

BEING A LANDLORD STARTS WITH INFORMATION

Residential Lettings Terms of Business,
Essential Guides and Legal Obligations,
Service Fees and more



McCarthy Holden



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PROTECTED

www.mccarthyholden.co.uk

McCarthy Holden

ESSENTIAL LEGAL RESPONSIBILITIES

- Gas Safety
- Electrical Safety
- Furniture & Furnishings
- Legionella
- EPCs
- Smoke & CO Alarms
- HMO Rules.

GENERAL LANDLORD GUIDANCE

- Council Tax
- Professional Cleaning
- Inventories
- Insurance
- Property Visits
- Void Periods

- Service Levels
- Complete Potential Fee Breakdown

- Terms of Business

- Instruction Agreement

- Notice of Right to Cancel

- GDPR Consent Form and Subject Access Rights

Essential Legal Responsibilities

Gas Safety (Installation and Use) Regulations 1998

- All gas appliances and flues must be inspected every 12 months.
 - Only a Gas Safe registered engineer can carry out checks or repairs.
 - Safety records must be kept for 2 years.
 - Tenants must receive a copy of the latest gas safety record:
 - At the start of the tenancy.
 - Within 28 days of each renewal check.
 - Gas appliances are not allowed in bedrooms unless they are room-sealed.
 - Flues concealed in voids require inspection hatches.
- Failure to comply: Up to £6,000 fine per item and/or 6 months' imprisonment.

Electrical Safety Standards (England) Regulations 2020

- A qualified person must carry out an Electrical Installation Condition Report (EICR) at least every 5 years.
 - Applies to all rented properties since April 2021.
 - Tenants must receive a copy of the report within 28 days.
 - Any remedial work required must be completed within 28 days.
 - Portable electrical appliances provided must be safe (PAT testing is recommended).
- Failure to comply: Fines up to £30,000.

Furniture & Furnishings (Fire Safety) Regulations

- All furniture supplied must be fire resistant.
 - Look for permanent labels confirming compliance with BS7177 standards.
 - Applies to sofas, beds, cushions, and more (not carpets or curtains).
 - Antique furniture (pre-1950) is exempt.
- Failure to comply: Up to £5,000 fine per item and/or 6 months' imprisonment.

Essential Legal Responsibilities

Legionella Responsibilities

- Landlords must assess and control the risk of Legionnaires' Disease.
- You may carry out the risk assessment yourself (if competent) or hire a contractor.

Tenants should:

- Clean shower heads every 6 months.
- Flush through unused outlets weekly.
- Report any water system changes.

Energy Performance Certificates (EPCs)

- All rental properties must have a valid EPC (10-year validity).
- Since April 2020, properties must meet at least Band E (unless exempt).
- New legislation is expected by 2028 to require all properties to have a minimum of Band C.

Failure to comply: Fines up to £4,000.

- Associated cost of EPC when needed £138 (inc vat) which is EPC and floorplan.

Smoke and Carbon Monoxide Alarm Regulations (England) 2015 and Smoke and Carbon Monoxide Alarm (Amendments) Regulations 2022

Since October 2015, all rental homes must have:

- Smoke alarms on every floor.
- Carbon monoxide detectors in rooms with solid fuel appliances.
- Since October 2022, CO alarms are also required in rooms with fixed combustion appliances and rooms with a fireplace or wood burning stove (excluding gas cookers).
- Alarms must be tested and working at tenancy start.

Houses in Multiple Occupation (HMOs)

- Properties let to 3 or more unrelated tenants sharing facilities may require an HMO licence.
- Requirements vary by local council — landlords must check before letting.
- For confirmation, the definition of an HMO is a property let to at least three people who create two or more households but share facilities like the kitchen, bathroom or toilet.

General Guidance for Landlords

Council Tax and Utilities

- Council Tax is due on a property even when it is vacant.
- The responsibility of bills issued for vacant periods remains with the Landlord/property owner.

Professional Cleaning

- We advise that all properties have a full professional clean before they are let out.
- This encourages tenants to return the property in the same standard as noted in the check in.
- McCarthy Holden can assist in recommending and/or arranging this.

Inventory

- An inventory of the property which lists all fixtures, fittings, walls, ceilings and floors is highly recommended and compulsory on all managed properties.
- The Tenants sign this document at check in and will be checked out against it at the end of their tenancy.
- An inventory, check in and check out are compulsory if your property is managed and recommended on all occasions.

Insurance

- Landlords must ensure the property and any contents are adequately insured.
- Ensure that your insurer is aware of your intention to let.
- It is the Landlord's responsibility to continue to pay the buildings insurance and contents insurance for any contents the Landlord has left in the property, but we advise the Tenant to insure their own belongings.

Property Visits and Void Periods

- The property is not supervised when it is not occupied, although in the normal course of marketing to let then visits will be made. If you wish your property to be visited during a void period this will incur a charge.
- If the property is to be left empty during winter, we advise Landlords to either drain the heating system or maintain a low temperature to stop pipes freezing.
- If the property is fully managed and let, then visits occur every 6 months and a condition report with any recommended remedial actions is produced.

Service Levels and Fees

Deposit Registration Fees (where collected): £60.00 (inc. VAT) per tenancy.

Register landlord/tenant details and protect security deposit with a Government authorised Scheme. Provide the tenant with the Deposit Certificate and Prescribed Information within 30 days of the tenancy start.

