Richmond Holmes Estates

ESTATE AGENT

Landlord Terms of Business

Residential lettings and property management terms

V.1 - England and Wales

V.1 revised - 9 September 2026

Appointment schedule

The schedule below records the parties, property and selected service. It must be completed before the agreement is accepted.

LANDLORD / COMPANY LEGAL NAME	**ADDITIONAL LANDLORD**
EMAIL ADDRESS	**TELEPHONE**
PROPERTY ADDRESS	**CORRESPONDENCE ADDRESS (IF DIFFERENT)**
SELECTED SERVICE	**AGREEMENT DATE**

[ ] RH Full Management 10% [ ] RH Basic 7%
[ ] RH Portfolio Full Management 5% (subject to written approval)

Minimum management period: 12 months, starting as set out in clause 10.1. The Landlord may give three months' written notice, which cannot expire before the end of the initial period. The Agent may give one month's written notice, subject to clause 10.3.

An earlier handover requested by the Landlord may attract the remaining management commission, capped at three months' management commission, under clause 10.4. Its exclusions and any statutory cancellation rights apply.

Company details

The agent is RH Estates & Solutions Ltd trading as Richmond Holmes Estates, company number 12312133. Trading address: 5 The Lanes, Sutton Coldfield, B72 1YG. Email: info@richmondholmes.com. Current redress and client-money protection certificates will be made available with these terms or on request.

Service and fee schedule

Management commission is calculated on rent collected. The service selected in the appointment schedule determines the included work. The letting administration fee in clause 4.5 is additional to ongoing management commission. Separately agreed third-party costs and out-of-scope work may also be payable.

SERVICE	COMMISSION	CORE SCOPE
RH Full Management	10%	Marketing and viewings; tenant selection and referencing; written tenancy setup; rent collection and statements; arrears contact; deposit administration; photographic inventory; check-in and check-out; documented mid-term visits; maintenance coordination; compliance diary support; rent-review and relevant notice administration.
RH Basic	7%	Rent collection and statements; initial arrears notifications; tenant check-in and check-out coordination; routine rent and tenancy communication; maintenance reporting for landlord instruction; annual rent-review reminders; discounted add-on rates for inventories, visits, notices, referencing and compliance coordination.
RH Portfolio Full Management	5%	All RH Full Management services at an agreed portfolio rate, plus a dedicated point of contact, consolidated reporting, central compliance diary and coordinated visits. Eligibility is subject to written approval after reviewing property number, location, condition and management needs.

The service descriptions identify the scope of work; they do not absorb the separate letting administration fee into the management commission. Any charge for the same administration work is credited under clause 4.5.

Excluded unless confirmed in writing: legal proceedings, court attendance, specialist professional advice, major-project supervision, insurance claims, licensing applications, professional surveys and the cost of contractors, certificates, statutory fees or third-party services.

Repair authority: £150 for an individual routine item without further approval. Repair float: £250 where requested for Full Management or portfolio services.

Fees and letting instructions

Letting administration fee

Two weeks of the agreed annual basic rent (annual basic rent ÷ 52 × 2), for each new letting arranged by Richmond Holmes Estates, additional to ongoing management commission. Earned on completion of the binding letting and the included administration services, subject to applicable cancellation rights. Deducted from the first cleared rent available for the Landlord, with any properly due balance invoiced.

AGREED ANNUAL BASIC RENT USED (£)	TWO-WEEK ADMINISTRATION FEE (£)

Example: £1,200 monthly rent × 12 ÷ 52 × 2 = £553.85, rounded to the nearest penny.

Introduced tenant protection: the six-week fee in clause 10.6 applies only when its conditions are met. Any administration fee paid for the same letting is credited as set out in clauses 4.5 and 10.7.

SEPARATELY AGREED SERVICES / FEES / AUTHORISED EXPENDITURE

AUTHORISED ASKING RENT / RENT RANGE	AUTHORISED TENANCY TERMS

The Agent will provide its standard lawful applicant criteria with these instructions, including the checks used under clause 3.3. Record the criteria or attach the identified criteria document below. The authority in clause 3.1 applies subject to those checks and these instructions.

