

HMO Terms of Business

General terms and conditional acceptance

Complete your details and accept the general terms first. Richmond Holmes will then issue a separate Property & Payment Schedule with its offer. The new appointment and payment obligations start only after that completed schedule is signed by all required parties and its commencement conditions are met.

How your HMO arrangement is agreed

1. You provide your owner and property details, complete mobile verification and sign these terms. Richmond Holmes countersigns the general terms.
2. Richmond Holmes prepares your property-specific offer. The schedule states the service route, amount payable to you, any charges payable by you, dates, responsibilities and any agreed changes to the standard terms. You review and sign the completed schedule; Richmond Holmes then countersigns it.
3. Later changes use a separately signed variation linked to the accepted terms and schedule. Each party receives a copy of the signed documents and the signing certificates.

What your first signature means

You accept these terms as the proposed framework for a future HMO appointment. This first stage does not start a fixed term, require an Owner Payment or fee, authorise occupation or subletting, authorise works or expenditure, or replace an existing appointment. Neither party has to accept a future offer. An existing appointment and accrued rights continue until a completed renewal or replacement schedule expressly changes them.

The same two-stage process applies where you are considering an HMO renewal. Renewal terms and dates take effect only through the completed renewal schedule; accepting general terms does not restart the five-year term.

Documents and version

These are HMO Terms of Business V2 dated 15 September 2026. The operating terms below retain the underlying 9 September 2026 HMO provisions, subject to the explicit two-stage acceptance and commencement provisions in this document. These provisions take precedence over any wording that could otherwise start the appointment on signature of the general terms alone.

Standard terms to consider before accepting an offer

Default fixed term: five years. Owner break: at least six months' notice, not expiring before the third anniversary. Richmond Holmes notice: at least three months. Guaranteed-rent early termination during the fixed term: the four-month Owner Payment charge described in clause 13, subject to applicable law and statutory cancellation rights. These terms take effect only if included in an accepted appointment.

The guaranteed monthly Owner Payment is a property-specific offer. No universal HMO management percentage or monthly charge is implied. Every applicable management, conversion, takeover or other fee must be stated expressly in the completed Property & Payment Schedule, including "None" where no charge applies.

For a Guaranteed Rent Service, Richmond Holmes pays the fixed amount to the Owner under clause 7 and may retain downstream receipts above that amount. A separate management charge is not implied by selecting guaranteed rent; any separate charge requires express agreement in the completed schedule.

The default year-three payment review is negotiable, with any agreed increase capped at 10% unless both parties expressly agree otherwise. There is no automatic increase. The default routine repair authority is £150 per individual item, with a £250 repair float where requested, unless the accepted schedule records different figures.

Commencement and cancellation

The Property & Payment Schedule must state the service start date, any Owner Payment commencement date and applicable conditions. Administrative or preparatory services under the new appointment begin only after the completed schedule is signed and accepted, at the stated date and subject to those conditions. Conversion, possession, occupation and letting remain subject to the selected route, written authority, access, funding, safety, planning, licensing and necessary consents.

Where a statutory consumer cancellation period applies, services during that period require a separate express request recorded on paper, by email or another durable medium after the required cancellation information has been supplied. A general signature or website checkbox accepting terms is not that request. Without it, new services start after that period or on a later agreed date. Only sums lawfully payable for services actually supplied may be charged on statutory cancellation. Starting work does not itself remove cancellation rights.

Statutory cancellation rights take precedence over conflicting fee, minimum-term and notice provisions. These terms do not retrospectively change a signed agreement or permit double recovery for the same work or loss.

Operating terms

1. Parties and appointment

1.1 Once the Property & Payment Schedule has been signed by all required owners and accepted by Richmond Holmes Estates, the Owner appoints Richmond Holmes Estates for the selected service route and Property from the service start date in that schedule, subject to the commencement conditions below. Signing these general terms alone does not create that appointment.

1.2 Under standard management Richmond Holmes Estates acts as the Owner's managing agent. Under the Guaranteed Rent Service the commercial arrangement is governed by clause 7 and Richmond Holmes Estates may enter downstream occupation arrangements in its own name or as agent for the Owner where legally appropriate.

1.3 The Owner confirms that each person with a legal or beneficial interest whose consent is required has authorised this appointment and that the Owner has authority to give the permissions contained in this agreement.

