HARVEY W. JAMES
LETTINGS AND PROPERTY MANAGEMENT

Landlord Terms of Business

Harvey W James Ltd • Full Management in England

Edition 1.6 • Standard agreement for completion • 9 November 2026

These standard Terms apply to the property named in your instruction. Use them for a new landlord, an additional property or an agreed replacement of an existing HWJ appointment. They contain the property form, full Terms and fee schedule. No promotion is included automatically. A separately agreed property voucher or other concession is supplied as a separate document.

Experienced management with clear accountability

Full Management is designed to take the everyday work of letting off your shoulders. You appoint us to use our judgement, organise the work and explain our decisions. We consider price, quality, timing, the condition of your property and the tenant's experience together. A sound decision today should also support the next letting.

Within the authority you give us, we make routine decisions and keep you informed. You can question a decision or ask us to explain our reasoning at any time. We remain responsible for carrying out our work with reasonable care and skill. If the service is no longer right for you, you can end it under section 17.

Your main terms at a glance

Full Management fee	Our standard rate is 10% including VAT of rent actually received. Your completed Instruction C records the management fee for your property. See section 6 and Schedule 1.
Included	Letting, ordinary marketing, referencing, tenancy preparation, rent collection, routine repairs coordination, compliance administration and annual rent review. Ongoing service-charge and ground-rent account management is not included; optional help follows section 5 and Schedule 1.
Your property instruction	Each property has its own recorded rate and instruction. An existing appointment is replaced only by express agreement using Schedule 2. Instructing another property does not change the terms for your other properties.
Repair decisions	We act within the recorded spending limit and available funds. We normally tell you what we will do and why before booking. Above the limit we need written approval, except for proportionate emergency action. See section 7.
Leaving	Normally three calendar months' written notice once we manage a tenancy, or one calendar month if vacant and unlet when notice is given. Marketing and cancellation rights have their own rules. An expressly agreed earlier exit remains available. No exit or continuing Let Only fee. See sections 17 and 18.
Later rent	Rent clearing at or after management ends is forwarded within three working days, with no HWJ deduction, including earlier arrears. Required tax withholding and legal restrictions are separate. See section 17.

Our Essential Terms and Charges (ETC) is available as a separate service guide. For this agreement it is not incorporated as an additional contract document. Section 19 explains how earlier promises and existing signed agreements are protected.

Read the guide at harveywjames.com/essential-terms

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Find your way through the agreement

The completed property instruction and applicable schedules travel with these Terms in one signing pack. Use the links below or the PDF bookmarks.

Your property instruction and signatures 3

1 The service you appoint 6

2 What we need from you 6

3 Finding a suitable tenant 7

4 Tenancy documents and checks 8

5 Collecting rent and keeping you informed 9

6 How charges work 11

7 Using our judgement within your authority 12

8 Access and appointments 13

9 Keeping the home safe 14

10 Protecting money and pursuing fair claims 15

11 Between tenancies and possession work 16

12 Non-resident landlord tax 16

13 Rent and legal protection 16

14 Data protection 17

15 Responsibility for the service 18

16 Contact and complaints 18

17 Your notice and exit rights 19

18 Your right to cancel 21

19 The documents and future changes 21

Schedule 1 Fees 23

Schedule 2 Continuing an existing appointment 27

Schedule 3 Additional agreements for this property 28

Schedule 4 Processing on your behalf 29

Model cancellation form: end of section 19. Reading a blank copy does not appoint us. Complete the property facts and agreed choices before signing.

Your property and owners

Instruction A Who appoints us

Staff complete this form before sending it for signature. Each legal owner signs, or a representative signs with written authority for that owner. An approvals contact is not automatically authorised to sign for an owner.

Property address and postcode	
Owner 1 full legal name or company name	**Owner 1 email**
Owner 1 correspondence address	
Owner 2 full legal name or company name	**Owner 2 email**
Owner 2 correspondence address if different	
Telephone	**HWJ property contact**
Company number if applicable	**Representative name and role if applicable**
Further owners or signing authority document reference if applicable	

Example of authority evidence: a company authorisation, or a written power of attorney checked for this transaction. Use an attached continuation in Schedule 3 for additional owners and their signatures.

Landlord address in England or Wales for service of tenancy notices
Approvals contact name and email if different from the owner

This person may give the tenancy and repair approvals described in these Terms, within any recorded restriction. Formal notices still go to everyone entitled to receive them.

Instruction B The letting

Property status
☐ New letting ☐ Tenancy already in place

Available from or agreed takeover date	**Agreed advertised or current rent**
Rent payment period	**Bedrooms and furnished status**
Existing tenancy date and document reference if taking over	

Example: £1,950 per calendar month, two bedrooms, furnished. For an existing tenancy, record its current details without creating a new tenancy. A continuing HWJ appointment uses the separate transition record in Schedule 2.

Give payment instructions through our separate verified bank-details process. Bank details are deliberately kept out of the public reading copy.

Your service and property choices

Instruction C Staff record what has been agreed

Agency basis
☐ Sole agency ☐ Multi-agency agreed by HWJ

Sole agency means HWJ is your exclusive letting agent while that appointment continues. The marketing minimum is four weeks in total, including the two weeks' notice. Multi-agency means another agent may market too. Section 17 gives the full rules.

Agreed management percentage including VAT	Rate applies from if later than appointment

Our standard management fee is 10% including VAT of rent actually received. Staff complete the fee box before sending this agreement for signature. VAT is not added again.

Repair fund to hold as client money	Spending limit per connected job including VAT

Standard entry: one week's rent for each amount. Monthly rent × 12 ÷ 52, to the nearest penny. At £1,950 a month each is £450. The fund is available money. The limit is authority to commit it. Section 7 keeps these separate.

This property instruction
☐ First property with HWJ
☐ Additional property with HWJ
☐ Replacing this property's existing HWJ terms

Use the same standard Terms in every case. For a replacement, complete Schedule 2 and preserve existing benefits. A promotion is granted only in a separate property document; being a new landlord or adding another property does not itself grant one.

Tenant deposit arrangements
☐ Cash deposit ☐ Cash deposit or optional Reposit

Cash is the standard protected deposit. Reposit is an optional alternative the tenant may choose only after we have agreed it with you and supplied its actual terms. Selecting it does not force a tenant to buy it or guarantee a level of cover.

Reposit document version and remuneration disclosure if selected

Rent and legal protection
☐ No cover arranged by HWJ ☐ Cover agreed with documents attached

This is an optional product for specified rent or legal risks. It is separate from the management service and is not a promise that rent will always be paid. Only select cover after the provider, price and actual policy or service terms have been supplied and agreed.

Protection provider product version price and cover confirmation

Special property agreement
☐ None ☐ Schedule 3 completed

Schedule 3 provides a separate page for any additional agreements for this property. Complete its text box only where an arrangement has been agreed. Otherwise select None. Routine management uses the standard terms.

Your documents and signatures

Instruction D Check the complete pack

These Terms and Fee Schedule 1 apply to every instruction. Schedule 2 records an agreed transition for a property we already manage; it is not needed for an additional property. Schedule 3 records additional agreements for this property. Section 14 and Schedule 4 apply where we actually process data on your behalf. Any separately agreed property voucher and selected product documents must be identified below and supplied with the signing pack.

Attached documents with exact titles versions and dates

List any separate property voucher or preserved benefit, selected product documents, extra-owner page and Schedule 4 provider list. Write “None” where none applies. A website link alone does not replace a required fixed attachment.

Instruction E Cancellation and early start

How this agreement was arranged
☐ Entirely by phone email or online
☐ In person away from our office
☐ Arranged and signed at our office
☐ Another route described below

Other signing route or relevant details

Cancellation information supplied on	**Supplied by paper or agreed email**

Section 18 explains the 14-day cancellation right. The whole signing journey matters. For this agreement we also give that right to other landlords unless it was both arranged and signed at our office. Signing alone does not ask us to start early.

☐ Owner 1 or authorised representative: I expressly ask HWJ to begin during the cancellation period. I understand the payment rules in section 18 and that full performance ends my cancellation right.