STANDARD APPLICANT CRITERIA / ATTACHED CRITERIA DOCUMENT AND VERSION
SPECIAL CONDITIONS / ADDITIONAL LETTING INSTRUCTIONS

Optional introduced-occupier sale fee

[ ] I expressly select and agree to the 1.5% fee described in clause 15 if the relevant sale occurs. This option applies only if expressly selected and accepted before appointment.

LANDLORD INITIALS / DATE (IF SELECTED)	ADDITIONAL LANDLORD INITIALS / DATE

Part 1 - Appointment and management

1. Definitions and interpretation

1.1 Agent means RH Estates & Solutions Ltd trading as Richmond Holmes Estates. Landlord means every person named in the appointment schedule. Property means the address in that schedule. Tenant includes an applicant, permitted occupier or tenant where the context requires.

1.2 Agreement means the appointment schedule, service and fee schedule, these terms, any written special conditions and the agent's privacy notice.

1.3 References to legislation include amendments, replacements, regulations and official prescribed forms in force at the relevant time.

2. Appointment and authority

2.1 The landlord appoints the agent for the property and selected package. The landlord authorises the agent to advertise, arrange viewings, obtain references, prepare tenancy documents, receive permitted payments, collect rent and carry out the functions included in that package.

2.2 The agent will exercise reasonable care and skill, maintain appropriate records and report material matters. The agent cannot guarantee a tenant's conduct, continued employment, payment of rent or the outcome of proceedings.

2.3 The landlord retains responsibility for decisions reserved to them by these terms and must provide timely instructions. If urgent instructions are unavailable, the agent may take the reasonable action permitted by clause 8.

3. Marketing, applicants and tenancy creation

3.1 Applicant selection and authority to re-let

The Landlord authorises Richmond Holmes Estates to accept or reject prospective tenants using lawful applicant criteria, subject to the referencing and other checks required by this agreement and applicable law.

Throughout the Agent's continuing management appointment, the Landlord gives advance authority to market and re-let the Property when it is lawfully available, and to enter into the tenancy agreement on the Landlord's behalf. Separate prior consent is not required for each applicant or re-letting, provided the Agent follows the standard applicant criteria, rent or rent range, and tenancy terms. This authority is intended to minimise avoidable vacancy and loss of rental income; it does not guarantee continuous occupation or rent.

The Agent must obtain written approval for any material departure from those agreed instructions and promptly notify the Landlord when a new tenancy is agreed. This authority is subject to any effective withdrawal or restriction of authority received before a binding tenancy is entered into and ends when the management appointment lawfully ends. It does not itself extend the management term or authorise additional charges.

3.2 Marketing and applicant handling must comply with applicable consumer, equality, rental-bidding, rent-in-advance and fee rules. The landlord must not instruct the agent to act unlawfully or discriminate.

3.3 Subject to the package, the agent will undertake proportionate referencing and right-to-rent checks. References and checks reduce risk but are not guarantees.

3.4 The agent will use an appropriate written tenancy agreement or written statement. Most private residential tenancies in England are assured periodic tenancies. Rent increases and possession action will use the law and prescribed procedure in force at the relevant time.

Commission and letting administration

4. Commission, charges and accounting

4.1 The landlord will pay the commission shown in the service schedule on rent collected while management continues, together with agreed additional charges and authorised expenditure.

4.2 The agent may deduct properly due sums from money held for the landlord and will identify deductions in the landlord statement.

4.3 The agent will remit cleared funds in its normal payment run. Interest is not payable to the landlord on client money unless required by law or agreed in writing.

4.4 Third-party costs remain the landlord’s responsibility. Where practical, the agent will obtain approval before instructing out-of-scope work, except in an emergency or where delay creates a safety, damage or compliance risk.

4.5 Letting administration fee

The Landlord will pay Richmond Holmes Estates a letting administration fee equal to two weeks of the agreed rent for each new letting or re-letting arranged by the Agent. The fee covers administration of applicant checks, coordination of tenancy or lease paperwork, and tenancy start-up arrangements included in the selected service. It is additional to the agreed ongoing management commission.

