



# HML LETTINGS

## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

Agent: HML LAM Limited trading  
as HML Lettings



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## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

<b>HML ("HML")</b>	HML LAM Ltd trading as HML LETTINGS
<b>COMPANY REGISTRATION NO:</b>	04740384
<b>REGISTERED ADDRESS:</b>	9-11 The Quadrant Richmond Surrey TW9 1BP
<b>TELEPHONE:</b>	+ 44 (0) 1708 727245
<b>EMAIL:</b>	
<b>WEBSITE:</b>	
<b>LANDLORD(S) ("You")</b>	
<b>LANDLORD ADDRESS:</b>	
<b>"Property" means:</b>	Each property listed in Schedule 3 of this Agreement (as further defined in clause 1.2.2)
<b>"Agreed Management Percentage" means:</b>	.....% (as amended from time to time in accordance with clause 7.6)
<b>"Letting Only Commission Percentage" means:</b>	.....% (as amended from time to time in accordance with clause 7.6)
<b>Type of agreement*</b>	Option 1 - Full Management  Option 2 - Rent Collection  Option 3 - Letting only

<b>Tenancy Renewal Options (on expiry of the initial fixed term)*</b>	Option 1 – No Renewal – Tenant to Hold Over  Option 2 – Renewal – New Tenancy to be Agreed
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**LANDLORD'S DECLARATION**

I/We have read and accepted the terms and conditions for your Services as set out in this Agreement and agree to pay the commission rates and other charges as detailed therein as they apply to the letting of each Property. I/We agree that HML may deduct the Fees and other charges from any sums which it may hold at any time from my account.

Signed i) \_\_\_\_\_

Date: \_\_\_\_\_

ii) \_\_\_\_\_

Date: \_\_\_\_\_

\*Select as appropriate

Landlord(s) initials:



## MANAGEMENT TERMS OF HML FOR THE LETTING OF RESIDENTIAL PROPERTY ON AN ASSURED SHORTHOLD TENANCY

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

**Agreed Management Percentage:** has the meaning given in the Summary Schedule.

**Data Protection Legislation:** means applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Fees:** the fees payable to HML as set out in clause 7.

**Inventory:** the document drawn up prior to the commencement of any Tenancy Agreement by You or HML, which lists the fixtures and fittings in the relevant Premises.

**Landlord Fees Schedule** means the schedule of fees payable by You for the Services and certain non-optional Additional Services as published on HML's website from time to time and as updated periodically in accordance with clause 7 (a copy of which is available upon request).

**Landlord Letting Form:** means, in relation to each Property, the form completed by You to provide us with relevant information in respect of that Property (labelled 'Landlord Letting Form').

**Letting Only Commission Percentage:** has the meaning given in the Summary Schedule.

**Letting Services:** means the tenant find services listed in the Landlord's Fees Schedule being those marked with a tick under the heading 'tenant find'.

**Management Services:** means the fully managed services listed in the Landlord's Fees Schedule being those marked with a tick under the heading 'fully managed'.

**Occupier:** a Tenant or any other person or organisation entitled to occupy any Premises under a Tenancy Agreement, licence or any other form of agreement or contract.

**Premises:** means, in relation to each Property, the part of that Property let to a Tenant pursuant to a Tenancy Agreement.

**Rent Collection Services** means the rent collection services listed in the Landlord's Fees Schedule being those marked with a tick under the heading 'rent collection'.

**Schedule of Condition:** the document drawn up prior to the commencement of the Tenancy Agreement by You or HML, which shows, with photographic evidence, the condition of the Property and the fixtures and fittings in the Premises.

**Services:** means the Letting Services, the Rent Collection Services and/or the Management Services as applicable in accordance with clause 2.1.1 of this Agreement.

**Tenancy Agreement:** means, in relation to each Property, any contract drawn up between You and a Tenant in respect of the occupation of any relevant Premises by that Tenant specifying the obligations of the two parties.

**Tenancy Term:** means, in relation to any Tenancy Agreement, the fixed term of that Tenancy

Agreement and any extension or continuation of the relevant Tenancy Agreement whether fixed term or periodic arising after the expiry of the fixed term.

