Essential Terms and Charges

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Full Management terms and a guide for landlords and tenants. Harvey W James Ltd · England.

This is a service guide. Section 1 explains its role for the new HWJ agreement and for existing appointments. It does not grant a promotional benefit or automatically replace signed terms.

For immediate danger call 999. For a gas emergency call 0800 111 999 from a safe place. Routine reporting and contact details are in Section 85.

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1 Your agreement and this edition

Harvey W James Ltd provides Full Management for residential lettings in England.

For an instruction signed using HWJ Standard Landlord Terms of Business edition 1.5, the agreement is the completed property instruction, those Terms, Fee Schedule 1 and the applicable identified schedules and separate documents. This ETC is a separate service guide and is not incorporated wholesale as additional contract terms. Information about us or our service that binds us under consumer law remains effective unless a specific change is expressly agreed.

An existing Goodlord or other signed agreement continues with the documents and fixed editions it incorporates. Publishing this guide does not replace it, remove an agreed benefit or change a fee or obligation without the agreement and notice required. Check the edition in your signed documents. For a property HWJ already manages, the new agreement's Schedule 2 records any agreed replacement, its effective time, the changes and benefits that continue.

Keep your signed documents together. Each property has its own instruction and agreed rate. An additional property does not replace another property's appointment or restart its benefits or notice. A tenant guide, staff procedure or AI record cannot independently change either agreement. Published ETC editions and their change summaries remain at harveywjames.com/essential-terms.

If a charge or term is unclear, contact **info@harveywjames.com** before you instruct us. We will explain the term and record any agreed departure in writing. If you think a term conflicts with the law, tell us; we will review it and publish a corrected edition if required. A complaint about our service follows Section 76.

You may obtain independent legal or other professional advice before agreeing these terms or when a question about your rights arises.

Schedule 1 to Standard Landlord Terms 1.5 is the controlled standard fee schedule for that route. Appendix A repeats the tariff for reference. Instruction C records the gross management percentage used to calculate the property's fee. We correct any discrepancy and honour binding promises and statutory rights; a priority statement does not authorise a hidden extra charge. Separately agreed property concessions and selected product documents remain separately identified and supplied. The standard service works without a promotion and continues after a public promotion closes.

Our landlord service terms apply through the landlord's appointment. Information addressed to tenants explains our service and the applicable rules; it does not impose a new tenancy obligation or fee. The signed tenancy and mandatory law determine the tenant's obligations. An internal staff procedure or an AI answer cannot change either agreement.

The version number and date of this edition are shown with its title. Our archived published editions remain available unchanged. A correction is published as a new edition. How these terms may change is set out in Section 81.

Any translation identifies the English edition from which it was prepared. Tell us if the texts differ so we can explain and correct them. A translation does not by itself change the agreement or your statutory rights.

2 The main terms at a glance

- Standard Full Management: 10% including VAT of rent actually received. Your completed property instruction records the management fee for your property. There is no percentage charge on unpaid rent or an insurer's payment. Section 9 explains the calculation and later receipts.
- Multi-agency is available only by written agreement, at the gross management rate recorded for that property, normally 10% including VAT of rent actually received. See Section 11.
- **Included work:** marketing, ordinary re-letting, day-to-day management and routine repair coordination. Reports, supplier invoices and specified extras follow Appendix A. The headline percentage is not a promise that every third-party service is free.

- **Repairs:** we make day-to-day decisions within the recorded authority and keep you informed. We do not wait for a fresh sign-off within that limit. Above-limit work needs the authority in Section 10.2. The repair fund is client money, not a fee or unlimited spending permission.
- Visits and access: For an occupied home, normally the tenant or an adult aged 18 or over whom they name in writing is present throughout. A retained key, concierge, key box or notice alone does not authorise entry. Exceptional unattended access requires Harvey's specific approval, clear occupier permission and a recorded lawful arrangement. We log key collection and return and secure the home afterwards. If access cannot be agreed, we rearrange, record attempts and follow up; a paid waiting visit is not a condition of a necessary repair. Emergency entry must have its own lawful basis and be limited to what is necessary under Sections 5 and 48.
- **Emergencies:** Emergency access must have a lawful basis and be reasonably necessary to protect life or prevent serious damage. We seek contact with the tenant, attendance by them or their nominated adult, and director approval where practicable. Contact attempts or internal approval must not delay necessary lawful urgent action. We limit entry and work to what is necessary, record the reasons and action, secure the home afterwards, and promptly explain what happened to the tenant and landlord. See Sections 5 and 48.
- Annual routine condition inspection: £60 including VAT, on request. Free reminders, normally every six months; no automatic booking. The price of any further routine visit in the same year is not set yet, and nothing is charged for one unless we agree its price with you in writing first. An inspection actually included in your accepted offer is honoured on that offer's terms, including any limit on how often or for how long it is included. See Section 35.2.
- **Qualifying works supervision:** 10% including HWJ VAT of contractor charges excluding contractor VAT, only where both the cost and coordination conditions in Section 10.3 are met.
- **Disputed deposit paperwork:** £54 including VAT for up to three hours, only if deductions are disputed and we prepare the paperwork; additional approved actual time £18 including VAT an hour. See Section 72.
- **Statutory declaration:** £49 including VAT, including solicitor witnessing and applicable posting to the deposit provider. See Section 67.1.
- **Paying rent before it is due — for tenancies within Section 23's scope:** Before all required parties have signed the tenancy agreement: a landlord or letting agent must not ask for, encourage or accept any payment of rent, even if the applicant offers it. After all required parties have signed and before the tenancy starts, the landlord may require no more than the permitted initial rent: for rent payable monthly, the first month's rent; for rent payable more frequently than monthly, rent covering no more than the first 28 days. Section 23 explains the scope of these rules, the deposits that are separate from rent and genuinely voluntary early payment after the tenancy starts.
- Ending management: ordinarily three calendar months' written notice, or one calendar month if vacant and unlet when notice is given. There is no continuing Let Only fee. Cancellation and any separately agreed earlier exit remain available. See Section 11.7.
- **Complaints:** Section 76 gives our response times and Property Redress details. Asking questions or complaining does not remove your rights.

This summary points to the operative terms. Appendix A states each agency charge, its payer and its trigger. Tenant payments are separately limited by Section 42.

3 Words and time periods

Landlord means the person or entity appointing us. **Tenant** means an occupier under the relevant tenancy; some information also concerns prospective tenants. **We**, **us** and **HWJ** mean Harvey W James Ltd. **Property** means the property in the instruction. Where a section addresses one audience, its reference to **you** means that audience.

Terms of Business means the landlord's actual signed agency agreement and identified schedules. The new standard route is HWJ Standard Landlord Terms 1.5; an older appointment keeps its own agreed documents until validly replaced. Instruction means the property-specific service, authority and gross fee particulars. For the new route, Fee Schedule means Schedule 1 to those Terms; Appendix A

repeats it for reference. A property concession is a specific separately agreed benefit, not an automatic entitlement created by this guide.

Working day means Monday to Friday excluding English bank holidays. **Calendar day** includes weekends and bank holidays. A **calendar month** is not four weeks or 30 days. The particular notice or legal procedure determines how time is counted. A publication date is separate from the date a change applies to an individual agreement.

An **assured periodic tenancy** is a tenancy within the relevant Housing Act 1988 regime. A company let, resident-landlord arrangement or other excluded occupation may follow different rules. We check the actual arrangement and any transitional provisions before applying a legal process.

Repair authority is the recorded permission to incur costs for the landlord. The repair fund or float is money held for that purpose. Neither its target nor its balance changes the spending limit. Rent actually received means rent reaching the client account as cleared funds, including a designated client account operated for HWJ. Section 9 explains its treatment before and after management ends.

VAT is value added tax. Agency prices in this document include VAT unless an entry expressly concerns an external supplier that does not charge it. An hourly agency price is calculated for actual chargeable minutes where the tariff says so, without upward time blocks.

4 About Harvey W James

Harvey W James Ltd is a London lettings and property management business operating under the law of England. We offer one service for new residential instructions: Full Management. We do not offer a new let-only, rent-collection-only or holiday-letting service.

We focus on modern, energy-efficient homes, typically EPC B or C, and consider other properties against their condition, permissions and applicable compliance requirements. A preferred property type is not a statement that other homes are unlawful. The current minimum-energy rules and future proposals are explained in Section 44.

Sections 5 to 7 contain service, access and communication commitments. Sections 8 to 11 explain the management service, authority, charges and appointment. The later sections explain the letting and tenancy processes. Appointing us does not remove the landlord's legal duties; we remain responsible for our own duties and the work we undertake.

5 Viewings and access

For an occupied home, normally the tenant or an adult aged 18 or over whom they name in writing is present throughout. A retained key, concierge, key box or notice alone does not authorise entry. Exceptional unattended access requires Harvey’s specific approval, clear occupier permission and a recorded lawful arrangement. We log key collection and return and secure the home afterwards. If access cannot be agreed, we rearrange, record attempts and follow up; a paid waiting visit is not a condition of a necessary repair. Emergency entry must have its own lawful basis and be limited to what is necessary under Sections 5 and 48.

For an empty home, viewing appointments are available from 9 am to 9 pm, seven days a week, subject to booking availability. We do not arrange Sunday viewings in an occupied home unless the tenant asks for them. We normally ask applicants for three suitable slots. For enquiries received before 4 pm we aim for a same-day appointment; afterwards, the next day is usual. These are aims, not a guarantee of a particular slot. Where an applicant is late, the viewing provider normally waits up to 20 minutes; an extension depends on availability.

If a Viewber viewing does not start within 30 minutes of the booked time, or the viewer does not attend, we pay the applicant £20 compensation once for that appointment, even if it later proceeds. This does not apply to a start within the first 30 minutes and is not charged to the landlord.

We oversee the booking and applicant communications, whether a viewing is conducted by our team or an appointed viewing provider. We normally confirm three proposed time slots, the access arrangement and the person attending. If a Viewber delay exceeds ten minutes, we communicate the delay promptly. The £20 undertaking above applies once to the affected appointment and is not a landlord charge.

We normally give notice of a non-emergency visit in writing. The statutory inspection right under section 11(6) of the Landlord and Tenant Act 1985 has its own requirements. Other visits need the applicable tenancy right or consent. We consider work patterns, disability and other circumstances when agreeing access. Our usual notice administration takes place Monday to Friday; necessary urgent action does not wait for office hours.

For immediate danger call the emergency services. Emergency access must have a lawful basis and be reasonably necessary to protect life or prevent serious damage. We seek contact with the tenant, attendance by them or their nominated adult, and director approval where practicable. Contact attempts or internal approval must not delay necessary lawful urgent action. We limit entry and work to what is necessary, record the reasons and action, secure the home afterwards, and promptly explain what happened to the tenant and landlord. Where practicable, we try to reach the tenant at least three times by at least two methods, two people attend and we photograph or film the home on entry and exit. Our explanation to the tenant is given in writing and says who went in, when, why and what was done.

A dripping tap, a broken appliance, a routine inspection, a viewing, a delivery or a contractor who is only free while the tenant is at work is not an emergency; these follow the ordinary access arrangements above. Section 48 explains urgent repairs.

6 Communications and repair updates

Applicants or tenants may nominate a lead contact for routine updates. This does not replace a requirement to give information or a legal notice to each relevant person, or prevent direct communication about safety, privacy, complaints or reasonable adjustments. We confirm a requested change of lead contact; the existing administrative processing period is normally five to seven working days, without delaying urgent or individual communications.

You may ask a properly authorised representative, such as a housing officer, a support worker or a relocation agent, to communicate with us. We check their identity and authority, in proportion to what is asked, before sharing personal information. This does not expand the services we have agreed to provide or limit statutory rights or required reasonable adjustments. Where you have properly authorised a representative, we also deal with them within the authority given. Tell us if you need another accessible way to communicate.

During the application, contact your lettings representative by the channel agreed with them. After move-in, send management and repair reports to aftercare@harveywjames.com, WhatsApp James, our AI assistant, on +44 7463 580011, call 020 3865 1500 at any hour, or use the website chat or tenant app. Ask for a person if the matter is unclear, disputed or urgent. For immediate danger use the emergency services, not a routine inbox.

We keep both landlord and tenant informed of relevant progress and the next step. Where we ask for information or approval, we give an actual response deadline and explain what happens next. An update about a routine authorised repair is not a fresh approval request. We do not disclose private landlord advice unnecessarily.

7 Respectful communication

We expect our team, clients, tenants and suppliers to communicate respectfully. Threats, harassment and abuse are unacceptable. We consider the circumstances, explain any reasonable communication arrangement and preserve necessary access to safety reporting, complaints, statutory notices and reasonable adjustments.

A reasonable question, disagreement, request for evidence or complaint is not harassment or obstruction. A management difficulty is dealt with under Sections 10 and 11.7; it does not create a penalty or a general power to stop essential work without a lawful assessment.

8 The Full Management service

Our Full Management service covers ordinary residential lettings. We do not offer a holiday-letting service.

We manage the letting and the day-to-day tenancy. Our service includes:

- marketing the property, arranging viewings and obtaining references;
- preparing the tenancy documents and arranging the move-in;
- collecting rent, monitoring missed payments and communicating with you and the tenant;
- arranging repairs within the authority you give us, including urgent making-safe action under Section 48, with qualifying project supervision charged separately under Section 10.3;
- tracking the compliance work included in our appointment and arranging the relevant documents and checks;
- sending proactive routine-inspection reminders, with requested inspection visits and reports charged separately as explained below; and
- administering the tenancy deposit and helping with the end of the tenancy, with disputed-claim preparation charged separately as explained in Section 72.

The fee schedule distinguishes work included in the management fee, services charged separately and third-party costs. It also identifies any work that needs your approval before we instruct it.

You must provide accurate information, obtain the permissions required to let the property and provide funds for the costs you authorise. The responsibilities we take on, and those you retain, are set out in these terms and the written instruction.

Our service also includes routine statutory rent-review administration, basic arrears follow-up, ordinary notice and case preparation and administration of a selected Full Management rent-protection claim. Specialist legal advice, representation, court attendance and third-party reports are separate where the fee schedule says so. We do not guarantee a tenant’s performance, payment or a particular legal outcome.

Included marketing comprises the home visit and valuation, professional photographs, a 360-degree tour, floorplan and advertising on the major portals appropriate to the instruction. We arrange landlord and applicant meetings when requested, tenancy signatures, safety and welcome information, and online access to the available property records and statements. We coordinate ordinary new-build snagging, relevant warranty or retention enquiries, and liaison with the concierge or block manager; separately agreed specialist work remains subject to the tariff.

The ordinary gap between tenancies is covered as explained in Section 74. Reports and supplier services expressly priced in Appendix A are separate; arranging them does not make their cost part of the percentage fee. We disclose the relevant price and obtain the authority required before committing the landlord.

Instructions accepted on retired tenant-find or rent-collection terms before 18 September 2026 remain governed by the terms actually agreed until validly ended or varied. This edition does not automatically convert them into Full Management or cancel an accrued benefit.

9 Management fees and payment

Our published standard fee is 10% including VAT of rent actually received for sole or agreed multi-agency management. The completed property instruction records the management fee for your property. On £2,000 received, the standard management fee is £200 including VAT. VAT is not added

again. No receipt means no management fee. There is no charge to balance a curtailed year and no management percentage on an insurer's payment. Arrears received during management use the rate applicable to their rent period.

Schedule 1 controls standard prices for the new agreement; Appendix A repeats them for reference. A separate agreed concession applies only to the property and periods it identifies. Lawful advance rent uses the rate for its rent period. Under clause 6.3 of Standard Landlord Terms 1.5, a period's management fee is credited in full if that period has not begun when management ends; if it has begun, that period's fee stands. A better express property agreement is honoured. Quoted work needs an agreed scope and price or calculation before instruction. Included work cannot be charged again under another label.

9.1 Rent received after management ends

Our management ends at one exact moment. Normally that is 11.59 pm (UK time) on the end date. It is the time we have agreed in writing, if we have agreed one. On cancellation it is the moment we are told, and on an immediate termination by us it is the moment our notice is delivered. That moment is the cut-off for the rent, the management fee, any deduction, interest and recovery costs. Rent that clears before it counts as received during management. Any rent or other money for you that clears at or after it, even later the same day, is forwarded in full to you or your authorised managing agent within three working days of cleared funds, with a note of the amount and the date received and, where our records show it, the time. If our records do not show that it cleared before that moment, we treat it as received after it, and a record showing only a date shows this only if that date is before the end date or, where management ends at 11.59 pm, is the end date. A holding deposit, or a tenancy deposit not yet released to you under the scheme's rules, is not covered by this rule. No fee, cost, interest or other amount due to us is deducted from that money, even if it relates to arrears from the managed period or was due, demanded or invoiced during our management. Amounts already properly chargeable under your terms at that moment go on the closing statement and are dealt with separately (Section 11.7). Only the law can affect that money, and neither way is a fee or an amount due to us. If the law requires tax to be withheld and paid to HMRC, that amount goes to HMRC and the rest is forwarded. If a legal restriction, such as a sanctions freeze or a court order, stops the transfer itself, nothing is deducted: we hold or deal with the money as the law requires and forward it in full once we lawfully can. For example, if our management ends at noon and rent clears at 3 pm that day, we take no fee and forward it in full.

9.2 A genuine refund of rent

If rent on which we charged a management fee is genuinely refunded, we credit the proportion of the management fee actually charged on the amount returned. We use the rate and any discount or fee-free arrangement that applied to that rent. For example, a £200 rent refund attracts a £20 credit including VAT where we originally charged the standard 10% fee.

Partial refunds receive a proportionate credit. We do not credit more than the relevant fee charged or credit the same amount twice. We show the adjustment on your statement. Ending our appointment does not remove your entitlement to this adjustment.

Separate compensation, disputed payment reversals and historic credits require assessment under their applicable terms. A genuine refund adjustment is shown in the relevant statement and final-account reconciliation.

9.3 Paying authorised extras

Where you have expressly authorised deduction from rent, we deduct agency fees that are due from available landlord rent received while we manage, never from anything received after management ends, and identify each item on your statement. If you have not given that authority, or there are no available rent receipts, we issue an itemised invoice payable within 14 calendar days of issue. This does not create a management fee on unpaid rent, authorise diverting the repair fund to fees, or permit recovery of HWJ agency fees from a tenant's deposit. Tell us promptly if you dispute an item; we explain it and use the complaints process where needed.

An agreed historic commission credit keeps its recorded terms, including an existing five-year period where lawfully agreed. A credit policy does not replace a refund required by law, repayment of money charged in error, the proportional refund rule above or an express refund agreement. We do not turn a cash refund that is due into a compulsory future-service credit.

10 Management decisions and repair authority

Full Management means that you authorise us to handle day-to-day management and make routine decisions within the service, spending limits and other authority agreed with you. We use professional judgment, explain material decisions and keep records of the work and costs. We do not require a fresh sign-off for every routine contractor appointment or repair within that authority.

You remain responsible for your obligations as landlord. We remain responsible for the services we agree to provide and for carrying them out with reasonable care and skill. You can ask questions, raise concerns and suggest alternatives.