Two weeks is calculated as the agreed annual basic rent divided by 52 and multiplied by two. For monthly rent, the calculation is monthly rent multiplied by 12, divided by 52 and multiplied by two. Service charges, insurance rent, deposits and VAT charged on commercial rent are excluded from the rent used in this calculation. The fee basis and total payable must be stated in the signed appointment schedule; any commercial rent-free period or stepped rent must be addressed in that agreed basis.

Subject to applicable cancellation rights, the fee is earned when a binding tenancy or lease has been completed and the administration services described above have been provided. An application, holding deposit or agreement of non-binding heads of terms alone does not make the full fee payable.

The Landlord authorises deduction of the earned fee from the first month's cleared rent collected for the Landlord, or the first cleared rent instalment where rent is paid on another cycle. The deduction must appear separately on the Landlord's statement, and the tenant must receive credit for the full rent paid. The fee is payable by the Landlord; it must not be charged to the tenant, taken from a tenancy deposit or deducted from funds that must be refunded to the tenant. Any properly due balance not covered by available rent is payable by the Landlord within 14 days of an invoice.

Once properly earned, the fee remains payable and is not refundable merely because the Landlord later cancels the management appointment, subject to statutory cancellation rights, any refund or price reduction due for the Agent's breach, and other mandatory legal remedies. The fee is not charged again merely because management is renewed or an existing tenant remains in occupation.

Any amount already charged for the same work under an onboarding, takeover or introduced-tenant fee must be credited to prevent double recovery. Where the introduced-tenant protection fee becomes payable for the same letting, credit the administration fee already paid against that protection fee. Ongoing commission for distinct management services remains separately payable under the agreed terms.

Part 2 - Property, compliance and repairs

5. Deposits, rent and arrears

5.1 Where the agent receives a tenancy deposit, it will be handled through an authorised tenancy deposit scheme and the required information will be provided within the legal time limit.

5.2 Deposit deductions require agreement or determination under the relevant scheme or court process. The agent may negotiate on the landlord's behalf but cannot guarantee an award.

5.3 The agent will follow its normal arrears process and keep the landlord reasonably informed. Court proceedings, enforcement and legal representation require separate written authority and may involve additional professional costs.

6. Landlord warranties and property compliance

6.1 The landlord confirms that they own the property or have authority from every owner and any mortgagee, superior landlord, insurer or other interested party to let and manage it.

6.2 The landlord remains responsible for legal fitness, repair, safety and licensing. This includes, where applicable, energy performance, gas safety, electrical safety, smoke and carbon-monoxide alarms, furniture and furnishings, housing hazards, deposit requirements and HMO, selective or additional licensing.

6.3 The landlord must supply accurate information, valid certificates, keys, warranties, insurance details and prompt instructions, and must disclose any defect, hazard, restriction, enforcement action or change affecting the tenancy.

6.4 The landlord authorises the agent to arrange compliance checks where instructed or included in the package, but the agent's reminders do not transfer the landlord's statutory responsibility.

7. Access, inspections and tenant communication

7.1 The landlord authorises reasonable access on proper notice for visits, repairs, statutory checks and viewings, subject to the tenant's rights and applicable law.

7.2 Routine management communication should be routed through the agent while management continues. This does not prevent lawful direct contact, but the landlord must avoid conflicting instructions, harassment or unlawful entry.

7.3 A management visit is a general visual review, not a structural survey, inventory re-check or guarantee that every defect will be found. Frequency is governed by the selected package and appointment schedule.

8. Repairs, contractors and emergencies

8.1 The agent may instruct a routine repair up to £150 for an individual item without further approval. Above that limit, the agent will normally seek instructions and may request funds in advance.

8.2 In an emergency, or where delay may risk safety, serious damage or breach of law, the agent may take reasonable action without prior approval. The landlord remains responsible for the reasonable cost.

8.3 Contractors are ordinarily independent suppliers. The agent will use reasonable care in selection and coordination but is not responsible for independent acts or omissions unless the agent failed to exercise reasonable care.

8.4 The landlord will maintain a £250 repair float where requested for Full Management or portfolio services.

9. HMOs and licensed property

9.1 The landlord must confirm whether the property is, or may become, an HMO and obtain every licence or planning approval required by the local authority.