Right-to-Rent Follow-Up Check: £60.00 (inc. VAT) per check.

Undertaking a repeat check in person on a time-limited visa in accordance with the Immigration Acts 2014 and 2016. Notifying the Home Office should an illegal overstayer be identified. This does not apply to a Tenant-Find service.

Landlord Withdrawal Fees (during tenancy) / Change of Service to Tenant Find: £ 90.00 (inc. VAT)

To cover the costs associated with advising the tenant on the change and the position of the security deposit, transferring the security deposit to the landlord or new agent, notifying all utility providers and local authority (where necessary) and returning all relevant documents held by the agent to the landlord.

Tenancy Dispute Fee: £225.00 (inc. VAT) per tenancy.

The costs associated with the preparation of all evidence and submitting the case to the tenancy deposit scheme as well as dealing with all correspondence relating to the dispute. This only applies where the agent has protected the deposit.

Financial Charges

Interest on unpaid commission: 4% above the Bank of England Base Rate from due date until paid.

Contractor commission: 12% of invoice (inc. VAT) deducted from payment to contractor, to cover the costs associated with arranging and facilitating the visit of a vetted professional tradesperson.

Additional HMRC reporting fees: £40.00 (inc. VAT) per request. Responding to any specific queries relating to either the quarterly or annual Return from either the landlord or HMRC.

Fees for providing an Annual Income and Expenditure Schedule: £40.00 (inc. VAT) annually.

OTHER FEES AND CHARGES

Arrangement Fees for refurbishments: 12% of net cost (inc. VAT by separate negotiation).

Arranging access and assessing the costs with any contractors, ensuring work has been carried out in accordance with the specification of works and retaining any resulting warranty or guarantee.

Deposit Transfer Fees: £ 60.00 (inc. VAT) per deposit.

Should the landlord request any changes to a protected deposit during a tenancy, this covers the costs associated with legal compliance for said request.

Management Takeover Fees: £240.00 (inc. VAT) per tenancy.

To cover the costs associated with taking over the management of an ongoing tenancy, ensuring all statutory compliance has been undertaken, confirming everything under "Set-up Fees" below, receiving and protecting the security deposit and providing all necessary legal documentation to the tenant. (Please note, agreed monthly management fee shall apply and this does not include the tenancy agreement).

Initial Tenancy Charges for setting up each individual tenancy (regardless of level of service)

PRE-TENANCY FEES (ALL SERVICE LEVELS)

Preparation and Marketing Fee £180 (inc. vat):

Includes all ID checks, Land Registry and Ownership paperwork, photos and portal preparation.

Additional Legal Compliance Costs:

The following items are required and will be arranged if required at additional cost, if not provided on instruction or undertaken by the landlord:

- Gas Safety Certificate (GSC)
- Electrical Installation Condition Report (EICR)
- Portable Appliance Testing (PAT)
- Legionella Risk Assessment
- Installing Smoke alarms and Carbon Monoxide Detectors
- Testing Smoke alarms and Carbon Monoxide detectors on the first day of the tenancy £24.00(inc. VAT) per tenancy (carried out by the inventory clerk at check in)
- Handling local authority licensing application £150.00 (inc. VAT) per tenancy (currently not undertaken)

The Agent may receive commission from any contractors employed and/or instructed on behalf of the Landlord to undertake works and/or repairs to the Property at a rate of 12% (inc. VAT) of the invoice total. The commission payment is paid by the Contractor to the Agent

Tenancy Agreement Fee: £240 (inc. vat).

- Provide guidance on statutory provisions and letting consents
- Advise on our requirements in relation to non resident tax status and HMRC for overseas landlords and provide links to the relevant information for landlords to complete (Inland revenue NRL 1 forms)
- Negotiating initial tenancy, special conditions prior to agreeing tenancy
- Draw up Landlord and Tenant tenancy agreements with any additional 'special conditions' required

References per tenant/s: £195 (inc. vat).

Includes:

- ID checks of prospective tenant/s
- Referencing to ensure the tenant can afford the proposed rental amount
- Right to rent checking of all applicants and persons 18 or over residing at the property
- Copying, uploading and recording of tenant documentation
- Complying with the government 'right to rent' legislation

Guarantor Fee: £195 (inc. vat).

- All referencing, ID verification and drawing up the deed of guarantee

SPECIAL NOTE

We shall request 50% of the total referencing fee from our landlords at the point of an offer being accepted. The balance of the referencing fee shall be deducted from the 1st month's rental statement.

If a Tenant withdraws from their application, or fails referencing so that a tenancy is not possible, this 50% fee contribution shall be put towards one future successful tenancy for the Landlord, or returned to the Landlord if they choose not to re instruct McCarthy Holden. However, if the Landlord withdraws from a proposed tenancy, through no fault of the Tenant, and the Landlord does not proceed with a further tenancy through McCarthy Holden, the 50% amount shall not be returned to the Landlord.

Additional property visits: £ 120.00 (inc VAT)

To attend for specific requests or if more visits are required to monitor the tenancy; or any maintenance visit

Submission of non-resident landlords receipts to HMRC £ 40.00 (inc VAT) quarterly

To remit and balance the financial return to HMRC quarterly – and respond to any specific query relating to the return from the landlord or HMRC

Property visits during void periods (if requested) £120.00 (inc VAT)

Arrangement for more than Two Contractors for Quotes: £60.00 (inc VAT) per additional quote.

