



CRITCHLOW

ESTATE AGENTS | SALES & LETTINGS

TERMS OF BUSINESS

Lettings 2026

Critchlow Estate Agents
Suite 8, Federation House,
Station Road,
Stoke-on-Trent,
ST4 2SA

Levels of Service

What We Do	Fully Managed
Free Valuation	✓
Free Accompanied Viewings	✓
Advertising on all major platforms & 'To Let' board	✓
Pre-Tenancy documentation including Right to Rent	✓
Negotiate all applications	✓
Carry out tenant & guarantor referencing	✓
Prepare and complete tenancy agreements	✓
Collect the first months rent & deposit	✓
Advise on non-resident landlord tax status and HMRC (if applicable)	✓
Carry out Inventory & Schedule of Condition at the start of a tenancy	✓
Provide tenants with a method of payment for ongoing rent	✓
Arrange for compliance safety certificates to be completed & renewed (costs apply)	✓
Carry out Check Out & Schedule of Condition at the end of the tenancy (costs apply)	✓
Rent collection & processing	✓
Arrears chasing & advice on rent arrears	✓

Levels of Service Continued

What We Do	Fully Managed
Arrange maintenance, where required	✓
Routine property inspections at six and twelve months after the tenancy begins, and annually thereafter.	✓
Assist with deposit returns & negotiations	✓
Annual rent review	✓
Preparation of paperwork for court claims, First-tier Tribunal hearings or insurance claims. Attendance is charged separately where applicable.	✓
PRS Database compliance updates - when the applicable requirements take effect	✓

Optional Services

Rent & Legal Protection (additional terms & conditions apply)	From £27.99 per month inc. IPT	From £335.88 per year inc. IPT
Management Take On - Transfer of an existing tenancy. Taking over the management of an already-tenanted property. Includes a review of tenancy documentation and property compliance, a rental review, a property inspection and arrangements for future rent payments to be made to Critchlow Estate Agents.	£300 inc VAT	Deducted from the first month's rent collected.

Landlord Fee Schedule

Energy Performance Certificate (EPC)	Minimum EPC rating E, unless a valid exemption applies. Certificates are normally valid for 10 years.	From £72 inc VAT
Gas Safety Certificate	A legal requirement conducted by an approved professional. Valid for 12 months.	From £84 inc VAT
Electrical Installation Condition Report (EICR)	Required at intervals of no more than 5 years or sooner if report specifies.	From £225 inc VAT
Portable Appliance Testing (PAT)	Not a legal requirement. However, the law expects landlords to maintain appliances in a safe condition, failure to do so could result in a negligence claim.	From £78 inc VAT
Legionella Risk Assessment	Landlords must assess and control the risk of exposure to Legionella. A simple assessment may be sufficient for a low-risk domestic property. A professional assessment can be arranged where requested or needed.	From £72 inc VAT
Smoke Alarms, Heat Alarms & CO Alarms	Regulations require landlords to ensure the property is equipped with working alarms at the start of a tenancy.	From £30
Inventory & Schedule of Condition	An essential document to record the condition of a property at the start of a tenancy. Included as part of our set up fee, for a separate inventory instruction a cost applies.	From £50 inc VAT
Check Out & Schedule of Condition	An essential document to record the condition of a property at the end of a tenancy.	From £45 inc VAT
Additional Property Visits	Should you wish for any additional property inspections, this covers the cost of carrying out the inspection and compiling the report.	£60 inc VAT

All prices include VAT where applicable

Landlord Fee Schedule Continued

Right to Rent Renewal Check	Undertaking a repeat check on a time limited visa in accordance with the Immigration Acts 2014 & 2016. Notifying the Home Office should an illegal occupier be identified	£18 inc VAT
Deposit Registration	Included within the Fully Managed service. We register and hold your tenants' deposit with a Government authorised scheme. We will issue the tenants with the Deposit Certificate & Prescribed Information. Charge applicable for Management Take On's where deposit transfer or registration is required.	Included/ £60 inc VAT*
Court Attendance	Court attendance fees, per hour.	£75 inc VAT
Licence Application Fee	Excludes the cost of the licence and any risk assessment or other documentation required to grant the licence.	£180 inc VAT
HMO Compliance Inspection	A mandatory inspection required by Local Authorities to ensure HMO's meet safety, amenity and licensing standards.	From £96 inc VAT
HMO Fire Annual Service (FAS)	A mandatory annual inspection, including professional servicing of fire detection systems, emergency lighting & fire extinguishers to comply with the Regulatory Reform (Fire Safety) Order 2005.	From £102 inc VAT
HMO Emergency Lighting (EML)	A mandatory monthly test and annual service to ensure a safe evacuation procedure during power failures. To comply with the Regulatory Reform (Fire Safety) Order 2005.	From £96 inc VAT

All prices include VAT where applicable

* Applicable for Management Take On's Only.