☐ Owner 2 or authorised representative, if applicable: I make the same early-start request.

Only the relevant landlord or authorised representative selects early start. Leave these boxes unticked unless requested. Obtain the request from every owner or someone authorised by them all.

By signing, you appoint HWJ and agree to pay the management fee recorded in Instruction C and the applicable charges in Schedule 1, subject to these Terms and any separately agreed property concession. The completed instruction and identified schedules and attachments form your agreement. We accept by signing. You confirm that your information is accurate to the best of your knowledge and that you have authority to appoint us. Reading this blank copy creates no appointment.

Owner 1 or authorised signatory name signature and capacity	**Date**

Owner 2 or authorised signatory if applicable	**Date**

For Harvey W James Ltd name and signature	**Date**

Appointment and your responsibilities

1 The service you appoint

1.1 We provide one service, Full Management, for property in England. It includes finding a tenant and managing the tenancy. For a new property appointment, we accept when both sides have signed; day-to-day management starts on the agreed start or takeover date, subject to section 18. For a property we already manage, these Terms take over only under the completed transition in Schedule 2. A second property is a separate instruction and does not restart or replace the first property's appointment.

1.2 We use our experience to make decisions within the authority you give us. Our aim is to protect your property, deal fairly with tenants and support a successful letting over time. We explain the reason for a recommendation, including where speed, quality or reduced disruption justifies a higher price. We also pursue a tenant's properly evidenced responsibility for damage or unpaid rent. Good tenant service does not mean accepting every tenant demand.

1.3 Routine updates do not turn an authorised task into a request for permission. You remain entitled to ask questions, challenge our reasoning and give lawful instructions. We seek your express approval where the agreement requires it. More detailed reporting does not itself change our authority or create an extra fee.

1.4 Our appointment covers the property and interests described in your instruction. We contact a freeholder, managing agent, warranty provider or communal-system operator when a problem is theirs to resolve. This does not appoint us to manage the whole building or areas outside your letting.

1.5 Full Management covers the letting and tenancy work described in this agreement. It does not automatically include management of your service-charge or ground-rent accounts, personal post and errands, private disputes between housemates, technical surveys or professional legal and tax advice. Ordinary tenancy questions, repairs, safety coordination and the other expressly included work remain included. We identify and agree any additional service before undertaking it; a specific service already promised remains protected by section 19.

2 What we need from you

2.1 Give us identity, address and ownership evidence for each owner, together with the authority of anyone signing or giving instructions for you. For a company or other entity, give us its registration, ownership and authorised representative details. Tell us about changes promptly.

2.2 Obtain the lender, leaseholder, freeholder, co-owner, insurer or other consents needed to let. Give us relevant restrictions, building rules, planning conditions and licensing information. Tell us about any banning order, enforcement notice, restriction on re-letting after possession, or other reason the home cannot lawfully be let.

2.3 Keep suitable property and contents insurance, including any required cover for an empty property. Give us its relevant conditions and renewal details. Provide funds for authorised work and respond promptly when a decision remains yours. Tell us if you will be unavailable and nominate someone who can give the necessary approval.

2.4 Provide a usable address in England or Wales for tenancy notices, accurate contacts and available equipment instructions. Supply a working key set for each individual tenant and a retained agent set, subject to building restrictions and any specifically agreed arrangement. Provide access-device information and hand over the home clean and ready for occupation. Arrange redirection of your own post; routine collection or forwarding is not included.

2.5 We carry out the checks required for our appointment, including identity, sanctions and any applicable anti-money-laundering checks. We may need further evidence about ownership or funds. Being politically exposed is not by itself a reason to reject a client. Where the law requires a hold, report or restriction, we follow it and explain what we lawfully can. You must not ask us to discriminate, conceal information or act unlawfully.

3 Finding a suitable tenant

3.1 We inspect or assess the property, recommend an asking rent and explain the evidence behind it. You approve the advertised rent. Our assessment is a professional opinion given with reasonable care, not a guarantee of the rent or time to let.

3.2 Ordinary marketing includes our home visit and valuation, professional photographs, a 360-degree tour, a floor plan, advertising on appropriate major portals, enquiries and accompanied viewings. We arrange a landlord and applicant meeting when requested and give online access to available property records and statements. We choose appropriate channels and share useful feedback. Tell us about restrictions on boards, photography or access. We use a letting board only where permitted. Any separately requested non-branded marketing files follow Schedule 1.

3.3 We check the information and documents needed at the relevant stage, explain gaps and arrange work within our authority. We pause marketing or letting if a requirement applying at that stage is unmet. We do not treat a future statutory requirement as already in force. If a gap cannot be resolved, ending the appointment follows section 17.

3.4 Where the rental-bidding rules apply, we publish a specific asking rent and do not invite, encourage or accept offers above it. A change to the advertised rent needs your written approval and must be made lawfully and transparently. We assess applicants fairly on relevant evidence and do not apply unlawful exclusions because of children, benefits or protected characteristics.

3.5 We recommend an applicant after suitable affordability, referencing and other relevant checks. Standard referencing of tenants and guarantors is included. We share the information you reasonably need to decide, subject to privacy and reporting duties. We explain any adverse result or condition. References reduce risk but do not guarantee payment or behaviour. If you ask to proceed against a recommendation, we record that instruction and explain relevant consequences, including possible loss of optional cover.

3.6 Where the Tenant Fees Act applies, a holding deposit cannot exceed annual rent divided by 52, rounded down to the penny. We accept only one holding deposit at a time for the same proposed tenancy and check that another agent is not holding one. The usual agreement deadline is 15 calendar days, unless changed with the applicant in writing. We handle repayment, permitted retention, reasons and deadlines under the Act. A holding deposit is not an HWJ withdrawal fee. Any holding deposit lawfully retained is paid to you in full; we keep no part as our fee. The receipt day counts as day one of the normal deadline. Required refunds and written retention reasons are provided within the applicable seven-day period.

3.7 We negotiate within your instructions. Before entering a tenancy on your behalf we must hold written approval of the applicant, rent, start date, deposit and tenancy type from you or your authorised approvals contact. A telephone approval needs written confirmation. We may settle minor details consistent with that approval, but a material change needs fresh approval. Repair authority does not authorise us to grant a tenancy.

3.8 That signing authority ends with our appointment or when withdrawn. During multi-agency notice, section 17.3 limits new commitments. We observe the document’s signing formalities. A tenancy already made remains binding even if you later end our agency appointment.

4 Tenancy documents and checks

4.1 Standard tenancy preparation and move-in arrangements are included. We use an agreement suitable for the actual tenancy. Current private assured tenancies are generally periodic. A company letting or a tenancy affected by transitional rules needs the appropriate treatment. Any separately requested bespoke drafting is scoped and priced before you instruct it.

4.2 We provide and retain evidence of the documents the law requires, including the written information required before a new assured tenancy is entered into. We record the document version, recipients, date and delivery method. For an existing tenancy we check whether the Renters' Rights Act Information Sheet, a written statement for an oral tenancy, or saved notice provisions apply. A link to our own guide does not replace a prescribed document.

4.3 We request and accept rent only at the time and in the amount permitted by law. For a tenancy within the post-May 2026 rules, we do not ask for, encourage or accept rent before all parties have entered the tenancy. Between signing and the start, the permitted initial-rent limits apply. Our policy is to accept no more than the permitted initial rent before the tenancy starts, even if offered: normally the first month for monthly rent, or no more than the first 28 days for more frequent rent. After the tenancy starts, a tenant may choose to pay early, but we do not ask them to. We do not demand extra advance rent to secure a letting.

4.4 You appoint us in writing to carry out the prescribed initial Right to Rent checks and any follow-up checks falling due while we manage, keep the required evidence and make required Home Office reports. This includes all adult occupiers within the scheme. It is included in Full Management. Tell us about all occupiers and any relevant change. We use the lawful checking method for the person concerned and apply it without unlawful discrimination.

4.5 We record the check date and keep the required evidence securely for the tenancy and at least one year afterwards, or longer where lawfully required. We record follow-up dates. If a required follow-up shows a loss of the right to rent, or the occupier does not co-operate, we make the required report as soon as reasonably practicable and within the deadline for retaining the statutory excuse, and tell you. Reporting does not itself end a tenancy.