Our aim is to reduce the time you spend on day-to-day management while keeping you properly informed. We assess repair decisions by the information reasonably available, the urgency, the work needed, contractor suitability and the overall cost. If we make a mistake or fall short of the agreed service, we investigate, explain our response and take appropriate steps to put matters right. Our delegated authority does not remove our accountability.

We bring matters reserved to the landlord to them before acting, including an alteration to the advertised rent, a decision to begin possession action, capital works and expenditure not already authorised by the repair mandate or another express instruction. A request for bespoke additional reporting is separately scoped and agreed at the actual-time rate in Appendix A; ordinary updates, reasonable questions, complaints and the work already included are not charged again.

10.1 Review of service and charges

We review the service and workload periodically. That review does not by itself increase the fee, remove an included task or create a new charge. Any agreed change follows Section 81.

10.2 Repair authority and work above the limit

Our ordinary authority for a routine repair is the monetary amount recorded in your Instruction Form, initially equivalent to one week’s contractual rent unless a different limit is expressly agreed. We assess the reasonably foreseeable total cost of the connected job to you, including VAT, call-out and diagnostic charges, labour, materials, disposal and any separately applicable agency fee. We do not divide connected work into smaller instructions to avoid the limit.

The spending limit and the repair money available in your account are separate. Having a larger account balance does not increase our authority. Having authority does not require us to provide credit: where funding is needed, the agreed repair-fund and payment arrangements apply.

Within the agreed spending limit and with funds available, we choose and instruct routine repair and maintenance work. We normally explain the problem, work, price and reason before booking, or promptly afterwards if speed is needed. This uses the authority already granted and does not start a routine 24-hour or 48-hour approval period. You can question a decision at any time. If an express instruction received before booking holds or withdraws authority for non-emergency work, we pause that instruction, discuss the consequences and clarify the next step. We do not treat an objection as silence.

If the expected cost exceeds our authority or the scope materially changes, we seek fresh authority before committing to the additional work, subject to Section 48.

Above the spending limit, or for a capital improvement, we obtain written approval before committing, except for proportionate emergency action under Section 48. We supply the quotes obtained, our recommendation, expected total cost and the reason for our choice. A material change needs fresh

assessment and any required approval. The limit covers the whole foreseeable connected job; we do not split it to avoid the limit.

An existing appointment with an expressly agreed special approval procedure keeps that procedure until validly changed. It is not selected automatically for the new standard agreement. Publishing this guide does not increase authority under an older appointment.

Section 47.1 governs quotations and Section 47.5 funding. Emergency action is limited by Section 48. Repair authority does not itself authorise entry to an occupied home; access follows Sections 5 and 48. Signing authority for a tenancy is separate and follows Section 15.

10.3 Qualifying works supervision

Our supervision fee is 10% including VAT of the contractor's charges excluding contractor VAT. If the contractor charges no VAT, we use the full amount of those charges. The fee applies only where the works cost more than £800 including contractor VAT and need us to coordinate more than one trade or contractor, attend site to supervise or check the quality of the work, or manage a project over time.

No supervision fee applies to routine maintenance, the repair or like-for-like replacement of a single item or component, or works costing £800 or less including VAT. The single-item exclusion applies whatever the item costs. There is no higher rate for larger projects.

We will tell you before the work starts if a supervision fee applies and itemise it separately on your statement. You may ask us not to supervise a job; if you do, no supervision fee is charged.

We take no repair-contractor commission, referral fee or invoice mark-up. Any eligible HWJ supervision fee is separate and follows the conditions above. For example, contractor charges of £1,000 plus £200 contractor VAT attract a £100 HWJ supervision fee including VAT where all qualifying conditions apply: total £1,300.

10.4 Applying the supervision conditions

Routine gas checks, straightforward quotation collection and ordinary repair coordination remain included. A single-item repair or like-for-like replacement stays outside the supervision charge at any price. A coordinated bathroom refurbishment or multi-trade redecoration may qualify only if the contractor works exceed £800 including contractor VAT and the activities in Section 10.3 are required. The fee is disclosed and separately itemised before the work; declining supervision avoids that fee.

11 Appointment marketing and ending management

We normally market your property on a sole-agency basis, so we are the only letting agent you appoint to market it. We may agree a multi-agency arrangement in writing, allowing you to appoint other letting agents to market the property at the same time. We will record the agreed marketing arrangement and applicable fee in your written instruction before marketing begins.

For an agreed multi-agency instruction, the gross management rate is the rate recorded in the property instruction, normally 10% including VAT of rent actually received. No percentage is charged on unpaid rent.

A move from a discounted sole-agency rate to multi-agency needs written agreement and changes the fee only for rent periods beginning after the change. Nothing already charged, credited or fee-free is reversed.

A separately agreed property concession has its own identified document and conditions. This guide neither grants it nor imposes the public promotion's eligibility conditions on an individual concession. The standard appointment can operate without any concession.

11.1 Recording the instruction

The instruction identifies the property, Full Management, sole or agreed multi-agency marketing, the agreed gross management percentage, repair limit, fund target and selected services. Separate concessions and product documents are identified where applicable. A blank optional selection creates no service or spending power. A new property is separate from other appointments; a replacement for an existing property uses the new Terms' Schedule 2.

11.2 Sole-agency marketing commitment

The initial sole-agency marketing period is four weeks. At least two weeks' written notice may run within those four weeks. Before first marketing, two weeks is enough and we do not start marketing during that notice. If no tenancy has started under our management when the appointment ends, no management fee is payable and any provisional fee is credited in full. We hand over any binding later-start tenancy and protected money. If a managed tenancy starts before marketing notice expires, the management-notice or applicable earlier-exit rules apply. An agreed replacement for continuous existing management does not restart this marketing minimum. There is no HWJ withdrawal fee.

11.3 Written multi-agency instructions

Multi-agency needs written agreement and is not activated simply by appointing another agent contrary to a sole-agency instruction. Before a tenancy starts, either of us can end it on two weeks' written notice. It ends sooner only if a binding tenancy is entered into through another agent, or by you directly, and we have not separately agreed in writing to manage it, or if we both expressly agree an earlier release in writing. A provisional acceptance of an applicant, a holding deposit, referencing or a draft through that other route does not end it. You must tell us in writing as soon as such a tenancy has been entered into, and at once if a holding deposit has been taken through that route. We take no holding deposit while we know one is held. The appointment and our authority end together: when the notice expires, when we are told or otherwise actually learn of that tenancy, or at the moment the release says, whichever comes first. During a notice period we may continue marketing, viewings and negotiation unless you tell us in writing to stop, but we take no new holding deposit and do not proceed with an applicant unless we both first confirm in writing that the notice is withdrawn. If a tenancy already signed through us starts during the notice, the notice keeps running and we manage that tenancy until it expires. Our management fee applies only to rent we receive before the appointment ends, for a tenancy that has started by then. Rent received after that is forwarded in full (Section 9.1). No other fee arises because the appointment has ended, and we hand over as Section 11.7 explains. It does not introduce an overlapping-introduction charge.

11.4 No continuing let-only or annual balance

If another agent, you or someone else secures a letting, we do not charge a separate introduction or overlapping-agent fee merely because we marketed the property, conducted a viewing or introduced an applicant. We do not charge to balance an unfinished management year. Our management fee applies to eligible rent actually received while we manage, up to the exact moment our management ends (Section 9.1). Rent we receive at or after that moment, even later the same day, is forwarded in full. There is no automatic conversion to let-only commission after management ends, and no abortive-tenancy or withdrawal charge.

11.5 Goodlord and other service providers

We use Goodlord for referencing, tenancy documents and move-in administration, and Lettspay for client accounting and rent payments. A particular insurance, payment or verification activity may have a separately identified regulated provider. The use of software is not a blanket statement that every activity on it is regulated or guaranteed. Providers' own current product terms and privacy notices remain relevant; our summary cannot replace their policy or schedule. We retain the records needed to explain the work we undertake.

11.6 Client money remittances and statements

We keep client money separately from our own money and maintain the protection required for the money we hold. Your agreement and fee-publicity information identify our client-money-protection scheme and current certificate. Protection is subject to the scheme's terms, limits and exclusions; it is not an unlimited guarantee of every payment or loss.

We remit cleared rent less authorised deductions within three working days after it clears. Payment within 24 hours is usual, not guaranteed. The statement identifies rent, its period, agency fees, authorised supplier payments, any tax deduction and the balance. Deposits and repair funds are not rent or agency income. Tell us if your bank details change; we verify an instruction before changing the destination of client money.

Our Client Money Protection scheme is Propertymark, reference **C0130307**. Our current certificate is valid to **30 June 2027**. The certificate and Security Certificate explain the scheme; eligible claims are subject to its conditions, limits and exclusions. Copies are available free on request, and the current certificates are published on our website. Tenancy-deposit protection is a separate arrangement.

We tell the landlord about missed rent within one working day and identify payments more than seven days overdue even if later received. We provide monthly statements and an annual summary. Identity, sanctions and bank-detail checks may require information before a lawful payment can be made; we explain a restriction promptly. A routine administrative delay does not remove the agreed remittance standard.

11.7 Ending management and handover

You may give three calendar months' written notice at any time once a tenancy is managed, including an occupied takeover. If vacant and unlet when notice is given, one calendar month is enough. We may agree a shorter period in writing. Cancellation, a separately agreed earlier exit and remedies for a service failure remain available. There is no anniversary restriction or new minimum management year.

Ending management does not move you to let-only service or end the tenancy. We do not charge continuing commission merely because an introduced tenant remains, a balancing amount for an unfinished year or a separate overlap fee. There is no fee for giving notice or ending management. Section 9.1 sets the exact moment our management ends. Rent or other money for you that we receive at or after that moment is forwarded in full. An amount goes on the closing statement only if it was already properly chargeable under your terms at that moment. A later invoice can record it but does not create it, and a supplier's cost counts only if it was properly authorised and is recoverable from you. If a supplier's invoice for such a cost reaches us after the closing statement, we show it on a supplementary statement within 28 days. Those amounts are dealt with separately. Interest on an unpaid invoice stops at that moment and is worked out for whole days before it, and recovery costs count only if actually incurred before it. No new recovery costs are chargeable after it. Section 9.2 preserves a genuine rent-refund fee credit.

Our ordinary notice period is three calendar months in writing. We give an objective, justified reason. Where a difficulty can be put right, we explain it and seek a workable resolution before using ordinary termination. Asking reasonable questions or making a complaint is not, by itself, a reason to end the appointment. An inability to continue lawfully or a serious immediate risk requires a specific assessment; this clause does not grant a general right to terminate immediately. We agree a safe handover and identify outstanding repairs, client money, deposit administration and deadlines.

We provide a closing statement within 28 days after termination, covering receipts and expenditure since the previous statement. We agree the handover date and receiving landlord or agent, transfer the records and keys needed to continue management, identify unresolved hazards, repairs, rent arrears and legal/product deadlines, and arrange the appropriate deposit-administration transfer. We tell the tenant who will manage and receive rent after handover once the correct details are verified. The next paragraph governs the client-money reconciliation; a handover is not permission to sacrifice deposit protection or delay essential safety information.

We explain outstanding authorised costs and actual liabilities, reconcile the ledger and return client money no longer properly required, including the unused repair fund. We identify any reasonable amount retained for a specific existing commitment and explain its basis; we do not retain a general penalty or a fee for unpaid rent. Nothing is retained from anything received after our management ends. Genuine rent-refund credits continue under Section 9.2. Historic credits retain their applicable original terms unless properly agreed otherwise; this edition does not expire or convert them.

11.8 Cancellation after a new instruction

Where a landlord is a consumer and the agency service is a distance or off-premises contract, the Consumer Contracts Regulations 2013 normally give a 14-day cancellation period, subject to their scope and exceptions. The whole signing journey decides which applies, not just the place of signature, and we record the journey and the date we gave the cancellation information. We also give you a copy of the signed agreement, or confirmation of it, before the service begins. Before agreement we supply the required information and model cancellation form in a durable form. You can cancel from the moment the contract is made, and the 14 days are counted from the day after. To cancel, send a clear statement to info@harveywjames.com or the address in Section 85; the model form is optional. Keep evidence of sending within time.

Starting services during that period needs the required express request. Where the Regulations allow a proportionate payment for services actually supplied after such a request, it must be based on the agreed price and required information; this is not a new withdrawal fee. You pay nothing for early work if we did not give you the information about the right to cancel, if we did not give you the information that you would have to pay for early work, or if there was no valid request. The right is lost on full performance only where the required prior consent and acknowledgment were obtained. We give the applicable refund within the legal period and explain any lawful deduction. Failure to give the required cancellation information may extend the period.

Section 18 of Standard Landlord Terms 1.5 gives the same cancellation right, on the same terms, to other landlords unless the agreement was both arranged and signed at our office. It explains the extended period if required information was omitted, proportionate early-work charges, and refunds within 14 days. A replacement of an existing appointment follows Schedule 2’s continuity and cancellation arrangements. Any separately agreed earlier exit is additional to these rights. Older signed appointments retain their own applicable provisions.

12 Tenant rights at a glance

For an ordinary private assured tenancy within the reforms commencing on 1 May 2026, the main rights include a periodic tenancy, the statutory tenant-notice route, protection against an unlawful rent increase, case-by-case consideration of a pet request, and the restrictions on rental bidding and discrimination. A landlord seeking possession must rely on a statutory ground and the court process, not a no-fault notice; see Section 69. Saved cases and other tenancy types require separate checks; see Section 15.

We do not request, encourage or accept rent before the tenancy is signed by all required parties. The limited initial rent that can be required after signing is explained in Section 23. Deposits and legally permitted payments are in Sections 27, 39 and 42. A paid professional guarantor or optional insurance is not a compulsory route to renting.

Report hazards and repairs promptly. The landlord's applicable repair, fitness, safety and licensing duties continue, whether or not the landlord buys an optional routine inspection. Access must remain lawful; see Sections 5 and 49.

Section 17 explains the written tenancy information a tenant must be given. Section 68 explains ending a tenancy and sharer changes. Section 72 explains deposit returns and disputes. Complaints, enforcement, court and tribunal remedies are separate routes; Sections 75 to 78 explain the distinctions. This summary does not restrict a right available under the law or the actual tenancy.

13 Landlord duties at a glance

Before marketing and letting, provide accurate ownership and property information, obtain required permissions, establish the appropriate occupation and licensing arrangement, and supply the applicable energy, gas, electrical and other safety evidence. Different documents have different deadlines; Section 44 distinguishes marketing, agreement, occupation and continuing requirements.

Use lawful selection criteria. Advertise a fixed asking rent and do not invite, encourage or accept a higher bid. Observe the rules for rent in advance, holding deposits, permitted tenant payments and deposit protection. Make sure the required written tenancy information is given; see Section 17. Arrange all applicable adult-occupier Right to Rent checks under an express written allocation with us.

During the tenancy, fund authorised work, meet applicable repair and fitness duties, consider pet requests under the proper process, and use the lawful rent-review and possession procedures, including the letting restriction that follows the moving-in and sale grounds (Section 69). Do not assume that an agency appointment transfers every statutory responsibility away from you.

Registration, landlord redress, Awaab's Law and the reformed Decent Homes Standard take effect only as the relevant requirements are commenced and apply. Sections 21, 46 and 77 distinguish current law from future implementation. Our included tracking and assistance do not substitute for a step reserved to the landlord.

Maintain the relevant insurance, tax and data-protection arrangements. Tell us promptly of changes affecting the property, your authority or ability to fund work. We remain accountable for the work we undertake.

14 Tenancies licences and legal occupation

A tenancy gives a legal right to occupy on the agreed terms; it does not transfer the landlord's freehold. A licence is permission to occupy without the same estate in land. The substance of the arrangement, including exclusive possession and the circumstances of a resident landlord, determines its legal character; a document's label is not conclusive.

An assured periodic tenant cannot assume a general right to assign, sublet or part with possession without the required landlord consent. The actual tenancy, Housing Act 1988 rules and any valid agreement must be checked. A long lease is different from the ordinary residential tenancies managed under these terms.

A resident-landlord arrangement is not automatically a licence, nor does the word lodger remove every legal protection. We identify whether accommodation is shared, the landlord's residence and the applicable tenancy or licence and notice rules before letting. Company lets and other non-assured arrangements need the appropriate separate documents.

15 The tenancy agreement and reform scope

From 1 May 2026, the new assured periodic rules apply to private assured tenancies within the reforms' scope, subject to statutory savings and transitional provisions. Social-housing assured tenancies were not included in that commencement step. Company lets and qualifying excluded arrangements do not become assured tenancies merely because this document describes the ordinary private regime.

An ordinary tenancy in that regime is periodic rather than a new fixed-term AST. A tenant's normal notice is explained in Section 68; rent increases in Section 41; landlord possession in Section 69. Saved possession cases must be checked separately before using an older notice or procedure. Do not reuse historic AST wording as though every clause still has effect.

We prepare the appropriate Goodlord tenancy documents, identify the parties, rent, period, start, deposit, supplied items, property-specific conditions and statutory written information, and arrange

execution under the authority actually granted. The landlord's agency agreement and the tenant's tenancy agreement are different contracts.

Authority to agree or sign a tenancy comes from the written appointment or a separate valid instruction. Under clauses 3.7 and 3.8 of Standard Landlord Terms 1.5, we must first hold written approval of the applicant, rent, start date, deposit and tenancy type. A material change requires fresh approval. We comply with execution formalities and record the action. This authority ends with the appointment or when withdrawn; repair authority cannot grant a tenancy. An older appointment must be checked on its own terms.

Read the actual tenancy and documents supplied before signing. Ask us to resolve a discrepancy. Statutory rights prevail over a term that unlawfully restricts them; other conflicts require review of the relevant documents rather than a blanket claim that whichever text seems most favourable always wins.

16 Living with other tenants

Housemates may agree practical arrangements for shared bills, cleaning, visitors, food, household supplies, privacy and noise. Keep a copy of any agreement and discuss concerns early. That private arrangement does not change the landlord's tenancy, release a joint tenant, allocate statutory liability differently or create an additional agency fee.

Where the tenancy creates joint and several liability, each tenant may be responsible for the whole rent and relevant obligations, not only a private share. A departing sharer needs the correct notice or release documents; see Section 68.7. Contact an advice service about a serious dispute, threats or abuse. We address property, safety and tenancy issues within our role; we do not decide every private disagreement between housemates.

17 Required written tenancy information

Which documents a tenant must be given depends on the tenancy. For an assured tenancy agreed on or after 1 May 2026, the tenant must be given written information about its key terms before signing or agreeing it; this can be part of the tenancy agreement. For a new tenancy we arrange, we provide that information at that stage.

For a private assured tenancy entered into before 1 May 2026 that continues into the reformed regime, the transitional document depends on its record of terms. Where those terms are wholly or partly recorded in writing, the government's 'Renters' Rights Act Information Sheet 2026' was generally due by 31 May 2026. For a wholly oral tenancy, the prescribed written information about its key terms was generally due by that date instead. The saved-case rules below may give a different deadline. A tenancy that ended before the relevant delivery duty arose does not acquire a new duty under this summary; ending a tenancy after a duty arose does not erase an earlier breach.