Agent Accompanying Contractor Visit for Quote: £60.00 (inc VAT)

Annual Rent Review/Market Report/Section 13 Service: £240.00 (inc. VAT) per tenancy

Advise the landlord, negotiate with the tenant(s), direct tenant(s) to make payment change as appropriate and serve a Section 13 Notice if the tenancy is on a periodic basis.

Ending a Tenancy with Section 8 Notice: £120 (inc vat) Arrangement Fee

Document preparation and communication with Solicitor. This will occur the Solicitor fee on top.

Inventory Fee - Dependent on the number of bedrooms and/or size of the property and outbuildings

Property Type	Furnished	Unfurnished	Property Type	Furnished	Unfurnished
1 bedroom	£252.00 (inc vat)	£210.00 (inc vat)	4 bedroom	£300.00 (inc vat)	£270.00 Inc vat)
2 bedroom	£270.00 (inc vat)	£228.00 (inc vat)	5 bedroom	£330.00 (inc vat)	£300.00 (inc vat)
3 bedroom	£288.00 (inc vat)	£246.00 (inc vat)	6 bedroom	£360.00 (inc vat)	£330.00 (inc vat)

Check In Fees

- Arrange for inventory clerk to meet tenants at the property at or prior to tenancy commencement
- Reading of meters and handing over of keys
- Providing copies of the check in report and full inventory document to landlord and tenant
- Produce a written report confirmation providing condition of property at handover

Property Type	Furnished	Unfurnished	Property Type	Furnished	Unfurnished
1 bedroom	£216.00 (inc vat)	£186.00 (inc vat)	4 bedroom	£264.00 (inc vat)	£234.00 (inc vat)
2 bedroom	£228.00 (inc vat)	£198.00 (inc vat)	5 bedroom	£294.00 (inc vat)	£264.00 (inc vat)
3 bedroom	£240.00 (inc vat)	£210.00 (inc vat)	6 bedroom	£324.00 (inc vat)	£294.00 (inc vat)

Check Out Fee

- Agree with tenant check out date and time appointment and instruct inventory provider to attend
- Negotiate with landlord and tenant any disbursement of the security deposit (Managed Service only)
- Return deposit as agreed with landlord and tenant to relevant parties
- Remit any disputed amount to Scheme for final adjudication
- Unprotect security deposit
- Arrange quotes and repairs to any missing or broken items (Managed Service Only).

Property Type	Furnished	Unfurnished	Property Type	Furnished	Unfurnished
1 bedroom	£216.00 (inc vat)	£186.00 (inc vat)	4 bedroom	£264.00 (inc vat)	£234.00 (inc vat)
2 bedroom	£228.00 (inc vat)	£198.00 (inc vat)	5 bedroom	£294.00 (inc vat)	£264.00 (inc vat)
3 bedroom	£240.00 (inc vat)	£210.00 (inc vat)	6 bedroom	£324.00 (inc vat)	£294.00 (inc vat)

All charges will be deducted from the first month's rent unless otherwise agreed (except check out).

1st Tier Tribunal: £150.00 (inc VAT)

Preparation and provision of copies of required documents.

Tribunal Attendance or Court Attendance: £120.00 (inc VAT) per hour

SPECIAL NOTE

All of the above fees are subject to change at our discretion and Landlords shall be advised of any changes to our fee structure in writing (by email or post) prior to them taking effect.

McCarthy Holden Service Levels

	Tenant Find	Rent Collect	Fully Managed
Maximum fee charged per service level	10% incl vat	15% incl vat	18% incl vat
Agree Rental Value			
Guidance on Compliance with Statutory Provisions and Letting Consent			
Advise on Refurbishment Requirements			
Erect Board Outside Property in accordance with law			
Market Property on Relevant Portals			
Carry out Accompanied Viewings			
Find Tenants			
Advise on Non-resident Tax Status and HMRC			
Collect and Remit Initial Months Rent			
Provide Tenants with Method of Payment			
Deduct Any Pre-tenancy Invoices			
Make Any HMRC Deduction and provide NRL8 to Tenant			
Advise Relevant Utility Providers of Any Changes at Tenancy Start			
Agree Collection of Any Shortfall in Fee and Payment Method			
Demand, Collect and Remit the monthly Rent			
Arrange Payments for Statutory Requirements			
Pursue Non Payment of Rent Where Rent is Collected and Provide Advice on Rent Arrears Collection			
Undertake Two Routine Visits Per Annum and Report to the Landlord			
Arrange Routine Repairs and Instruct Approved Contractors			
Security Deposit Dilapidation Negotiations			
Hold Keys Throughout the Tenancy Term			

Terms of Business

1. This Agreement is made between us, McCarthy Holden Property Management Limited, Registered office: Communication House, Victoria Avenue, Camberley, Surrey, GU15 3HX “the Agent” and the Landlord as detailed in the Instruction Agreement.
2. The Landlord appoints the Agent to be their Managing Agent in respect of the Property as detailed in the Instruction Agreement and to perform the duties detailed in the Service Level Section and verified level in the Instruction Agreement (“the Services”) in accordance with the following terms.
3. All proposals made, quotations given, instructions accepted and contracts entered into by the Landlord with the Agent to perform the Services are subject to this Agreement. Any changes or additions to the Services or this Agreement must be agreed in writing by the Agent.
4. The Landlord shall at his own expense supply the Agent with all necessary documentation or other material, and all necessary data or other information relating to the Services, within sufficient time to enable the Agent to provide the Services in accordance with the Agreement. The Landlord shall ensure the accuracy of all the documentation provided.