4.6 At handover we pass on the records and future check dates needed by you or the next agent, subject to data law. We retain the evidence needed for our own compliance and complete reports already due while we were responsible. Future checks and reports then pass to you or the new agent.

4.7 We arrange an independent inventory and condition report for a new letting at the Schedule 1 price, unless you expressly instruct otherwise after we explain the evidential risk. We arrange and record the required smoke and carbon monoxide alarm checks at the start of the tenancy. The ordinary move-in is included. Separately commissioned attendance is charged only as Schedule 1 allows.

4.8 For a takeover, supply the existing tenancy, rent ledger, deposit records, safety and licence documents, Right to Rent records and evidence of information already served. We identify gaps, arrange the steps allocated to us from takeover and tell you about earlier defects. Taking over does not make us responsible for an earlier failure, but we remain responsible for our own work in addressing it. We verify payment details and tell tenants who manages the home.

5 Collecting rent and keeping you informed

5.1 We collect and chase rent, keep a ledger and deal with everyday tenant questions. We notify you of a missed payment within one working day and identify amounts more than seven days late even if later paid. We explain the next step and keep records for any claim. We cannot guarantee collection, but remain responsible for the follow-up we have undertaken.

5.2 We transfer cleared rent within three working days of clearance, less the fee and authorised deductions. Payment within 24 hours is usual, not guaranteed. Working days exclude Saturdays, Sundays and English bank holidays. We send an itemised monthly statement and annual summary. Additional copies and copies for an accountant you authorise are included. We verify new bank details through a separate channel. Any different agreed payment arrangement is recorded in Schedule 3.

5.3 We review the rent annually and advise you on evidence of market rent. Where you instruct an increase and section 13 of the Housing Act 1988 applies, we prepare and serve the correct current notice, generally Form 4A for a private assured tenancy. We check saved notices and the statutory timing and frequency limits, including the usual two months' notice. We use the correct route for other tenancy types. We do not propose more than the market rent supported by our evidence, and we give you and the tenant a suitable summary of that evidence. Routine review, notice preparation and evidence for a rent-increase challenge to the First-tier Tribunal are included. Separate representation or attendance needs an agreed scope and price.

5.4 We acknowledge a pet request within two working days, explain the relevant lease and legal requirements and obtain your decision. Where section 16A applies, we communicate the written response within its 28-day period or a lawful extension. Consent cannot be unreasonably refused. You must give instructions in time. We do not charge a pet fee or treat silence as your approval of a pet.

Bills and account responsibilities

5 Everyday management continued

5.5 We notify the known existing utility suppliers and council about move-in and move-out and provide available meter readings. We may use Goodlord for these notifications. This authority does not allow us to switch the energy supplier. We receive no payment for these notifications. Goodlord's privacy information is available at goodlord.co/privacy-policy.

5.6 A property-bill payment needs your written instruction and our written acceptance. We confirm the bill, due date, available cleared funds, intended payment date and applicable charge. We check the payee, property, amount and apparent duplication, raise unexpected or disputed items, and tell you promptly if information, funds or timing prevents completion. The first payment is free under the allowance recorded in the instruction; later instructed payments are £10 including VAT each. No annual or tenancy reset is implied. We promptly forward landlord bills we actually receive where payment is not instructed. Paying a bill is administration, not an audit or legal opinion on the demand. Clauses 5.8 and 5.9 define the separate account responsibilities.

5.7 We communicate progress, delays, bookings, completion and costs. We record repair reports and give the tenant a reference, next step and timing. When we update you about a reported repair, we also update the tenant with relevant progress and any actual response deadline, without disclosing private advice unnecessarily. If a promised update changes, we explain and provide a revised date. Normal questions, necessary updates and complaints do not trigger additional-work charges. We use an appropriate further contact method when written chases do not resolve an issue.

5.8 You remain responsible for receiving and checking your service-charge and ground-rent demands, monitoring due dates and instalments, arranging payment and deciding any dispute. We do not routinely obtain missing demands, monitor those accounts, review the block's accounts or challenge charges. Ordinary liaison with building management about a repair or tenancy issue remains included. Being copied into correspondence, forwarding a demand or making one payment does not appoint us to manage the account or future payments.

5.9 Additional account administration, such as obtaining a breakdown or chasing an explanation or correction, requires a separately agreed scope, estimate or limit, and written acceptance. The rate is £18 including VAT per hour for actual chargeable minutes, with no minimum or upward rounding. The existing first 15 minutes of standard issue resolution remain included where applicable. Included notifications, forwarding, payment checks and other included work are not billed again. For an accepted account case we update you at least weekly, or every one to three days if urgent. We identify any decision or deadline that remains yours.

5.10 Your liability for the underlying bill does not excuse our failure to carry out a task we accepted with reasonable care and skill. We warn promptly if we cannot accept or complete a requested task in time. Responsibility for a late charge or other loss depends on the actual instruction, information, funds, timing, cause and law under section 15. There is no blanket transfer to you of the cost of our own fault.

6 How charges work

6.1 Our published standard management fee is 10% including VAT. The gross percentage recorded in Instruction C is the management fee for your property. It applies to rent we actually receive, including part-payments or rent from a guarantor, without charging twice. Arrears received during management use the rate for the rent period concerned. An insurer's payment is not rent for this fee.

6.2 No rent received means no management fee. There is no minimum annual charge or charge to make up a void or an unpaid month. Letting, re-letting, set-up, renewal, rent review, tenancy continuation, introduction, Let Only, withdrawal and exit fees are not charged. This also applies if you or another agent finds the tenant, or an introduced tenant stays after we leave.

6.3 Any separately agreed concession applies only to the property and rent periods it identifies. For lawful advance rent covering a later rent period, we apply that period's rate. If the period has not begun when management ends, we credit its management fee in full. If it has begun, that period's fee stands. A genuine refund of rent produces a proportionate credit of the original fee, once only. A better term expressly agreed for your property takes priority. Section 17 governs all money received after management ends.

6.4 Schedule 1 is the complete standard tariff. A listed service creates a charge only when its stated conditions are met. Where the scope or charging basis is not fixed, we confirm both before you instruct it in writing. Included work cannot be billed again as extra staff time. Supplier costs are passed on at cost without a contractor mark-up or referral fee. Any separate product remuneration is disclosed before selection.

6.5 You authorise deduction of the management fee and repair-fund retention stated here from available rent received during management. We deduct other agency fees only with your express payment authority. Otherwise we send an itemised invoice due within 14 calendar days. Each deduction appears on the statement. We do not take agency fees from a tenancy deposit or automatically use the repair fund for unrelated bills. A deduction for another property requires your written approval of that specific sum and cannot use restricted or another person's money.

6.6 A properly due, undisputed invoice carries simple interest at the Schedule 1 rate from the day after its due date, for whole days only. It stops at payment or the exact end of management, whichever is earlier. No interest runs on a genuinely disputed amount while it is being resolved. Recovery costs are limited to reasonable, evidenced, lawfully recoverable third-party costs incurred before management ends, without double recovery. We add no collection fee of our own.

6.7 If such an invoice remains unpaid 21 days after its due date, we may suspend optional non-urgent services after seven further days' written notice. Urgent safety action, statutory steps we undertook, client money and deposit protection continue. Suspension does not end the appointment.

6.8 Our prices include VAT. An agreed gross agency price stays the same if VAT changes, unless we expressly agree a change with you. A proposed fee change requires express written agreement, at least one calendar month's notice and never less than 30 days. It takes effect on the next fee due date after that notice. Website publication or continued service is not acceptance.

6.9 We keep client money separate from our own business money, maintain records and reconcile it. Any bank interest actually earned on client money held for you belongs to HWJ, except where law or applicable scheme rules require otherwise. Interest on a tenancy deposit follows its scheme and tenancy rules. This allocation does not allow us to delay a payment due to you or deduct an HWJ amount from money received after management ends.