Different transitional rules apply to certain valid possession notices served before 1 May 2026. Where a tenancy subsequently becomes assured periodic because the saved notice ceases to be valid or proceedings conclude without possession being granted, the Information Sheet deadline generally runs for one month from the relevant transition. Check the actual notice, proceedings and statutory saving before applying the deadline.

For managed tenancies we arrange the information delivery allocated to us. When the Information Sheet applies, every tenant named on the tenancy agreement must be given the official PDF itself, printed or attached to an email or text message, not a link. A Chinese translation alone does not replace the prescribed document. We keep a record of each document given: the document and its version, who received it, the date, how it was given and the evidence of delivery. Late or missing service needs prompt correction and assessment of any enforcement risk; it does not itself end the tenancy.

This ETC is not the prescribed statement merely because it discusses the same topics. For a retired unmanaged instruction, identify who undertook service rather than assuming the landlord's original duty disappeared. Any separately requested additional work requires the applicable agreed charge.

18 Preparing the property for marketing

We agree a realistic asking rent and a marketing plan based on the property, condition and market evidence. The home should be safe, clean, presentable and accurately described, allowing for reasonable wear. We check the applicable permissions, licensing and marketing-stage documents before advertising.

We may recommend refreshing decoration every three to five years, or cleaning carpets and window coverings when needed. Those are condition-based recommendations, not automatic statutory intervals or tenant charges. Work must be authorised and funded under the relevant arrangements.

A future database registration or advertising duty applies only when the final law is commenced for the relevant activity and area; Section 21 explains its status. We keep a property file now, but do not describe a not-yet-operative registration as a current legal bar to marketing. Any stricter agreed agency readiness condition is identified separately.

19 Photographs and marketing materials

We arrange the included professional photographs, 360-degree tour and floorplan described in Section 8. The home and furniture must be reasonably clean, decluttered and suitable for the agreed shoot. At an occupied home we agree access and respect privacy; personal information and possessions need appropriate consideration before publication.

If the condition prevents a useful shoot, we explain what is needed and provide any cleaning or preparation quotation for approval. We can arrange the shoot after the occupier leaves where appropriate. Failure to meet a marketing standard is discussed under the agreed service and notice provisions, not treated as an unrestricted immediate-termination power.

Non-branded digital files and usage rights requested separately follow Appendix A. Ordinary marketing and included updates are not charged again under that entry.

20 Local property licensing

Licensing depends on the address, occupation and council's current designation. Mandatory HMO licensing generally covers HMOs occupied by at least five people in two or more households, subject to statutory exceptions. An additional-licensing designation defines which other HMOs it covers. Selective licensing applies to non-exempt privately rented homes within the designated area. Not every three-person home requires the same licence, and selective licensing is not universal across London.

Households are assessed under the Housing Act 2004. A couple living together may form one household; unmarried partners are not automatically separate households. We check the proposed use, numbers and relationships against the relevant scheme and licence conditions.

The landlord provides accurate occupation and ownership information and cooperates with the application and conditions. We check the address and scheme and agree any application service. Our onboarding requirement is evidence of an applicable licence or valid application before marketing; that agency condition must be distinguished from the exact statutory rules and any exception.

Full Management includes Kamma-supported monitoring to help track licensing requirements and flag relevant changes, without a separate monitoring charge. This supports the property-specific checks, applications and compliance work; it does not replace them or remove any duty that applies to the landlord, HWJ, the licence holder or the manager.

For overseas landlords, we routinely agree to be named as proposed licence holder or manager where appropriate. The role is agreed with you in writing for each property, subject to the council's requirements and decision. The record identifies the role accepted and responsibility for applications, licence conditions, changes and handover. Where appointed, we carry out the duties the law and licence place on us. Ending management does not by itself end the licence or those duties; any necessary council changes must be arranged lawfully.

Appendix A sets the amount for the selective/additional application service at £95 including VAT. What it includes and how it is charged are confirmed in writing before you instruct it. Council fees are separate. Mandatory HMO, bespoke licensing or an additional floorplan or consultation outside the included service needs a written quote agreed before work. This is not permission to charge twice for an included marketing floorplan.

The national landlord/property database is a separate future registration system; it does not replace local licensing.

21 The landlord and property database

Status checked 30 October 2026: the government has announced a regional rollout of the Register your rental property service from 15 December 2026. The registration regulations located at this check remain a draft affirmative instrument, not a verified made registration duty already operating for London.

The published plan gives London a window from 15 July to 14 October 2027 and describes a £65 annual property fee. These are announced/draft arrangements until the final made regulations and commencement are confirmed. The initial occupied-property registration and later public-register/advertising requirements are separate stages; do not treat all advertising restrictions as already switched on.

Tracking relevant commencement, telling the landlord when the applicable window opens, helping with permitted entries and tracking renewals are included in Full Management. Once the service and rules allow it, we perform any permitted submission or update allocated to us by the instruction. We identify any step reserved to the landlord and any statutory payment separately; no new HWJ registration-assistance fee is created here.

We keep evidence of the applicable requirement, entries, authority and renewal dates. Once the rules require a property to be registered before it is let, we do not let it until the required landlord and property entries are confirmed. We tell the landlord within five working days of becoming aware that a required entry has lapsed and explain the action and any restriction on affected activity. We do not promise that we can submit or renew an entry if the law, service or landlord's authority does not permit it.

22 Advertised rent and the bidding prohibition

For lettings within the statutory prohibition, we advertise a fixed asking rent and do not invite, encourage or accept an offer above it. A best-and-final bidding round cannot be used to obtain a higher rent. We explain the proposed rent and lawful application criteria before a holding deposit is taken.

Our order-of-application process in Section 29 is a company allocation policy, not a statutory rule requiring every landlord to accept the first applicant. Affordability, references, property suitability and lawful landlord approval remain relevant. We do not change the rent or add an impermissible payment to evade the bidding restriction. To raise a concern about a possible breach, use our complaints process in Section 76; Section 75 explains statutory enforcement.

23 When rent may be requested and paid

This summary concerns private assured periodic tenancies within the rent-in-advance rules introduced on 1 May 2026. Check earlier agreements, earlier payments and statutory exceptions separately.

(a) Before all required parties have signed the tenancy agreement: a landlord or letting agent must not ask for, encourage or accept any payment of rent, even if the applicant offers it. A holding deposit (up to one week's rent) and a tenancy deposit are not rent and follow their own rules.

(b) After all required parties have signed and before the tenancy starts, the landlord may require no more than the permitted initial rent: for rent payable monthly, the first month's rent; for rent payable more frequently than monthly, rent covering no more than the first 28 days. With the applicant's agreement, the holding deposit can be put towards that first payment of rent. Our own practice is stricter than the law: we do not accept more rent than this before the tenancy starts, even if it is offered.

(c) After the tenancy starts: rent is due on the dates the tenancy agreement sets, and a term making rent due before the period it covers has no effect. A tenant may choose to pay rent early, but it cannot be required and we do not ask for it.

We do not relabel a prohibited advance payment as consideration, security, an affordability remedy or a compulsory voluntary payment. Section 26.3 sets out the signing and payment sequence. A suitable guarantor may be considered on the lawful terms in Section 26.9. Saved pre-commencement cases and other tenancy types require separate assessment; the ordinary rule is not a universal statement about every form of occupation.

Refunds of rent for a period after a tenancy ends are addressed in Section 24.

24 Refunds of rent paid for a later period

If rent has been paid for a period after the tenancy lawfully ends, contact us so that we can reconcile the account and arrange any refund due under the applicable law and tenancy. We confirm the period, calculation, person responsible for payment and payment date in writing. A valid notice is not extended merely to consume a rent balance.

We deal with money held by us under our client-money duties and the actual agreement; we do not disclaim our role simply by saying every refund belongs solely to the landlord. We use a secure agreed payment route. Absence of a UK bank account does not remove a statutory repayment right or extend its deadline.

A genuine rent refund also carries the corresponding management-fee adjustment in Section 9.2. A disputed chargeback or compensation claim needs its own factual and legal assessment; no automatic new agency charge is created by this section.

25 Fair selection and discrimination

We assess applicants consistently using lawful affordability, references and property-suitability criteria. We do not refuse, treat an applicant less favourably or impose different terms because they have children or receive benefits where the statutory prohibition applies. Income is assessed on its relevant merits rather than rejecting a lawful source by label.

Within the statutory regime, tenancy terms prohibiting benefits claimants, or prohibiting or restricting children living at or visiting the home, are ineffective unless a statutory exception applies. Any claimed exception must be checked individually, including the limited protection for qualifying insurance contracts made before 1 May 2026 that have not subsequently ended or renewed.

The Equality Act 2010 also protects against unlawful discrimination, harassment and victimisation. The protections depend on the activity: its premises provisions do not include age or marriage and civil partnership. Our company policy is fair and respectful treatment and reasonable adjustments where required; this distinction does not narrow that policy.

A lawful occupancy limit, licence condition or genuine property restriction needs an individual assessment and explanation. It is not a shortcut to a blanket discriminatory rule. Tell us if you need an adjustment to viewing, documents, verification, access or communication. You can raise a concern

about unfair treatment through our complaints process in Section 76; council enforcement and court remedies are separate routes.

26 Applications referencing and identity checks

Before taking a holding deposit, we explain the referencing and affordability criteria, their calculation, and whether income is assessed individually or for the household. Our usual guide is qualifying annual income of 30 times monthly rent for tenants and 36 times monthly rent for a guarantor; these are assessment criteria, not statutory income thresholds. The property-specific application information identifies the actual requirement and suitable alternatives. We consider lawful income sources consistently (Section 25).

Referencing usually takes two to five working days; joint, incomplete or complex applications may take longer. We monitor progress and follow up with the provider where needed. Supply accurate information promptly and tell us about a delay. A reference outcome is not a guarantee of acceptance and does not alone establish a right to retain the holding deposit.

26.1 Right to Rent checks: lawful routes

Before a tenancy is agreed, every adult who will live in the home as their only or main home needs a Right to Rent check by a route the Home Office allows. Someone arranging a tenancy from outside the UK can agree it in principle first; the check must still be completed at the proper time before they move in. For an occupation within the scheme, we check every such adult, including an occupier not named as a tenant. The written landlord appointment expressly allocates initial and follow-up checks, the records of them and any required Home Office report to us where we undertake them. A different allocation must be recorded, not assumed.

We use the Home Office requirements in force when the check is made. The route depends on the person’s nationality and immigration status, and sometimes on their choice:

- Online check: the person gives a right to rent share code and their date of birth, and the photo on the Home Office record is compared with them. Anyone who holds only an eVisa must use this route.
- Manual document check: original documents from the Home Office lists are checked in the person’s presence, in person or by live video call. The original documents must be in our possession before the check, and copies are kept. Where the Home Office lists allow it, an original document can be a version issued digitally by the official source; we take reasonable steps to check that it came from that source.
- Digital identity check: a Right to Rent digital verification service provider on the government’s register can check, for example, a British or Irish passport, and the result must be matched to the person.
- Landlord Checking Service: in the circumstances the Home Office sets, for example where its online service cannot confirm the person’s right to rent because their application or status needs Home Office verification, the Home Office confirms it. An online check that cannot be completed does not by itself mean the Landlord Checking Service applies; we follow the Home Office guidance for the person’s circumstances.

A live video call can be used to compare a person with their photo, but a video image of documents alone is not a complete check. Using a digital provider is optional: anyone who prefers not to, or cannot, is offered another lawful route. An identity check done for referencing counts as a Right to Rent check only if it meets the Home Office requirements. A physical biometric residence permit is not itself accepted evidence for a manual check. A British passport is not the only possible lawful route.

We apply checks fairly, explain alternatives and arrange required follow-up before the statutory excuse expires. A document's expiry date is not automatically the follow-up deadline. Once an unlimited right has been established, no routine repeat check is required on that basis. We keep the Right to Rent evidence and the date of each check securely for the whole tenancy and for at least one year after it

ends, and then destroy it securely, unless a documented legal hold requires us to keep it longer. If, while we are responsible for the checks, a follow-up check shows that an occupier no longer has the right to rent, or an occupier does not co-operate with one, we report to the Home Office as soon as reasonably practicable and before the statutory excuse expires, tell the landlord at the same time and keep the report's reference number.

26.2 Criteria and information

We explain the property, proposed terms, requested information, holding-deposit deadline and permitted payments before commitment. Tell us about inaccurate data or a need for help. A person reviews a disputed or materially adverse outcome where appropriate; an automated platform label does not remove legal rights.

26.3 The signing and payment sequence

We record the offer; invite the permitted holding deposit from one applicant household; obtain references and checks; resolve the terms; arrange all required signatures; and only then request the permitted initial rent. We confirm cleared required move-in funds and the agreed handover. A platform screen must follow that sequence rather than asking for or taking rent before the landlord or authorised agent has also signed.

Once a tenancy agreement has become binding, we do not treat it as an offer the landlord may withdraw at will. Outstanding payments are dealt with under the applicable agreement and law. Possession and key release follow Sections 26.7 and 37.

26.4 Holding deposits and delays

Section 27 governs the deadline and any lawful retention. We agree an extension in writing where appropriate. An internal reference window is not a replacement for the statutory deadline or a new ground to retain a payment.

26.5 Authority and final documents

We verify the parties, occupants, agreed terms and authority before finalising the tenancy. Signing authority follows Section 15 and the actual written appointment. A routine repair permission or a platform invitation is not a general execution mandate.

Which documents a tenant must be given depends on the tenancy. For an assured tenancy agreed on or after 1 May 2026, the tenant must be given written information about its key terms before signing or agreeing it; this can be part of the tenancy agreement. Section 17 explains the required written tenancy information and the record we keep of its delivery.

26.6 Timing and refunds

Provide information promptly and tell us if a reference will take longer. We explain the next step and relevant deadline. Any required refund is made within its legal period through a secure agreed method; a UK-only account condition does not override that right.

26.7 Move-in requirements

We arrange completion of the applicable checks, signing and lawful initial payments before the agreed possession date. We explain any outstanding requirement promptly. An optional alarm acknowledgment is not a condition of key release. Missing an appointment does not automatically postpone an existing right to possession. Any proposed delay or refusal must be escalated for review of the actual agreement and lawful basis; an unpaid or disputed amount does not by itself authorise exclusion from a tenancy already in effect.

We do not impose a prohibited payment or withdraw a refund right by describing it as a check-in condition. A completed lawful online or digital check does not create an automatic requirement to bring an original passport to check-in. We tell you if further evidence is needed.

At check-in, tenants receive the smoke and carbon monoxide alarm information, and at least one tenant is asked to sign the alarm acknowledgment (Section 45). Signing records receipt of this information and identifies only the alarm tests you actually witnessed. It does not certify the landlord's legal compliance or transfer the landlord's duties. Signing this alarm acknowledgment is optional and is not a condition of releasing the keys.

26.8 Digital identity and data

We explain the available lawful checking routes and provide help if an applicant cannot use an online route. Any biometric option needs its own privacy information and applicable data-protection conditions. We do not claim that every applicant must submit facial-recognition data where another permitted route is available.

26.9 Guarantors and optional products

A landlord may ask for a suitable guarantor. A suitable personal guarantor may be offered. A professional guarantor service is an optional alternative; we do not require you to buy Goodlord Guarantor or another paid service. If you choose a professional service, its current eligibility rules, total price, duration, limits and separate terms must be supplied before you decide. We consider suitable alternatives against the applicable criteria. For a professional service, we also identify its actual current provider and provide its cancellation, claims and remuneration information before you decide. A generic flyer is not an individual guarantee.

For an individual guarantor entering a relevant guarantee on or after 1 May 2026, the statutory limits following a tenant's death depend on sole or joint tenancy and the relevant family relationship. A company guarantee is not automatically treated in the same way. Read the actual guarantee and obtain advice where necessary.

26.10 Permitted pre-tenancy payments

The holding deposit and tenancy deposit must remain within their caps. After all required parties have signed and before the tenancy starts, the landlord may require no more than the permitted initial rent: for rent payable monthly, the first month's rent; for rent payable more frequently than monthly, rent covering no more than the first 28 days. Our own practice is stricter than the law: we do not accept more rent than this before the tenancy starts, even if it is offered. Multiple months' rent, for example 6 or 12 months, cannot be required. We do not require extra rent or a paid guarantor to bypass that restriction (Section 26.9). Section 23 explains these rules and their scope. The actual lawful initial amounts are confirmed before signing; no application or referencing fee is payable by a tenant merely because we use a platform.

26.11 Identity sanctions and anti-money laundering

We verify identity, authority and relevant ownership and apply the UK sanctions duties that cover the work. The reporting obligations on letting agents from 14 May 2025 are distinct from the Money Laundering Regulations threshold. A possible name match is checked to establish identity, designation and any ownership or control restriction; it is not an automatic confirmed match.

We pause affected dealings while investigating. Where sanctions apply, we freeze or refrain from dealing with affected funds and report as required, proceeding only where lawful, including under a relevant licence. HWJ cannot grant an OFSI licence. We identify an appropriate lawful basis and give the required privacy information for screening rather than assuming one basis covers every activity.

HMRC supervises qualifying letting-agency business under the Money Laundering Regulations 2017. From 30 June 2026, their letting threshold is a tenancy of at least one month with rent which during at least part of the term is equivalent to £10,000 or more a month. This replaced the previous €10,000 threshold. Below that threshold, sanctions, fraud prevention and other applicable duties do not disappear. A politically exposed person requires the applicable risk assessment and legal treatment;

PEP status is not itself a sanctions designation or proof of wrongdoing. Any separate agency acceptance condition must be identified as company policy, not an automatic statutory ban.

26.12 Referencing information and human review

The selected referencing service may check identification, credit history, income and previous residence using its actual current methods. We explain a relevant condition, investigate a disputed result and do not promise that a product tier or fraud database will remove every risk. Where a referencing requirement is not met, the options may include a suitable personal guarantor, or a professional guarantor service if the applicant chooses one (Section 26.9). A provider's operational rule is not a blanket legal prohibition on human review or a data request.

An applicant can ask us for personal data we hold about their application. We handle requests for which we are responsible and explain a lawful restriction. Goodlord may separately hold information as a controller; we can help contact it. Data-protection law does not impose a universal ban on showing an applicant their own referencing data. Landlord disclosure must likewise be necessary, lawful and secure.

27 Holding deposits

A holding deposit reserves the property while the parties work towards a tenancy. The total for the property is no more than one week’s rent, which is the annual rent divided by 52, rounded down to the penny. We invite one applicant household at a time and take no second holding deposit for the same proposed tenancy. We identify the property, payer, amount, receipt date and deadline before taking it.

The normal deadline for agreement is the fifteenth day beginning with the receipt day, counting that day as day one. A different deadline may be agreed in writing. It is not an unchangeable 15-day requirement to complete every check or pay rent before signing.

We refund within seven days of the relevant agreement, landlord decision not to proceed or expiry of the deadline, as Schedule 2 to the Tenant Fees Act 2019 requires. With the payer's consent after the tenancy is agreed, the deposit may instead be applied to rent or the tenancy deposit. We do not automatically credit it without that consent.