The following documentation must be provided immediately;

- 4.1 Evidence of the Landlord’s identity and address, either through a valid passport or driving licence (photo-card and paper counterpart), and a bank statement or utility bill that is less than three months old (copies only accepted if certified).
- 4.2 If the Landlord is a Limited Company we will require a certified copy of the Certificate of Incorporation, together with proof of identity as detailed in Clause 4.1 of at least two of the Directors of the Company.
- 4.3 Confirmation that the Landlord is the rightful owner of the property that is to be let by provision of an up to date land registry title.
- 4.4 Confirmation that the Landlord’s mortgagor and / or Superior Landlord have provided their consent for this tenancy or confirmation that consent is not required.
- 4.5 Provide the Agent, prior to the tenancy commencement, with a Gas Safety Certificate that is no less than 12 months old, as required by the Gas Safety (Installation and Use) Regulations 1998, or authorise the Agent to obtain a Gas Safety Certificate on the Landlord’s behalf, the cost of which will be paid for by the Landlord.
- 4.6 Provide the Agent with a satisfactory Electrical Installation and Condition Report (EICR) or authorise the Agent to obtain such a report on the Landlord’s behalf, the cost of which will be paid for by the Landlord.
- 4.7 Satisfy the Agent that all the furniture and furnishings that are made available for the tenants complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 4.8 Provide the Agent with a valid Energy Performance Certificate for the Property for marketing purposes.
- 4.9 Confirm that this is not a House in Multiple Occupation (HMO) and if it is you have obtained the necessary

Licence for the Property to be let.

5. All of the requirements in clauses 4.1 – 4.9 must be provided to the Agent or obtained by the Agent prior to the Property being marketed. If the Landlord fails to provide this documentation, the Agent may not be able to advertise or market the Property.

6. If the Landlord has entered into a Lettings Only Agreement or a Lettings and Rent Collection Agreement then the Landlord is responsible for obtaining a professional Inventory and Schedule of Condition. The Agent can arrange for a professional Independent Inventory Clerk to prepare the Inventory and Schedule of Condition at the request and expense of the Landlord but cannot accept any liability for errors or omissions on the part of the Inventory Clerk. The Landlord must confirm to the Agent that an Inventory and Schedule of Condition is required. If the Landlord chooses not to have an Inventory or Schedule of Condition prepared prior to the new tenancy, the Landlord accepts that this is against the advice of the Agent and may affect the Security Deposit at the end of the tenancy.

6.1 If the Landlord has entered into a Full Management Agreement, the Landlord agrees that the Agent will obtain a professional Inventory and Schedule of Condition on behalf of the Landlord and the Landlord will pay the fees of the same.

7. The Property and the contents included in the inventory must be adequately insured and the Landlord must notify his insurers that the property is let. The Landlord agrees to insure the Property and the contents and understands that this cannot be provided by the Agent.

8. AGREEING A RENTAL SUM:

8.1 The Agent agrees to make a visit to the Property and to recommend a rental value to the Landlord. Any rental value agreed does not include the payment of ground rent or service charge by the Tenant as these remain the Landlord's responsibility if the property is liable to these charges. Utilities are not included.

8.2 The Agent agrees to advertise the Property and market the same at the rental value agreed with the Landlord.

8.3 The Landlord agrees to allow a "To Let" board to be erected on the Property (Subject to the Town and Country Planning (Control of Advertisements) (England) Regulations 2007).

9. SERVICES

9.1 When introducing a Tenant, part of the process will include taking reasonable referencing steps using a third party referencing company who shall provide a report on the Tenants. Please note however that despite these procedures it is not possible to give a warranty or guarantee as to the suitability of any prospective Tenant.

9.2 If Tenants pass the referencing process, preparation of the tenancy agreement in accordance with our charges specific to the service level and fee that you have agreed in the Instruction Agreement (later in document).

9.3 If Tenants do not pass referencing, the Landlord shall provide written confirmation should they wish to proceed with the tenancy.

9.4 For Rent Collection and Full Management the preparation and submission of monthly rental statements.

9.5 Collection and holding of the dilapidation (security) deposit, see 6. above.

9.6 Notification to the local authority for council tax purposes.

9.7 Notification to service companies (electricity, gas and water authority) at the commencement of the tenancy.

9.8 Where a third party provides the tenancy agreement, McCarthy Holden cannot be held liable for any losses suffered as a result of using this agreement and recommend that independent legal advice is sought.

9.9 The Agent shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to the Agent.

Where a tenancy does not proceed, the Agent shall retain a prospective Tenant's Holding Deposit in the event that it is withheld for a legally permissible reason.

10. MORTGAGES AND OWNERSHIP

10.1 The Landlord confirms that where the property to be let is subject to a mortgage, permission has been obtained from the mortgagees to let the property. It is important to obtain this permission to let, in writing, at an early date and not wait until a Tenant is found. It is advised that a copy of the mortgagee's permission to let the property should be forwarded to McCarthy Holden Estate Agency prior to the commencement of the tenancy.

10.2 The Landlord confirms that if they are a Leaseholder, that they have obtained permission of the Head Leaseholder for the letting of the property.

10.3 The Landlord agrees to pay the £7.00 charge for McCarthy Holden to confirm property ownership from the Land Registry.