7 Using our judgement within your authority

7.1 The normal repair fund and spending limit each start at one week's rent, recorded separately in your instruction. The fund remains your client money. We retain and replenish it from rent already received during management and show the transactions. Increasing the fund needs your agreement. Expected future rent is not available cash, and the balance of the fund does not increase our spending authority.

7.2 We assess urgency, use information already available and obtain further details where needed. We check relevant warranties and building or communal-system responsibility. A warranty refusal or missing photograph must not leave an emergency unresolved. We use the right qualified and insured specialist for the system concerned.

7.3 We seek enough price evidence to make and justify a sound decision. A straightforward £60 to £80 repair at a fair known rate need not be delayed by repeated quotations. Normally one suitable quote or checked rate is enough for connected works up to £200 including contractor VAT and within our limit. Above £200 or above the limit we normally seek two comparable quotes, and above £1,500 three. Urgency, warranty conditions, specialist work or limited availability may justify fewer. We record the reason.

7.4 We compare the scope, parts, competence, price, availability and tenant disruption. The cheapest quote is not automatically best value. We provide the quotes obtained with our recommendation and explain our choice. This is our assessment of the right course, rather than leaving you to assess the contractors for us. Paid diagnosis is identified separately from repair, including its cost and whether any diagnostic charge will be credited.

7.5 Within the agreed spending limit and with funds available, we choose and instruct routine repair and maintenance work. We normally explain the issue, work, price and reason before booking, or promptly afterwards if speed is needed. We use the authority already granted by this agreement. No routine 24-hour or 48-hour reply period applies. 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 the affected instruction, discuss the consequences and clarify the next step. We do not treat an objection as silence. Existing supplier commitments and necessary lawful emergency action are considered separately.

7.6 The limit covers the whole reasonably foreseeable connected job, including VAT, diagnosis, call-out, labour, materials and any applicable agency fee. We do not split a job to avoid it. A material change requires a fresh assessment and explanation. Above the limit we obtain written approval before committing, except under clause 7.7. Capital improvements also need written approval. A recorded special approval arrangement in Schedule 3 takes priority.

7.7 An emergency authorises reasonable and proportionate action needed to remove an immediate danger, prevent serious damage or meet an urgent legal duty. We do not delay necessary make-safe action for quotes or an ordinary approval request. We seek contact promptly, obtain director involvement where practicable and record the reasons and cost. This is not unlimited authority for permanent improvements or a general right to override a refusal. Once the immediate risk is contained, ordinary approval rules resume.

7 Repairs continued

7.8 We do not lend money or promise to fund work ourselves. If funds are short, we explain the shortfall and seek a top-up, direct payment or a workable alternative. We request the money before instructing work over £1,000, or work of any size if rent has been late twice in the last six months or is in arrears. Otherwise, a written payment arrangement may reflect the next rent date and contractor terms, without requiring us to advance money or spend unavailable client funds. For an emergency we also contact emergency services or building management as appropriate and take the reasonable steps available to reduce the risk. Funding and liability disputes do not excuse abandoning a safety report.

7.9 We check reports and invoices against the instructed work and seek evidence of completion. We ask the tenant whether the fault is resolved and investigate a reported failure. Two unanswered completion chases may support administrative closure only where the evidence supports completion. They never certify safety, waive defects or prevent a later genuine report. We seek rectification and dispute unsupported invoice amounts consistently with the contractor's agreed payment terms.

7.10 You may nominate a contractor. We check suitability, qualifications and insurance and record scope, timing, who instructs, who pays and the evidence required. Nomination alone creates no extra agency fee. We may use another suitable contractor within our authority if your nominee cannot respond to an emergency. For non-emergency changes we explain the need and obtain any required approval.

7.11 Ordinary repairs coordination is included. Project supervision has the separate, limited conditions and price in Schedule 1. We disclose it before work and charge nothing for that service if you decline it. Routine maintenance and the repair or like-for-like replacement of one item do not become a project fee simply because they are expensive.

8 Access and appointments

8.1 We agree access to an occupied home with the tenant, using availability already supplied and giving required notice. Normally the tenant, or an adult aged 18 or over whom the tenant names in writing, is present throughout. Both the contractor and tenant must agree before we describe a slot as confirmed. This applies to staff, contractors and viewing providers.

8.2 A retained key, concierge, key box or notice alone does not authorise entry. Exceptional unattended access needs Harvey's specific approval, clear permission from the occupier and a recorded lawful arrangement. The landlord's instruction alone cannot replace that permission. We record key collection and return and secure the property afterwards. Emergency entry must have a lawful basis and be limited to what is necessary. We seek contact where practicable and promptly explain any emergency action.

8.3 We record failed access, offer further suitable arrangements and explain the next step to you and the tenant. Persistent difficulty may need legal advice on access. It is not recorded as a completed repair. A paid HWJ waiting visit is not a condition of a necessary repair.

8.4 We offer reasonable no-charge access arrangements for required landlord repairs. We explain any supplier cancellation terms or premium for a freely chosen exact-time or out-of-hours appointment before booking. A tenant is not required to buy a premium appointment, including to obtain a necessary repair or reasonable adjustment. A landlord pays an authorised supplier's reasonable unavoidable loss only where disclosed in advance, net of savings or refunds and not caused by us. We absorb our own lost staff time. Any claim against a tenant needs its own lawful basis and evidence. We do not add a tenant no-show fee or promise automatic deposit recovery.

9 Keeping the home safe

9.1 You remain responsible for the landlord's legal duties and funding required work. We remain responsible for the checks, tracking, arrangements, service of documents and follow-up we undertake. Full Management includes organising and tracking the following applicable requirements, including Kamma-supported licensing monitoring. We coordinate ordinary new-build snagging, warranty enquiries and liaison with building management. Supplier reports, repairs, licences and separately instructed application work have the charges in Schedule 1.

- Gas equipment and flues must be maintained safely and checked by a Gas Safe registered engineer at the required intervals, normally annually. We arrange renewal and delivery of the required record, and the smoke and carbon monoxide alarm checks we undertake at the annual gas visit.
- Fixed electrical installations need a valid report and remedial work within the required time. Inspection is at least every five years, or sooner where the report requires. Supplied electrical appliances must be safe. We do not describe a three-month PAT report as a universal legal requirement.
- Smoke and carbon monoxide alarms must meet the current rules, be checked at the start of a tenancy and be repaired or replaced when required. Supplied furniture and furnishings must meet applicable fire-safety rules.
- A required EPC must be commissioned before marketing if none is valid, made available at the legally required stage and supplied to the tenant. The applicable minimum energy standard or a valid registered exemption must be met. We do not treat a proposed future standard as current law.
- Applicable HMO, additional or selective licensing, licence conditions, water-system risk assessment, fitness and housing-hazard duties must be addressed. We check local requirements and track renewals and remedial work. Any appointment of HWJ as licence holder or manager is recorded separately with its duties, authority, costs and council requirements; ending agency management does not itself end that legal role. A routine visit does not replace a specialist assessment.

9.2 Give us existing reports and tell us promptly about council, building, insurer or tenant notices and deadlines. We explain and follow up defects, including damp and mould. Urgency is assessed against the actual risk and current duties. No standard response target in a guide can postpone necessary urgent action or a statutory deadline.

9.3 We explain new registration, redress or property-standard duties when they become applicable and help prepare the information within our management service. The landlord's required registrations and external fees remain theirs. A private-landlord database, ombudsman or future Awaab's Law requirement applies only from its relevant commencement, not merely because an Act or consultation has been published.

9.4 The annual routine condition inspection is optional, on request, at the Schedule 1 price. We normally send a free reminder every six months. A reminder, silence or refusal does not book a visit. We provide a report within 14 days after the visit. A further visit in the same year has no automatic charge: its price must be agreed before booking. We honour an inspection benefit already included in the agreed terms for the period and frequency promised.

9.5 Inspection repair findings enter the repair process. Check-out findings enter the end-of-tenancy and deposit process. Neither report automatically authorises every suggested improvement. Optional inspection choices do not remove necessary safety or licensing work.

9.6 A routine condition visit or inventory records the condition and checks within its agreed scope. It is not a structural survey, specialist equipment test or guarantee that every hidden defect or breach will be discovered. We record relevant limits and inaccessible areas and follow up visible concerns or reported hazards. This does not reduce the safety checks and follow-up we undertake under this agreement.