2. HMO conversion and preparation

2.1 Where HMO Conversion & Management is selected, Richmond Holmes Estates may inspect the Property, identify works or documentation reasonably required for the intended multi-occupancy use and obtain quotations from contractors or suppliers.

2.2 Except for urgent safety or damage-limitation work, material conversion works will not be commissioned until the Owner has approved the scope or budget in writing. The Owner is responsible for approved third-party costs unless the Property & Payment Schedule states otherwise.

2.3 Works may include, where appropriate, fire-safety measures, doors and locks, alarm systems, amenity improvements, room preparation, furniture, decorating, repairs, certificates, plans, inspections and other items reasonably connected with preparing the Property for lawful occupation.

2.4 Richmond Holmes Estates may coordinate contractors and professional advisers but does not warrant that any particular planning, licensing, building-control or other approval will be granted.

3. Existing HMO takeover and onboarding

3.1 Where Richmond Holmes Estates takes over an existing occupied or operating HMO, the Owner must provide all tenancy or occupancy agreements, rent and arrears records, deposit information, licences, certificates, inventories, keys, contractor records, notices, complaint history and other information reasonably requested.

3.2 Richmond Holmes Estates reserves the right to apply a one-off takeover or onboarding fee at its discretion, having regard to the work required to review and regularise the management file. Any applicable fee will be notified to the Owner before takeover work begins.

3.3 The Owner remains responsible for liabilities, breaches, arrears accounting errors or compliance failures arising before Richmond Holmes Estates assumes management, unless Richmond Holmes Estates expressly accepts responsibility for a specific item in writing.

4. Owner consent to HMO and multi-occupancy use

4.1 The Owner consents to the Property being used for HMO or other multi-occupancy residential purposes where that use is lawful and permitted by any required licence, planning status, title

restriction, mortgage condition and insurance policy.

4.2 The Owner authorises Richmond Holmes Estates to communicate with the local authority, utility providers, contractors, inspectors and other relevant bodies for the purpose of managing the Property and coordinating the agreed use.

4.3 Where a licence or statutory record must identify a licence holder, manager or other responsible person, the parties will cooperate with the arrangement required by applicable law and the relevant authority.

5. Licensing, planning and compliance

5.1 The Owner must disclose all existing planning permissions, licences, exemptions, enforcement notices, mortgage restrictions, superior lease restrictions and insurance requirements affecting the Property.

5.2 The Owner will promptly sign applications and provide identity, ownership and other evidence reasonably required for licensing, planning or compliance purposes.

5.3 Unless the Property & Payment Schedule states otherwise, statutory application fees, licence fees, professional fees, certificates and property improvement costs are payable by the Owner.

5.4 Richmond Holmes Estates may maintain a compliance diary and arrange inspections or certificates, but the Owner must not withhold authority or funding where work is reasonably required to keep the Property safe or lawfully occupied.

5.5 The parties will cooperate to meet applicable duties relating to gas, electrical and fire safety, alarms, furniture, repairs, amenity standards, waste, occupancy limits and any HMO licence conditions.

6. Authority to grant occupation and sublet

6.1 During the appointment, and particularly where the Guaranteed Rent Service is selected, the Owner gives Richmond Holmes Estates full authority, subject to applicable law and the Owner's disclosed title, mortgage and insurance conditions, to grant, arrange or permit tenancies, licences, subleases, company lets or other lawful occupation of all or any part of the Property.

6.2 Richmond Holmes Estates may select the person or organisation to whom occupation is granted, may replace one occupier or organisation with another and may determine the downstream commercial and occupancy terms without obtaining fresh Owner approval for each placement, provided the agreed use of the Property is not materially changed.

6.3 The authority in this clause includes authority to sign or issue occupancy documentation, house rules, notices, access arrangements and other management documents in Richmond Holmes Estates' name or on behalf of the Owner where legally appropriate.

6.4 The Owner must not independently grant occupation, accept rent, vary occupancy terms or give conflicting instructions to occupiers during the appointment without Richmond Holmes Estates' written agreement.

7. Guaranteed Rent Service and fixed Owner Payment

7.1 Where the Guaranteed Rent Service is selected, Richmond Holmes Estates will pay the Owner the fixed monthly Owner Payment shown in the Property & Payment Schedule during the agreed term, subject to this agreement.