Retention is possible only on a statutory ground with all its conditions and exceptions: withdrawal; a qualifying Right to Rent failure; materially false or misleading information affecting suitability; or failure to take all reasonable steps while the landlord or agent has taken theirs. Knowledge, conduct making it unreasonable to expect the applicant to proceed, and the other statutory safeguards matter. A failed reference, missed administrative target or generic non-refundable label is not enough.

If retaining it, we give the required written reasons within the seven-day period applicable to that ground. Otherwise we repay it. Lawfully retained money goes to the landlord in full; HWJ keeps no holding-deposit fee. Missing a deadline does not authorise a second deposit while the first remains unlawfully held. A required refund is not delayed because the payer lacks a UK bank account.

28 An accepted offer

An offer is subject to the agreed checks and final tenancy, but the parties must still observe binding promises, holding-deposit rules and consumer rights. We work towards agreement by the deadline in Section 27 and agree an extension in writing if appropriate. We do not describe a reference deadline as a legal requirement to accept a prohibited payment.

If the landlord decides not to proceed before a tenancy agreement has become binding, we explain the position and return money where required. Section 26.3 explains the position once a tenancy agreement has become binding. If the applicant withdraws or another retention ground is claimed, Section 27 applies. A retained holding deposit is paid to the landlord in full and is not HWJ's fee.

29 More than one acceptable application

We record acceptable applications in the order received and do not run a bidding round. We invite only one applicant household at a time to pay a holding deposit for a property. We do not accept another while the first remains held unless the first has been repaid or may lawfully be retained.

The appropriate checks and lawful landlord approval still apply. Our order-of-application policy does not promise that a person who fails the criteria must be granted a tenancy, or suggest that several households should pay competing deposits to secure a place in a queue.

30 Condition and agreed promises at letting

The property is offered in the condition and with the items accurately described and agreed, subject to any promised work. Record agreed items, removals and repairs in writing before commitment to reduce disputes. That request does not remove a right arising from an oral promise, advertisement, statutory duty or other binding representation.

The landlord remains responsible for applicable repair, fitness and safety obligations. The phrase as seen does not waive them or excuse a misleading description. Cosmetic upgrades are not automatically included, but a specific promise or legal need may require work. Ask us to confirm any feature important to the decision before applying.

31 Furnished and unfurnished homes

Fully furnished, part-furnished and unfurnished describe what is supplied. Record the agreed items in the inventory and tenancy documents. The description alone does not determine tenancy rights or tax treatment. Ask about a specific item.

Supplied furniture and appliances must meet applicable safety requirements. An inventory visit is not a specialist electrical or gas test. We remain responsible for accurate statements and reasonable care in the service we undertake; no general no-warranty sentence removes a statutory duty or a binding promise.

32 Promised items deliveries and special requirements

We record what the landlord has agreed to supply, its specification, timing and who buys, receives and assembles it. Essential agreed items and equipment needed for a safe and habitable home must be ready at the agreed start. Our readiness standard includes working cooking facilities, refrigeration, heating, beds where promised, required alarms and hot water; these are not all described as universal statutory equipment duties for every letting.

For non-essential additional agreed items, the landlord uses reasonable endeavours to provide them within 28 days of check-in unless an earlier date was agreed. We notify the tenant promptly of a delay and assist with the applicable obligation. A later target does not excuse withholding an essential item or remove a remedy for an unmet promise.

32.1 Who buys and pays

We or the landlord normally buy directly under the agreed authority. A tenant is not required to shop for or finance the landlord's items. A genuinely voluntary purchasing arrangement must identify the total budget, delivery, installation, assembly, removal and reimbursement process before purchase. It does not reduce an existing agreed reimbursement right. Under an existing arrangement promising reimbursement within 28 days after the required evidence is supplied and verified, that undertaking remains.

The receipt and photograph of the installed item are kept with the property record and inventory evidence. Explain and agree a proposed excess before spending; do not assume an unapproved purchase will be reimbursed. This does not remove a legally due remedy.

32.2 Assembly and delivery

We agree whether an item is assembled and who will assemble it. Flat-pack delivery does not automatically require a tenant to provide skilled or unsafe labour or buy an assembly service. We agree a workable delivery window and receipt arrangement, with lawful access and reasonable adjustments where needed. A supplier may offer a broad window; we do not make a tenant's purchase of an exact-time service a condition of receiving a landlord repair or promised item.

Inspect what can reasonably be checked and report damage or a discrepancy promptly, preferably within 48 hours with photographs. Silence or acceptance of delivery is not conclusive proof of perfect condition and does not waive statutory rights.

32.3 Missed deliveries and charges

Tell us promptly if access or receipt is no longer possible. A supplier cancellation or redelivery charge is assessed under the authorised booking and actual cause. HWJ does not add a fixed no-show charge. Section 58 explains supplier net costs; a tenant is not automatically liable because the landlord received an invoice.

32.4 Damages and the tenant-fees rules

A genuine damages claim requires a valid obligation, breach, causation, reasonable actual loss and steps to limit that loss. Agreement or a scheme/court decision is needed for a disputed deposit deduction. Calling a charge damages, writing it into an email or claiming it from a deposit does not make a prohibited payment lawful. There is no automatic deposit workaround for a fee the Tenant Fees Act prohibits.

33 Requests to keep a pet

For an assured tenancy within the statutory regime, the tenant can request permission for a pet and the landlord must consider it reasonably and not refuse it unreasonably. Send the request to lettings@harveywjames.com or the property manager with relevant details of the pet, proposed care and property. We acknowledge within two working days, pass it to the landlord, diary the deadline and follow up if needed. We keep a dated record of the request, the landlord's response and the reasons given.

The landlord's written response is normally due within 28 days. The law permits only its specified further-information, superior-consent or agreed-date extensions. Where more than one applies, the latest deadline governs; the periods are not simply added together. We take reasonable steps to seek required superior consent and explain its outcome.

We assess the actual pet, home, other occupiers and care arrangements. A superior-lease prohibition can be a reasonable ground for refusal. Where the lease requires superior consent, the landlord takes reasonable steps to obtain it; refusal can be reasonable if that consent is not given. Other reasons, such as space, allergies or care arrangements, require an individual assessment and explanation. Assistance animals and reasonable adjustments need separate assessment.

We explain the evidence and reasons. A general dislike of pets is not, by itself, a reasonable ground for refusal.

No separate pet deposit or compulsory pet-insurance purchase is created. Any damage claim needs its normal lawful basis and evidence. A tenant who considers refusal unreasonable may seek advice about the current court remedy and complain about our service. A future landlord ombudsman is not an available compulsory route before its membership duty and complaint service apply.

34 Keys security and collection

Provide working keys and access information needed for agreed management, including the tenant handover and a management set, and keep your own working set. Tell us about access restrictions and changes to locks or codes. We record key custody and use an identification system intended to avoid displaying the property address on a key tag; no system is a guarantee that loss can cause no security risk.

We use keys only for an authorised purpose and lawful access. Landlord duplication, posting and separately agreed collection or delivery follow the Fee Schedule. We arrange the return or safe transfer of keys on handover. We hold uncollected keys securely and have no authority to dispose of them. Key release at the start of a tenancy follows Section 26.7.

Office key collection is normally Monday to Friday 9 am to 7 pm and Saturday 10 am to 5 pm; closed Sundays and bank holidays. The agreed tenancy handover and a separately agreed KeyNest point may have different arrangements. We confirm the point, date, identification and code securely rather than guaranteeing every location is always open.

Record the supplied sets and devices before move-in. Tell us about a missing key, failed lock or security issue promptly. For a lost key or security device within the Tenant Fees Act 2019, only reasonable permitted replacement costs supported by written evidence may be required under a valid tenancy term. Necessary lock replacement must be justified. We make no charge for our own time in replacing a lost key. The landlord's fixed key-service prices in Appendix A are not automatic tenant lost-key charges. Section 42 explains the permitted lost-key payment.

If you need more key sets than are supplied, say so when you make your offer so the landlord can consider it. We do not sell additional key sets to tenants. We explain the arrangements and expected timing for replacement keys and any lawful evidenced cost. Responsibility for a delay or loss depends on its cause, the applicable agreement and the law. We do not exclude liability or remedies that cannot lawfully be excluded. When replacement keys are ready, we tell you and arrange collection from our office or another agreed point.

For a lockout not caused by a lost key, agree any independent locksmith service and price directly where appropriate. Responsibility depends on cause, the tenancy and law; a landlord repair or our negligence is not automatically the tenant's cost. No broad disclaimer removes responsibility for a failure in our own service.

34.1 Managed access and KeyNest

An empty property's keys may be collected through the agreed authorised route. At an occupied home, key possession, a concierge or a KeyNest code does not remove the need for lawful access and the arrangements in Section 5.

For an occupied home, normally the tenant or an adult aged 18 or over whom they name in writing is present throughout. A retained key, concierge, key box or notice alone does not authorise entry. Exceptional unattended access requires Harvey’s specific approval, clear occupier permission and a recorded lawful arrangement. We log key collection and return and secure the home afterwards. If access cannot be agreed, we rearrange, record attempts and follow up; a paid waiting visit is not a condition of a necessary repair. Emergency entry must have its own lawful basis and be limited to what is necessary under Sections 5 and 48.

35 Inventory inspections and check out

The inventory records supplied items and condition. Check it and send corrections, preferably with dated photographs, within seven working days of check-in. We keep it as our initial record and consider later evidence too. Silence does not conclusively accept every entry or waive rights. A report is not agreement to pay for fair wear and tear or an automatic deposit deduction.

35.1 Independent reports

Where an independent inventory or check-out service is commissioned, we identify the provider, scope, landlord price and appointment arrangements. Professional membership is not a guarantee that every report is error-free or binding on a dispute decision. Raise an inaccuracy promptly so the evidence can be reviewed.

35.2 Requested routine condition inspections

We will send you a message, normally every six months, to recommend a routine condition inspection. You decide whether to request one; we do not book a routine inspection automatically.

The annual routine condition inspection costs £60 including VAT, on request. We send free reminders, normally every six months. A reminder, declining it or not replying does not authorise a booking or a charge. The price of any further routine visit in the same year is not set yet, and nothing is charged for one unless we agree its price with you in writing first. An inspection actually included in your accepted offer is honoured on that offer's terms, including any limit on how often or for how long it is included. An inspection included only for a set period is not included after that period ends.

We will arrange access with the tenant and provide your inspection report within 14 days of the visit.

This choice concerns routine condition inspections. It does not change the separate arrangements for required safety checks, repairs or inspections required by law or an applicable licence.

We give the tenant appropriate notice and agree lawful access for an inspection. The request does not authorise excessive visits or entry by force. The tenant may discuss a suitable time, alternative presence arrangement or reasonable adjustment.

35.3 Check out

We arrange the agreed check-out appointment and explain key return, photographs, readings and the proposed process. Where an independent check-out report is commissioned, we provide it within five days of the inspection, subject to the access required to produce it. Appendix A states the landlord report charge. The report compares evidence; it does not by itself decide liability. Deposit negotiation, agreed repayment and any disputed submission follow Section 72.

36 Appliance and household instructions

We make available the appliance, heating, ventilation, alarm and other household information held for the property and explain how to report missing or unclear instructions. Tell us if equipment is faulty or cannot be used safely. A manual is guidance for safe operation, not permission to perform a landlord repair or specialist work.

We do not charge a tenant for simply asking how the supplied home works or for a required repair. A claim for damage caused by a breach needs its own evidence and lawful basis; misunderstanding is not automatically a call-out fee or deposit deduction.

37 Move in and move out records

Before move-in, confirm the signed terms, required cleared funds, agreed readiness, key handover, supplied items, inventory and safety information. We normally arrange accompanied check-in Monday to Saturday between noon and 4 pm, not Sundays or bank holidays. The usual appointment is up to 30 minutes with a 15-minute late-arrival wait. Tell us promptly about a problem so a workable arrangement can be agreed. No rent is charged for a day on which the property is not made available for occupation.

At move-in and move-out, record available meter readings and condition with dated photographs, and keep copies of important communications. Before leaving, give a forwarding contact, agree lawful

check-out access and return the relevant keys and devices. A check-out booking or return of keys alone is not always a valid notice ending the tenancy; Section 68 applies.

38 Rent and payment records

The tenancy states the lawful rent and due dates. Pay through the verified method and use the requested reference so receipts can be matched. We record the rent period and any lawful adjustment on the account. If payment will be difficult, contact us early; a discussion does not itself change the due date.

For the ordinary reformed private assured tenancy, rent increases use Section 41 and a tenant's notice follows Section 68. A periodic tenancy does not need an annual renewal or a new fee to continue. Company lets, saved cases and other occupation types need the appropriate separate assessment.

The rent-in-advance rules are in Section 23. Do not confuse a prohibited request before signing with a tenant choosing to pay early during an existing tenancy. Check any changed bank details through our published phone number before sending money. Report a payment error promptly; liability depends on the facts and applicable law, not an automatic disclaimer.

39 Tenancy deposits and deposit alternatives

The offer identifies the actual deposit. For a tenancy covered by the Tenant Fees Act, the refundable tenancy-deposit cap is five weeks' rent where annual rent is below £50,000 and six weeks where annual rent is £50,000 or more. The agreed amount may be lower. A holding deposit is separately governed by Section 27.

Where protection is required, we arrange the deposit protection and prescribed information within 30 days of receipt, not 30 days after move-in. Early receipt does not postpone that deadline. The deposit documents identify the approved scheme, reference and whether the protection is custodial or insured. We use the recorded arrangement's current protection, information, repayment and dispute requirements.

New and legacy deposits may use different identified arrangements, including TDS and relevant DPS legacy protection. We do not describe all money as held by HWJ if the actual protection is custodial. A change of managing agent does not itself end a tenancy or require repayment; we arrange a compliant transfer of administration and continued protection.

The deposit secures valid tenancy liabilities, not an automatic charge for every service in a landlord tariff. At the end, Section 72 governs evidence, agreed and undisputed repayment and disputes. We do not impose a separate pet deposit above the cap.

39.1 Optional deposit alternatives

Reposit is the only deposit alternative we currently offer. It is not a government-approved cash tenancy-deposit protection scheme.

Reposit is an optional alternative to a cash tenancy deposit. You may choose a permitted cash deposit instead. Its fee is not a refundable tenancy deposit and does not pay your end-of-tenancy liabilities. The selected product’s price, continuing fees, protection limits, eligibility and dispute terms must be supplied before you choose it. A landlord-protection limit is not automatically a limit on your liability.

If we offer another alternative in future, we will explain its fees and refundability, provider, eligibility, liability, claims, dispute and cancellation terms before you choose it. A permitted cash-deposit option remains available. We do not require purchase of a prohibited service. A generic website summary does not replace the accepted product agreement.

40 Rent protection and legal expenses

The instruction and accepted product documents identify any rent-protection service selected for the property. The actual policyholder may be HWJ under a master arrangement rather than the landlord. Before a purchase or selection, we explain the provider, our role, price or included benefit, policy version, eligibility, limits, excess, exclusions, deadlines, cancellation and claim procedure. We also disclose relevant remuneration under that arrangement.

An accepted included benefit remains subject to its agreed terms; this edition does not cancel it or substitute a newer policy. Where a product is offered on request, it is optional and subject to the provider's acceptance. We do not promise universal cover, nil excess, every rent level, 100% payment or no cap using conflicting generic illustrations.

Ordinary administration of a selected Full Management claim is included. Specialist advice, representation, a court fee or separately agreed attendance follows the actual product and Appendix A, without duplicate charges. A payment reversal, unreferenced occupier, late notification or change of tenancy must be checked against the actual cover rather than assumed insured.

40.1 Reporting a possible claim

Tell us immediately about unpaid rent or another event that may require notification. We check the accepted policy's deadline, preserve the records, submit the information allocated to us and update the landlord. Do not wait for a generic 31-, 45- or 90-day estimate if the actual policy requires an earlier report. The insurer or service decision-maker determines cover under its terms; we remain responsible for reasonable care in the administration we undertake.

41 Rent reviews and the section 13 process under the Housing Act 1988

For an ordinary assured periodic tenancy within the current private-sector regime, an increase uses the statutory route under section 13 of the Housing Act 1988 and the current Form 4A. It is normally permitted no more than once a year, requires at least two months' notice, must start at the beginning of a tenancy period and must meet the first-year and any other applicable restrictions. An informal renewal or rent-review clause is not an alternative route to impose the increase. Form 4A is not used for a tenancy that is not an assured tenancy, such as a company let, or for an assured agricultural occupancy, which has its own form. A possession notice or a section 13 notice served before 1 May 2026 can keep earlier rules or forms in place, so we check any saved notice first.

The tenant may apply to the First-tier Tribunal before the proposed start date. The tribunal cannot set a rent above either the proposed figure or the relevant open-market rent. Its assessment uses the hypothetical tenancy beginning on the new rent date specified in the notice, not simply the date the notice was served. For this proposed-increase procedure, the rent determined under section 14ZB of the Housing Act 1988 takes effect from the proposed date in the notice if that date is on or after the determination. Otherwise, it takes effect from the beginning of the first tenancy period beginning on or after the determination. For undue hardship, the tribunal may direct a later date, which must fall before the end of the two months beginning with the determination. Current fee, Help with Fees and commencement rules should be checked when making an application; the challenge is not described as universally cost-free.

41.1 Our review service

Routine statutory rent-review administration, the annual valuation/review process and tribunal preparation if the proposed increase is challenged are included. We review suitable market evidence, discuss the proposal with the landlord and prepare the correct notice under the actual authority and law. We do not serve a notice proposing more than the open-market rent our market evidence supports; if the landlord asks for a higher figure, we explain the tribunal limit and offer to serve at that market figure

or a lower figure the landlord chooses. A review does not guarantee an increase. We explain the proposed date, notice, challenge route and resulting decision, and update the rent ledger only as lawfully due.

For a proposed increase, we give both the landlord and tenant a summary of the market evidence supporting it. We use relevant comparables and remove unnecessary personal data and confidential details about other people. Sharing the evidence does not guarantee agreement or remove the tenant's right to apply to the tribunal. The statutory notice and challenge process remains as set out above.

Any separately commissioned specialist report, hearing or legal representation needs the applicable disclosed terms; it is not silently added to the ordinary management work. We assess saved or non-assured cases separately.

41.2 Student lettings

Student status does not itself permit a prohibited advance-rent demand, compulsory paid guarantor or fixed term in an ordinary assured tenancy. We explain the actual affordability criteria and suitable lawful alternatives. An international student who cannot meet those criteria, or does not have a UK guarantor, may offer a suitable personal guarantor; a professional guarantor service such as Goodlord Guarantor is an optional alternative, which we do not require a student to buy (Section 26.9). Where a student possession ground may be relevant, its statutory conditions and warning requirements must be checked before the tenancy is agreed; Section 69 applies.

42 Payments that may be required from a tenant

For tenancies within the Tenant Fees Act, only legally permitted payments can be required. A landlord charge in HWJ's fee schedule is not automatically payable by a tenant. These limits also protect a guarantor and anyone acting on a tenant's behalf.