11. RENT AND RENT REMITTANCES

11.1 The rent quoted to a Tenant by us on your behalf must unless otherwise agreed be inclusive of all outgoings for which you are responsible (service charges, ground rent etc.).

11.2 Current banking arrangements make it necessary for us to allow ten to fourteen days for rent cheques to be cleared and five days for standing orders before transferring monies to Landlord's accounts.

11.3 With regard to the rent collect service we shall arrange to collect the rent on your behalf.

11.4 McCarthy Holden endeavour to pay over the balance of rent to the Landlord (less any necessary disbursements and fees) within fourteen days of receiving cleared funds from the tenant.

12. INSURANCE

12.1 Landlords must ensure the property and any contents are adequately insured and that your insurer is aware of your intention to let. It is the Landlord's responsibility to continue to pay the buildings insurance and contents insurance for any contents the Landlord has left in the property, but we advise the Tenant to insure their own belongings.

12.2 If you have taken out any policies to cover appliances, the boiler, central heating, electrics or pipes etc, please be aware that you will be required to book any associated service visits and call outs. You must ensure that the policies and/or any excess payments, in relation to call out, are made prior to any visits arranged and that your direct debits are kept up to date.

12.3 In the event that you need to make an insurance claim during a tenancy, you (not McCarthy Holden Property Management Ltd) will be responsible for dealing with the insurance company directly.

13. DEPOSIT

Calendar Day or **day** means any day of the year, including Saturdays, Sundays and bank holidays.

“Relevant Person” means person who paid the deposit or any part of it on behalf of a tenant.

“Stakeholder” means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

“Scheme” means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

“Statutory Time Limit” means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

“Working Day” means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

13.1 Where a tenant pays a deposit in connection with a tenancy, the deposit must, from the moment it is received, be dealt with in accordance with a government-authorized tenancy deposit protection scheme. From 1 May 2026, under the Renters’ Rights Act, tenancies in England are Assured Periodic Tenancies (replacing Assured Shorthold Tenancies), and the tenancy deposit protection requirements continue to apply.

13.2 The landlord must give the tenant and any Relevant Person ‘prescribed information’ about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

13.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorized tenancy deposit protection scheme, administered by:

The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Herts, HP2 7T

TDS Custodial
Phone: 0300 037 1001
Email: info@tenancydepositscheme.com

TDS Insured
Phone: 0300 037 1001
Email: deposits@tenancydepositscheme.com
www.tenancydepositscheme.com

13.4 If we receive a deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

13.5 If you do not wish us to protect the deposit on your behalf, you remain legally responsible for protecting it in accordance with statutory requirements.

From 1 May 2026, landlords must comply with tenancy deposit protection legislation in order to rely on the statutory possession grounds available under the Housing Act 1988 (as amended).

A tenant or any Relevant Person may apply to the court for compensation of not less than the amount of the deposit and up to three times the deposit if the landlord (or someone acting on the landlord's behalf):

- a) Fails to provide the Prescribed Information within the statutory time limit;
- b) Fails to comply with the initial requirements of an authorised tenancy deposit scheme within the statutory time limit; or
- c) States that the deposit has been protected when it has not been protected in accordance with the requirements of an authorised scheme.

13.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

13.7 The Scheme rules can be found [here](#). A very important point for you to bear in mind is that we must hold the deposit as “stakeholder”. This means that we can only pay money from the deposit if:

- a) Both landlord and tenant (and any Relevant Person) agree; or
- b) The court orders us to do so; or
- c) The Tenancy Deposit Scheme directs us to do so.

During the Tenancy

13.8 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

13.9 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement (agent).

Where there is NO dispute about the deposit at the end of the tenancy

13.10 At the end of a tenancy we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].

13.11 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

13.12 Where the tenant does not respond to a proposal made for a deduction from the deposit, this will not infer a dispute.

Where there IS a dispute about the deposit at the end of the tenancy

13.13 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

13.14 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

13.15 If the tenant asks us to repay some or all of the deposit, and we do not do so within a reasonable period from the date of the tenants request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the disputed money.

13.16 If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

13.17 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an Assured Periodic Tenancies.

13.18 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within the timescales provided by the Tenancy Deposit Scheme. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.

13.19 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree a tenant who does not contact the scheme to explicitly withdraw consent is deemed to consent to alternative dispute resolution. If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

13.20 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.

13.21 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).

13.22 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

Consent to use personal information

13.23 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

13.24 You agree that we may supply such information as is reasonably required to the Scheme. You agree that

the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

Our duty to provide correct and complete information

13.25 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

13.26 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

Where the tenancy is not a Assured Periodic Tenancies

13.27 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

13.28 If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a) The Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) You, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) The parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

13.29 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

Where you instruct us that you do not want us to protect an Assured Periodic Tenancies deposit

13.30 If the deposit relates to a Assured Periodic Tenancies and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

13.31 By law, compliance with tenancy deposit protection requirements is a precondition to relying on the statutory grounds for possession under the Housing Act 1988 (as amended). You must have served the Prescribed Information and complied with the initial requirements of an authorised tenancy deposit protection scheme before seeking possession.

If you have not complied with those requirements, you will be unable to rely on the statutory grounds for possession unless the deposit (or the agreed balance of it) has first been returned to the tenant, or any court proceedings relating to the return of the deposit have been concluded.