**Tenant:** anyone entitled to possession of any Premises under a Tenancy Agreement.

1.2 The term “**this Agreement**” means this letting and management agreement including the front page of this Agreement (the “**Summary Schedule**”), these management terms, the Landlord fees Schedule and each Landlord Letting Form. In this Agreement:

1.2.1 use of the singular includes the plural and use of the masculine includes the feminine and vice versa;

1.2.2 the term “Property” refers to each Property listed in Schedule 3 and any part or parts of the building boundaries fences garden and outbuildings thereat and, where a Property is part of a larger building, any right to the use of common access ways and facilities granted to You in respect of that Property.

1.2.3 the schedules to this Agreement form part of the Agreement.

## 2. **APPOINTMENT**

### 2.1 **General**

2.1.1 You hereby appoint HML to be Your managing agent in respect of each Property and to provide in respect of each Property:

2.1.1.1 the Management Services (where this Agreement is expressed in the Summary Schedule to be a full management agreement (option 1 under “Type of Agreement”)); or

2.1.1.2 the Rent Collection Services (where this Agreement is expressed in the Summary Schedule to be a Rent Collection agreement (option 2 under “Type of Agreement”)); or

2.1.1.3 the Letting Services (where this Agreement is expressed in the Summary Schedule to be a Letting only agreement (option 3 under “Type of Agreement”));

in each case in accordance with the remaining terms of this Agreement and otherwise in such manner as HML decides.

2.1.2 You confirm and warrant to HML that the information provided in each Landlord Letting Form is true, accurate and complete and that you have provided us with the proof of identity and residence required under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. HML cannot provide the Services without these.

2.1.3 Subject to payment of the Fees, HML accepts the appointment to be Your managing agent in respect of each Property and will, during the Term:

2.1.3.1 perform the Services it has been appointed to provide in respect of each Property with reasonable care and skill and in accordance with this Agreement;

2.1.3.2 comply with relevant laws and regulations relating to the management of each Property;

2.1.3.3 hold professional indemnity insurance and maintain it during the Term;

2.1.3.4 comply with the rules of the Financial Conduct Authority when carrying out any regulated insurance activities; and

2.1.3.5 operate a complaints handling procedure with an independent redress mechanism.

## 2.2 Applying this Agreement to additional properties

2.2.1 Should You acquire an additional property after the date of this Agreement which you would like HML to manage on your behalf, you can request HML to include that property as a Property managed under this Agreement by giving HML written notice of the address of the new property and the Services required in respect of that property and completing a Landlord Letting Form for that property. Upon HML agreeing in writing to provide the requested Services in respect of that property, this Agreement shall apply in respect of that property and the definition of "Property" shall be varied accordingly.

## 2.3 Agent's Authority

2.3.1 You agree that, in respect of each Property, HML is hereby appointed (a) to market the relevant Premises for let for a minimum period of six months or until a Tenant is found for those Premises (whichever is the earlier); (b) to thereafter market the relevant Premises for let as required until HML receives written notice from You cancelling the Agreement in accordance with clause 8; and (c) to provide the Services (as applicable in accordance with clause 2.1.1) upon HML finding a Tenant for the relevant Premises.

## 2.4 Additional Services

2.4.1 In general, and for the purposes of this agency, HML may be required to perform other services outside of the scope of the Services as appropriate to any Property and Your interests (the "Additional Services"). Examples of Additional Services are given in clause 5 and Schedule 2 of this Agreement but this list is not exhaustive. Where such Additional Services are provided, additional charges will be payable and such additional charges will be as agreed between You and HML (or, where no agreement is made, as published in the Landlord Fees Schedule), and will be payable immediately upon receipt of an invoice from HML for such additional charges.

2.4.2 Under normal circumstances, the cost of carrying out any of the Additional Services will be deducted from the rental income collected by HML on Your behalf and will be suitably itemised upon each management statement issued to You. However, if the proposed expenditure exceeds the value of funds held on Your behalf, HML will require You to immediately deposit appropriate funds into HML's nominated client account.

2.4.3 HML will not be held responsible or liable for any damage or losses that may be incurred by You or any claims made against You by any third party (including any Occupier) in respect of repairs or works not carried out at any Property after the notification of the required repair has been given by HML but whilst HML is waiting for the necessary funds from You and You shall indemnify HML against all costs, claims, demands, damages etc. incurred or suffered by HML during that period in respect of such repairs not being carried out.

## 2.5 Landlord Authority

2.5.1 By signing this Agreement, You:

2.5.1.1 agree to ratify whatever HML lawfully does in relation to each Property and the provision of the Services (and any Additional Services);

2.5.1.2 give consent for an authorised representative of HML to sign each Tenancy Agreement in relation to any Property on Your behalf and agree to be bound by all of the legal obligations contained therein.