Payment	What applies
Rent	The agreed lawful rent, paid when due. We do not add a referencing, registration, renewal or management fee to it.
Refundable holding deposit	No more than one week's rent, with the statutory treatment described in Section 27.
Refundable tenancy deposit	Up to five weeks' rent if annual rent is below £50,000; up to six weeks if it is £50,000 or more. The actual agreed amount may be lower.
Tenant-requested qualifying change	**£50 including VAT total per qualifying variation, assignment or novation**, if you request it and we agree to arrange it. One transaction is not multiplied by the number of tenants. HWJ absorbs costs above £50 and adds no separate referencing or document fee for that transaction. Ordinary re-letting, a landlord-requested change and an impermissible transaction do not trigger it.
Lost key or security device	Only reasonably incurred replacement costs supported by written evidence provided to you, where the tenancy permits the payment. A necessary lock change must be justified by the circumstances. A landlord's £18 service tariff is not a flat tenant lost-key fee. A permitted lost-key invoice issued by us is payable within 30 days.
Late-rent interest	Only where the tenancy requires it and the statutory 14-day unpaid-rent period has elapsed. The maximum annual rate is three percentage points above the Bank of England base rate, calculated daily on unpaid rent for the relevant days from the due date. There is no additional reminder or collection administration fee under this heading.

Payment	What applies
Utilities, communications, TV licence or council tax	Only the relevant lawful payments where your tenancy and the law make you responsible. A service must not be imposed simply because a paid partner is offered.

We do not charge an HWJ early-termination or re-letting fee merely because you ask to leave. Rent liability depends on the tenancy's lawful end and any valid earlier agreement, not completion of a deposit dispute or a replacement tenant's arrival. Any separate alleged loss or damage needs its own lawful basis and evidence; a landlord service price is not automatically recoverable from you.

If you do not understand an invoice, ask which payment it is, the contractual and legal basis, the calculation and supporting evidence. Raising a question does not turn it into another charge.

42.1 Damages are not a fee workaround

A tenant is not liable for the landlord's agency fees simply because the landlord has agreed them. A genuine damages claim needs an applicable obligation, breach, causation, reasonable evidenced loss and mitigation. A deposit deduction needs agreement or a scheme/court decision where disputed. Written consent alone does not make a prohibited payment lawful.

42.2 Early ending and tenancy changes

There is no HWJ early-termination or re-letting fee. Rent follows the earliest lawful end under Section 68, not the date a replacement completes every check. The £50 total entry above is only for a qualifying tenant-requested variation, assignment or novation. It is not multiplied by the number of tenants, added to separate referencing/document charges or passed to the landlord as a top-up. HWJ absorbs its costs above £50.

42.3 Payment errors

Verify bank details and report an error or suspected fraud promptly. We investigate the facts and explain recovery steps. This section does not automatically transfer a loss caused by our own failure to the payer or remove a payment-service or other legal right.

43 Landlord banking and withdrawal charges

An international transfer requested by the landlord costs £18 including VAT per transfer. We identify receiving-bank or currency charges separately before instruction. We verify a changed payment destination securely and explain a lawful payment restriction. We do not invent an additional repair-fund banking or top-up fee.

43.1 Withdrawing an instruction

If you withdraw an instruction to proceed with an agreed letting, we do not charge a separate withdrawal or abortive-tenancy fee. We absorb our own abortive marketing and administration costs.

Any separately authorised third-party costs remain subject to the terms on which you authorised them and your statutory rights. This clause does not create or waive any separate liability to an applicant or tenant, or cancel an agreement you have made with them.

There is no HWJ withdrawal charge, continuing let-only conversion, overlapping-introduction fee or unfinished-year balance. Section 11 distinguishes marketing notice from management notice. A lawfully retained applicant holding deposit remains governed by Section 27 and is not an HWJ abortive fee.

44 Getting ready and continuing compliance

The landlord provides accurate ownership, lender, superior-lease, insurance, occupation and defect information and obtains required letting permissions. We check the applicable requirements for the instruction, arrange and track the agreed work, deliver the allocated records and explain missing or inconsistent information. A landlord duty and our own duty can exist at the same time. Required written tenancy information is covered in Section 17.

44.1 Gas safety

Where required, use a Gas Safe registered engineer for the annual gas-safety check, maintain the installations and appliances safely, and supply the record to an incoming tenant before occupation and to an existing tenant within the required 28 days. We track checks, remedial action and delivery allocated to us. A certificate does not excuse ignoring a new fault or prevent an earlier check where needed.

44.2 Energy performance

Where required, commission the EPC before marketing, make it available free to prospective tenants at the earliest opportunity and by the applicable written-information or viewing deadline, show the rating in commercial advertisements and provide it to the incoming tenant. Assess any building or transaction exception separately. An EPC is normally valid for ten years, but its validity and the need for a current certificate must be checked for the actual activity.

For homes within the current domestic minimum-energy regime, band E or a valid registered exemption remains the baseline. A future EPC-C target is not a current universal obligation. An EPC B or C rating does not establish compliance with every safety duty or the future Decent Homes Standard.

44.3 Licensing and occupation

Section 20 governs local licensing. Check lawful occupation, permitted numbers and licence conditions before agreement and when circumstances change. Future database and landlord-redress requirements follow Sections 21 and 77 only when applicable. We do not make an impossible future registration a current legal prerequisite.

44.4 Supplied appliances and furniture

Electrical appliances the landlord supplies, such as a fridge or microwave, must be kept safe. Portable appliance testing (PAT) is one way to check them; it is separate from the inspection of the fixed electrical installation (the EICR). The electrical safety regulations set a checking interval for supplied appliances only for social landlords. For a privately rented home, how often appliances are tested should be based on risk, such as the type, condition and use of each appliance, and on any condition in the home’s licence, the landlord’s insurance or an agreement. Every HMO licence and selective licence must include conditions requiring supplied appliances to be kept safe and a safety declaration to be given to the council on request.

Relevant furniture must meet the applicable fire-safety rules.

44.5 Water and other hazards

Assess and control relevant risks, including legionella, according to the property and applicable duties. A paid legionella certificate is not universally required for every home. Where we arrange a service, its scope and price follow Appendix A and the actual need. Existing fitness, repair and hazard duties apply now; declining a routine inspection does not waive them.

44.6 Electrical installations

The electrical safety regulations apply to a rented home where the tenant lives as their only or main home and pays rent, whether or not the home is an HMO. A few kinds of let are excluded, such as

accommodation shared with the landlord and long leases. The landlord must have the fixed electrical installation inspected and tested by a qualified person at least every five years, or sooner if the latest report says so. Each tenant must be given a copy of the report, usually an Electrical Installation Condition Report (EICR): a new tenant before moving in, and existing tenants within 28 days of each inspection. Give the report to the council within seven days of a request.

A valid Electrical Installation Certificate for a new installation may satisfy the initial requirement. Supply the appropriate certificate or report and record the applicable next inspection date, no later than five years and sooner where required. An EIC does not excuse known defects or necessary remedial work.

Complete remedial work within 28 days or any shorter period in the report, then provide the required written confirmation. We track and arrange the obligations allocated to us.

Regulations: Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (SI 2020/312), as amended. Breach of duties under these Regulations may lead to enforcement action and a financial penalty of up to £40,000. Other liabilities may arise under applicable law.

44.7 Building and fire safety

Responsibility depends on the building and the person's legal role. For multi-occupied residential buildings above the relevant 11-metre threshold, the responsible person has the specified flat-entrance and communal fire-door checks; the higher-risk occupied-building safety-case regime generally uses the separate 18-metre or seven-storey and residential-unit conditions. An individual leaseholder is not automatically the accountable or responsible person. We refer relevant building issues to the appropriate party while continuing the duties we undertake for the individual home.

We distinguish statutory requirements from stricter agreed agency readiness standards. If information, funds or authority are missing, we explain the affected activity and necessary action, assess urgency and take lawful proportionate steps. A general disclaimer or an unsigned instruction does not remove a duty the law places on us.

45 Smoke and carbon monoxide alarms

The landlord must meet the alarm duties applicable to the home. Where the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 apply, these include a smoke alarm on each storey with living accommodation and a carbon monoxide alarm in each living-accommodation room containing a fixed combustion appliance other than a gas cooker. Bathrooms and toilets count for this purpose. Homes requiring licensing under Part 2 or Part 3 of the Housing Act 2004 fall under the relevant licensing regime; the applicable licence conditions, grant date and other safety duties must be checked. Where those Regulations apply, an alarm reported faulty must be checked and, if it is not in proper working order, repaired or replaced as soon as reasonably practicable (regulation 4 of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended by SI 2022/707 and SI 2026/325).

Building work: Construction, conversion or other building work may have to meet separate fire-safety requirements under the Building Regulations, including provision for early warning of fire. What is required depends on the building, the work and the rules that applied to it, including transitional rules. Check the building-control records for the work and get competent advice. This does not replace the current alarm duties for rented homes or any licensing duties.

Where the law requires a start-of-tenancy alarm check, every required alarm must be checked and working on the day the tenant becomes entitled to possession. A later check-in or key-collection appointment does not move that date. Record the actual date, result and tester. A failed alarm must be escalated promptly for necessary action; recording it does not establish compliance. Whether a tenancy is “new” follows regulation 4(4) of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

On the landlord's behalf, we arrange checks of every required smoke and carbon monoxide alarm when legally due and keep records of the date, result and tester. We promptly arrange assessment and

necessary repair or replacement following a reported fault, consistently with applicable regulations, licence conditions and lawful authority. Routine approval or funding procedures must not be used to delay required urgent safety action. An inventory's smoke test does not omit an applicable carbon monoxide check.

Test alarms according to the manufacturer’s instructions. Replace an accessible, user-replaceable battery only if you can safely do so. Report a fault promptly if you cannot do that, or if the alarm still does not work. Do not disconnect an alarm to silence a warning. Following a reported fault, the landlord must arrange the assessment and any necessary repair or replacement as soon as reasonably practicable under the applicable requirements. Reports go to the landlord or to us (Section 6 explains how to report a repair). A routine request for help is not automatically a tenant fee. Landlord parts, fitting or visits outside an included service are quoted and authorised under the applicable arrangements rather than charged from an unlisted flat tariff.

For ordinary light bulbs, responsibility depends on safe access, cause and the valid tenancy. Do not undertake unsafe electrical work or assume every external security light or fitting is a tenant repair. Section 57 applies.

46 Future housing standards and present repair duties

Status checked 30 October 2026: private-sector Awaab's Law response deadlines are not yet in force. The government consultation opened on 9 October 2026 and closes on 18 December 2026. The final private-sector requirements and commencement need regulations. Social-housing timescales must not be presented as current private-landlord duties.

The government's reformed five-criterion Decent Homes Standard is planned for 2035: freedom from category 1 hazards, reasonable repair, core facilities and services, thermal comfort, and freedom from damp and mould. The policy removes kitchen and bathroom age limits as a test in themselves. Implementing private-sector requirements and commencement must be checked before treating that policy as operative law.

Existing repair, fitness and safety duties apply now. Report a hazard immediately. We assess urgency, affected residents and the action needed, arrange lawful proportionate steps within authority, explain timing and track completion. A future consultation does not justify delaying a present repair, and a generic expected deadline must not replace the facts or applicable law. A tenant whose landlord does not meet these existing duties may report the problem to the council, which has enforcement powers under the Housing Act 2004, or bring a claim under the Landlord and Tenant Act 1985 or the Homes (Fitness for Human Habitation) Act 2018.

Our repair reporting, tenant updates, escalation and evidence commitments continue in Sections 6, 47 to 49 and 53 to 55. Staff track legal changes and case-specific deadlines without inserting an uncommenced social-housing timetable into a private tenancy.

47 Maintenance quotations and funding

Report a defect promptly with the property, problem, time it began and any safety concern. The landlord funds authorised landlord work; the tenant is not automatically expected to diagnose, repair or finance it. Our ordinary coordination is included. The authority in Section 10.2, funding below and lawful access in Section 5 are separate requirements.

47.1 Quotes and contractor selection

For straightforward works costing £200 or less including contractor VAT and within the ordinary spending limit, one suitable quotation or agreed contractor rate is normally sufficient, with a check that the proposed work and price are reasonable. For works over £200, or above the ordinary spending limit, we normally obtain at least two comparable quotes. For works over £1,500, we normally obtain at

least three. These quotation thresholds concern the connected contractor works, including call-out charges, materials and contractor VAT.

We may obtain fewer quotes where urgency, a warranty or specialist system, limited suitable contractors or another recorded practical reason makes further quotes unreasonable. We record and explain the reason. We check for relevant warranty or defects cover before committing to a paid repair where practicable. A chargeable diagnosis or quotation is itself a cost that must fall within our authority.

We choose on overall value: scope, parts, competence, suitability, availability, price, tenant disruption and the likelihood of a lasting repair. A fair known £60 to £80 job does not need repeated quotes. We give the landlord the quotes obtained and explain our recommended course; they are evidence for our management decision, not a requirement that the landlord assess contractors for us. Necessary safety action does not wait for routine quotes.

Contractor quotations can change before acceptance. We explain a revised price and obtain the authority required before committing the landlord. An accepted quote is not unilaterally changed by this paragraph. A chargeable diagnosis or quotation itself counts towards the connected job and authority. No HWJ repair-contractor commission, referral payment or mark-up is added; qualifying supervision is separately governed by Section 10.3.

47.2 Questions and a landlord's own contractor

We consider and respond to reasonable questions and specific concerns about the need for work, price, timing, contractor or a relevant warranty. Raising a concern or making a complaint is not obstruction. If you object before non-urgent work is instructed, we review the concern before proceeding where practicable and safe. We do not treat an objection as silence. If your instruction changes or withdraws our authority, we clarify the position and explain the next steps and any risks. For work already committed, we explain what can be changed and any unavoidable third-party cost; this does not create a new agency cancellation charge.

You may propose your own contractor. We agree who will instruct and pay them, the work, access arrangements under Section 5, a suitable timetable and the completion evidence needed. The contractor must be competent and have the qualifications, registrations and insurance appropriate to the work. We explain any reason why a proposed contractor is unsuitable. If you instruct them directly, you arrange their appointment and payment and provide the progress and completion information we need to manage the property. If we instruct them, our usual authority and funding limits apply.

Nominating a contractor does not itself incur an additional agency fee. Any separately chargeable service must be identified and agreed under the fee schedule. If the contractor misses the agreed timetable or leaves a problem unresolved, we contact you, assess the urgency and explain the action needed. Any replacement instruction must be within authority we actually hold, including applicable emergency authority under Section 48.

47.3 Work outside the included service

Before undertaking an additional agency task, we explain the scope, why it is extra, the total VAT-inclusive price or calculation, any supplier costs and any limit, and obtain the required agreement. Genuinely additional HWJ staff time uses the Section 67.1 rate only where that basis is agreed, and work included in Full Management is not charged again. An anomaly, specialist problem or communication volume does not itself create an unspecified retrospective fee. Emergency action follows Section 48 and does not create a new agency price.

47.4 Keeping the arrangement workable

Full Management depends on us being able to carry out authorised work. If repeated sign-off requests, conflicting instructions, unavailable funds or delayed decisions prevent it, we explain the actual difficulty and seek a workable resolution. We consider reasonable concerns and alternatives and do not follow an unlawful instruction. A complaint is not obstruction. If a workable arrangement cannot be agreed, Section 11.7 governs notice and a safe handover; it is not a penalty for disagreeing with us.

47.5 The repair fund

The ordinary repair-fund target is one week's rent, calculated as monthly rent × 12 ÷ 52 where rent is monthly. We record it separately from the actual balance and the authority limit. The initial fund is retained from the first rent receipt as agreed in the instruction and replenished from subsequent rent to its agreed target after use. An increase to the target requires agreement.

Where funds are insufficient, we tell you the shortfall and the amount needed to restore the fund. We request the money before instructing work over £1,000, or work of any size where rent has been late twice in the last six months or is in arrears. Otherwise an agreed payment arrangement may take account of the next rent date and contractor terms. We do not imply that we lend money, allow a negative client-money balance or have spending authority merely because an invoice exists. The urgent make-safe process under Section 48 remains separate and must use lawful available authority.

We do not use the repair fund for unrelated bills or our fees without the required separate authority. Unpriced banking or top-up charges do not arise automatically. Section 11.6, Section 11.7 and the agreed final account govern return of your unused balance.

47.6 An unsafe or uninhabitable home

We promptly assess a report that a home may be unsafe or unfit to occupy and coordinate proportionate safety action within our authority. We consider the tenancy, the facts, applicable duties and insurance, and discuss practical assistance and any accommodation arrangements promptly. There is no universal additional voluntary daily allowance under this agreement. This is not a cap on liability or a restriction on any applicable rent, repair, accommodation or compensation right. Existing agreed assistance remains subject to its terms. We do not assume that a rent adjustment and another remedy can never apply together.

Contact us immediately, use emergency services where needed and retain reasonable records and receipts. We discuss any interim accommodation, rent adjustment and other losses promptly. There is no universal monthly-rent-divided-by-30 cap or automatic rule that rent relief and another remedy can never coexist. Any interim payment avoids duplicate recovery for the same loss without waiving legal rights. Do not assume you may simply stop paying rent or that every expense is reimbursable; obtain advice if the position is disputed.

48 Urgent repairs and lawful making safe

For fire, immediate danger or serious emergency, call 999 from a safe place. For a suspected gas or carbon monoxide emergency, follow Section 50. Report other urgent problems through the contact routes in Section 85 and explain who is affected and why it is urgent.

We normally treat the following as emergencies needing an urgent response; individual circumstances can make another problem urgent or change the assessment:

- total loss of power, other than an area power cut or a prepayment meter without credit;
- total loss of heating in cold weather (we treat October to March as cold weather), or total loss of hot water;
- a suspected gas leak or carbon monoxide emergency (follow Section 50 first);
- a water leak that cannot be contained, or water on electrics;
- total loss of water supply;
- fire damage to the home;
- external communal doors that will not open or close;
- a full-sounding fire alarm;
- a blocked toilet where it is the only toilet in the home; and
- an exit door or ground-floor window that cannot be secured.

The month of the year is not a condition of help: actual temperature, health and vulnerability may make loss of heating urgent at any time.

An emergency contractor may only be able to make safe or carry out a temporary repair; the permanent repair is then arranged at a convenient appointment under Section 49.

We respond promptly, assess the risk and use the appropriate emergency service or competent contractor. Reasonably necessary proportionate making-safe action within lawful authority does not wait for routine quotations, three contact attempts, director availability or an ordinary response period. We try to contact the landlord and occupier promptly, where practicable at least three times by at least two methods, keep records and explain what has been done.

This is not unlimited authority for permanent works or improvements, nor a general right to override an express refusal or force entry. The actual legal powers, agency authority, urgency and access must be assessed. Further non-emergency work follows Section 10.2. A serious unresolved risk is escalated to the appropriate person or authority rather than left in a routine reminder queue.

If a competent emergency service needs access, cooperate with its instructions. Emergency access must have a lawful basis and be reasonably necessary to protect life or prevent serious damage. We seek contact with the tenant, attendance by them or their nominated adult, and director approval where practicable. Contact attempts or internal approval must not delay necessary lawful urgent action. We limit entry and work to what is necessary, record the reasons and action, secure the home afterwards, and promptly explain what happened to the tenant and landlord. Section 5 explains the related access safeguards.