Landlord Fee Schedule Continued

Key Cutting	Where required and on landlord instruction.	From £8 inc VAT per key
Maintenance Administration	A fee is added for arranging and coordinating works, calculated on the contractor's VAT-inclusive invoice. Safety certificate prices already include a £25 inc VAT arrangement commission, with no additional maintenance administration fee.	12% inc VAT below £1,000; 7% inc VAT for £1,000 or more. Safety certificate commission included in published certificate prices.
Landlord Withdrawal Fee (before tenancy start)	To cover any marketing, advertising, tenancy set up costs should you decide to withdraw your property before a tenancy starts. (Applicable for the first 4 weeks of marketing).	£240 inc VAT
Management Termination	To terminate the management services of Critchlow Estate Agents during a tenancy.	£234 inc VAT
PRS Database Registration Assistance	Assistance with registration and submission of required property information when the applicable PRS Database requirements take effect.	£40 inc VAT

All prices include VAT where applicable

Redress and Client Money Protection

Critchlow Estate Agents Ltd is a member of the Property Redress Scheme.

Our client money is protected through Client Money Protect. Our membership certificate is available on our website and on request.

Our complaints procedure is available on our website and on request.

Recommended Optional Services

Rent & Legal Protection

If we collect the rent on your behalf, you can take out a comprehensive rent and legal insurance policy. No matter how thorough our referencing checks are there will always be a small number of tenants that fail to pay on time or in full.

Our optional Rent & Legal Protection may cover unpaid rent and legal costs associated with recovering possession, subject to the provider's eligibility requirements, cover limits, exclusions and claims conditions.

Subject to Terms and Conditions

Additional Reassurance for Landlords

- Support with unpaid rent, subject to the policy's cover limits and claims conditions.
- Legal expenses cover for eligible possession proceedings.
- Access to the support and services included in the provider's policy.
- Cover is subject to eligibility, exclusions, any applicable excess or waiting period, and the provider's full terms and conditions. Policy information is available on request.

	Monthly Cost (inc. IPT)	Annual Cost (inc. IPT)
Up to £700pcm Rent	£27.99	£335.88
£701-£2000pcm Rent	£29.99	£359.88
£2001-£3000pcm Rent	£39.99	£479.88
£3001-£5000pcm Rent	£54.99	£659.88
£5001-£8000pcm Rent	£68.99	£827.88

Our Lettings Process

- 1. Marketing Your Property** - A 'To Let' board can be erected at your property to maximise the marketing potential. We will feature your property on Rightmove, Zoopla and our website www.critchlowstateagents.co.uk with top quality photography. A comprehensive marketing campaign is in place to make sure your property reaches a wide audience of suitable tenants at a price agreed with you as quickly as possible.
- 2. Choosing the Right Tenant** - We pre-vet all of our tenants when they arrange their initial viewing. All of our tenancy applications are in depth application form that must be completed in full before we will discuss any application with you. Ultimately, you choose your tenant, we would never make this decision for you.
- 3. Negotiating the Terms of the Tenancy** - To get off on the right foot, we will ensure both you as the landlord and your new tenant understand their obligations and are clear on what has been agreed. Our staff are trained to negotiate the terms and conditions of a tenancy.
- 4. Holding Deposit** - Once you have chosen your new tenant, they will pay a holding deposit to take the property off the market while we complete the referencing process. This is collected from the applicant and is the equivalent of 1 weeks' worth of rent. The deadline for entering into the tenancy agreement is 15 days from receipt of the holding deposit, unless a different deadline is agreed in writing with the applicant. If agreed, we will confirm this on your behalf with your new tenant. We will handle holding deposits in accordance with the Tenant Fees Act 2019. Failed referencing alone does not justify retaining a holding deposit. Where retention is legally permitted, we will provide the required written explanation within the statutory deadline.
- 5. Referencing** - When we reference all prospective tenants and their guarantors (if applicable) we carry out full credit checks, affordability & income checks, PEP and sanction checks, landlord reference (if applicable). We obtain proof of ID (Right to Rent) also. If anything is in doubt during this process we will contact you.
- 6. Tenancy Agreement** - Once the referencing process is completed successfully we will draw up the tenancy agreement, this is only available for all parties to sign electronically once we have all the safety certificates in place (EICR, GSC and EPC). A fully signed copy will be sent to all parties once everyone has signed this document. Additional clauses can be added on request.
- 7. To Begin Your Tenancy** - We do highly recommend all of our landlords have a good quality inventory and schedule of condition of the property conducted prior to the tenancy commencing and at the end of the tenancy. These are imperative in claiming for anything during deposit disputes at the end of the tenancy.