13.32 If you instruct us that you do not want us to protect a Assured Periodic Tenancies deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

Joint Landlords

13.33 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

14 REPAIRS

14.1 The Landlord has no knowledge of any issues or defects that could affect a tenant taking the property. In accordance with Section 11 of the Landlord and Tenant Act 1985, the Landlord has a statutory responsibility for the upkeep of the property. The Landlord agrees that the Agent will be able to administer day to day repairs up to a maximum sum of £200.00 including VAT for any one item.

- a. In an emergency it may be necessary for us to instruct a repair over and above the agreed maximum.
- b. As it is our aim to clear the rent into your account as quickly as possible this means that for most of the month we have no funds available to pay for any repairs. You may therefore be requested to transfer funds for works that exceed £500.
- c. The Landlord confirms that McCarthy Holden have made them aware of the Statutory responsibility to keep the property in repair including the exterior, drains, gutters and pipes, to repair the sanitary appliances, to repair the installations for supply of space and water heating and to repair the installations for supply of gas, electricity and water. (Landlord and Tenant Act 1985 section 11).
- d. The Agent, except in the case of an emergency, shall notify the Landlord as often as may be reasonably necessary of all necessary works or repair and maintenance of the Property and estimated to cost more than £200.00 including VAT, and to seek the Landlord's instructions as to the carrying out of such works and to advise the Landlord in connection with those works. Upon receipt of such instructions the Agent shall instruct competent contractors to carry out the works and the Agent shall supervise the works of such contractors.
- e. The Agent may receive commission from any contractors employed and / or instructed on behalf of the Landlord to undertake works and / or repairs to the Property at a rate of 12% inc VAT of the invoice total. The commission payment is paid by the contractor to the Agent.

15. PROPERTY VISITS

We shall carry out property visits, if the property is Fully Managed every 6 months and a report is sent to you stating the condition of the property and listing any problems and recommended remedial action. This visit will only extend to apparent and obvious defects and is not intended to be a survey or inventory check. We cannot accept responsibility for any hidden defects.

16. VOID PERIODS

16.1 The property is not supervised when it is not let, although, in the normal course of letting, visits may be made to conduct viewings. If you wish us to visit your property during a void period a charge of £120.00 inc VAT will be made per visit.

16.2 If the property is to be left empty during the winter months we advise the Landlord to either have the water system drained down, or to keep the central heating system on a low constant temperature to stop the pipes from freezing and the property from flooding.

16.3 Some Insurers will need to be notified if you are leaving the property empty for a period of more than 28 days, please check with your insurers.

16.4 At the termination of a tenancy unless a replacement Tenant has been found, all utility bills, council tax and outstanding tradesman bills will revert to the Landlord.

16.5 If the property is vacant between tenancies the Landlord is responsible for paying any council tax due and standing charges for utilities on the unoccupied property even if he/she is living elsewhere.

17. TAXATION

17.1 Tax for Overseas Landlords - When a Landlord has a normal place of abode outside the UK the Commissioners for the Inland Revenue will hold us, as agents, responsible for payment of any tax liability arising on rent collected by us on your behalf unless you have an approval number. In order that we do not have to deduct income tax at the prevailing rate of the gross rent less allowable expenses it is important that you hold the necessary certificate showing the approval number. It is advisable for you to employ an accountant to complete tax forms and obtain an approval number for both yourself and spouse and agree your assessment with the Inspector of Taxes each year.

17.2 Tax for UK Landlords - UK resident Landlords should declare residential lettings income annually to the Inland Revenue. It is assessable for income tax. Records relating to the ownership of the rental property including income and expenditure must be retained. Our rent collect and full management services both provide monthly statements via email (paper copies on request at an additional charge).

18. FURNITURE AND FURNISHINGS (FIRE) SAFETY REGULATIONS

18.1 The Landlord must ensure that all furniture in the rental property must comply with the regulations. If items do not comply with the regulations the Landlord must either change, replace or remove the items before the tenancy commences. Should we subsequently find non-compliant furniture on the premises we reserve the right to dispose of these effects at the Landlord's expense.

19. GAS AND ELECTRICAL REGULATIONS

The Landlord must comply with the respective regulations regarding all low voltage electric appliances. The Landlord understands that all gas appliances must be checked by a Gas Safe engineer annually and confirms that all electrical equipment provided in the property is working has written instructions on how to use and complies with the Electrical Equipment (Safety Regulations 1994).

20. DECOR

It is generally recommended within the Letting Industry that internal redecoration should be carried out professionally every three to five years and externally every five years.

21. KEYS

Tenant Find/Rent Collection - The Landlord should provide 2 full sets of keys for the property. If insufficient keys are provided, McCarthy Holden reserve the right to cut a further set at the Landlords cost plus a £15 (inc VAT) arrangement fee. An additional set shall be required to be held by McCarthy Holden if the property is Fully Managed.

22. STORAGE

We recommend that you do not store items in the property. Any items left in lofts will not be added to the Inventory and neither the Tenants nor McCarthy Holden will be held responsible for any damaged or missing items.

23. POST RE-DIRECTION

Landlords should arrange to have their post re-directed through the Post Office. We do not forward on post.

24. VAT

Unless otherwise stated our fees/charges are VAT inclusive at the prevailing rate.

25. COURTS AND TRIBUNALS

Any appearance before any Court or Tribunal will be by arrangement with us and will be subject to an agreed charge. You, the Landlord are responsible for any costs incurred in instructing solicitors and subsequent legal action required, if any.