### 3. THE TENANCY AGREEMENTS AND THE PROPERTY

#### 3.1 Tenancy Agreement Terms

3.1.1 Unless instructed by You in writing to the contrary, each new Tenancy Agreement will be for a six-month period.

3.1.2 Each Tenancy Agreement shall be HML's standard form tenancy agreement for the creation of an assured shorthold tenancy as per the Housing Act 1988 (a copy of which has been provided).

#### 3.2 Tenancy Deposit

3.2.1 When a Tenant pays a rent deposit (i.e. in case the Tenant fails to comply with the terms of the relevant Tenancy Agreement) in connection with any Tenancy Agreement (a "**Tenancy Deposit**"), HML will deal with that Tenancy Deposit in accordance with a government authorised tenancy deposit protection scheme or, at HML's discretion, a suitable deposit replacement scheme in lieu of the standard government scheme.

3.2.2 Unless instructed by You otherwise (or as otherwise advised by HML), HML will obtain a Tenancy Deposit from any incoming Tenant equivalent to the maximum amount permitted by law.

3.2.3 Deductions can only be made by HML from the Tenancy Deposit at the end of the relevant Tenancy Term with the written consent of both You and the relevant Tenant.

3.2.4 HML is unable to accept any responsibility for any damage caused by an Occupier, to any items of furniture, curtains, carpets or other articles removed from a Property by that Occupier and not returned, or the decorative condition or cleanliness of a Property.

#### 3.3 Inventory and Schedule of Condition (clause 3.3.3 is not applicable to Letting only agreements)

3.3.1 At the commencement of each Tenancy Agreement, an Inventory and a Schedule of Condition will be produced by HML (together the '**Ingoing Inventory**').

3.3.2 The Ingoing Inventory will be signed by the Tenant at the commencement of the Tenancy Term and will set out the condition in which (subject to fair wear and tear), the relevant Premises must be returned at the end of the relevant Tenancy Term.

3.3.3 At the end of the relevant Tenancy Term (if the Tenant is not remaining at the Premises) HML will carry out a further inventory and inspection of the Premises against the Ingoing Inventory to ascertain whether there are any dilapidations (the '**Vacating Inventory**').

3.3.4 You are responsible for the cost of the Ingoing Inventory and (if applicable) the Vacating Inventory. The preparation of the Ingoing Inventory and (if applicable) the Vacating Inventory is an Additional Service.

#### 3.4 Expiry of a Tenancy Agreement (not applicable to Letting only agreements)

3.4.1 On expiry of each Tenancy Agreement:

3.4.1.1 where You have selected the "No Renewal" option in the Summary Schedule (under the heading "Tenancy Renewal"), no new Tenancy Agreement will be entered into and if the Tenant remains in the Property, they will do so under the original Tenancy Agreement (known as holding over).

3.4.1.2 where You have selected the "Renewal" option in the Summary Schedule (under the heading "Tenancy Renewal"), HML will automatically contact the relevant Tenant to renew that Tenancy Agreement unless You advise HML in writing at least two months prior to the expiry date that the



Tenancy Agreement is not to be renewed. Upon the Tenant entering into a new Tenancy Agreement, HML will charge You the Renewal Fee (as specified in the Landlord Fees Schedule) and the Fee for the Services provided during the period of the new Tenancy Agreement will be the Agreed Management Percentage of the gross rent due per month under the new Tenancy Agreement (payable in accordance with clause 7).

3.4.2 In the event, that HML is instructed to obtain possession of a Property from the Tenant, You will be responsible for any costs (including HML's costs, solicitor's costs and court costs) incurred in obtaining any possession order.

### 3.5 **Vacant Property (not applicable to Letting only agreements)**

3.5.1 Once a Tenant has vacated a Property, HML liaises with the appropriate authorities to inform them that the Tenant has vacated. HML is not responsible for the management of any Property whilst it is vacant (either before it is let or after the termination of a Tenancy Agreement) unless otherwise agreed in writing with You (for a fee to be agreed between HML and You). Any management of a vacant property is an Additional Service and is not included in the Fees.