10 Protecting money and pursuing fair claims

10.1 We check the deposit rules for the actual tenancy and any transitional case. Where the Tenant Fees Act cap applies, the maximum is five weeks' rent below £50,000 annual rent and six weeks at or above that threshold. We calculate annual rent divided by 52 multiplied by the permitted weeks and round the final cap down to the penny. The cap is per tenancy, not per tenant.

10.2 Where protection is required, we deal with the deposit under an authorised scheme from receipt, complete protection and provide the prescribed information to the tenant and any relevant payer within 30 days beginning with receipt. Our usual route is TDS Custodial. An existing deposit may remain with its existing lawful scheme, including DPS, until properly transferred. We record the scheme and protection type and provide its details. TDS information is at tenancydepositscheme.com.

10.3 We chase missing information in time and escalate any risk to the deadline. Ending management does not remove outstanding protection duties. We do not use an unprotected client account as a general alternative. If we confirm that protection is not legally required, for example for an appropriate company let, we record why and hold the deposit in the client account under the tenancy's agreed release arrangements.

10.4 We offer Reposit only if selected in your instruction and its actual terms have been supplied and agreed. It remains optional for the tenant, with a permitted cash-deposit choice. The product documents determine cover, limits, charges, claim procedures and any payment to us. We do not import old product figures into this agreement.

10.5 We acknowledge a tenant's notice within two working days, check the lawful end date and plan the handover and re-letting. For an agreed earlier replacement process, we send the explanatory check-out form within three working days and normally advertise within three working days of agreement and readiness. Where commissioned, we provide the independent check-out report within five days of the inspection, subject to the access needed to produce it. We compare it with the check-in evidence and explain proposed deductions. Keys returned or a report completed do not themselves lawfully end a tenancy.

10.6 We pursue properly evidenced tenant responsibility, accounting for age, starting condition and fair wear and tear. We do not claim new-for-old improvement or automatically blame the tenant. We seek your instructions on proposed deductions and court action, keep the tenant informed and meet scheme deadlines. Normal negotiation is included. Dispute-paperwork fees arise only as Schedule 1 states. Ordinary safety work continues while responsibility for the bill is resolved.

10.7 We promptly submit release instructions for agreed amounts so repayment occurs within ten days of agreement or sooner where the scheme requires. The custodial scheme makes its own payment. We follow up delay. Disputed sums stay protected and follow adjudication or the applicable court process. Unrelated utility paperwork alone does not justify holding an agreed amount. If you miss a response deadline, the scheme may decide using the evidence it has. Recovery is not guaranteed.

10.8 Ending our appointment does not return a continuing tenant's deposit or release either party's obligations. We arrange a compliant handover that preserves protection. Uncollected keys remain securely held pending a lawful handover. They are not disposed of under this agreement.

Empty periods tax and optional cover

11 Between tenancies and possession work

11.1 While the appointment continues, ordinary between-tenancy administration, re-letting and repairs coordination continue. There is no separate monthly void fee or management fee without rent received. Authorised supplier work and separately chargeable services remain payable. Special vacant-property visits or prolonged supervision need an agreed scope, frequency, duration and price.

11.2 We normally aim to advertise about four weeks before availability and start viewings within 48 hours of readiness, subject to lawful access, compliance and the actual condition. These are working targets, not promised letting dates. Tell us about your empty-property insurance conditions. We arrange visits or winter precautions where instructed and funded. The standard service does not promise weekly attendance or continuous monitoring. We pass on relevant building-work notices and deadlines, seek outcomes and follow up unresolved matters allocated to us.

11.3 Ordinary arrears follow-up and instructed possession-notice and case preparation, including the rent statement and our first witness statement, are included. We check the current lawful possession route and any saved case. Specialist legal advice, court fees, representation and separately agreed attendance follow their own instructions and charges. We do not conduct reserved legal work unless authorised by law. We cannot promise a possession date or use the end of our appointment to remove a tenant.

12 Non-resident landlord tax

12.1 Tell us where you normally live and about relevant changes, including extended periods abroad. Where the Non-Resident Landlord Scheme applies, we deduct and account for tax as required unless HMRC has authorised us to pay you gross. That approval does not make the rental income tax-free. Each owner’s position is checked separately.

12.2 We keep the required records, make applicable quarterly and annual returns, supply required certificates and comply with lawful HMRC reporting requests. The Schedule 1 quarterly-return charge applies only while we must deduct tax, not merely because you have an overseas address. It arises at the quarter’s end. No charge arises for a quarter ending after management ends, although we still file a required return. A charge already properly due by the cut-off is dealt with on the closing account.

12.3 We do not provide personal tax advice. You remain responsible for your own returns and tax obligations and should use an appropriately qualified adviser where needed. Our statements and compliance records support that work.

13 Rent and legal protection

13.1 Cover is optional and separately priced. It applies only when selected in the instruction, its current product and policy documents have been supplied before agreement and the cover has been confirmed. Those documents identify the policyholder or beneficiary and govern eligibility, limits, exclusions, reporting and claims. A general website description is not confirmation that a particular tenancy is covered.

13.2 Ordinary claim administration is included where cover applies. No management fee is taken from insurer payments. Tell us promptly about events that may need reporting and follow the policy’s conditions. We do not guarantee cover or acceptance of a claim. Before handover we identify any consequence for cover or open claims. Any separate product remuneration is disclosed before selection.

Personal information

14 Data protection

14.1 Each party must collect and share information lawfully and give the relevant privacy information. Our notice is at harveywjames.com/privacy. Our role depends on what we actually do. We are a controller for processing where we determine the purposes and means, including our own legal compliance and business administration. Where we process solely on your behalf as a processor, clauses 14.2 to 14.8 apply. A joint-controller activity needs a compliant separate arrangement.

14.2 Processor work concerns letting and managing the named property for the appointment and any necessary agreed handover until return or deletion. It may include collecting, recording, storing, using, sharing and deleting identity, contact, reference, tenancy, payment, compliance, repair and related correspondence data about applicants, tenants, other occupiers, guarantors and relevant contacts. Schedule 4 records the actual activities and any additional categories or restrictions. You retain your controller rights and duties, decide the purposes and give lawful documented instructions.

14.3 As processor, we act only on those documented instructions, including for international transfers, unless UK law requires otherwise. Where permitted, we tell you before a legally required departure. We immediately tell you if we consider an instruction to infringe data-protection law. We apply the applicable lawful safeguards to transfers outside the UK.

14.4 We bind authorised people to confidentiality and apply appropriate technical and organisational security. We notify you of a personal-data breach without undue delay. Taking account of the processing and information available, we assist with individual rights, security, breach notifications, impact assessments and regulator consultation.

14.5 We engage a subprocessor for this work only with your prior written authorisation. Signing a completed Schedule 4 gives general authorisation only for its identified list. We give written advance notice of an addition or replacement and a real opportunity to object before use. We resolve a reasonable objection or agree an alternative before the affected processing proceeds. We impose equivalent applicable data obligations by written contract and remain responsible to you for the subprocessor's performance.

14.6 We provide information needed to demonstrate compliance and allow and assist reasonable audits, including inspections by you or an appointed auditor. Confidentiality and security arrangements cannot be used to prevent a legally required audit.

14.7 When the processor service ends, we return or delete the data as you choose and delete copies unless UK law requires retention. Retained data remains protected and is not reused for an unrelated purpose. Separately held controller records follow our own lawful retention duties. We retain Right to Rent evidence as section 4 requires.

14.8 We complete and supply the applicable Schedule 4 particulars and list before the relevant processing begins. We do not invent a processing role or list merely to complete a form. Routine service suppliers acting as independent controllers are identified accurately in our privacy information and relevant product documents.

14.9 We use staff and technology to organise the service, while remaining accountable for our decisions. An internal staff or AI rule does not amend your contract or give us further authority. We use non-personal market evidence where lawful. Filming or monitoring an occupied home requires a separate lawful basis and clear notice; signing these Terms does not authorise covert recording of tenants or visitors.