Our Lettings Process Continued

8. **Collecting Your Rent** - We will transfer you the rent we received from your tenant within 10 days of the payment being made to us. We will provide you with regular statements to show your incomings and outgoings. On the rare occasion a tenant fails to pay their rent on time, we will handle all arrears chasing promptly.
9. **Arranging Repairs & Maintenance** - Where the property is Fully Managed, tenants will report all repairs and maintenance to us. Upon notification, we will assess the issue and inform you accordingly. You must instruct us arrange repairs using a contractor from our approved panel, or alternatively you may choose to appoint your own contractor. Where we arrange and coordinate maintenance on your behalf, our maintenance administration fee applies as set out in the Landlord Fee Schedule. Published safety certificate prices already include our arrangement commission.
10. **Arranging Compliance Documentation** - Where the property is Fully Managed, we will instruct approved contractors to renew any necessary safety certificates to ensure the tenancy remains compliant. Alternatively, you may choose to appoint your own contractor. Where we arrange and coordinate maintenance on your behalf, our maintenance administration fee applies as set out in the Landlord Fee Schedule. Published safety certificate prices already include our arrangement commission.
11. **Protecting the Deposit** - We will arrange protection of the tenancy deposit in a government-authorised scheme and provide the required prescribed information within 30 days of receiving the deposit.
12. **PRS Database** - We will advise you on registration requirements as they take effect for your property. Where instructed, we can assist with registration and submission of the required information. Charges apply as set out in our Landlord Fee Schedule.
13. **PRS Database Updates** - We will assist with ongoing PRS Database updates when the applicable requirements take effect, within the scope of our Fully Managed service.
14. **Routine Property Inspections** - We will arrange routine inspections at six and twelve months after the tenancy begins, and annually thereafter, subject to access being available. We will provide a report with photographs where appropriate. Additional visits requested by you are charged as set out in our Landlord Fee Schedule.
15. **Reviewing Your Tenancy** - We will review the market rent annually. Where you instruct us to propose an increase, we will follow the applicable Section 13 procedure, notice requirements and restrictions on timing.

Our Lettings Process Continued

16. **Ending Your Tenancy** - At the end of the tenancy, we can arrange and carry out a check-out inspection to assess the condition of the property against the original inventory and schedule of condition. A check-out report will be prepared and provided to you, highlighting any tenant damage, cleaning requirements, or breaches of the tenancy agreement. Where instructed, we will also liaise with contractors, cleaners, or inventory clerks to obtain quotations and coordinate remedial works. A check-out inspection and administration fee will be charged in accordance with our current fee schedule. Any maintenance arranged following the check-out is subject to the maintenance administration fee set out in our Landlord Fee Schedule.
17. **Remarketing** - When the property returns to the market at the end of a tenancy we will advise you on current market conditions and value as well as any improvements that you might need to make to secure a new tenant and minimise any void period.