9.2 The agent may assist with licensing where separately agreed. Responsibility for licensing, occupancy, conditions and compliance remains with the landlord.

9.3 The landlord authorises the agent to provide information reasonably required by a council, redress or client-money protection scheme, deposit scheme, utility provider or other lawful authority.

Part 3 - Duration and ending the agreement

10. Duration, cancellation and termination

10.1 The initial management appointment has a minimum period of 12 months. For a new tenancy introduced by the agent, the minimum period starts on the tenancy commencement date. For a property already occupied when the agent is appointed, it starts on the agreement date unless another date is confirmed in writing.

10.2 The landlord may give at least three months' written notice during or after the minimum period, but the notice cannot expire before the end of the initial 12-month period.

10.3 The agent may terminate on one month's written notice, or immediately for serious breach, illegality, abusive conduct, conflict of interest or persistent non-payment.

10.4.1 The landlord may terminate this agreement by giving the notice required under clause 10.2.

10.4.2 If the landlord requests that management ends immediately, before the minimum period ends or before the required notice expires, the landlord must pay all commission, agreed charges and authorised third-party costs accrued to termination, together with an early termination charge equal to the management commission that would have been payable during the remaining minimum or notice period. That charge will not exceed three months' management commission and will be calculated using the monthly rent then payable, or the most recent monthly rent collected.

10.4.3 Where an agent-introduced tenant remains in occupation, the landlord may transfer management to themselves or another agent after the minimum period and notice requirements have been satisfied and all sums properly due have been paid. No further management commission becomes payable after the effective termination date unless expressly agreed in the signed appointment schedule.

10.4.4 No early termination charge is payable where the agent has committed a material breach and failed to remedy it within 14 days after receiving written notice, becomes insolvent, or ceases to hold any legally required redress or client-money protection membership.

10.4.5 The initial minimum period, notice requirement and early termination charge must be clearly disclosed in the appointment schedule before the landlord accepts this agreement.

10.5 Cancellation rights

Where consumer law gives the Landlord a cancellation right - including qualifying agreements made online, by telephone or away from our office - the Landlord may cancel within 14 days starting the day after this agreement is made, subject to any statutory extension. Cancellation may be notified to info@richmondholmes.com. Full cancellation instructions and the optional cancellation form accompany this agreement.

The full cancellation information and optional model cancellation form are in Appendices A and B, which accompany this agreement.

Introductions and cancellation fees

10.6 Introduced tenant protection fee

10.6.1 If, during this appointment or within 12 months after it ends, the landlord grants a tenancy or licence to a prospective tenant effectively introduced to the property by Richmond Holmes Estates, but completes the letting directly, through a connected person or through another agent outside the selected Richmond Holmes Estates service, the landlord must pay Richmond Holmes Estates a one-off introduction fee equal to six weeks' rent.

10.6.2 The fee is 6/52 of the higher of: (a) the annualised rent actually agreed for the letting; and (b) the annualised market rent most recently confirmed in writing between Richmond Holmes Estates and the landlord before the introduction. For example, where the higher figure is £1,200 per month, the fee is £1,661.54.

10.6.3 A prospective tenant is effectively introduced only where Richmond Holmes Estates can evidence a documented identification together with a viewing, negotiation or other step that materially led to the letting. Richmond Holmes Estates will provide an introduced-party list when the appointment ends.

10.6.4 This fee does not apply merely because management of an existing tenancy transfers after valid termination, does not duplicate a tenant-find or introduction fee already paid for the same letting, and will not be claimed more than 12 months after this appointment ends.

10.7 Cancellation and the administration fee

Cancellation or termination of the management appointment does not release the Landlord from an introduced-tenant or occupier protection fee properly payable under clause 10.6. Where the Landlord grants a tenancy or licence outside the selected Richmond Holmes service to an occupier effectively introduced by Richmond Holmes within the period specified in that clause, the existing six-week fee remains payable despite cancellation or termination, subject to that clause's evidence requirements, calculation basis, exclusions and applicable statutory rights. Credit any administration fee already paid for the same letting to prevent double recovery. Cancellation alone does not trigger the six-week fee where the existing clause's conditions are not met.