## 4. **LANDLORDS OBLIGATIONS IN RELATION TO LETTING THE PROPERTY**

By signing this Agreement, You confirm that in respect of each Property:

### 4.1 **Proof of Ownership and Consents for letting a Property**

4.1.1 You are the sole or joint owner of the Property and have the right to rent out that Property.

4.1.2 You have all necessary consents required to rent out the Property (e.g. from your mortgage lender, superior landlord, resident's association, insurance company etc.)

4.1.3 Where the Property is a House in Multiple Occupation or is subject to selective licensing for let residential property, You have complied with all landlord responsibilities.

### 4.2 **Insurance**

4.2.1 the Property is adequately insured and such insurance covers the contents included in the Inventory, whether furnished or unfurnished and provides third party liability cover (i.e. in the event the Tenant or a visitor to that Property is injured).

4.2.2 You have informed Your insurance company of Your intention to let the Property and You will inform Your insurance company whenever the Premises remain vacant if a period is greater than specified in Your insurance policy(s).

4.2.3 You have provided HML with copies of any sections of Your insurance policy(s) that impose restrictions on the behaviour of any Occupier, including any conditions for vacant premises to ensure obligation of these terms.

### 4.3 **Income Tax**

4.3.1 You have informed HM Revenue & Customs (HMRC) that the Property is being let and (where applicable) obtained any tax exemption certificate from them where required

### 4.4 **Public Liability and any other liabilities**

4.4.1 the Property is suitable and fit for letting to a Tenant.

### 4.5 **Right to Rent Scheme**

4.5.1 in the event that the Property already has a tenant in place, You have provided HML with proof of the Tenant's right to rent the Property in accordance with the Immigration Act 2016.

#### 4.6 **Letting of Furnished Properties**

4.6.1 You have ensured that all upholstered furniture made between 1950 and 1990 that does not meet fire resistant requirements is removed prior to any Tenancy Agreement being entered into.

#### 5. **ADDITIONAL SERVICES IN RELATION TO SAFETY AND LEGAL OBLIGATIONS (not applicable to Letting only agreements)**

Unless this Agreement is expressed in the Summary Schedule to be a Letting only agreement or unless HML is otherwise instructed in writing to the contrary by You, HML shall during the Term be authorised to carry out the following Additional Services (at your cost) in respect of each Property:

##### 5.1 **Energy Performance Certificates ("EPC")**

If You are unable to provide a copy of a valid EPC, HML will (on your behalf) instruct an accredited Energy Assessor to produce the EPC and associated floor plan.

##### 5.2 **Electrical Items**

HML will arrange, at your expense:

5.2.1 for an Electrical Installation Condition Report (EICR) to be carried out on all mains electrical equipment at least once every five years; and

5.2.2 for PAT tests to be carried out on the electrical appliances at the Property to be carried out at least once every two years.

##### 5.3 **Gas Equipment and Safety**

HML will instruct their own approved Gas Safe Registered engineer to carry out the periodic surveys/checks.

##### 5.4 **Smoke Detection and Carbon Monoxide Alarms**

Where the Property does not have at least one smoke alarm on every floor of the Property and a carbon monoxide alarm in any room containing a solid fuel burning appliance (e.g. a coal fire, wood burning stove) or where it comes to the attention of HML that such appliances are not in working order, HML will arrange installation of the same.

#### 6. **GENERAL PROPERTY REPAIRS (not applicable to Letting only agreements)**

6.4.1 Once the Property is let to a Tenant, HML will arrange to carry out any general repairs and maintenance (on your behalf) as required and You authorise HML to carry out any necessary remedial work required as a result up to the value agreed with You as being the value that HML is authorised to commit You to (plus VAT at the prevailing rate) (the "**Authorised Limit**") as and when such works are considered necessary by HML.

6.4.2 Where repairs to the Property are likely to cost in excess of the Authorised Limit, such repairs will be discussed with You unless such work results from an emergency or the safety of any Tenant at the Property is compromised in which case You authorise HML to take such appropriate action (at your cost) as is necessary to deal with the emergency or secure the safety of any Tenant.

## 7. FEES

### 7.1 General (All Options)

7.1.1 All Fees are payable by You when due. Wherever possible HML's fees will be deducted from rent received by HML on Your behalf but where this is not possible, You remain responsible for HML's fees.