7.2 The fixed Owner Payment is the amount due to the Owner for the agreed service arrangement. Richmond Holmes Estates may set the amounts payable under downstream occupation arrangements and may retain any amount received above the fixed Owner Payment. The Owner is not entitled to a share of downstream rent, fees or other receipts unless the Property & Payment Schedule expressly says otherwise.

7.3 Richmond Holmes Estates bears the ordinary commercial risk that downstream receipts are less than the fixed Owner Payment, but the fixed Owner Payment may be suspended, reduced or set off to the extent reasonably attributable to an Owner breach, the Owner withdrawing or obstructing possession, the Property becoming unlawfully occupiable because the Owner has not obtained or maintained a required consent, licence, insurance or approval, or the Property becoming materially uninhabitable through an event for which the Owner is responsible or insured.

7.4 Sums properly payable by the Owner under this agreement, including approved works, emergency expenditure, certificates, licensing costs, insurance excesses or agreed fees, may be deducted from amounts otherwise payable to the Owner after a statement or explanation is provided.

7.5 Unless a different arrangement is recorded in a Commercial Variations & Landlord Incentives Schedule, the fixed Owner Payment remains unchanged until the third anniversary of the service start date. At that stage the parties may negotiate the Owner Payment. Any agreed increase must not exceed 10% of the fixed Owner Payment applying immediately before the review unless both parties expressly agree a different amount or percentage in writing. There is no automatic increase. A separately agreed schedule may also record an alternative payment, percentage, temporary payment, contribution, fee adjustment or landlord incentive and will override only the specific commercial item identified in that schedule.

8. Management services

8.1 Richmond Holmes Estates may market rooms or the Property, arrange viewings, assess prospective occupiers, prepare occupancy documents, collect monies, issue statements, manage communications, monitor arrears, coordinate repairs, inspect the Property, manage keys and contractors and administer routine notices.

8.2 Richmond Holmes Estates may establish reasonable house rules and occupancy procedures for safety, behaviour, cleanliness, waste, access and shared facilities, provided they are consistent with applicable law and the occupancy arrangement.

8.3 Richmond Holmes Estates may appoint third-party contractors, inventory providers, cleaners, compliance specialists and other suppliers. Their charges are Owner costs unless the Property & Payment Schedule or Guaranteed Rent Service expressly allocates them to Richmond Holmes Estates.

9. Repairs, emergencies and access

9.1 Richmond Holmes Estates may instruct routine repairs up to the repair authority in the Property & Payment Schedule without further approval. Work above that figure will normally require Owner approval unless urgent action is reasonably required to protect life, safety, the Property or neighbouring property.

9.2 In an emergency Richmond Holmes Estates may take reasonable immediate action and the Owner will reimburse costs for which the Owner is responsible under this agreement.

9.3 The Owner authorises Richmond Holmes Estates to hold keys and arrange lawful access for inspections, contractors, compliance checks, viewings and management purposes, subject to applicable notice requirements and occupancy rights.

9.4 The Owner must not attend or enter the Property in a way that breaches an occupier's rights or interferes with management. Non-emergency Owner visits should be coordinated through Richmond Holmes Estates.

10. Owner warranties and continuing obligations

10.1 The Owner warrants that the Owner is entitled to let and manage the Property for the agreed use and has obtained, or will obtain before required, any consent from a lender, freeholder, superior landlord, insurer or other person whose consent is needed.

10.2 The Owner must maintain suitable buildings insurance and any other cover reasonably appropriate to the Property and the agreed multi-occupancy or subletting use, and must disclose relevant policy conditions to Richmond Holmes Estates.

10.3 The Owner must promptly notify Richmond Holmes Estates of any proposed sale, refinance, repossession action, insurance claim, enforcement notice or other event that may affect the Property or Richmond Holmes Estates' ability to perform this agreement.

10.4 The Owner is responsible for tax arising on payments received from Richmond Holmes Estates or from the Property and for obtaining personal tax advice where required.

11. Furniture, contents and condition

11.1 Any Owner furniture or equipment made available at the Property should be listed in an inventory. The Owner is responsible for ensuring supplied items are safe and suitable unless Richmond Holmes Estates has expressly agreed to supply or replace them.

11.2 Items purchased by Richmond Holmes Estates from its own funds remain Richmond Holmes Estates' property unless the parties agree otherwise in writing. Items purchased with Owner funds belong to the Owner.

11.3 Fair wear and tear is not chargeable to an occupier merely because the Property has been intensively used. Richmond Holmes Estates will take reasonable steps to identify and pursue recoverable occupier-caused loss where the occupancy arrangement allows.