Accountability communication and complaints

15 Responsibility for the service

15.1 We carry out the agreed work with reasonable care and skill. We take reasonable care when selecting, instructing and following up contractors. Using a third party does not remove responsibility for our own decisions or work we undertake. We assist with a supplier complaint and provide the relevant records.

15.2 You pay properly authorised supplier costs incurred for your property. Each party remains responsible for loss caused by its own breach or negligence as the law provides. We do not transfer the cost of our own fault to you. Incorrect information, lack of funds or denied access is considered together with what we reasonably should have noticed and done about it. No blanket disclaimer removes our service duties.

15.3 We cannot guarantee a tenant's payment or conduct, a contractor's first-time repair, an insurer's decision or the outcome of a tribunal or court. If we make a mistake, we explain what happened and what we will do to put it right. Nothing excludes fraud, liability for death or personal injury caused by negligence, or another liability or remedy that cannot lawfully be excluded. This agreement sets no separate monetary cap on our liability.

15.4 If an event beyond our reasonable control delays the service, we tell you promptly, take reasonable steps to reduce the effect and resume the work. Your rights to end the appointment or seek a remedy remain available.

16 Contact and complaints

16.1 Send agency notices to info@harveywjames.com or our office address on page 1. We use each owner's email or correspondence address in the instruction. Email and hand-delivered notices count on delivery, or on earlier actual receipt that we can establish. First-class recorded post counts at 9 am UK time on the second working day after posting unless actually received earlier. A failed email is not delivery. Statutory notices and cancellation deadlines retain their own legal rules.

16.2 Send complaints to harvey@harveywjames.com or our office. Written complaints are escalated internally the same day. We acknowledge within three working days and provide a substantive written response within 15 working days. If more time is needed, we explain why and give a revised date before that period expires. If you request a final response, we issue it within ten working days of the request.

16.3 You may refer an unresolved complaint to Property Redress, membership PRS010914, under its current rules. Its information is at propertyredress.co.uk. We explain the external route in our final response. Our client-money protection is Propertymark Client Money Protection, reference C0130307. Current certificates and scheme details are available on our website. Referral is available after our final response or eight weeks from the complaint, subject to the scheme's acceptance rules and time limits. Contact info@propertyredress.co.uk or 0333 321 9418. These are separate from any future landlord ombudsman. Complaining does not remove your court or statutory rights.

16.4 Privacy complaints and requests can be sent to info@harveywjames.com. We deal with them under data-protection law and explain the ICO route where relevant. A safety report is assessed urgently through aftercare@harveywjames.com or 020 3865 1500 and does not wait for the complaints timetable.

Ending marketing or management

17 Your notice and exit rights

17.1 Sole agency means we are your exclusive letting agent while that marketing appointment continues. The appointment starts on signature. You can give at least two weeks' written notice, including during the first four weeks after marketing begins. The earliest end after first marketing is four weeks from that date. Before first marketing, two weeks' notice is enough and we do not start marketing during it. There is no charge for ending the appointment.

17.2 If no tenancy has started when sole agency ends, the agreement ends unless we expressly agree otherwise. A binding tenancy with a later start is still binding and must be handed over. No management fee is payable if no tenancy under our management has started by the appointment's end. If a tenancy starts under our management before sole-agency notice expires, ending marketing does not end management: clause 17.5 or an applicable offer or cancellation right applies.

17.3 Multi-agency is available only by written agreement. Before a tenancy starts either side may give two weeks' written notice. We may market, show and negotiate during notice unless you ask us to stop, but take no new holding deposit or make a new tenancy commitment unless both sides withdraw the notice in writing. A tenancy already entered into may start during that notice, but the notice keeps running and we hand over when it ends.

17.4 Multi-agency ends earlier if we are told or otherwise actually learn of a binding tenancy through you or another agent that we have not separately agreed to manage, or if both sides agree an earlier release. A provisional acceptance or holding deposit alone does not end it. Tell us promptly about both, so we avoid competing commitments and deposits. All appointment authority ends at the same moment. We retain only authority needed to account, protect deposits and hand over. A failed alternative letting does not restart the appointment without a new written agreement.

17.5 Once a tenancy is under our management, including an occupied takeover, you may give three calendar months' written notice at any time. If vacant and unlet when you give notice, the period is one calendar month. There is no anniversary restriction or separate minimum management term. We can agree a shorter period in writing. An earlier exit expressly agreed in a separate property document and section 18's cancellation right take priority where applicable.

17.6 We may give three calendar months' written notice, with an objective reason and an orderly handover. If difficulties can be resolved, we discuss them first. Ordinary questions, a complaint or a wish for more information are not by themselves grounds for immediate termination. Ending over a serious refusal to address safety is a director's last-resort decision. Immediate written termination is available only where continuing would be unlawful or create a serious immediate risk, with proportionate safeguards.

17.7 During notice we continue to manage and charge only under the agreed rules. Ending the agency appointment does not end the tenancy or provide vacant possession. There is no Let Only tail, introduction fee or other fee merely because a tenant we introduced stays, renews or later takes another tenancy.

The exact cut-off and handover

17 Ending the appointment continued

17.8 There is one cut-off moment for our authority, rent, fees, deductions, interest and recovery costs. Normally it is 11.59 pm UK time on the final notice day. An agreed written end time applies instead. An immediate termination takes effect when its notice is delivered. Cancellation takes effect when we are informed, preserving the statutory rule that sending within the cancellation period is sufficient to exercise the right in time. A multi-agency early ending follows clause 17.4. If an agreed release gives only a date, 11.59 pm applies; if it gives neither date nor time, it takes effect when agreed.

17.9 Money is received when it reaches the client account as cleared funds, including a designated client account operated for us. Money clearing before the cut-off is received during management even if paid out later. Money clearing at or after it is received afterwards. If our records do not establish clearance before the cut-off, we treat it as later money. A date-only record establishes earlier receipt only if it shows an earlier date, or the same date where management ends at 11.59 pm. For example, if management ends at noon and rent clears at 3 pm, it carries no management fee or other HWJ deduction.

17.10 We forward rent and other money due to you received at or after that moment to you or your verified new agent within three working days of clearance, with an accounting note. We deduct no HWJ fee, invoice, interest, recovery cost or other amount, including for arrears due or invoiced while we managed. This rule overrides any other deduction clause. New work after handover requires a separate written instruction and price, and is never deducted from later rent under this agreement.

17.11 Only a legal requirement can affect that transfer. Required tax is paid to HMRC and the remainder forwarded. If a sanctions restriction, court order or other legal prohibition stops transfer, we hold or deal with the money as required and transfer it once lawful. We explain so far as permitted. Neither is an HWJ charge. A holding deposit or tenancy deposit not released to you follows its own legal and scheme rules.

17.12 Within 28 days of the end date we send a closing statement showing receipts, payments, credits and amounts already properly chargeable at the cut-off. A later invoice may record an existing entitlement but cannot create a new one. Properly authorised supplier costs arriving later go on a supplementary statement within 28 days of receipt. These amounts are settled separately from later money. No interest or new recovery costs accrue after the cut-off.

17.13 We agree the receiving person, verify payment instructions, transfer keys and the necessary tenancy file and records, and identify unresolved hazards, repairs, arrears and legal or product deadlines. We arrange a deposit transfer that preserves protection and complete protection steps already due. We tell the tenant who manages and receives rent. We return the unused fund and client money no longer properly needed, explaining any amount retained from earlier funds for a specific authorised commitment. There is no general retention or penalty.

17.14 Where a marketing appointment ends before a managed tenancy starts, we withdraw marketing promptly and hand over any binding tenancy, holding deposit, tenancy deposit and money under these same rules. Any management fee provisionally taken for a tenancy that never started under our management is credited in full. A move from a discount to multi-agency needs written agreement for future rent periods and does not claw back an earned free period or credit.

Cancellation before or soon after starting

18 Your right to cancel

18.1 A consumer has the statutory cancellation right for a distance or off-premises agreement under the Consumer Contracts Regulations 2013. The whole journey matters, including any earlier in-person approach, not only where an electronic signature was added. For this agreement, we also give the same right on the same terms to other landlords unless it was both arranged and signed at our office.