49 Appointments and repair follow up

For a non-urgent visit, we agree an arrival window, normally 8 am to noon or 1 pm to 5 pm, and confirm it in writing. Tell us if the time is impractical so we can consider alternatives and reasonable adjustments. We do not require all-day attendance by default or purchase of a premium exact-time or out-of-hours service to obtain a landlord repair.

We offer reasonable no-charge appointment arrangements for landlord repairs, including reasonable adjustments where needed. You may ask whether the contractor offers a separate optional exact-time or out-of-hours appointment service. If you freely choose that extra service, the contractor must first quote the total additional price, including any VAT, as the difference between its standard rate and the rate for your chosen appointment, and you agree the booking directly with it. HWJ charges no appointment fee. A landlord repair, urgent action or a reasonable adjustment is never conditional on buying that service. Declining it does not reduce your repair or access rights.

For an occupied home, normally the tenant or an adult aged 18 or over whom they name in writing is present throughout. A retained key, concierge, key box or notice alone does not authorise entry. Exceptional unattended access requires Harvey's specific approval, clear occupier permission and a recorded lawful arrangement. We log key collection and return and secure the home afterwards. If access cannot be agreed, we rearrange, record attempts and follow up; a paid waiting visit is not a condition of a necessary repair. Emergency entry must have its own lawful basis and be limited to what is necessary under Sections 5 and 48.

Tell us promptly if access or a booking fails. We notify the relevant people and rearrange. There is no automatic tenant missed-appointment, diagnosis or call-out fee. An alleged damages claim needs the legal basis, actual cause, evidence and mitigation described in Section 32.4. HWJ cancellation and separately authorised supplier net costs follow Section 58.

49.1 Our handling of reports

We record a report, give the tenant a reference, assess the required response and explain the next step and timing. When updating the landlord about a repair, we also give the tenant relevant progress and any actual response deadline. Routine authorised-work updates are not approval requests. We do not disclose private landlord advice unnecessarily. Both contractor and tenant must agree before a visit is confirmed. We explain cancellations, delays and the revised plan promptly.

We follow up until completion and retain the report, assessment, authority, quotes, funding, access, work and outcome evidence. We check invoices against the instruction, seek rectification of reported failures and deal with disputed payment consistently with the contractor's agreed terms. Two unanswered completion chases may support administrative closure only where evidence supports completion. They never certify safety, waive defects or prevent a genuine later report. Missing access is a separate unresolved matter, not a completed repair.

50 Gas and suspected carbon monoxide emergencies

Leave the affected area and call the National Gas Emergency Service on **0800 111 999** from a safe place. For immediate danger, fire or a medical emergency call **999**. Do not smoke, use flames or operate electrical switches in the affected area. Follow the emergency operator's instructions.

Do not enter a cellar or basement to reach a meter or put yourself at risk. Turn off gas or open doors and windows only if it is safe and consistent with the emergency advice. Do not attempt a gas repair or reuse an appliance until the competent service says it is safe. Tell us once safe so we can coordinate the property response.

51 Water leaks

Keep away from water near electricity. If safe and you know how, isolate the water at the stopcock and report the leak immediately. Do not touch wet electrical fittings or attempt an unsafe repair. Warn the concierge or building manager where neighbouring homes or communal systems may be affected. For immediate danger use the emergency services.

Tell us the source if known, affected areas and any continuing flow, with photographs only where safe. We assess urgency and coordinate the appropriate contractor and building response under Sections 47 and 48. Section 57 explains responsibility for the repair.

52 Pests

Report pests promptly with the type if known, affected areas and any health or building concern. We assess the cause, tenancy, property condition, communal involvement and appropriate treatment. Responsibility is not automatically the tenant's merely because pests were reported after move-in.

Keep food and waste safely and follow reasonable competent advice. Do not use hazardous treatment or conceal an infestation. A landlord duty, tenant-caused loss and a communal-building problem may require different responses. Any charge must have its actual contractual and legal basis; an inspection invoice alone does not decide liability.

53 Condensation damp and ventilation

Report damp or condensation that is persistent, severe or affecting health. We investigate the cause, including leaks, insulation, heating, ventilation and building defects. Normal cooking and bathing should not make a properly functioning home unsafe. We do not presume lifestyle fault without evidence.

Use the heating and ventilation safely according to the instructions and tell us if they do not work. Reasonable ventilation and cleaning advice supports rather than replaces the landlord's repair and fitness duties. Equipment required to meet those duties is arranged by the landlord; a tenant is not required to buy or hire a dehumidifier or moisture meter to discharge them.

54 Mould and health concerns

Report mould promptly, identifying the location, extent and any affected resident or immediate health concern. Photographs help if safe. We assess severity, investigate the cause and arrange the appropriate action and follow-up under the actual duties and urgency. Painting over a surface or sending generic ventilation advice is not automatically an adequate solution.

Follow safe competent cleaning advice only where suitable; do not disturb extensive mould or use treatment that may endanger you. Tell us about a vulnerability or need for an adjustment so it can be considered. For an immediate medical emergency call 999; seek appropriate health advice for symptoms.

The private-sector Awaab's Law timetable is not yet operative at this edition's check date; Section 46 explains the distinction. Existing repair and fitness duties already apply. A future deadline or optional routine-inspection choice does not justify ignoring a reported hazard. If a reported hazard is not dealt with, you can also ask the local council to assess the home; Section 75 explains enforcement routes.

55 Replacing furniture and appliances

We or the landlord normally order and pay the supplier directly for a landlord replacement, within the agreed authority and funding arrangements. A tenant is not required to shop for or finance it. A genuinely voluntary individual purchasing arrangement must identify the specification, budget, payment and receipt arrangements in writing before purchase. It does not reduce any existing entitlement to reimbursement.

We arrange repair or replacement of landlord-supplied items where the landlord is responsible, under the actual tenancy, legal duties and agreed specification. Fair wear, a breakdown and tenant-caused damage require different assessments; there is no automatic tenant bill because equipment failed.

For a voluntarily agreed tenant purchase, Section 32.1 preserves the specification, inclusive budget, evidence and existing reimbursement undertaking. Record the receipt and installed item with the inventory evidence. Agree delivery and assembly rather than requiring the tenant to perform skilled work.

Stop using an appliance or socket that is wet, sparks, smells burnt or repeatedly trips. Report it and wait for qualified advice. Do not replace fuses or repeatedly reset equipment to diagnose a suspected fault, attempt electrical repairs or work on gas appliances.

56 Reasonable care of the home

Take reasonable care of the home and carry out safe minor household tasks validly allocated by the tenancy. Report defects promptly and cooperate with lawful access. Reasonable care is not a transfer of the landlord's statutory repairs, a duty to make unsafe repairs or a guarantee against every breakdown. Section 57 gives examples of safe day-to-day tasks.

Do not work on gas, fixed electrics, unsafe equipment or tasks requiring specialist skills. Fair wear and tear and faults not caused by a tenant's breach are not automatically tenant liabilities. A damage claim needs its proper evidence and lawful process.

57 Who is responsible for a repair

Responsibility depends on the applicable law, valid tenancy terms, cause and evidence. A universal list cannot make a tenant responsible for the landlord's statutory repairs, internal redecoration, all leaks, fences, gates, external lights or every appliance. A user-replaceable bulb or battery may be a safe minor task; a dangerous fitting or inaccessible alarm needs another response.

The examples below concern reasonable day-to-day care and tasks you can safely undertake. They do not transfer repairs or safety duties that the law places on the landlord. Report defects promptly and ask us if responsibility is unclear.

- General maintenance: re-fixing a loose toilet seat, tightening loose screws, replacing sink plugs and chains, and re-fixing minor fittings such as curtain rails, blinds and coat hooks.
- Safety: Follow the smoke and carbon monoxide alarm guidance in Section 45, report defects and hazards promptly, and take reasonable care. Use and maintain your own appliances safely, following manufacturer instructions. You do not take over repairs or safety duties that the law places on the landlord. Responsibility for a particular repair depends on the law, its cause and valid tenancy terms.
- Garden care: keeping a garden let with your home reasonably neat and tidy, excluding communal areas.
- Heating and plumbing: setting heating controls and bleeding/venting radiators. Report leaks promptly. If safe, stop using the appliance and isolate its water supply. Do not attempt plumbing or electrical repairs unless you are competent and it is safe. Responsibility for the repair depends on the installation or appliance concerned, its ownership, the cause of the fault, applicable law and valid tenancy terms. You do not take over the landlord’s statutory repairing duties.
- Electrical care: replacing user-replaceable light bulbs, fluorescent tubes and starters that you can reach safely.
- Blockages: clearing simple blockages in sink, bath and basin wastes and toilets where you can do so safely.

Tell us promptly about your concerns and anything you cannot safely do. We assess the issue without presuming tenant fault. If a breach caused damage, a reasonable evidenced loss may be claimed through the appropriate agreement or dispute process; there is no automatic landlord-tariff charge to the tenant.

58 Cleaning and cancelled appointments

Keep the home reasonably clean under the valid tenancy and return it as clean as the recorded starting condition requires, allowing for relevant fair wear and tear. A tenant may clean it themselves. There is no automatic requirement to buy a professional clean, specified cleaner or cleaning surcharge.

An end-of-tenancy claim must identify a compensable shortfall, evidence the starting and ending condition and reasonable loss, and avoid betterment or duplicate recovery. The independent report is evidence, not a decision that every proposed charge is payable. Section 72 governs disputed deductions.

We do not charge a separate fixed HWJ appointment-cancellation or no-show fee. If a supplier has been booked with your authority, you are responsible only for a cancellation cost that was explained before booking and is actually and reasonably incurred under the authorised booking. We deduct any refund, avoided cost or other saving and provide the supporting information. We do not recover the same loss twice or recover a cancellation cost caused by our own failure. We absorb our own lost staff time. This does not change any applicable cooling-off right or introduce a withdrawal fee for an aborted letting.

Where a supplier's current cancellation or failed-access charge is quoted, we disclose the actual amount and trigger before booking and apply only the authorised unavoidable net cost. A historic £30 cleaner illustration is not an automatic HWJ fixed fee or an authority to transfer the landlord's charge to a tenant.

59 Included services and shared areas

Where rent includes utilities, broadband, council tax or another service, the tenancy must identify what is included, any valid fair-use allowance, how excess is measured and apportioned, and who pays. A

utility resale must comply with applicable price limits and cannot include an unauthorised profit or fee. Council-tax liability, exemptions and discounts follow the law and actual occupation, not a blanket disclaimer.

A promised included service remains subject to the agreement and reasonable care in the work we undertake. We do not exclude every remedy merely because broadband or another service is supplied by a third party.

For a room-only tenancy, the landlord and authorised contractors may enter retained communal areas for legitimate management, cleaning or repair purposes. They must act reasonably, respect privacy and give notice where practicable. Entry to a tenant's private room follows the tenancy and law; the common-parts arrangement is not unlimited entry to private accommodation.

60 Waste and recycling

Use the designated bins and the council or building's current collection and recycling arrangements. Keep escape routes and communal areas clear and arrange lawful disposal of bulky items. Ask us or the building manager if the arrangements are unclear.

Report fly-tipping or a blocked refuse area to the appropriate council or building contact and tell us if it affects the property. Do not handle dangerous waste or confront someone if it is unsafe. An enforcement penalty or removal charge needs its actual legal or contractual basis and evidence; it is not an automatic agency fee.

61 Nuisance anti social behaviour and safety

Report conduct causing harassment, alarm, distress or relevant nuisance with dates and evidence where safe. Homelessness, a lawful business or ordinary everyday activity is not by itself anti-social behaviour. The legal definition and available powers depend on the conduct and relevant legislation.

For immediate danger call 999. For non-emergency crime use the police's current reporting route, including 101 where appropriate. Report persistent noise or environmental nuisance to the council and building-security defects to the building manager and us. Keep a factual record; do not confront an unknown person or investigate if doing so may put you at risk.

We address the property and tenancy matters within our role, consider relevant vulnerability and explain lawful next steps. A general instruction to move out is not a substitute for assessing a threat, repair or landlord obligation. A tenancy can end only through its appropriate legal route. Section 68 explains how a tenancy can end.

62 Privacy quiet enjoyment and security

A tenant is entitled to occupy without unlawful interference. Reasonable access for an agreed lawful purpose is arranged under Section 5; it is not a right to enter at will, require excessive visits, cut off services or pressure a tenant to leave. Necessary emergency action needs its proper lawful basis.

Report broken locks, doors, windows, entry systems or other security defects promptly. The landlord must meet applicable repair and safety duties. A tenant is not automatically required to buy additional security to remedy a landlord defect. We assess the cause, urgency and the responsible person, including communal-building responsibilities where relevant.

If you feel unsafe, explain any immediate risk, use emergency services where appropriate and ask for a person. We respect confidentiality and reasonable adjustments while taking necessary lawful safety action. A paid product or private dispute does not remove a statutory protection.

63 Utilities heat networks and council tax

Responsibility for energy, water, communications, TV licensing, council tax and communal heating depends on the law, actual occupation and relevant agreements. Record readings and dates, notify the appropriate providers and ask us about an unclear allocation. A heat network or landlord recharge must not be assumed to work like an ordinary retail energy account.

We provide the agreed occupation notifications and available readings, with lawful necessary data disclosure. We do not switch a supply, impose an optional paid bundle or disclose information for unrelated marketing merely because we manage the property. Section 64 explains landlord bill instructions; Section 65 explains an optional bundle.

Utility supply follows the applicable provider's terms. HWJ remains responsible for carrying out any coordination or other work it has agreed to undertake with reasonable care and skill. Responsibility for a disconnection, transfer problem or resulting loss depends on its cause, the applicable agreements and the law. This document does not exclude liability or remedies that cannot lawfully be excluded.

64 Landlord bills payments and account coordination

We pay non-repair bills only under your instruction and with available funds. We check the payee, property, amount and apparent duplication against the instruction and records, and refer disputed or unexpected bills to you. This is not a legal opinion on a service-charge demand or an unlimited authority to pay any bill received.

The optional payment service is first-payment-free then £10 including VAT per payment; the written payment instruction must identify the free allowance before a charge is applied. Further substantive account coordination is separately agreed at the tariff, with the existing first 15 minutes of standard issue-resolution time free. Ordinary included work is not charged again.

We record meter readings and provide necessary occupation information in the agreed lawful way. A supplier switch, additional product or disclosure for marketing does not follow automatically from Full Management. Responsibility for rent, council tax, heat-network or utility charges depends on the law and the relevant agreement, not merely the name an invoice is sent to.

Ordinary utility notifications include available opening and closing meter readings. We promptly forward landlord bills we receive where payment management is not instructed. Where additional account coordination is agreed, we provide progress updates at least weekly, and every one to three days for urgent cases.

At onboarding, we record the relevant supplier, account holder, payer and person responsible for notifications. The landlord remains responsible for a bill we have not agreed to administer. We promptly forward a received landlord bill where payment management is not instructed, and explain if information, authority, funds or timing are insufficient for an agreed payment.

The first-free-payment allowance must be identified in the payment instruction before a later £10 charge is applied. This edition does not invent a yearly, tenancy or property reset that was not agreed. Likewise, the existing first 15 minutes of standard issue resolution are deducted before any agreed additional actual-time coordination charge. Work already included is not timed and charged again.

We do not accept a blanket exclusion for all late fees or unrecorded consumption regardless of who caused the problem. Utility supply follows the applicable provider's terms. HWJ remains responsible for carrying out any coordination or other work it has agreed to undertake with reasonable care and skill. Responsibility for a disconnection, transfer problem or resulting loss depends on its cause, the applicable agreements and the law. This document does not exclude liability or remedies that cannot lawfully be excluded.

64.1 Switching and meter arrangements

Check the actual supplier contract, tenancy, meter ownership and any heat-network restriction before changing a supplier or meter. We use Goodlord to notify the existing energy suppliers of move-outs and move-ins. We do not use Goodlord's void-period energy supply management service and receive no payment for these notifications. The notifications do not authorise a supplier change. Some communal systems cannot be switched like a retail supply. A prepayment arrangement does not itself establish who owes a charge. We explain the records needed and refer a disputed supplier matter through the appropriate route.

64.2 Utility evidence and the deposit

Awaiting a final bill or proof of account transfer is not, by itself, a reason to retain an agreed deposit balance. A supplier debt owed directly by a tenant does not automatically justify holding the deposit, and a generic six-week utility wait does not override the applicable repayment rules. We arrange release of agreed and undisputed sums within ten days of agreement, or sooner where the applicable scheme requires. Any proposed deduction needs its own lawful basis, calculation and evidence. Disputed sums follow the applicable scheme or court process. See Sections 65 and 72.

65 Optional bills included services

A bills-included product is offered only on its actual current terms and through the relevant provider. Before a tenant or landlord chooses it, we identify the services covered, payer, total price and calculation, fair-use rules, duration, cancellation, supplier arrangements and any remuneration. A reference to Goodlord does not prove that every utility, council tax or broadband charge is included.

We do not require purchase of a prohibited service or treat an optional bundle as automatic consent to switching or marketing. The tenancy's lawful included-services arrangement and a separately selected consumer product must be distinguished. Section 63 explains responsibility for utility supply, switching and the coordination work we agree to undertake.

Please provide reasonably needed utility-account information, tenancy dates and meter readings. Awaiting a final bill or proof of account transfer is not, by itself, a reason to retain an agreed deposit balance. We arrange release of agreed and undisputed sums within ten days of agreement, or sooner where the applicable scheme requires. Any proposed deduction needs its own lawful basis, calculation and evidence. Disputed sums follow the applicable scheme or court process. A no-deposit product follows its applicable accepted terms; this clause creates no additional proof-of-transfer condition for its closure. See Section 72.

66 Non resident landlords and tax

The Non-resident Landlords Scheme uses the landlord's usual place of abode outside the UK, which differs from the statutory tax-residence test. For individuals, HMRC normally treats an absence of six months or more as an overseas usual abode. Nationality or an isolated 183-day count is not the complete test. Each joint owner and entity needs the appropriate assessment.

Unless HMRC authorises us in writing to pay the relevant landlord without deduction, we calculate basic-rate tax under the scheme on the relevant rental income less deductible expenses we pay, and account to HMRC quarterly. Approval to receive gross rent does not make the income tax-free. The withholding requirement is not reversed so that deduction begins only after approval.

Provide accurate ownership and HMRC information and tell us about changes. The £125 including VAT quarterly-return charge applies only while withholding is required, not merely because you are overseas. Under clause 12.2 of Standard Landlord Terms 1.5, it arises at the quarter's end. No charge arises for a quarter ending after management ends, although a required return is still filed. A charge already properly due at the cut-off goes on the separate closing account. Gross-payment authority

removes the withholding-service trigger. We complete applicable annual returns and certificates; personal tax advice and returns remain separate.

An application for gross payment is optional; it is not a condition of lawfully letting the property. Actual tax liability, reliefs, reporting and Making Tax Digital start dates depend on the person's circumstances and current law. Obtain individual tax advice rather than relying on a general website illustration.