7.1.2 The fees for any Additional Services provided will be payable in accordance with clause 2.4 above.

### 7.2 Full Management Agreement (Option 1) or Rent Collection Agreement (Option 2)

In respect of each Property for which HML is providing the Management Services or the Rent Collection Services:

7.2.1 an initial letting fee will be payable at the commencement of each and every new Tenancy Agreement at the rate set out in the Landlord Fees Schedule (or such lesser amount as may be agreed by HML).

7.2.2 HML's fee for the Services provided during the period of any Tenancy Agreement will be the Agreed Management Percentage of the gross rent due per month under that Tenancy Agreement (the "**Management Fee**") plus VAT at the prevailing rate. The Management Fee is due in advance at the start of the relevant month.

### 7.3 Letting Only Agreement (Option 3)

In limited circumstances HML may agree to provide the Letting Services only. In respect of each Property for which Letting Services only are provided:

7.3.1 a fee will be payable to HML at the commencement of each and every new Tenancy Agreement equal to the Letting Only Commission Percentage of the total gross rent, premium or other money payable to You under that Tenancy Agreement throughout the relevant Tenancy Term (the "**Renewal Commission**"). The Renewal Commission is payable whether or not HML is instructed to act on Your behalf in providing any further Services.

7.3.2 should You request HML to provide any of the Management Services then HML will agree with You the additional fees payable for the same before carrying out any of the Management Services.

### 7.4 Sale to Tenant (All Options)

In the event that a Tenant introduced by HML negotiates the purchase of a Property, which he/she is renting or has rented for some time, a fee equivalent to 1.5% of the negotiated purchase price plus VAT at the prevailing rate will be due and payable by You to HML.

### 7.5 Abortive Lettings (All Options)

7.5.1 An abortive charge at HML's published rate (plus VAT) is payable if HML has arranged a Tenancy Agreement which has not completed due to your withdrawal from that Tenancy Agreement prior to its completion. Further costs may be charged to recover advertising and postage. These abortive costs will also be applicable where HML accepts instructions and incurs marketing and advertising costs, and where the Property is then withdrawn from HML for any reason (including where the Property is let through another agent or third party or where You find a tenant for the Property yourself).

7.5.2 HML will not make any refund of the Fees if a Tenancy Agreement terminates before the originally agreed date whether this occurs due to the use by You or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or

forfeiture of the lease, through any Court proceedings, or if Your interest in the relevant Property is assigned to another party.

## **7.6 Changes to the Fees (All Options)**

7.6.1 HML reserves the right to vary the Fees (including the fee rates set out in this Agreement, the Agreed Management Percentage and the Letting Only Commission Percentage) during the course of this Agreement upon giving three months' notice in writing to You. HML shall review the fees set out in the Landlord Fees Schedule annually and the new rates will be published on HML's website.

## **7.7 VAT (All Options)**

Value Added Tax will be chargeable on the Fees at the prevailing rate (currently 20%). This rate may change from time to time and the total Fees will change accordingly. All Fees contained within this Agreement are shown exclusive of VAT.

## **7.8 Charges payable to third parties (All Options)**

All charges payable to third parties are payable by You. These may include (without limiting what charges there may be) the costs of changing of locks, draining down a Property to avoid frost damage, boarding up of windows or extraordinary call outs to a Property out of hours or otherwise, to ensure the safety of that Property or any Occupier.

## **8. TERMINATION OF THIS AGREEMENT**

### **8.1 Right to Cancel (Cooling Off Period)**

8.1.1 This Agreement may be terminated by You in accordance with Schedule 2.

### **8.2 Termination of this Agreement by You or HML**

8.2.1 Subject to Your right to terminate this Agreement under clause 8.1, this Agreement shall be for a minimum period of six months.

8.2.2 After the initial six months, You may terminate this Agreement on two months' notice in writing subject to paying to HML all Fees and any fees for any Additional Services then due. Where HML manages more than one Property on your behalf under this Agreement, any such notice should clearly state that you are terminating this Agreement in respect of every Property.

8.2.3 HML may give two months' notice in writing at any time to terminate this Agreement.

### **8.3 Cancelling this Agreement in respect of any individual Property**

8.3.1 Where HML manages more than one Property on your behalf under this Agreement, you may terminate this Agreement in respect of any Property (for example if you sell a Property) by giving two months' notice in writing to HML at any time after the initial six months (subject to paying to HML the Fees and any fees for Additional Services then due in respect of that Property). Any such notice should clearly state the address of the Property in question.

## **9. LIABILITY OF THE PARTIES**

9.1 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for (1) death or personal injury caused by negligence; or (2) fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, in no circumstances shall HML be liable to You for any indirect or consequential loss or damage.