18.2 The normal period ends 14 days after the day the agreement is concluded. You can cancel without giving a reason by a clear statement to the contact details below. The model form on the next page is optional. Sending the communication before the deadline is sufficient to exercise the right in time. We give you the cancellation information and form before signature, and a copy of the completed agreement before starting, on paper or another agreed durable medium such as email.

18.3 If we fail to give the required cancellation information, the period is extended as regulation 31 requires. If we supply it within the 12 months beginning with the first day of the normal 14-day period, the right ends 14 days after you receive it. Otherwise it ends 12 months after the normal deadline. An earlier business-process date cannot shorten that right.

18.4 We begin during the cancellation period only after your valid express early-start request. For an off-premises contract it must be in writing in a form you can keep. Signing this contract or receiving an email alone is not that request. We obtain the request from each owner or an authorised representative.

18.5 If you validly requested an early start and then cancel, only the proportion of the agreed chargeable service actually supplied up to cancellation is payable, compared with the full contract coverage, or market value if the agreed price is excessive. This means only applicable instructed Schedule 1 work and the management fee on rent actually received. It creates no marketing, referencing, tenancy-preparation or exit charge. Separately agreed concessions still apply.

18.6 You pay nothing for early work, and sums taken for it are refunded, if there was no valid request, if we did not provide the required information about the cancellation right, or if we did not provide the required information about the cost of early work. The right ends on full performance only where performance began after the valid request and you acknowledged that consequence. Finding a tenant does not by itself complete an ongoing management service.

18.7 We reimburse payments due back without undue delay and within 14 days of being told of cancellation, using the original payment method unless you expressly agree otherwise, with no refund fee. Cancellation does not undo a tenancy already granted. We account and hand over under section 17.

19 The documents and future changes

19.1 A completed signed Schedule 3 takes priority for its identified changes. Schedule 2 governs a transition from an existing appointment. A separately agreed property voucher or concession governs only the benefit and period it identifies. Instruction C records the gross management percentage used to calculate your fee. These Terms and Schedule 1 govern the remainder, with Schedule 1 controlling other standard prices. Product documents govern only the selected product. Statutory rights and binding pre-contract promises remain protected.

19.2 The ETC and website explain the service but are not additional terms incorporated wholesale into this new agreement. Information about us or the service that binds us under consumer law still applies unless an express change is agreed. Staff must record a real departure from an earlier promise in Schedule 3 and draw attention to it. A signature is not a general waiver of unidentified earlier promises.

19 Your agreement continued

19.3 These documents apply only to the named property instruction. They do not automatically replace an existing Goodlord or other signed agreement, or its incorporated ETC. A replacement for a property we already manage must complete Schedule 2, identify the earlier documents and material changes, preserve unspent benefits and meet required agreement and notice. Neither signing for another property nor a later website edition changes an existing appointment. Expiry or withdrawal of a promotion does not end this agreement or remove an already agreed concession.

19.4 Changes to obligations need express written agreement and at least 30 days' notice, or longer protection where applicable. Fee changes also follow clause 6.8. A legal change applies according to law and is explained separately. Correcting presentation alone does not authorise a different price or service. Any waiver is specific and does not waive another right.

19.5 We may use suitable service suppliers while remaining responsible as this agreement provides. Transfer of the whole appointment to another business needs your written agreement, identification of the new provider and an orderly transfer preserving client money, records and deposit protection. We give at least 30 days' notice of a proposed transfer and you may end without an exit charge before it takes effect.

19.6 English and Welsh law governs this agreement. Court rights a consumer has elsewhere are preserved. If a term cannot lawfully be enforced, the remainder continues so far as it can operate fairly. No third party gains a new contractual enforcement right under this agreement, but their existing legal rights remain. Nothing removes a remedy for fraud, misrepresentation or breach, including a lawful right to terminate for serious breach.

19.7 The English documents identified in your instruction are the documents signed. Any translation we provide is a reading aid and identifies its English edition. We take reasonable care over it and explain and correct any difference raised. A reading copy does not itself change the signed documents or remove a binding promise, liability for misleading information or your statutory rights.

Model cancellation form

Complete and return this form only if you wish to cancel. You may instead send any clear statement of cancellation. There is no need to sign this form when you appoint us.

To Harvey W James Ltd, 1st Floor, 415 High Street, London E15 4QZ, info@harveywjames.com, telephone 020 3865 1500.

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	
Ordered on or received on*	**Date**
Name of consumer or consumers	
Address of consumer or consumers	
Signature of consumer or consumers only if sent on paper	

* Delete as appropriate. This agreement supplies letting and management services. "Consumer" on this form also includes a landlord to whom we give the same cancellation right under clause 18.1.

Schedule 1 Fees

Management and defined services

All HWJ prices below include VAT where applicable. The management rate is an exact gross percentage. At £1,000 rent received, 10% is £100 including £16.67 VAT at a 20% VAT rate. It is not 10% plus VAT. A listed price creates a charge only when the service and its conditions apply. Your completed property instruction records the gross management fee for your property.

Full Management on sole agency	The gross rate agreed in Instruction C, normally 10% including VAT of rent actually received while we manage. No fee on unpaid rent. Sections 5 and 6.
Full Management on agreed multi-agency	The gross rate agreed in Instruction C, normally 10% including VAT of rent actually received. Written agreement required. Section 17.
Annual routine condition inspection	£60 on request. Free reminders normally every six months. Report within 14 days after the visit. A further visit in the same year has no fixed tariff and requires a price agreed before booking. Any included offer inspection is honoured on its own terms. Clause 9.4.
Deposit-dispute paperwork	£54 for up to three hours, then £18 an hour for actual additional time. Both a tenant dispute and actual preparation are needed. Approval before exceeding three hours. No preparation fee for an agreed deduction. New work after management ends needs a separate written instruction and is not deducted from later rent.
Statutory declaration service	£49 on separate instruction, including the declarant signing before a solicitor, the solicitor's witnessing signature and posting to the tenancy deposit provider where applicable. No duplicate signing, postage or dispute-package charge.
Qualifying project supervision	10% including our VAT of contractor charges excluding contractor VAT, or the full contractor charge where no VAT is charged. Only works above £800 including contractor VAT requiring coordination of trades or contractors, site supervision or quality checks, or management over time qualify. Routine maintenance, quick repairs and repair or like-for-like replacement of one item or component are included regardless of cost. Fee disclosed before work, itemised separately and not charged if you decline supervision. No higher rate above £10,000.
Repair fund	One week's rent, unless a different amount is agreed. Client money, not a charge. Retained and replenished from rent received during management. The spending limit is separate. Section 7.

Reports

Inventory and accompanied check-in condition report	Studio or one bedroom £125. Two bedrooms £135. Three bedrooms £155. Four bedrooms £175. Clause 4.7. Larger or unusual properties need a prior quote.
Check-out report when commissioned	Studio or one bedroom £108. Two bedrooms £118. Three bedrooms £138. Four bedrooms £155. Clause 10.5. Larger or unusual properties need a prior quote.

Example of supervision: qualifying contractor works at £1,200 including £200 contractor VAT produce a £100 supervision fee including HWJ VAT. An ordinary single-item replacement at the same cost does not attract it.

Schedule 1 Additional services

Prices requiring an agreed scope

These figures are amount-only prices. Before charging, we confirm in writing what the service includes, how the amount is applied and any external cost, then obtain your written instruction. A reminder, question or silence does not instruct a service. Included management work stays included.

Vacant-property inspection	£60.
Legionella assessment	£108, or £48 when added to an inventory report.
New-build developer handover and key collection	£95.
Hand-delivered notice	£60. Ordinary notice preparation is included.
Insurance-claim photographs and home visit	£60. Ordinary claim administration is included.
Landlord key duplication	£18. Confirm scope and any external cost first.
Landlord key posting	£18.
Selective or additional licence application	£95. Council fees are separate and identified first.
Witness attendance at court	£120. Ordinary case preparation and first witness statement are included.
Non-branded digital marketing files	£95. Ordinary marketing is included.
Subletting registration form and payment service	£28. Any external charge is identified separately.