67 Notices possession work and additional staff services

We identify the tenancy, authority, applicable ground, evidence, required form, service and time limit before acting on a landlord possession instruction. Ending our management does not end the tenancy or authorise eviction. Ordinary arrears follow-up, notice and case preparation are included; specialist advice, court fees, representation and separately agreed attendance follow the applicable product and Appendix A. Included case preparation covers the rent statement and our first witness statement. Section 68 explains a tenant's notice, and Section 69 explains landlord grounds for possession and the notice procedure under section 8 of the Housing Act 1988.

67.1 Disputes statutory declarations and staff time

Deposit-dispute preparation follows Section 72: £54 including VAT for up to three hours only where deductions are disputed and we prepare the supporting paperwork; actual approved additional time is £18 including VAT an hour. This is a landlord agency charge, not a scheme adjudication fee or tenant deduction.

The statutory-declaration service is £49 including VAT. It includes arranging signing before a solicitor, the solicitor's witnessing signature and posting to the tenancy deposit provider where applicable. The declarant confirms and signs their own declaration before the solicitor. We check the actual scheme's form and submission requirements; repayment is not guaranteed. No extra signing or package-postage fee is added. This replaces £95 for this service only; unrelated £95 services remain unchanged. Work is not charged twice under a declaration and dispute package.

For additional staff work outside our included management service that you agree to separately, and for separately agreed time-based key collection or drop-off, we charge £18 including VAT per hour, calculated proportionately for the actual chargeable time spent. There is no minimum hour and we do not round time up to an hour or half-hour block. The rate is 30p per minute: 30 minutes costs £9 and 75 minutes costs £22.50. We record the work and time charged and apply any agreed free allowance before calculating the fee.

For separately agreed time-based key collection or drop-off, chargeable time includes reasonable actual travel needed for that visit at the same £18 including VAT per hour. We explain the estimated task time, travel time and total charge before you agree to the visit. We charge for actual minutes, with no minimum hour or rounding up. We allocate shared journeys fairly and do not charge ordinary commuting, unrelated errands or the same time twice. For example, 30 minutes collecting or dropping off keys plus 30 minutes of qualifying travel costs £18 including VAT.

If you ask us to attend and wait at the property for a contractor, delivery or similar appointment as a separately agreed extra service, our charge is £39 including VAT. This covers reasonable travel and up to the first 30 minutes at the property. After the first 30 minutes, we charge £18 including VAT per hour for the actual additional minutes spent at the property, without rounding up to an hour or half-hour block. We explain the estimated attendance time and total charge and obtain your agreement before the visit. For example, one hour at the property costs £48 including VAT, two hours costs £66, and five hours costs £120. We do not add a separate travel-time charge to this attendance fee or charge twice for the same time. Work already included in our management service remains included.

Witness attendance at court is £120 including VAT for the attendance specifically agreed before booking. We identify the hearing, scope and attendance covered by that price; this edition does not invent a daily or hourly multiplier. Representation or specialist hearing work is separately quoted where needed. Included case preparation is not billed again.

67.2 Lawful enforcement

Use the required court and enforcement process where possession is not voluntarily given. A notice alone does not authorise changing locks, removing belongings, cutting utilities or harassment. We refer specialist issues promptly and protect the relevant notice, product and court deadlines.

68 Ending a tenancy or changing a sharer

68.1 A tenant's normal notice

For an ordinary assured periodic tenancy within the current private-sector reforms, the usual notice is at least two months in writing, ending on a rent-due day or the day before. A shorter notice or another permitted arrangement may be agreed in writing. Check a saved case or other tenancy type separately. A tenant may give notice at any time subject to those requirements; an arbitrary first-year lock-in is not added here.

Send it through a legally valid route to the landlord or managing agent and keep evidence of delivery. Our form, portal or preferred inbox is not the only possible statutory route. We acknowledge within two working days and confirm the calculated end date and check-out arrangements. A failure to acknowledge does not by itself invalidate a notice already properly served. Moving out or returning keys alone is not always enough.

68.2 An agreed earlier end

There is no HWJ early-termination or re-letting fee. A tenant can ask for an earlier agreed end and we explain the options without limiting a valid normal notice. Rent follows the earliest lawful end: valid notice expiry, an agreed earlier end or the replacement tenancy's start. We do not collect rent twice for the same period.

Any other requested payment needs a permitted legal basis, applicable cap and evidence. Written agreement alone cannot make a prohibited fee lawful. A new tenancy, an unfinished deposit dispute or missing utility paperwork does not extend the outgoing tenancy by default.

68.3 The optional replacement process

We send the explanatory check-out form within three working days and normally advertise within three working days after the process is agreed and the property is ready. We explain access, readiness, the proposed end and any conditions in writing. We cannot guarantee a replacement start date or no void for the landlord. A tenant may also serve a valid normal notice when the process starts, so that rent cannot run past that notice's end date; joint tenants should read Section 68.7 first.

68.4 The replacement application

The replacement's holding-deposit deadline is governed by Section 27. It is not an unchangeable legal 15-day deadline to pay move-in rent, and no rent is asked for or accepted before all required parties have signed (Section 23). Any permitted estimated early-ending cost is a quotation, not an automatic invoice before the agreed event. Nothing is payable merely for withdrawing from the process, and a tenant is never asked to pay another applicant's costs. The outgoing tenant's valid notice remains effective if the replacement fails checks or withdraws.

68.5 Rent already paid and final records

We reconcile the lawful end date, rent, any refund under Section 24, keys and check-out records. A refund cannot be refused solely because the payer has no UK account. The deposit is dealt with separately under Section 72.

68.6 Documents for an agreed change

A change of sharer needs the landlord's agreement and correct documents. Depending on the arrangement, that may be a variation, assignment, novation, or surrender and grant of a new tenancy. We confirm the route, effective date, remaining liabilities and deposit arrangements before signing. Those legal concepts are not described as nonexistent. We also confirm how the property's condition is recorded: a new inventory, or the original dated inventory if all current and incoming tenants agree to it in writing, so that an incoming tenant is not held responsible for earlier damage.

68.7 Joint tenancies and the departing sharer

Until the joint tenancy ends or an effective agreement releases a person, each joint tenant remains responsible for the whole rent and relevant obligations where joint and several liability applies. Moving out alone is not release. One tenant's valid notice can usually end the periodic tenancy for everyone; failed replacement checks do not keep an ended tenancy alive. A new tenancy for those remaining must be separately agreed. Obtain advice before serving notice if some tenants wish to stay.

The tenant-requested qualifying transaction fee is £50 including VAT in total, not per person, with HWJ absorbing excess and no landlord top-up. It does not apply automatically to ordinary re-letting, a landlord request or an impermissible transaction. We do not restart a tenancy or add fees merely to evade the notice or tenant-fees rules.

69 Landlord grounds for possession

For a relevant private assured tenancy under the current regime, a landlord uses the applicable ground and the section 8 process under the Housing Act 1988 rather than a new no-fault notice under section 21 of the Housing Act 1988. Saved pre-commencement notices or proceedings require separate transitional assessment. A company or other non-assured letting follows the appropriate different route.

We check the actual statutory wording, eligibility, warning requirements, evidence, notice period, deposit protection and current prescribed form before service. Grounds may be mandatory or discretionary and have different restrictions. A short summary is not a guarantee that a court must award possession in the particular case. The current statutory ground table is available in Schedule 2 to the Housing Act 1988.

Moving-in and sale grounds have the relevant first-year and notice restrictions. Relying on Ground 1 or 1A triggers statutory restrictions on re-letting, paid licences, marketing and authorising marketing. In the usual valid-notice case, the restricted period runs from service until the end of the twelve months beginning with the earliest possession-proceedings date specified in the notice. Sections 16E, 16F and 16M of the Housing Act 1988 provide exceptions and alternative calculations. We check the actual restriction before any new letting, licence or marketing.

Serious rent arrears are tested at the required statutory stages and by the correct rent period, with applicable benefit-payment treatment. Do not assume every ground can be served at any time or that all notices fall within a single two-week-to-four-month range.

Where a notice includes neither Ground 7A nor Ground 14 of Schedule 2 to the Housing Act 1988, use the longest applicable notice period for the grounds relied on. Where either is included, the special rules in section 8 of the Housing Act 1988 may permit earlier proceedings; calculate the notice under those rules rather than applying a blanket longest-period sentence.

For Ground 4A of Schedule 2 to the Housing Act 1988, check the qualifying HMO/student tenancy, each relevant tenant's status, the statutory possession-date window, warnings and transitional provisions. In particular, the tenancy must have been agreed no more than six months before entitlement to possession, and the required warning must be given before the tenancy is entered into, not merely before move-in. Ground 1B of Schedule 2 to the Housing Act 1988 concerns qualifying private registered-provider rent-to-buy arrangements, with its own conditions; it is not a general sale ground for an ordinary private landlord.

Deposit failures and other statutory restrictions can affect possession. The rule in section 215 of the Housing Act 2004 has specific exceptions, including the relevant Grounds 7A/14 of Schedule 2 to the Housing Act 1988 and return or resolution routes; an exception does not automatically remove compensation liability. Database restrictions apply only when the relevant law is commenced and the facts fall within it.

We preserve the rent ledger, notices, service evidence, safety and deposit records and refer specialist questions. A possession notice does not itself remove an occupier; the necessary order and lawful enforcement process follow. Tenants facing possession may seek free advice through the Housing Loss Prevention Advice Service.

70 Rent collection and arrears

Routine collection, reconciliation and basic arrears follow-up are included in Full Management. We match receipts to the ledger, notify the landlord of a missed payment within one working day and identify amounts that were over seven days late even if later paid. We communicate with the tenant, check the cause and explain the next step. We make that contact at reasonable times and never in a harassing way. A platform reminder does not replace a proper review of a disputed balance or vulnerability.

We keep accurate records for any agreed repayment plan, product notification or legal action. A repayment discussion does not itself change the tenancy due date or waive an accrued right. We do not add a tenant reminder, collection or administration fee prohibited by the Tenant Fees Act. Permitted late-rent interest is limited by Section 42 and the valid tenancy term.

Rent protection follows the actual accepted product's deadline and terms in Section 40. Possession follows Section 69. Specialist action and attendance are separately priced only where identified and agreed. We do not guarantee payment, a claim outcome, a possession date or recovery of every loss.

71 Occupation after a proposed end date

If an occupier remains after a proposed end date, we check whether the tenancy has actually ended, what notice or agreement was effective and the lawful next step. Occupation after a date in an email is not automatically trespass or permission to change locks. An occupier who stays on can normally be removed only under a court order enforced by authorised enforcement officers (section 3 of the Protection from Eviction Act 1977). Rent, use-and-occupation payments or another claim depends on the actual legal position.

We communicate promptly, preserve records and obtain specialist advice where needed. We explain in writing any amount claimed for the extra period, with its basis and calculation. No automatic double rent, penalty or additional agency fee is created by this document. Continued protection, safety and client-money duties must be maintained during the process.

72 Deposit returns deductions and disputes

If the tenant agrees the proposed deposit deductions, no dispute-preparation fee applies.

If the tenant disputes proposed deductions and we prepare the supporting claim paperwork, we charge you £54 including VAT for up to three hours' work. Additional preparation work costs £18 including VAT per hour, charged proportionately for the time spent. For example, an additional 30 minutes costs £9 including VAT. We will obtain your approval before carrying out work beyond the initial three hours.

This charge can apply after the tenancy ends, including during a void period. No preparation fee applies if we do not prepare the paperwork.

After our management appointment has ended, new deposit-dispute preparation is offered only if we accept a separate written instruction. The same £54 including VAT for up to three hours and £18 including VAT per hour for actual additional time apply, with your approval before we exceed three hours. This does not continue the management appointment or create a percentage management fee. We agree the work and relevant deadlines before accepting it; we do not automatically take on every later dispute. Ending the appointment or recording a continuing instruction does not restart a preparation package already charged for the same case or permit duplicate charges for the same work.

Where a cash deposit needs statutory protection, we arrange protection and the prescribed information within the applicable 30-day period. We use the identified scheme and custody arrangement; the TDS arrangement for new deposits and DPS arrangement for relevant legacy deposits must be recorded accurately. Your deposit documents identify whether the actual arrangement is custodial or insured. Custodial money is paid and administered through the scheme. Ending our appointment is not itself a reason to repay a continuing tenancy’s deposit to the tenant.

At the tenancy end we arrange the agreed check-out process, obtain evidence and explain proposed deductions. Where an independent check-out report is commissioned, the existing report-within-five-days undertaking is retained, subject to the required access. We promptly process agreed and undisputed repayment amounts within the applicable requirements and scheme process; disputed money remains protected. An agency fee is not deducted from a tenant’s deposit as though it were tenant damage. We do not withhold an undisputed return simply to obtain unrelated utility paperwork.

The general return requirement is within ten days after the repayment amount is agreed, including the undisputed balance; the actual scheme may have a faster procedure. We confirm an agreed repayment amount in writing. We promptly process the required release. Missing utility paperwork alone is not a reason to withhold an agreed sum. A specific evidenced utility claim is considered on its actual basis and does not justify holding the whole deposit by default.

We explain a proposed deduction with its amount, tenancy basis and evidence, taking account of starting condition, fair wear, age, actual loss and mitigation. There is no automatic professional-cleaning surcharge, new-for-old betterment or recovery of the landlord's agency fees from the tenant's deposit. A fee does not become lawful merely because it is called damages or agreed in writing.

The scheme offers a free dispute route subject to its actual rules and consent requirements; court may also be relevant. Each party must meet the scheme's current submission and evidence deadlines. Do not wait for a generic three-month or ten-week estimate if the actual arrangement requires earlier action. The scheme or court decides the dispute; HWJ's preparation charge is for landlord work, not adjudication or a guarantee of recovery.

When a deposit alternative was selected, its accepted claims and dispute process applies instead of assuming a pot of refundable cash. Ending HWJ management during a continuing tenancy requires the compliant deposit-administration handover, not automatic repayment to the tenant.

73 Condition and redecoration between tenancies

At the end, compare the check-in, check-out and other evidence before deciding cleaning, repair, replacement or decoration. Fair wear and tear, age, quality, length of occupation and actual cause matter. A landlord cannot obtain a better item at the tenant's expense simply because replacement is convenient.

We explain recommended landlord work, obtain quotes and apply the authority and supervision rules. Readiness and marketing are coordinated to the actual condition and agreed plan; a blanket cosmetic cycle does not replace that assessment. A normal void does not create a new monthly management charge. See Section 74.

74 Gaps between tenants

While we remain appointed for Full Management, our ordinary between-tenancy administration and repair coordination continue during normal gaps between tenants. There is no separate monthly void-management fee or automatic 12% administration charge for works.

Our usual aim is to start advertising about four weeks before expected availability, once the property can lawfully and accurately be marketed. If lack of access prevents earlier preparation, we aim, where practicable, to advertise at least five days before expected vacant possession. Where earlier marketing is not practicable, we aim to advertise promptly after check-out once the property is ready. We normally aim to begin viewings within 48 hours of readiness, subject to agreed lawful access and the required safety and compliance checks. These are working targets, not guaranteed dates or a guarantee of a new tenancy.

Separately chargeable services remain subject to their agreed fees and conditions, including qualifying project supervision under Section 10.3 and disputed-deposit claim preparation under Section 72. Contractor costs remain payable by you. Our agreed repair authority, funding and communication arrangements continue to apply. The management fee remains based on rent actually received as explained in Section 9.

Weekly inspections of an empty property and prolonged vacant-property supervision are additional services. If you request them and we agree to provide them, we first agree their scope, frequency, duration and charges in writing. Ordinary between-tenancy support does not itself include those services, and they do not start automatically because the property has been empty for a particular length of time.

A requested vacant-property inspection is £60 including VAT. What it includes and how it is charged are confirmed in writing before you instruct it. It is not automatically scheduled weekly. Insurance, security, utility and other property responsibilities continue according to their actual terms; tell us about restrictions and insurer vacancy conditions so the appropriate arrangements can be agreed.

75 Rent repayment orders and enforcement

The First-tier Tribunal determines Rent Repayment Order applications under the applicable legislation; an agent-redress scheme or landlord ombudsman does not issue them. The qualifying offence, defendant, relevant rent and transitional provisions must be assessed.

For offences within the regime commencing on 1 May 2026, the maximum repayment period is 24 months and the usual application limit is two years. Earlier offences remain subject to earlier rules, generally 12 months for both. Conduct spanning commencement needs the transition applied to the relevant periods. Seek advice promptly rather than assuming a new two-year limit saves an older claim.

Local authorities and other designated enforcement authorities have their statutory powers and penalty processes. A civil financial penalty is not a court's criminal fine. Property Redress deals separately with agency-service complaints. An internal complaint does not stop a statutory application or appeal deadline.

76 Complaints about our service

Send a complaint to **harvey@harveywjames.com** or our postal address in Section 85. Give the property, issue, relevant dates and outcome sought. We provide reasonable help if writing is difficult. Asking for an explanation, making a complaint or seeking independent advice does not reduce a contractual or statutory right.

We acknowledge within three working days and give a substantive response within 15 working days. If more time is justified, we explain why and give a revised timetable before that deadline. If you request a

final response, we provide it within ten working days of the request. Our published internal complaints procedure gives the process.

We belong to **Property Redress**, membership **PRS010914**. The current certificate runs to **3 February 2027**. You may refer an agency-service complaint after our final response or after eight weeks from the complaint, subject to the scheme's acceptance rules and time limits. Contact **info@propertyredress.co.uk**, **0333 321 9418**, or propertyredress.co.uk. Do not miss an external deadline while waiting for our process.

Property Redress may award redress under its rules; it does not act as the Tenant Fees Act enforcement authority or issue a tribunal Rent Repayment Order. A tenancy-deposit dispute follows its protecting scheme; client-money protection is separate again. The landlord's duties, council enforcement, courts, tribunals and data-protection remedies remain available through their appropriate routes.

We remain responsible for reasonable care in our own work when a complaint involves a contractor or platform. We explain who provides a separate service and help route the issue rather than excluding every remedy because a third party was involved.

77 Future compulsory landlord redress

Status checked 30 October 2026: the approval framework for private-landlord redress is separate from the later compulsory membership duty. Mandatory landlord membership and the new landlord complaint route are not yet operating as a universal duty; the government's announced expectation is 2028, subject to the relevant implementation.

Once applicable, using a managing agent does not automatically exempt the landlord. Our Full Management service includes tracking commencement, explaining the relevant membership step, permitted assistance and complaint navigation. We identify any landlord-only action or statutory fee. We do not tell a tenant to wait for a future ombudsman instead of using a current court, council, tribunal, deposit-scheme or agent-redress remedy.

The future scheme's precise remit, award powers and time limits follow its law and rules. It is not the First-tier Tribunal and does not make a Rent Repayment Order. Section 76 is the current complaint route for HWJ's agency service.

78 Personal information and privacy

We use personal information to provide and administer the service and meet applicable obligations. Our privacy notice explains the relevant purposes, lawful bases, recipients, retention and rights. An agency appointment is not blanket consent to every optional product, marketing disclosure or supplier switch. We give the required information and use the appropriate basis for each purpose.

Nationality and immigration status are personal data but not inherently special-category data. If information also reveals an Article 9 category under the UK GDPR, the appropriate additional condition is needed. Biometric identification and other sensitive processing require their actual legal safeguards; a platform name does not establish them.

