupation until required documents and safety evidence are complete.

The Landlord must comply with any private rented sector database, landlord redress or ombudsman requirement when it applies.

4.6 UTILITIES, COUNCIL TAX, CONSENT AND INSURANCE

The Tenant is normally responsible for occupation-period utilities and council tax, subject to HMO and other statutory rules. The Landlord remains responsible during void periods and for service charges, ground rent and owner liabilities.

Where information and meter readings are available, the Agent may notify councils or utility providers of occupation changes. The Agent cannot guarantee that third parties update their records correctly and accepts no responsibility for utility accounts except where loss results from its negligence or breach.

Before marketing or granting a tenancy, the Landlord must obtain any required consent from a mortgage lender, freeholder, superior landlord, management company, insurer and local authority. Relevant lease restrictions and special conditions must be supplied to the Agent in time to be included in the tenancy documentation.

The Landlord must maintain suitable specialist landlord buildings insurance and, where relevant, contents and public liability cover. The Agent is not an insurance adviser.

4.7 ACCESS AND QUIET ENJOYMENT

Access must be arranged on lawful notice and with the Tenant's agreement except where immediate entry is legally permitted. The Landlord must not harass the Tenant, interfere with quiet enjoyment or attempt unlawful eviction.

The Landlord must provide all keys, fobs, permits, alarm instructions and access information needed for the service.

4.8 TAX AND NON-RESIDENT LANDLORDS

Rental income may be taxable in the United Kingdom. The Landlord is responsible for obtaining independent tax advice and making all required returns.

Where the Non-Resident Landlords Scheme applies and the Agent does not hold the required HMRC approval, the Agent may be required to deduct and account for tax from rent received.

The Agent may provide annual information to HMRC or another authority where legally required. The annual income and expenditure statement is charged as shown in clause 2.4 and is included in Full Management.

4.9 IDENTITY, OWNERSHIP AND ANTI-MONEY LAUNDERING

The Landlord must provide satisfactory proof of identity, address, ownership, bank details, tax status and source of funds when requested.

The Agent may delay or refuse instructions where ownership, identity, fraud, sanctions, money laundering or regulatory concerns remain unresolved.

Each Landlord confirms that they are the owner or have full authority to let and appoint the Agent. Joint Landlords are jointly and severally responsible for all fees and obligations.

4.10 DATA PROTECTION

The Agent will process personal data for marketing, referencing, compliance, tenancy administration, rent accounting, management, dispute handling and legal obligations.

Data may be shared where necessary and lawful with tenants, applicants, referencing providers, deposit schemes, contractors, utilities, councils, insurers, professional advisers, regulators and law-enforcement bodies.

Further information is set out in the Agent's privacy notice.

4.11 COMPLAINTS AND REDRESS

A complaint should first be made in writing to Huttons Property, 47 Station Road, Hayes, UB3 4BE or info@huttonsproperty.co.uk. The Agent will investigate under its published complaints procedure.

If the complaint remains unresolved after the internal procedure, an eligible complainant may refer it to The Property Redress Scheme within the applicable time limit.

Huttons Property is stated in the supplied fee schedule to be a member of Propertymark, including its Client Money Protection arrangements, and The Property Redress Scheme.

4.12 LIABILITY AND THIRD PARTIES

The Agent is responsible for reasonably foreseeable direct loss caused by its negligence or breach. Nothing excludes liability that cannot lawfully be excluded.

The Agent is not responsible for tenant default, hidden defects, contractor default, banking or utility failure, market loss, void periods, consequential loss or events beyond reasonable control, except to the extent caused by the Agent.

The Landlord will compensate the Agent for claims, penalties, losses and costs arising from inaccurate information, unlawful instructions,

unsafe or unlawful property conditions, ownership disputes or the Landlord's breach, except to the extent caused by the Agent.

The Contract (Rights of Third Parties) Act 1999 does not give a third party a right to enforce these Terms unless expressly stated.

4.13 ELECTRONIC COMMUNICATION AND SIGNATURES

The Agent may use electronic signatures and send tenancy, compliance and accounting documents by email or another secure electronic system. Electronic communication is accepted for this agency agreement, but statutory tenancy notices must follow the prescribed legal method.

5.0 Termination

5.1 BEFORE A TENANCY IS AGREED

The Landlord may withdraw instructions before a tenancy is agreed but must pay the Withdrawal Fee and reimburse any agreed third-party expenditure already incurred.

5.2 AFTER A TENANCY BEGINS

This agency agreement is continuous and is not limited to 12 months. Either party may terminate the Rent Collection Only or Full Management service by giving three months' written notice, subject to accrued rights, fees, contractor costs and a reasonable handover.

The Agent may suspend or terminate immediately where continued performance is illegal, unsafe, abusive, fraudulent, impracticable, unfunded or creates material regulatory risk.

Termination of the agency agreement does not end the tenancy. Any continuing introduction fee after termination must be expressly recorded in the acceptance section and must be fair and lawful.

5.3 JURISDICTION AND SERVICE

These Terms are governed by the law of England and Wales and the courts of England and Wales have jurisdiction, subject to mandatory consumer rights.

Notices under this agency agreement may be served by hand, post or email to the last notified address. Statutory tenancy notices are governed by their own prescribed requirements.

5.4 RIGHT TO CANCEL

Where the Consumer Contracts Regulations apply to a distance or off-premises contract, the Landlord may have a 14-day cancellation right. If the Landlord asks the Agent in writing to begin work during that period, the Landlord must pay for services properly supplied before cancellation.

Acceptance & Instructions

Section 6.0 — Please complete in BLOCK CAPITALS, tick the options that apply, and sign below. This page forms part of the Terms of Business.

6.1 PROPERTY ADDRESS

6.2 LANDLORD 1 FULL NAME

6.3 LANDLORD 2 FULL NAME

6.4 CORRESPONDENCE ADDRESS

6.5 EMAIL ADDRESS

6.6 TELEPHONE NUMBER

6.7 NOMINATED BANK ACCOUNT

6.8 SELECTED SERVICE — TICK ONE

☐ Tenant Find Only — 6% + VAT

☐ Rent Collection Only — 7% + VAT

☐ Full Management — 9% + VAT

6.9 DEPOSIT RESPONSIBILITY — TICK ONE

☐ Huttons Property

☐ Landlord

☐ No deposit

6.10 RENT AND RENT PERIOD

6.11 TENANCY COMMENCEMENT DATE

6.12 ROUTINE REPAIR AUTHORITY LIMIT

6.13 MAINTENANCE RESERVE

6.14 CONTINUING INTRODUCTION FEE AFTER TERMINATION

☐ None

☐ Separately agreed

6.15 SPECIAL INSTRUCTIONS

SECTION 7.0 — LANDLORD DECLARATIONS

7.1 I/We confirm that the information supplied is complete and accurate. **7.2** I/We confirm ownership and authority to let and appoint Huttons Property. **7.3** I/We accept the selected service and charges stated in these Terms of Business. **7.4** I/We understand that an assured tenancy is intended to be an Assured Periodic Tenancy where the statutory regime applies. **7.5** I/We understand that Section 21 is not available and that possession requires a valid Section 8 ground or other lawful process. **7.6** I/We understand that no rent guarantee or rent protection is provided. **7.7** I/We authorise the Agent to act within these Terms and the instructions recorded above.

Landlord 1	Landlord 2	For Huttons Property
SIGNATURE	SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME	PRINT NAME AND POSITION
DATE	DATE	DATE