12. Fees and money handling

12.1 The Owner will pay the fees shown in the Property & Payment Schedule together with agreed third-party costs and out-of-scope work.

12.2 Under standard management, monies collected for the Owner will be accounted for in the normal management statement after authorised deductions. Under the Guaranteed Rent Service, clause 7 applies instead.

12.3 Richmond Holmes Estates may charge separately for exceptional work such as major-project supervision, licensing applications, tribunal or court attendance, insurance claims, extensive historic-file reconstruction, specialist reports or other work outside the selected service, provided the charge is agreed or notified before the work is undertaken where reasonably practicable.

13. Term, renewal and early termination

13.1 Unless a different term is entered in the Commercial Variations & Landlord Incentives Schedule, the appointment begins on the service start date and runs for a fixed term of five years (60 months).

13.2 The Owner may terminate or exercise the contractual break during the fixed term only by giving Richmond Holmes Estates at least six months' written notice. The notice may be served in advance but, unless Richmond Holmes Estates agrees otherwise in writing or clause 13.7 applies, it must not expire before the third anniversary of the service start date. This is the default three-year break point for the Owner.

13.3 If the Owner's notice causes a Guaranteed Rent Service appointment to end before expiry of the five-year fixed term, an early termination charge equal to four months of the fixed monthly Owner Payment applying when notice is served becomes due to Richmond Holmes Estates. The parties acknowledge that this charge is intended to contribute towards unrecovered setup and conversion expenditure, expected management margin, downstream commitments and handover costs arising from early termination and is not intended as a penalty.

13.4 Richmond Holmes Estates may deduct or set off the early termination charge from Owner Payments or other sums otherwise payable to the Owner, including by withholding an amount equal to the final four months of the Owner Payment during the notice period. Any shortfall remains payable by the Owner. Richmond Holmes Estates will not recover the same loss twice and will give credit for any specific amount already recovered from the Owner for the same loss.

13.5 The services and any lawful downstream occupation arrangements may continue throughout the Owner's notice period. At expiry of the applicable notice, Richmond Holmes Estates will cease the appointment and return the keys and management control of the Property to the Owner, and where vacant possession is required will take reasonable steps to arrange an orderly vacation and handback. Any handback remains subject to applicable law, existing lawful occupational rights and any binding downstream commitment that cannot lawfully be brought to an end by the proposed handover date.

13.6 Richmond Holmes Estates may terminate this agreement at any time by giving the Owner at least three months' written notice. No early termination charge is payable by Richmond Holmes Estates merely because it exercises this contractual notice right. The parties will cooperate on an orderly handback at the end of that notice period, subject to clause 13.5.

13.7 Either party may terminate for a material breach not remedied within a reasonable written cure period, or immediately where continued performance would be unlawful or unsafe. These rights are additional to the ordinary notice rights in this clause.

13.8 Unless the Owner has served at least six months' written notice so that the notice expires on or before the fifth anniversary of the service start date, the agreement will automatically continue after the five-year fixed term as a rolling monthly contract on the same terms so far as they remain capable of applying. Once the rolling period has begun, the Owner may terminate by giving at least six months' written notice and Richmond Holmes Estates may terminate by giving at least three months' written notice. The early termination charge in clause 13.3 does not apply to a termination taking effect after the five-year fixed term unless a Commercial Variations & Landlord Incentives Schedule expressly provides otherwise.

13.9 The Owner Payment, fees, subletting authority, management powers, repair and compliance provisions, indemnities and all other continuing provisions remain in force during the rolling period unless varied by a later Commercial Variations & Landlord Incentives Schedule or ended in accordance with this agreement.

14. Sale or transfer of the Property

14.1 The Owner must notify Richmond Holmes Estates before marketing or agreeing a sale of the Property during the term.

14.2 Any sale is subject to existing lawful occupational rights and to the Owner's contractual obligations under this agreement. The Owner must not promise vacant possession where Richmond Holmes Estates has not agreed that vacant possession can lawfully and practically be delivered by the required date.

14.3 Richmond Holmes Estates may agree a transfer or novation of this agreement to a buyer where all parties consent.

15. Liability and indemnities

15.1 Each party remains responsible for loss caused by its own breach, negligence, fraud or unlawful act.

15.2 The Owner will indemnify Richmond Holmes Estates against reasonable losses, claims, penalties and costs arising from inaccurate ownership information, undisclosed restrictions, pre-appointment breaches, failure to fund Owner responsibilities or the Owner's breach of this agreement, except to the extent caused by Richmond Holmes Estates.