An administration fee properly earned under clause 4.5 remains subject to the qualifications in that clause. If the Landlord cancels before the full fee has been earned, the full fee does not become payable automatically. Outside statutory cooling-off cancellation, any charge for incomplete administration must reflect reasonable, evidenced work and direct net loss attributable to the cancellation, allowing for costs saved and amounts recovered elsewhere, and must not exceed the two-week administration fee. The same work or loss must not also be charged under another termination or introduction provision.

Where a statutory cooling-off right applies, services must not start within that period without the Landlord's express request and the required information. Any payment on cancellation is limited to the proportionate amount lawfully payable for services actually supplied. Securing a tenant does not automatically remove that right or fully perform an ongoing management agreement. The agreed management termination provisions and any right to terminate for the Agent's breach continue to apply.

Part 4 - Insurance, data and liability

11. Insurance, tax and non-resident landlords

11.1 The landlord must maintain suitable buildings, contents and property-owner liability insurance and inform the insurer that the property is let and professionally managed.

11.2 The landlord is responsible for tax advice and declarations. If the Non-resident Landlords Scheme applies, the agent may deduct and account for tax unless HMRC has authorised gross payment.

11.3 The landlord must promptly notify the agent of any insurance claim, tax-authority direction, insolvency event or change of residence that may affect management.

12. Data protection, records and confidentiality

12.1 Personal data will be used to deliver the service, administer the tenancy, prevent fraud, meet legal duties and resolve disputes in accordance with the agent's privacy notice.

12.2 Information may be shared with tenants, applicants, contractors, professional advisers, schemes and authorities where reasonably necessary or legally required.

12.3 The landlord must handle personal data supplied by the agent lawfully, securely and only for a proper tenancy-related purpose.

13. Complaints, redress and client money

13.1 Complaints should first be made to Richmond Holmes Estates under its published procedure. If unresolved, eligible complaints may be referred to the agent's current approved redress scheme.

13.2 The agent will hold client money in accordance with applicable law, scheme rules and its published client-money handling procedure. Current redress and client-money protection certificates will be made available with these terms or on request.

14. Liability and indemnity

14.1 Nothing excludes liability that cannot lawfully be excluded, including liability for fraud or death or personal injury caused by negligence.

14.2 The agent is not liable for loss caused by the landlord's breach or inaccurate information, a tenant or contractor, hidden defects, interruption outside the agent's reasonable control, or action taken reasonably on professional or official advice.

14.3 The landlord will reimburse the agent for reasonable loss, cost or liability properly incurred when acting within the landlord's authority, except to the extent caused by the agent's negligence, fraud or breach of contract.

15. Sale to an introduced occupier

15.1 If selected in the appointment schedule, a fee of 1.5% of the completed sale price is payable where the landlord sells the property to a tenant or occupier first introduced by the agent during the appointment or within 12 months after it ends.

15.2 This fee is payable only where the landlord expressly selected and accepted it before appointment. Conveyancing, sales progression and any separate sales agency service are not included unless agreed.

General terms and electronic acceptance

16. Changes, notices and general terms

16.1 A material change to services or fees must be notified in writing with reasonable notice and will not apply retrospectively. A change required by law may take effect when the law requires.

16.2 Contractual notices may be delivered by hand, prepaid post or email to the latest notified address. Statutory notices remain subject to their own legal service requirements.

16.3 If a provision is unenforceable, the remainder continues. A delay in enforcing a right is not a waiver. No third party has a right to enforce this agreement.

16.4 English law applies and the courts of England and Wales have jurisdiction, subject to mandatory consumer rights.

17. Electronic acceptance

17.1 Typing a name, drawing a signature and selecting the acceptance declarations is intended to authenticate this agreement.

17.2 The electronic signing system will retain the document version, date and time, signatory details, consent record and appropriate audit data, and provide a completed copy to both parties.

17.3 These terms are a simple contract and are not intended to be executed as a deed.

Supersession of previous terms

From the effective date of these V.1 Terms of Business, they supersede and replace all previous residential letting and management terms of business between Richmond Holmes Estates and the Landlord for the Property and services covered here, except accrued rights, unpaid sums, tenancy-related liabilities and written provisions expressly stated to continue.