A subject access request may be oral or written, including by phone or email, without a special form or legal terminology. We handle requests for processing for which we are responsible within the applicable time rules, explain a lawful restriction and help identify a separate provider controller where relevant. A blanket GDPR ban on giving applicants their own reference data is incorrect.

Landlords and agents must comply with the data-protection rules for their actual activities. A controller pays the ICO fee unless exempt; use the ICO self-assessment. An exemption does not remove other duties. Where HWJ actually acts as your processor under the new agreement, section 14 and the completed Schedule 4 govern that work, including authorised providers, safeguards, assistance and

return or deletion. Independent-controller activities remain separate. Older appointments need their own applicable processor terms. We do not describe every landlord as automatically fee-liable or every fee failure as criminal.

Ask for a person if a reference, fee, repair or other material decision is disputed. James can receive messages and explain information but may make mistakes. An AI response does not amend the agreement or replace a decision requiring proper human assessment. Our privacy notice explains the actual systems, disclosures and retention arrangements.

79 Tenant contents and liability insurance

The tenant should consider suitable protection for their own belongings and liabilities, but this document does not require purchase of insurance as a condition where the Tenant Fees Act prohibits it. Landlord building insurance does not necessarily cover a tenant's possessions, and a tenant policy does not remove the landlord's duties.

If an optional product is offered through Goodlord or another provider, read the actual current insurer, policy, price, limits, excess, exclusions, cancellation and claims information. We disclose our role and relevant remuneration before a choice. A generic rating, example of cover or old leaflet is not an individual insurance promise. An accepted policy remains governed by its own terms.

80 Subject to contract and binding promises

Our normal process is to agree the tenancy and have all required parties sign it before requesting or accepting rent. Section 23 explains when rent may be requested and paid. Permitted holding and tenancy deposits follow their own rules. The label subject to contract does not remove the Tenant Fees Act 2019, a statutory right, a holding-deposit obligation, or a binding representation or other promise that the law recognises.

We record the agreed documents and relevant terms clearly. Tell us about an inconsistency so it can be checked before commitment rather than relying on a general disclaimer.

81 Amendments

We retain the actual signed agreement, applicable schedules, fee record and separately agreed property documents. For an existing appointment this includes the fixed ETC edition incorporated into it. For Standard Landlord Terms 1.5, the ETC is a separate guide. A new website edition changes neither route automatically. Replacing an existing appointment requires its recorded agreement and notice; adding another property does not replace it.

A proposed change to agreed agency fees or material obligations requires express agreement recorded in writing, at least 30 days' written notice, and any longer or later protection in the applicable agreement. Existing one-calendar-month notice and next-fee-due-date protections for agreed fee alterations remain. Silence, continued service or website publication is not acceptance.

Genuine editorial corrections that change no right, fee, service or obligation may be published in a new edition. Issued editions remain unchanged, and publication does not retrospectively alter an agreement.

Mandatory legal requirements apply when the law requires them. This is not a general power to rewrite the agreed service. This clause does not authorise us to change a tenancy agreement, impose a prohibited tenant payment or remove an existing right.

The agreement and notice requirements in this section apply to agreed agency fees, including our fee rates, fixed charges and calculation rules, and to a material change to your non-fee obligations or our agreed service. We explain any proposed change. Any agreed change takes effect only after the required advance notice and on the agreed effective date.

We cannot introduce a new charge by changing a charging unit or trigger, charging separately for an included service, or ending an agreed fee-free benefit early without your express agreement. If you do not agree, your existing fee terms continue.

Agreed calculation rules and the agreed expiry of a fee-free period continue to apply. For example, applying the same agreed percentage to a different amount of rent actually received is not a change to the fee rate.

If the statutory VAT rate rises or falls, your agreed VAT-inclusive agency fee percentages and fixed charges remain unchanged unless you expressly agree otherwise under this section. We account for VAT at the rate that applies to the supply, within the agreed total; the division between VAT and our fee before VAT adjusts instead. Percentage fees continue to use their agreed calculation, such as 10% including VAT of qualifying rent actually received.

Contractors' quotations and other third-party costs are separate from our agency fees. They remain subject to the authority, funding and approval arrangements in your agreement.

Each new edition is published with an accurate change summary. We keep the original editions available at harveywjames.com/essential-terms.

We explain a required legal change with its scope and operative date. A change record distinguishes an editorial correction, current legal requirement, proposed future rule and a contractual change. We do not backdate a notice or rely on an archive summary to withdraw an already binding service promise.

82 Correspondence and formal notices

Use the address and email in the signed instruction for formal landlord/agent notices and tell us if your contact details change. We acknowledge receipt and state the calculated end or effective date. Contact us if an acknowledgment does not arrive so that delivery can be checked. A delivery or read receipt does not amount to acceptance of a proposed change. We do not treat a failed email as received merely because it was sent.

The rules for a tenant's statutory notice are separate and are not restricted by a landlord/agent communications clause. For notice counting, use calendar months, working days or calendar days exactly as the relevant clause requires. Publication date, issue date and the date a term applies to a client are recorded separately.

Legal notices must meet the applicable statute, contract, permitted service route and proof requirements. Email may be agreed for some notices, but this paragraph does not make it valid for every notice or require a tenant's statutory notice to use a single HWJ channel. A routine repair message is different from a notice ending a tenancy or appointment.

We retain the notice, delivery evidence and calculated date and explain a disagreement promptly. An internal administrative acknowledgment does not silently vary the served notice or a mandatory time limit.

83 Post received at the property

Provide a current forwarding contact and arrange redirection of personal post where needed. Tell us about property correspondence relevant to an instructed service. We forward received landlord bills as Section 64 explains, but do not guarantee interception or redirection of every item delivered to the property. Any separately requested postal service must have an agreed scope and price; no unlisted fee is created here.

84 Responsibility and third parties

We carry out the work we agree to undertake with reasonable care and skill. Delegated authority does not excuse a poor decision or remove accountability. Tell us about a concern so that we can investigate, explain our action and put a service failure right where appropriate. Notice to leave is not your only remedy.

We take reasonable care over the selection and instruction of contractors where that is our role, taking account of competence, registration, insurance, price and availability. Where you instruct a contractor directly, Section 47.2 records the allocation of work and information. A third party's appointment does not exclude responsibility for our own failure. Product cover and a contractor's separate obligations are governed by their actual terms and the applicable law, not by a general promise that everything is guaranteed.

No passage in this document excludes a liability or remedy that cannot lawfully be excluded. Our agreed responsibilities and any applicable legal rights remain relevant when assessing a third-party problem or a service failure.

Section 15 of Standard Landlord Terms 1.5 preserves responsibility for our own work and decisions and does not require you to bear the cost of our fault. An older appointment's indemnity or exclusion must be read under its actual agreed documents and applicable law. This guide does not rewrite it automatically. No signature or general business label validates an unlawful exclusion; consumer and company protections may differ.

Third-party websites and suppliers have their own terms and privacy notices. We explain who supplies the service and any relevant referral or commission arrangement before the decision. No repair-contractor commission, referral fee or invoice mark-up is taken; Section 10.3 governs the distinct qualifying supervision charge. Other product remuneration is addressed under the actual accepted product arrangement, not presumed absent or concealed by this repair promise.

85 Harvey W James contact and scheme details

Harvey W James Ltd is a limited company registered in England and Wales, company number **11169043**.

Registered and correspondence address: **1st Floor, 415 High Street, Stratford, London E15 4QZ**.

General enquiries: **info@harveywjames.com**. Repairs: **aftercare@harveywjames.com**. Complaints: **harvey@harveywjames.com**. Pet requests: **lettings@harveywjames.com** or the property manager. Website: **harveywjames.com**.

Phone: **020 3865 1500**, with a reporting service at any hour. WhatsApp James: **+44 7463 580011**. Website chat and the tenant app also accept reports. An out-of-hours reporting service is not a guarantee that every routine task is completed immediately. For immediate danger call **999**; for a gas emergency call **0800 111 999** from a safe place.

Office/key-collection hours: Monday to Friday **9 am to 7 pm**, Saturday **10 am to 5 pm**; closed Sundays and bank holidays. Empty-property viewings are normally available **9 am to 9 pm**, seven days a week, by appointment. Occupied-property visits follow Section 5.

VAT number: **407771390**. HMRC Non-resident Landlords Scheme agent reference: **NA062270**. HMRC AML registration reference: **XQ007367893452**. ICO registration: **ZA312485**. These references identify the registration; they are not a guarantee of every transaction or an extension of its legal scope.

Property Redress membership: **PRS010914**, current certificate to **3 February 2027**. Propertymark Client Money Protection reference: **C0130307**, current certificate to **30 June 2027**. Propertymark protected-agent number: **M0243538**. Current scheme certificates and the CMP Security Certificate are available on our website and free on request. Scheme cover is subject to its actual limits, conditions and exclusions; deposit protection is separate.

Information about our current professional-indemnity cover is available on request. The privacy notice and complaints procedure are published on our website.

Appendix A Full fee tariff

Appendix A repeats the standard tariff from Schedule 1 to HWJ Standard Landlord Terms 1.5, prepared 8 November 2026. The completed property instruction records the agreed management rate. Schedule 1 controls other standard prices for that route, while binding promises and statutory rights remain protected. The landlord is the payer unless the row expressly identifies the tenant. We correct discrepancies; a priority statement does not justify a hidden charge.

The management percentage applies to rent actually received. A repair fund is client money, not a fee. A tenant is not liable for a landlord service charge merely because a row appears here. Included services cannot be charged again under another label. Services with a written-quote requirement do not become chargeable before agreement. Section 9.3 explains how due charges are deducted or invoiced.

For minor shopping or fitting and bespoke licensing or floorplan work without an agreed fixed tariff, we first agree the work, its price or calculation and any supplier costs in writing. Genuinely additional HWJ staff work uses Section 67.1 where that rate is agreed for the service. Ordinary management and work already included in another fee remain included. A description such as extra work does not itself authorise a charge.

ID	Service	Price	When it applies
TAR 01	Full Management — sole agency	Agreed gross rate in Instruction C, normally 10% including VAT of rent actually received	No fee on unpaid rent or insurer payments. Earlier arrears use their rent-period rate. Sections 9 and 11 govern advance rent, cut-off and credits.
TAR 02	Full Management — agreed multi-agency	Agreed gross rate in Instruction C, normally 10% including VAT of rent actually received	Written multi-agency agreement required. No fee on unpaid rent or insurer payments. Earlier arrears use their rent-period rate. Sections 9 and 11 govern advance rent, cut-off and credits.
TAR 04	Annual routine condition inspection	£60 including VAT	On request. Reminders are free, normally every six months. Report within 14 days. Price of a further visit in the same year not set yet; nothing charged unless agreed with you in writing first. An inspection actually included in the agreed property terms is honoured on those terms, including any limit on how often or for how long.
TAR 05	Vacant-property inspection	£60 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 06	Deposit-dispute preparation	£54 including VAT for up to three hours; then £18 including VAT/hour for actual extra time	Disputed deductions AND actual preparation; approval before exceeding three hours; no fee if no dispute or no preparation. New work after appointment needs separate acceptance.
TAR 07	Additional HWJ staff work	£18 including VAT/hour, actual minutes; no minimum or upward time blocks	Genuinely additional work agreed separately; preserve free allowances and included work.
TAR 08	Time-based key collection/drop-off	£18 including VAT/hour for actual task and reasonable travel minutes	Separate instruction and estimate beforehand; fair allocation of shared journeys; no commuting, unrelated errands or duplicate charging.

ID	Service	Price	When it applies
TAR 09	Attendance and waiting	£39 including VAT includes reasonable travel and first 30 minutes at property; then £18 including VAT/hour for actual extra attendance	Separately agreed extra visit; estimate beforehand; no separate travel charge. 1h at property £48; 2h £66; 5h £120.
TAR 10	Qualifying project supervision	10% including HWJ VAT of contractor charges excluding contractor VAT	Only works over £800 including contractor VAT needing coordination/supervision; exclusions and opt-out in Section 10.3. No higher rate for larger projects, including works above £10,000.
TAR 11	Inventory and accompanied check-in condition report	Studio/1 bedroom £125; 2 bedrooms £135; 3 bedrooms £155; 4 bedrooms £175, all including VAT	Standard report arranged before letting; landlord pays the disclosed report charge; includes meet-and-greet and smoke-alarm test; an applicable carbon monoxide alarm check is not omitted (Section 45). Ordinary management move-in handover is included; do not invoice it twice. Larger or unusual properties need a prior quote.
TAR 12	Check-out report	Studio/1 bedroom £108; 2 bedrooms £118; 3 bedrooms £138; 4 bedrooms £155, all including VAT	Landlord pays at check-out when commissioned. Larger or unusual properties need a prior quote.
TAR 13	Legionella assessment	£108 including VAT; £48 including VAT when added to an inventory report	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 14	New-build developer handover and key collection	£95 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 15	Hand-delivered notice	£60 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 16	Insurance-claim photographs and home visit	£60 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 17	Landlord key duplication service	£18 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 18	Landlord key posting service	£18 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 19	Selective/additional licensing application service	£95 including VAT. Council fees are separate	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 20	Bespoke licensing/floorplan or minor shopping/fitting work	Written quote agreed before work; £18 including VAT/hour only where that extra staff basis is agreed	We agree the scope, purchases, supplier costs and any extra staff charge in advance. Included work stays included. Ordinary marketing and a standard floor plan remain included.

ID	Service	Price	When it applies
TAR 21	Statutory declaration service	£49 including VAT	Includes signing before a solicitor, the solicitor's witnessing signature and posting to the tenancy deposit provider where applicable. Separate instruction; no additional solicitor-signing or postage charge for this package.
TAR 22	Witness attendance at court	£120 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing.
TAR 23	Non-branded digital marketing files	£95 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing. Ordinary marketing remains included.
TAR 24	Optional non-repair bill payment	First payment free; subsequent charge £10 including VAT per payment	Your written payment instruction identifies the first-free allowance before any charge. We check the payee, property, amount and apparent duplication.
TAR 25	Utility/account coordination	£18 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing. The first 15 minutes of standard issue resolution are included.
TAR 26	Subletting registration form/payment service	£28 including VAT	Amount only. No charge unless we first confirm in writing what it includes and how it is charged, and you then instruct it in writing. Any external charge is identified separately.
TAR 27	Non-resident Landlords Scheme quarterly return	£125 including VAT per HMRC quarterly return where withholding is required	Only while withholding is required. Arises at the quarter's end; none for a quarter ending after management ends. Already due sums are settled separately. Section 66.
TAR 28	International transfer	£18 including VAT per instructed transfer	An instructed transfer during the appointment. Identify bank/currency costs first. No new charge or HWJ deduction for forwarding money received after management ends.
TAR 29	Contractors, certificates, cleaning, repairs, specialist hearings and other third-party work	Agreed supplier quotation at cost, without HWJ mark-up	Authority/funding apply; any separately eligible supervision fee is disclosed under Section 10.3.
TAR 30	HWJ appointment cancellation/no-show	No separate fixed HWJ fee	Only an authorised, unavoidable supplier cancellation cost on the basis in Section 58. HWJ absorbs its own lost staff time.
TAR 31	Withdrawal, overlapping introduction or unfinished-year balance	No separate HWJ fee	Section 43.1/Section 11; does not cancel a binding tenancy or an independently authorised supplier obligation.
TAR 32	Weekly vacant-property programme, product premiums or another bespoke service	Separately agreed scope and price	No automatic monthly void-management fee, 12% void-works charge, insurance premium or new product fee.

ID	Service	Price	When it applies
TAR 33	Repair fund	One week's rent — client money, not an agency fee	Monthly rent ×12÷52; funding and spending authority are separate; Section 10.2/Section 47.5.
TAR 34	Tenant-requested qualifying tenancy change	Tenant payer: £50 including VAT total per qualifying transaction	Only a legally permitted tenant-requested variation/assignment/novation; HWJ absorbs excess. No landlord top-up.
TAR 35	Late payment of a properly due undisputed invoice	Simple annual interest: four percentage points above Barclays Bank plc base rate	Whole days only, from the day after the 14-day invoice due date. No interest on a genuine dispute. Stops at payment or the exact end of management, whichever is earlier. Terms 6.6.
TAR 36	Recovery costs	Reasonable evidenced third-party costs only	Only lawfully recoverable costs incurred before management ends. No HWJ collection fee and no new recovery cost afterwards.
TAR 37	Interest actually earned on client money	Retained by HWJ subject to law and scheme rules	Tenancy-deposit interest follows its own rules. Does not permit delaying remittance or any HWJ deduction from later money. Terms 6.9.
TAR 38	Letting, re-letting, set-up, renewal, rent review and ordinary marketing	Included; no separate fee	Includes standard referencing, tenancy preparation and ordinary floor plan. Supplier reports and expressly priced extras remain separate.
TAR 39	Deposit protection and normal deduction negotiation	Included; no separate fee	Disputed-paperwork preparation alone has TAR06's limited price. No duplicate billing.
TAR 40	Ordinary rent-protection claim administration	Included where cover applies	Actual product cover must be confirmed. No management percentage on the insurer's payment.

Appendix B Your property documents

New landlord, no concession: use the standard agreement and completed property instruction. Full Management, the agreed rate and applicable Schedule 1 services apply without any promotional document.

Additional property: complete a separate property instruction and rate. This does not change an existing property's agreement, notice or benefit. Where several properties are instructed, record each clearly.

Existing HWJ property: replacement requires express agreement. Schedule 2 of Standard Landlord Terms 1.5 identifies the earlier documents, explained changes, preserved rights, required notice and effective time. Continuous management does not create a new tenancy, marketing minimum, fee cut-off or duplicate charge.

A concession exists only on its separately agreed terms. Record its exact property, rate, benefit, duration and document reference. Each property needs its own identified agreement. Removing promotional material from this guide does not withdraw a benefit already granted. The standard appointment remains usable when a public promotion closes.

Schedule 3 of the standard Terms has a separate text box for any additional agreements for the property. The completed and signed page identifies the arrangements, scope and effective dates; it changes only the matters expressly stated. Keep it with your completed Terms, fee schedule, selected product documents and other agreed property documents. Contact us about a discrepancy before signing. This appendix is a guide to the paperwork, not a new promotion or a replacement contract.

Appendix C Cancellation form

Complete and return this form only if you wish to cancel the agency service contract during an applicable cancellation period. You may instead send any other clear cancellation statement. This is not a tenant notice ending a tenancy or a substitute for an ordinary management termination notice.

To Harvey W James Ltd, 1st Floor, 415 High Street, Stratford, London E15 4QZ; info@harveywjames.com.

I/We* hereby give notice that I/We* cancel my/our* contract of sale of the following goods*/for the supply of the following service*.

Service and property: _____

Ordered on or agreement date: _____

Name of consumer or customer: _____

Address: _____

_____

Signature, only if this form is notified on paper: _____

Date: _____

* Delete as appropriate. Section 11.8 explains cancellation. Outside that period, Section 11.7 and any separately agreed earlier exit apply. This agency agreement supplies services; the form does not end a tenant’s tenancy.