15.3 Richmond Holmes Estates does not accept responsibility for a local authority, lender, insurer or other body refusing an application or consent, or for events outside its reasonable control, but will take reasonable steps to manage matters within the scope of the appointment.

16. Data, records and communications

16.1 Richmond Holmes Estates may process Owner, occupier, contractor and property information for administration, compliance, safety, accounting, communication, legal obligations and the management purposes of this agreement.

16.2 The Owner authorises reasonable sharing of relevant property and contact information with contractors, authorities, insurers, professional advisers and other parties involved in the management or occupation of the Property.

16.3 Notices under this agreement may be sent by email to the latest address notified by each party unless the law requires a different method.

17. General terms

17.1 These HMO Terms of Business V2, the completed Property & Payment Schedule accepted by all required parties, and any expressly accepted Commercial Variations & Landlord Incentives Schedule record the service arrangement. The Property & Payment Schedule identifies the exact terms version and property. A later variation changes only the items expressly identified and must be accepted in writing by all affected parties. No blank field is authority to insert a term after signing.

17.2 If one provision is unenforceable, the remaining provisions continue so far as legally possible.

17.3 A failure or delay in enforcing a right does not waive that right.

17.4 This agreement is governed by the law of England and Wales and the courts of England and Wales have jurisdiction.

17.5 Electronic signatures and counterparts may be used and together form one agreement.

Consumer cancellation information

This section applies where you contract as a consumer and have a statutory cancellation right for the online or off-premises service appointment. You may cancel within 14 days after the day the service contract is concluded, without giving a reason. For this two-stage process the appointment is concluded when all required parties accept the completed Property & Payment Schedule, not when the initial general terms are signed.

To cancel, send a clear statement to RH Estates & Solutions Ltd trading as Richmond Holmes Estates, 5 The Lanes, Sutton Coldfield, B72 1YG, or email info@richmondholmes.com. You may use the form below, but do not have to. It is sufficient to send your cancellation before the cancellation period expires. Any statutory extension of that period is preserved.

Any refund due will be made without undue delay and within 14 days of being informed of cancellation, using the original payment method unless otherwise expressly agreed, without a refund fee. Where you expressly requested an early start after receiving the required information, only the proportionate amount lawfully payable for services supplied before cancellation may be charged. No service is fully performed merely because management has started; statutory rules govern any loss of the right to cancel after full performance.

Optional cancellation form - complete only if cancelling

To: RH Estates & Solutions Ltd trading as Richmond Holmes Estates, 5 The Lanes, Sutton Coldfield, B72 1YG; info@richmondholmes.com.

I/We give notice that I/We cancel the contract for the following services: _____

Contract date and reference: _____

Customer name(s), address and property: _____

Signature (only if this form is sent on paper): _____

Date: _____

This optional form is not a signing field in the online agreement. Keep a copy of any cancellation notice you send.

Owner and property details

GENERAL TERMS REFERENCE

OWNER / COMPANY LEGAL NAME

SIGNATORY NAME AND CAPACITY

OWNER EMAIL

PROPERTY ADDRESS

OWNER CORRESPONDENCE ADDRESS

EXISTING AGREEMENT REFERENCE (RENEWAL ONLY)

By signing, I confirm my identity and authority to provide these details, acknowledge receipt of these general terms, and accept the conditional two-stage process. The appointment, service dates and payment obligations require a separately completed schedule signed by the required parties.

NEW APPOINTMENT / RENEWAL PROPOSAL

COMPANY NUMBER (IF APPLICABLE)

ADDITIONAL OWNER (IF APPLICABLE)

OWNER MOBILE

Acceptance and signatures

The first owner signs, then any additional owner, followed by an authorised signatory for RH Estates & Solutions Ltd trading as Richmond Holmes Estates. A company owner must act through a person with authority to sign.

OWNER / AUTHORISED SIGNATORY

FULL NAME

SIGNING DATE

SIGNATURE

ADDITIONAL OWNER (IF APPLICABLE)

FULL NAME

SIGNING DATE

SIGNATURE

FOR RICHMOND HOLMES ESTATES

FULL NAME

SIGNING DATE

SIGNATURE