Time and attendance

Attendance and waiting at the property	£39 includes reasonable travel and the first 30 minutes. Then £18 per hour for actual additional time. Separate instruction and estimate first. One hour at the property £48, two hours £66, five hours £120.
Additional staff work	£18 per hour for actual minutes, with no minimum. Only additional work separately agreed. Ordinary questions, necessary updates and complaints are not extra work.
Key collection or drop-off	£18 per hour for actual task and reasonable travel time. Separate instruction and estimate first. Allocate shared journeys fairly; no commuting, unrelated errands or duplicate time.
Additional utility, service-charge, ground-rent or account administration	£18 including VAT per hour for actual chargeable minutes, with no minimum or upward rounding. Separate accepted scope and estimate or limit first. Preserve the first 15 minutes of standard issue resolution where applicable. Included notifications, forwarding and payment checks are not charged again. Clauses 5.8 to 5.10.

Payments and returns

Non-repair bill payment	First payment free, then £10 including VAT per accepted instructed payment. Identify the first-free allowance; no automatic annual or tenancy reset. A payment does not transfer ongoing account management. Clauses 5.6 and 5.8 to 5.10.
Non-Resident Landlord Scheme quarterly return	£125 per applicable quarterly return while we must deduct tax. Clause 12.2 determines when it becomes chargeable and the ending-management rule.

International transfer	£18 per payment you ask us to send internationally during the appointment. No deduction or new charge for forwarding money received after management ends.
Bank interest on client money	Any bank interest actually earned on money held for you belongs to HWJ, subject to law and scheme rules. Tenancy-deposit interest follows its own rules. This does not delay a payment or permit an HWJ deduction from later money. Clause 6.9.

Schedule 1 Costs and included work

At cost or separately quoted

Contractors certificates cleaning repairs and other supplier work	Actual authorised supplier cost, without HWJ mark-up or contractor commission. Scope, approval and funding follow section 7. This includes safety reports, EPCs and alarms fitted. Supplier VAT is included in the price presented to you where applicable.
Bespoke licensing shopping fitting or specialist work	Written scope and quote agreed before instruction. Work already included is not charged twice.
Rent and legal protection	Optional. Actual product documents and a written price are required before selection. Ordinary claim administration is included where cover applies. Section 13.

Interest and the closing account

Late payment of a properly due undisputed invoice	Simple interest at four percentage points a year above Barclays Bank plc's base rate from time to time, for whole days only. Stops at payment or the exact end of management, whichever is earlier. Clause 6.6.
Recovery costs	Only reasonable evidenced third-party costs properly recoverable and incurred before management ends. No HWJ collection fee and no new recovery cost after that moment.
Money arriving after management ends	Forwarded within three working days of clearance with no HWJ fee or deduction, including earlier arrears. Only legally required tax withholding or a legal restriction on transfer can affect it. Neither is an HWJ fee. Clauses 17.8 to 17.12.

Included or not charged

Letting re-letting set-up renewal and rent review	No separate fee. Standard referencing, tenancy preparation and annual rent-review work are included.
Introduction Let Only continuation withdrawal or exit	No fee, including where an introduced tenant stays or lets again after our appointment ends. There is no fee to recover a free offer period.
Ordinary marketing and floor plan	Included. Inventory and check-out reports are separately priced above.
Rent guarantee claim administration	Included where you have the cover. No management fee on the insurer's payment.
HWJ appointment cancellation or no-show	No fixed HWJ charge. We absorb our own lost staff time. An authorised supplier's disclosed, reasonable unavoidable loss follows clause 8.4. No automatic tenant charge.
Deposit protection and normal deduction negotiation	Included. Disputed-paperwork preparation has the limited separate price above.

Tenant payments

Permitted tenant-requested variation assignment or novation	£50 including VAT in total per qualifying transaction, not per person. HWJ absorbs cost above that amount, with no landlord top-up or separate referencing/document fee for that transaction.

A landlord fee in this schedule is not automatically payable by a tenant or recoverable from their deposit. Tenant payments need an independent lawful and contractual basis. The applicable Tenant Fees Act limits apply. Statutory cancellation rights and separately agreed property concessions remain effective.

Schedule 2 Continuing an existing appointment

Complete only for a property HWJ already manages

Transition status
☐ Not applicable ☐ Existing appointment replaced by agreement

Property and landlord names matching the instruction	
Earlier agreement and incorporated documents with dates and versions	
New Terms take effect on date and time	**Required notice supplied on**
Material changes explained in attached comparison or Schedule 3	
Existing rate benefits credits and concessions to preserve	
Existing notice or unresolved matters that continue	

S2.1 Both sides agree that these Terms replace the identified earlier agency documents for this property from the recorded effective time, after both have signed and the required notice has run. Until then the earlier terms continue. Schedule 3 identifies any specific departure from a prior promise. A blank or general statement does not waive an unidentified benefit.

S2.2 This is continuous management. It creates no new tenancy, letting fee, free period, marketing minimum or duplicate charge. It does not end management for section 17's cut-off rules. Accrued rights, unresolved complaints, client money, deposit protection, existing notices, credits and unspent agreed benefits continue unless a particular lawful change is expressly agreed. The new rate applies prospectively to its recorded rent periods; earlier arrears retain their applicable rate.

S2.3 Section 18's cancellation and early-start rules apply to this replacement. Without an early-start request, the replacement takes effect only after the cancellation period. If the replacement is cancelled in time, the earlier appointment continues on its own terms unless separately ended. There is no fresh charge for continuing work already covered by it.

By signing below, both sides agree this completed transition and the identified changes. This does not replace the agreements for any other properties. Attach any necessary continuation and obtain every required owner's signature.

Landlord or authorised representative	**Date**
Further landlord if required	**Date**
For Harvey W James Ltd	**Date**

Schedule 3 Additional agreements for this property

Your additional agreements

Schedule status
☐ None ☐ Additional terms agreed below

Property and landlord names

Standard Terms edition and agreement or envelope reference

Record what HWJ and the landlord have agreed for this property. Include the service or arrangement, what is included, any charge and the dates or occasions it covers. If it changes an existing clause or earlier promise, identify it and explain the change.

Agreed additional terms

Effective date and time if relevant	**Required notice given on if relevant**

Numbered continuation or additional-owner page reference if needed

Write None if there is no additional agreement. Use a numbered continuation if needed and include every agreed page in the signing pack. For a later agreement, identify the signed Terms above and send this page for signature separately; do not alter the earlier signed document.

By signing, both sides agree that these completed terms form part of the identified property agreement. They apply from the stated effective date after both sides have signed and any required notice has run. They take priority only for the matters expressly stated. Any earlier promise is replaced only to that extent. All other terms and statutory rights continue.

Landlord or authorised signatory	**Date**

Further landlord if required	**Date**

For Harvey W James Ltd	**Date**

Schedule 4 Processing on your behalf

Complete according to the actual service

Section 14 applies when HWJ acts as your processor. This schedule records those activities and any authorised subprocessors. Our separate controller activities and their service providers follow our privacy notice. A provider's name on a website does not by itself establish its role or authorise processing for you.

Processor activity

☐ No processor activity identified for this instruction ☐ Activities and provider list recorded below

Property and controller name or names

Specific processor activities and instructions beyond clause 14.2

Additional data categories restrictions or international-transfer instructions

The general subject, purpose, duration, data types and people are described in clause 14.2. Confirm any additional special-category or criminal-offence information and its lawful conditions before using it. Do not put identity documents or tenants' personal details in this public template.

Subprocessor list with legal name service data involved processing location and transfer safeguard or exact attached list reference

Retention or return instruction at the end of processing

Data contact and notice email

By signing an applicable completed schedule, you give general written authorisation for the identified providers for these activities. Clause 14.5 governs notice and objections to later changes. HWJ must have the required provider contracts and transfer safeguards before processing. If no processor activity is identified, this selection does not change a role imposed by the actual facts. Before starting an activity that does make HWJ your processor, we complete the relevant particulars and authorisation.

For the landlord controller or authorised representative	**Date**

For Harvey W James Ltd	**Date**