26. INDEMNITY

The Landlord agrees to indemnify McCarthy Holden for any reasonable sums expended on your behalf and not covered elsewhere in this agreement. You will further indemnify us in respect of any loss incurred by us as a result of any act, omission, or representation made by you or by someone on your behalf or in the event that you have provided false or erroneous information.

27. PROPERTY SALE

Occasionally a tenant or any other associated person will indicate an interest to purchase a property they are renting or belonging to the landlord, so by way of a separate document to this agreement McCarthy Holden will provide the landlord with full details about the selling fees (which will not exceed 1.2% inc vat of the sale price) charged by McCarthy Holden in such circumstances.

28. VARIATIONS

Any variations to this Agreement will only be valid if agreed in writing by us.

29. NOVATION OF TERMS OF BUSINESS

The Agent may assign or transfer this Agreement and its rights and obligations hereunder to any purchaser of all or part of its business. The Landlord hereby consents to such assignment, provided that the assignee agrees to be bound by the same terms and conditions. Upon assignment, the Purchaser shall assume all responsibilities of the Agent, and this Agreement shall continue in full force and effect as if the Purchaser were the original Agent named herein

30. CANCELLATION OF SERVICES

If at any time during the tenancy you decide to cease using our Management or Rent Collection services, a 60 day written notice is required from you. This will not affect our right to receive commission as agreed at the outset at our Tenant Finding level for the duration of tenancy when the Tenant we introduced remains in situ, even if you no longer rely on our services. McCarthy Holden may also serve the Landlord 60 days written notice to cease provision of both their Full Management and Rent Collection Services, if the Agent believes that the Landlord of the property is demonstrating unreasonable behaviour, McCarthy Holden reserve the right to return the Management keys for the property to the Landlord and McCarthy Holden shall cease managing the property with immediate effect.

31.TPO (The Property Ombudsman)

McCarthy Holden are members of TPO (The Property Ombudsman) www.tpos.co.uk

32.LANDLORD WITHDRAWAL

If you, the Landlord, agree to a tenancy but subsequently withdraw, we reserve the right to charge a minimum charge of £354 inc vat which shall be used towards the costs we have incurred for staff time, marketing and photography. If the costs exceed this amount, a breakdown shall be provided to the landlord for payment.

32.1 Unless formerly agreed, these terms of Business apply to the current tenancy and where instructed by the Landlord, to any other possible further tenancies until the Landlord formally terminates the Terms of Business in writing.

RESIDENTIAL LETTING AND MANAGEMENT INSTRUCTION AGREEMENT

This is an agreement between
McCarthy Holden Property Management Limited,
Registered office: Communication House Victoria Avenue, Camberley, Surrey. GU15 3HX
and
Landlord(s) (details below) relating to the letting of the property (detailed below).

Address of Property to be Let:

Landlords Name:

Landlords Correspondance Address:

Rental Asking Price:

Date:

1. The Landlord acknowledges receiving and understanding a copy of the Information for Landlords and Terms of Business provided by McCarthy Holden.
2. The Landlord instructs and appoints McCarthy Holden to act as letting agents in relation to the letting of the property upon the terms of this document, provided by McCarthy Holden and the service option chosen.
3. The Landlord accepts that the agreed fees are payable throughout and therefore to the end of any tenancy arranged by McCarthy Holden. With regards to the Tenant finding service only, the fees are paid from the first/second months rental and the fee for any subsequent terms will be reduced by half and will be invoiced to the Landlord directly.
4. The Landlord understands and agrees that McCarthy Holden are legally obliged by the Inland Revenue to deduct tax from rental income where landlords are resident overseas until an Exemption Order is received from the Inland Revenue.
5. The Landlord acknowledges that McCarthy Holden have informed him that consent should be obtained with regard to the letting of his property from his Mortgagee or Head Leasee, Building Insurance Company and Contents Insurance Company and that he shall provide written confirmation of approval from these companies to McCarthy Holden before the commencement of the tenancy should the landlord choose the Full Management Service.
6. The Landlord agrees to notify McCarthy Holden immediately if he/she becomes aware of any personal interest in the property or any connected property which any member of McCarthy Holden may have whether or not that person is involved in the letting of the property.
7. The Landlord understands and agrees that McCarthy Holden are not qualified and have no duty to advise on tax related matters, but can recommend a firm of accountants if required.
8. The landlord acknowledges that McCarthy Holden will hold the security deposit as stakeholder and register it in accordance with Tenancy Deposit Guidelines.
9. Where McCarthy Holden are instructed on a Sole Agency basis, this will be for a minimum period of 6 weeks, from signing this agreement, unless otherwise agreed. Should the Landlord subsequently wish to instruct other agents, 7 days notice shall be given to McCarthy Holden in writing and any agreed fee reduction shall revert to the standard rate as detailed below / the following page.
10. "the Agent" may sign the Tenancy Agreement on behalf of the Landlord if the property is to be managed by McCarthy Holden, and the Landlord instructs them to do so in writing.