- 9.3 Subject to clause 9.1 and clause 9.2, HML shall not be liable for any claim, damage, expense or liability (whether in contract or tort) suffered by You as a result of:
- 9.3.1 any action or inaction by HML based upon information provided by You;
  - 9.3.2 any defect or failure to identify any defect in a Property or plant, machinery, equipment, or materials used for that Property whether or not such defect be latent or apparent on examination;
  - 9.3.3 any inaccurate forecast by HML of future income or expenditure;
- save where that claim, damage, expense or liability arises from the negligence of HML.
- 9.4 HML shall not be liable for any claims made by a third party relating to any Property or any Tenancy Agreement (unless caused by our negligence) including:
- 9.4.1 any claim from a third party for payment of rent or other debts (e.g. gas, electricity, water, sewage rates council tax etc) owed by the Tenant which will remain at all times the Tenant's responsibility;
  - 9.4.2 any claim for payment of any outgoing owed by You in respect of that Property except to the extent that HML has agreed to make such payments on your behalf and holds sufficient funds belonging to You on account to meet such obligation;
- 9.5 Subject to clause 9.1, HML's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the agreement shall be subject to a maximum of £5m.
- 9.6 You accept liability for, and shall indemnify HML in respect of any claim, damage, expense or liability (whether in contract or tort) suffered by HML as a result of:
- 9.6.1 your fraud, negligence, default (whether by act or omission) or breach of the terms of this Agreement or your failure to keep the Property in good repair and condition;
  - 9.6.2 the matters listed in clause 9.4 above including (without limitation) any costs, losses, or other expenses incurred by HML as a result of You not having obtained any consents required before entry into a Tenancy Agreement;
  - 9.6.3 claims arising from overpayment which may be made by the Local Authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of a Tenant as rent and this clause 9.6.3 will remain in force throughout the term of this Agreement and for six years thereafter whether or not HML continues to be engaged to let or manage the relevant Property.
- 9.7 HML may stop or suspend the provision of the Services if you do not comply with any of your obligations in this Agreement.

## 10. DATA PROTECTION

- 10.1 In this clause 10, "**data subject**" and "**personal data**" have the meanings given to those terms in the Data Protection Legislation.
- 10.2 Both parties shall comply with all applicable requirements of the Data Protection Legislation. In case the Data Protection Legislation changes in a way that the provisions of this clause 10 are no longer adequate, this clause may be amended to reflect such new legislation.
- 10.3 In relation to all personal data including any personal data that You share with HML whether relating to You or any Occupier or otherwise, HML shall process such personal data in accordance with its privacy policy which is available on its website at <https://seureservercdn.net/160.153.138.177/>

- 10.4 You consent to HML engaging other processors (“**Subprocessors**”) to carry out specific processing activities on HML’s behalf including, but not limited to, the administration of HML’s online systems, technical support and development relating to the Services, and to the transfer to such Subprocessors such Personal Data as is necessary to enable its Subprocessors to provide services to You under this Agreement. As between You and HML, HML shall remain fully liable for all acts or omissions of any Subprocessors appointed by it pursuant to this clause.
- 10.5 You further acknowledges and agrees to the collection and processing of data by HML and any of the HML Group (as described in HML’s privacy policy) for the purposes of the provision, development and improvement of the Services and any other services offered or intended to be offered by HML or the HML Group. HML will ensure that, where such data includes any personal data, all companies within the HML Group comply with the Data Protection Legislation.

## 11. **LEGAL JURISDICTION**

This agreement shall be governed by the laws of England and Wales. Each party agrees to abide by the jurisdiction of the courts of England and Wales over any claim arising from this Agreement.