Landlord's Legal Obligations

This section will inform you of your legal obligations as a landlord. These are only a brief overview of the key obligations you have to comply with. These will change from time to time as the law changes. This is not intended to be a full list and if you have any questions you should seek independent advice or visit www.gov.uk/renting-out-a-property

- **Energy Performance Certificate** - Since 1st April 2018, any rented property is required to have a minimum EPC rating of E, unless a valid exemption applies. You must make sure a tenant has a copy of this EPC before the start of their tenancy. The EPC rating must be included in property advertisements.
- **Gas Safety Certificate** - If your property has gas you must ensure a yearly gas safety check is carried out on all gas appliances (including flues). Checks must be performed by a Gas Safe Registered engineer and a copy of the certificate must be provided to the tenant before a tenancy commences.
- **Electrical Installation Condition Report (EICR)** - Electrical installations must be inspected and tested by a qualified person at intervals of no more than five years, or sooner where the report specifies. Any required remedial work or further investigation must be completed within the applicable deadline. A copy of the report must be provided to new tenants before occupation and to existing tenants within 28 days of the inspection.
- **Deposit** - If a tenant pays a cash deposit it has to be protected using one of three government approved schemes. Both protection and prescribed information must be completed within 30 days of receipt.
- **Houses in Multiple Occupation (HMO)** - Based on the type of property, its location, occupancy and requirements of the Local Authority, a licence may be required. It is important you are familiar with the requirements in your area and how these might apply to your tenancy.
- **Right to Rent** - Before a tenancy starts, landlords in England have a legal obligation to make sure their tenants and any permitted occupiers have the right to remain in the UK. If they have this right for a limited amount of time, follow up checks are required. For more information please www.gov.uk/government/collections/landlordsimmigration-right-to-rent-checks.
- **Smoke & Carbon Monoxide Alarms** - You must install one smoke detector on each floor of your property that is classed as living accommodation. You must install a carbon monoxide alarm in any room which is used as living accommodation and contains a fixed combustion appliance, excluding gas cookers. The alarms must be installed and working at the beginning of the tenancy, faulty smoke and CO alarms must be repaired or replaced once reported and confirmed faulty.

Landlord's Legal Obligations

- **Furnishings** - You must make sure that any upholstered furniture you supply meets fire resistance standards. Labels attached to all new upholstered furniture show these standards. Separate European Standards for Safety cover internal window blinds and shutters and the danger posed by cords and chains to babies and young children.
- **Water & Bacteria** - You must ensure that risk from exposure to Legionella in water systems is properly controlled. Properties that remain empty, especially during the warmer months, and those with open cold-water tanks, swimming pools, hot tubs are at a higher risk. We recommend you carry out a risk assessment before the start of a tenancy.
- **General** - Before you enter into a tenancy, you must get any necessary permission from joint owners or mortgage lenders. If a property is leasehold, this includes (if necessary) any superior landlord or freehold owner. You should make sure you have landlord building and contents insurance. A normal homeowner buildings and contents policy does not tend to cover rental properties. If you do not have adequate cover you may be responsible for repair or rebuilding costs if your property is damaged or destroyed.
- **PRS Database Registration** - The Renters' Rights Act 2025 introduces a Private Rented Sector Database. Registration is due to begin on 15th December 2026 in the West Midlands, followed by a phased rollout across England. When the requirements apply to your property, you must ensure that the required landlord and property registrations are completed within the applicable deadline. We will explain the requirements and, where agreed, assist with registration. Our assistance fee is set out in the Landlord Fee Schedule. Any government registration fee is payable separately.
- **PRS Database Updates** - Once registered, you must ensure that the information and documents required for the database remain accurate and up to date. You agree to provide us promptly with any information needed and notify us of relevant changes. Where database administration forms part of our agreed service, we will assist with updates within that scope. Any separately chargeable work will be agreed with you in advance. You remain responsible for meeting your legal obligations as a landlord.

Our Fees

Fully Managed

8.4% inc VAT of rent collected.

£660.00 inc VAT Set Up Fee.

Payable at the start of a tenancy. Includes inventory & schedule of condition.

Management fees are deducted monthly from rent collected. The tenancy set-up fee is deducted from the first month's rent collected. Any outstanding balance is deducted from subsequent rent collected.

If you would like to apply for optional Rent & Legal Protection, please tick below. Cover is subject to eligibility and the provider's terms and conditions.

Rent & Legal Protection Please see the Recommended Optional Products page for costs,	
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Landlords Details

Full Address of Property to be Let:

Landlord(s) Full Name(s):

Correspondence Address & Postcode:

Preferred Contact Number: _____

Secondary Contact Number: _____

Preferred Email Address: _____

Secondary Email Address: _____

Name of Bank: _____

Sort Code: _____

Account Number: _____

Name on the Account: _____

Buildings Insurance Provider: _____

Contents Insurance Provider: _____

Signing Tenancy Documents on Your Behalf

I confirm that I authorise you in accordance with this Terms of Business to sign each and every Tenancy Agreement and any other documentation (apart from this contract) relating to the letting of the property as the agent acting on my behalf and I agree to be bound by the conditions that such agreements impose.