Service Level and Fees

Tenant Find Fee inc VAT:

Tenant Find and Rent Collect inc VAT:

Full Management Fee incl VAT:

Initial Service Level: (drop down menu to choose)

Please tick if you require the Agent to arrange any of the below:

Energy Performance Certificate

Gas Safety Record

Electrical Installation and Condition Report

Electrical PAT Certification

Smoke Alarm Installation

CO Detector Installation

Legionella Risk Assessment

Inventory Make

Check In and Check Out

Smart Rental Warranty

Smart Plus Warranty

I agree to the above terms and conditions. In the event that the property is in co-ownership I warrant that all and any such co-owners have been declared and all shall sign this document. I also acknowledge receipt of a duplicate of this agreement

Landlord:

Date:

Agent:

NOTICE OF THE RIGHT TO CANCEL IN ACCORDANCE WITH THE CONSUMER CONTRACTS REGULATIONS 2013

This Notice has been provided to you because you have entered into a contract to which the Consumer Contracts Regulations 2013 (“the Regulations”) apply.

The contract is for the supply to you of goods and services. The person providing the goods or services is referred to in the Regulations as “the trader.”

Under the Regulations, you have the right to cancel this contract if you wish to do so. This notice explains how to exercise that right. It also gives you other information that is required by the Regulations.

In order to exercise your right to cancel the contract, you need to deliver or send a cancellation notice, that is, a written notice that you wish to cancel the contract.

You can use the cancellation form provided below if you wish, but you do not have to do so.

You can send your notification by email if you prefer.

Any cancellation notice should be delivered or sent to McCarthy Holden Property Management Ltd at 112 Fleet Road, Fleet, Hampshire, GU51 4PA or by email to nbremner@mccarthyholden.co.uk.

You have 14 days in which to serve a cancellation notice.

The period of 14 days begins with the date when you receive this Notice. This 14 day period is referred to in the Regulations as the “cancellation period.”

Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to the trader. A cancellation notice sent by electronic communication is treated as being served from the day when it is sent to the trader.

If you agree in writing that the performance of this contract should begin before the end of the cancellation period, then even if you cancel the contract you may still be required to pay for goods or services supplied before the cancellation.

If you enter into a related credit agreement, then that agreement will be automatically cancelled if the contract is cancelled. A “related credit agreement” means an Agreement under which fixed sum credit which fully or partly covers the price under the contract is granted to you by the trader, or by another person under an arrangement made between that person and the trader.

The identity of the trader providing the goods or services under this contract is McCarthy Holden Property Management Ltd.

NOTE: The Landlord is responsible for any works undertaken on the property and this notice to cancel is performed immediate payment of these costs will be due.

NOTICE OF THE RIGHT TO CANCEL IN ACCORDANCE WITH THE CONSUMER CONTRACTS REGULATIONS 2013

To administer the notice please email Nicola Bremner at nbremner@mccarthyholden with the following statement completed as indicated:

To McCarthy Holden Property Management Ltd of 112 Fleet Road, Fleet, Hampshire GU51 4PA

I / We (delete as appropriate) hereby give notice that I / We (delete as appropriate) wish to cancel my / our (delete as appropriate) contract for property..... originally dated.....

Landlord Name

Landlord Correspondence Address:

Date:

GDPR Consent Form for Clients, Purchasers or Tenants

As a business it is necessary for us to collect, store and process personal data about our customers, suppliers, employees, workers, and other third parties who we engage to provide services for us or do business with.

How McCarthy Holden will use your data

- To fulfil our obligations to you when providing you with our property services;
- To share your information with others where necessary to fulfil our property services for you or where acting as agent for a third party on your behalf;
- To comply with our statutory and regulatory obligations, including verifying your identity, prevention of fraud and money laundering and to assess your credit worthiness;
- To communicate with you during the course of providing our services, for example with your enquiries and requests;
- As you are intending to buy, sell, rent out or rent a property through McCarthy Holden, your data will be shared with other persons throughout this process ie. with solicitors, other parties in the transactions etc. This shared information is necessary to complete the legal transaction in which you are undertaking.

Subject access requests

You have the right to request a copy of the personal information we hold about you. You also have the right to request that information we hold about you which may be incorrect, or which has been changed since you first told us, is updated or removed. You must do so in writing either by emailing Samantha Holden on sholden@mccarthyholden.co.uk or post to 61 High Street, Hartley Wintney. Hampshire. RG27 8NY

You can ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have:

- successfully exercised your right to object to processing
- where you have withdrawn consent for us to process it
- where we may have processed your information unlawfully
- where we are required to erase your personal data to comply with local law

Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you.

You have the right at any time to withdraw any consent you have given us to process your personal data. Please note if you withdraw your consent it will not affect the lawfulness of any processing of your personal data we have carried out before you withdrew your consent.

To view our full privacy notice please visit: <https://www.mccarthyholden.co.uk/privacy-notice/>

I hereby grant McCarthy Holden authorisation to process my personal data for the purpose of completing the property transaction in which I am participating. I understand that it will be necessary for my data to be shared with relevant parties also taking part in the proposed transaction.

Landlord Details/Signature

BEING A LANDLORD ENDS WITH AN EXPERIENCE

“McCarthy Holden Lettings have been our Managing Agents for many years now. Their complete professionalism, as well as having a very personable approach, makes choosing them an easy choice in this field. Nothing is too much trouble and any issues that crop up are always dealt with swiftly. I would have absolutely no reservations in recommending them to any prospective landlord.”

Mr S. Cooper

**McCarthy
Holden** 

112 Fleet Road, Fleet, Hampshire GU51 4PA
01252 622550
lettings@mccarthyholden.co.uk



www.mccarthyholden.co.uk