## SCHEDULE 1 - Additional Services

The Additional Services include (but are not limited to):

1. Liaising with or supplying information to Solicitors or Barristers where action is being taken to obtain vacant possession of the Property;
2. Enhanced property consultancy service. This Service includes additional visits to a Property if we are managing, serving a Notice under Section 13 of the Housing Act 1988, waiting time at a property, having extra sets of keys cut, arranging cleaning prior to the start of a Tenancy Term, arranging safety checks, arranging installation of smoke alarms or carbon monoxide alarms, arranging an Energy Performance Certificate or obtaining consent from a lender or a superior landlord.
3. Preparation of Inventories (including the Ingoing Inventory and the Vacating Inventory) and Schedule of Condition on your behalf by an external inventory clerk. Estimates will be given upon request and will depend on the size and style of the Premises. The cost of the preparation of the Inventory is borne by You.
4. Preparation of a Memorandum of Agreement prepared for extending a Tenancy Term including a rent review.
5. Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement:
6. Service of Notices to terminate a Tenancy Agreement when we are not managing the relevant Property.
7. Visits to a Property during a void period.
8. Instructing contractors during a void period or if we are not managing the relevant Property. This Service is only offered provided we have written instructions from You and hold sufficient cleared funds to cover the cost of the work plus our fees.
9. Supervising contractors working at a Property. For example if You were to fit a new bathroom.
10. Supervising the partial or total refurbishment of a Property including works required to rectify damage caused by any Tenant.
11. Any tax retention and completion of the documentation required by the Centre for Non Residents If You are not resident in the UK.
12. Preparation of documentation for County Court proceedings or deposit protection adjudication.
13. Duplicate statements provided to you or your accountant.
14. Advertising in specialist publications, preparation of brochures detailing the particulars of the Premises including photographs (where applicable).

## SCHEDULE 2 - YOUR RIGHT TO CANCEL

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you sign this contract away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:

- You have the right to cancel this contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day you sign this agreement.
- To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post or email. You can use the model cancellation form attached for this.

To meet the cancellation deadline it is sufficient for you to send your communication, concerning your exercise of the right to cancel, before the cancellation period has expired.

If you cancel this contract we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will reimburse you using the same means of payment as you used for the payment to us unless you and we have expressly agreed otherwise. If you have requested that we commence our services within the 14 day period for cancellation no reimbursement will be due to you for any goods and/or services already provided to you by us at the time we receive notice of cancellation and if you have instructed us to commence our services before the expiry of the Cancellation Period, it is possible that we will already have introduced a tenant or brought about a letting, or performed or delivered other services for you, before the contract has been cancelled, in which case if you have benefitted from our services you will still be liable to pay any fee for a service provided prior to the cancellation and this may mean the full fee is payable.

Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing below:

*I/We hereby give notice that I/we have read the Notice of the Right to Cancel (above) and I/ we request you to begin to market the property for let and all other services as set out in this agreement.*

Signature of Landlord: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Signature of Landlord: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



## MODEL CANCELLATION FORM

If you wish to cancel the agreement you must do so in writing and deliver personally or send (which may be by electronic mail) this to the address or email address given in the Summary Schedule. You may use this form if you want to but you do not have to.

(Complete and return this document if you wish to cancel the agreement)

**To Lettings Manager, HML**

***I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) agreement.***

Signature of Landlord: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Signature of Landlord: \_\_\_\_\_

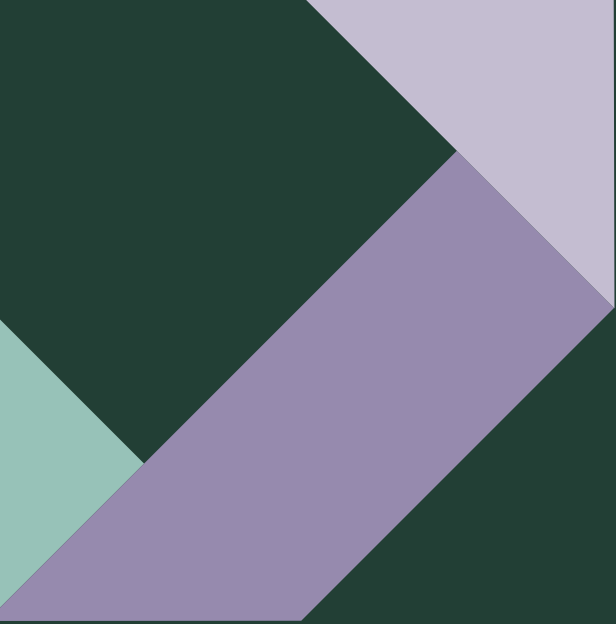
Date of Signature: \_\_\_\_\_

Address of property to be let:

\_\_\_\_\_

SCHEDULE 3 - PROPERTY DETAILS





**HML LETTINGS**

[lettings@hmlgroup.com](mailto:lettings@hmlgroup.com)  
[www.hmllettings.com](http://www.hmllettings.com)

Tailored. Local. Personal.