Signed: _____

Date: _____

Please confirm the following in regards to your rental property:

I confirm that I AM a UK resident (for tax purposes): **YES / NO**

I can confirm the property DOES have a gas supply: **YES / NO**

I can confirm the property does have an EPC in place with a minimum rating of an 'E' OR I have a valid EPC exemption in place: **YES / NO**

Where I am instructing you under the Fully Managed Service, I agree to provide you with a management set of keys: **YES / NO**

Where applicable, I agree for you to have a set of management keys cut at my expense, subject to reasonable cost: **YES / NO**

Signatures

Please sign below to confirm the following:

- I/We are the legal Landlord(s) of the property, or are authorised to let the property on behalf of the Landlord(s).
- I/We accept the Terms of Business.
- I/We will be responsible for notifying the insurer of the property that it is to be let.
- I/We will be responsible for notifying the mortgage provider (if applicable) that the property is to be let and provide a copy of that permission if requested by the agent.
- I/We confirm that any soft furnishings at the property comply with the current fire safety regulations and that all non-compliant furniture has been removed from the property.
- The Agent is instructed on a Sole Agency basis. The Landlord agrees not to instruct any other agent or market the Property independently during the term of this agreement.

Request to Start Services Immediately

- I/We expressly request Critchlow Estate Agents Ltd to begin the agreed marketing and/or management services immediately, including during any applicable 14-day cancellation period.
- I/We understand that this request does not remove any applicable statutory cancellation right. If I/we cancel during that period, a proportionate amount may be payable for services actually provided up to cancellation, as permitted by law.

Signed: _____

Date: _____

Signed: _____

Date: _____

Cancellation Notice

Statutory 14-Day Cancellation Right

If you enter into this agreement as a consumer under a distance or off-premises contract, you may cancel without giving any reason within 14 days after the day this agreement is entered into.

To exercise this right, notify Critchlow Estate Agents Ltd of your decision by a clear statement, using the contact details below. You may use the cancellation form provided, but this is not compulsory. You must send your cancellation notification before the cancellation period expires.

We will not begin services during this period unless you expressly request an immediate start. If you request this and subsequently exercise your statutory cancellation right, you may be required to pay a proportionate amount for services actually provided up to cancellation, where permitted by law. The fixed £240 marketing withdrawal fee and £234 management termination fee below do not apply to cancellation under this statutory right.

Any refund due will be made without undue delay and within 14 days after we are informed of your decision to cancel, using the original payment method unless you expressly agree otherwise. No refund administration fee will be charged.

Contractual Termination — No Active Tenancy

Subject to any statutory cancellation right above, you may end our appointment by giving two weeks' written notice where there is no active tenancy.

If you withdraw the property from marketing within the first four weeks after marketing begins, a marketing withdrawal fee of £240 including VAT applies to cover marketing and advertising costs incurred.

After the first four weeks of marketing, no marketing withdrawal fee applies.

Contractual Termination — Active Tenancy

Subject to any statutory cancellation right above, you may end our management appointment during an active tenancy by giving at least one month's written notice.

A management termination fee of £234 including VAT applies for the management handover, including tenant communication, documentation handover, deposit transfer where required and final accounting.

The one-month notice period applies during an active tenancy instead of the two-week notice period above. Management fees remain payable for services provided during the notice period.

To exercise your cancellation rights, you must inform us of your decision to cancel this contract
You can notify us using the contact details below:

Critchlow Estate Agents, Federation House, Station Road, Stoke on Trent, Staffordshire, ST4 2SA
OR

Via email: lettings@critchlowestateagents.co.uk

Alternatively you can use this cancellation notice:

To: Critchlow Estate Agents, Federation House, Stoke on Trent, Staffordshire, ST4 2SA.
I/We hereby give notice to cancel the Terms of Business relating to the Property, of which the address is:

Terms of Business Signed On (Date): _____

Signed: _____

Print Name: _____

Date: _____