Appendix A - Cancellation information

Where the Landlord is an individual acting wholly or mainly outside their trade, business, craft or profession and this appointment is a qualifying distance or off-premises contract, the Landlord may cancel without giving a reason. This includes qualifying agreements made online, by telephone or away from the Agent's business premises. The right runs from the making of the contract until the end of 14 days beginning the following day, subject to any statutory extension.

To cancel, communicate a clear decision to the Agent before the deadline, for example by emailing info@richmondholmes.com or writing to RH Estates & Solutions Ltd trading as Richmond Holmes Estates, 5 The Lanes, Sutton Coldfield, B72 1YG. The supplied cancellation form may be used but is not compulsory.

Services may begin during that period only at the Landlord's express request, recorded on paper or by email or another durable medium. If the Landlord then cancels, a proportionate payment for services actually supplied before cancellation may be due, but only where the required information was provided and the law permits payment. The calculation will reflect the service supplied against the agreed total price, or its market value if that price is excessive. Starting work or arranging a tenancy does not itself remove the right to cancel. Loss of that right through full performance requires the Landlord's prior express request and acknowledgement required by law.

Any refund due will be made without undue delay and within 14 days after the Agent is informed of cancellation, using the original payment method unless otherwise agreed, without a refund fee. No early termination penalty applies to a valid statutory cancellation. These rights take precedence over conflicting minimum-term, notice and fee provisions.

The Agent will reasonably cooperate with handover once all properly due sums have been settled, subject always to statutory duties and cancellation rights.

This appendix forms part of the agreement and is supplied before acceptance. It applies only where the statutory consumer cancellation right exists.

Appendix B - Model cancellation form

Complete and return this form only if you wish to withdraw from the contract.

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

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

GOODS / SERVICE

ORDERED ON [*] / RECEIVED ON [*]	DATE
NAME OF CONSUMER(S)	ADDRESS OF CONSUMER(S)

SIGNATURE OF CONSUMER(S) - ONLY IF THIS FORM IS NOTIFIED ON PAPER

[*] Delete as appropriate.

Agreement and signatures

By signing, each party confirms that the appointment schedule is complete, the selected package and charges have been disclosed, and they agree to these terms, including the accompanying appendices. Every owner should sign unless an authorised signatory has written authority to sign for them.

LANDLORD / AUTHORISED SIGNATORY	ADDITIONAL LANDLORD
SIGNATURE / DATE	SIGNATURE / DATE
FOR RICHMOND HOLMES ESTATES	SIGNATURE / DATE

ELECTRONIC SIGNING RECORD / DOCUMENT VERSION / DATE AND TIME

Each party should retain the completed agreement, schedules, appendices and any special conditions.

Commencement of services

Residential landlord terms

This provision forms part of the accompanying V.1 agreement when supplied and accepted with it. It clarifies service timing and preserves the other agreed terms. It does not retrospectively vary an existing signed agreement.

Richmond Holmes Estates will normally begin the agreed agency or management services immediately after the completed agreement has been signed by the customer and accepted by Richmond Holmes Estates, unless a different start date is recorded in the appointment schedule. Work remains subject to the agreed service scope, the customer's lawful instructions, necessary identity and ownership checks, access, funding and other required consents or information. This does not authorise physical works or a binding property transaction beyond the authority separately given in the agreement.

Where a statutory consumer cancellation period applies, services will begin during that period only after the customer's express request, recorded on paper, by email or another durable medium, and after the required cancellation information has been supplied. The general signature alone is not treated as that request. Without it, services under the new appointment will begin after the cancellation period ends, or on a later agreed date. If the customer validly cancels during that period, only the proportionate amount lawfully payable for services actually supplied may be charged. Starting work or finding a tenant or buyer does not by itself remove cancellation rights.

This provision does not create a new fee, accelerate an existing fee trigger or increase any agreed cancellation charge. Outside statutory cooling-off cancellation, only charges properly payable under the agreement and applicable law may be recovered, with no double recovery for the same work or loss. Statutory cancellation rights take precedence over conflicting fee, minimum-term and notice provisions.