

Savills terms of business for residential lettings

V3 June 2026

Your agreement with us



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Our TOB contains hyperlinks

If you're reading on a computer, tablet or smart phone you can click on the links, which are all coloured and underlined. If you're reading a paper copy, you can use a search engine to find the information.

Please bear in mind any other websites will have their own privacy policies, so please don't assume our rules are their rules. Please look at their privacy statements as soon as you enter their sites.

We're here to help you let your property

The first step is for you to agree and accept our terms of business, which must be read alongside our confirmation of instruction for lettings services. We've put these terms together so you're clear about what we can do for you, and what your and our responsibilities are.

In these pages you'll find:

- what services we can offer you, and our fees
- what you need to do to get ready for a tenancy
- answers to some common questions
- what happens next, once we've agreed how we're going to help.

If you've got any questions or concerns about anything in these terms of business, please do get in touch.

Once you've read everything and want us to let your property, please sign and send back our confirmation of instruction for lettings services

That means choosing which services you'd like from us, although of course you can always choose to add more services later on. Once you've signed and sent back our confirmation of instruction, including the forms, your relationship with us is legally binding. So, you might prefer to get independent legal advice before you sign.

When we get these signed terms back, we'll start working with you to market your property and find a tenant. And if you tell us to start marketing the property and showing it to potential tenants, these terms will be legally binding – whether you've signed them or not.

Please make sure all the information you give us is totally accurate

We're legally obliged to make sure we don't give tenants any incorrect or misleading information. They need to know everything that could affect whether or not they decide to rent your property. If you do give us incorrect or incomplete information, and we suffer a loss as a result, you'll have to reimburse and compensate both us and the tenant for all our losses.

The type of tenancy you have will affect the fees and charges we make as well as the deposit we can hold

A Housing Act Tenancy is the most common type of tenancy if you rent to private individuals.

These tenancies are referred to as Assured Shorthold Tenancies (ASTs). However, under the Renters' Rights Act, effective from 1 May 2026, they will be known as Assured Periodic Tenancies (APT) provided:

- you don't live in the property and don't share any accommodation with your tenant
- the rent is less than £100,000 a year
- the tenant is an individual and is using the property as their main home.

All other tenancies are Non-Housing Act tenancies (NHA). For example, if the rent is over £100,000 a year, or where it is not the tenant's main-home, or the tenant is a Company.

The rules are explained throughout.

Everyone must be treated equally

You must not unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

Any advice we give to you will reflect this.

These terms of business fall under laws of England and Wales

No matter where you live, the laws of England and Wales apply when we're letting property in the UK. So, these apply to these terms of business, and courts of England and Wales have exclusive jurisdiction.

1. Our fees

What is in this section?

You'll find:

- an overview of our fees for both Housing Act and NHA tenancies
- all fees, charges and percentages (%) are shown including VAT at the current rate of 20%.

If the standard VAT rate changes this will be changed.

An overview of our fees

What we charge you depends a lot on what kind of property you're letting and the tenancy type. But here's a breakdown of all our charges, to give you an idea of what to expect.

Your local office will talk you through these terms of business, the services we offer and what the relevant fees are for you. Any fees and charges will be dependent on the tenancy type. We explain our services in detail in section 4 of these terms of business.

A list of our main services can be found on page 17.

1.1 **You'll pay full commission on all the rent for the whole time the tenant (or connected person) stays in your property**

Whether it's someone we've introduced directly or indirectly who stays in the property on a new, extended or periodic tenancy, you'll need to pay full commission on all their rent for the whole time they stay.

1.2 **If a tenant, connected person or someone we've introduced buys your property, we'll charge 2.4% of the agreed sale price**

This may include discussing the sales price, agreeing the purchase price and moving the sale along. We'll invoice you for payment.

1.3 **If you sell, gift or transfer the title or any share of your property at any point during the tenancy to anyone else (including family members) you'll still need to pay our commission fee**

This'll be for the whole time the tenant, or any connected party, that we've introduced stays in the property on a new, extended or periodic tenancy.

If though under your sales agreement with the new owner they're entering into the same terms of business as agreed with us, transferring your obligation to pay our commission to them, only once we're in receipt of the new owners signed terms of business, will your responsibility to pay end.

1.4 **Any commission or fees you owe can be offset against any of your properties**

We'll offset rent received from one property to settle unpaid commission, fees or bills on another property you let with us if we need to.

If an amount of money is agreed to be paid from the deposit to you, it will be credited to your account. If there are monies due and outstanding on your account, we can deduct payment from the deposit credit.

1.5 **Letting and receiving rent**

15% of total rent, subject to the minimum fees.

Our minimum fee for London is £1,800

Our minimum fee for other regions is £1,200

1.6 Letting, receiving rent and management

20.4% of total rent, subject to the minimum fees. This includes 13.2% letting and receiving rent fee and 7.2% management fee.

Our minimum fee for London is £3,000

Our minimum fee for other regions is £2,400

If you or we decide to end our management service, following 28 days written notice, our fee will revert to the full letting and receiving rent service fee and service outlined in clauses 1.5 and 4.1.

1.7 How we take our commission will depend on the tenancy type you have

1.7.1 Housing Act tenancies

We'll take our letting and receiving rent fee as well as our management fee (if applicable) from the rent, in line with your tenants' rent payment frequency (for example monthly, quarterly, six-monthly or annually).

If you still owe us money after that, we'll invoice you and payment will be due within 14 days of the invoice date

1.7.2 Non-Housing Act tenancies

We'll take our letting and receiving rent fee in advance for each term of the tenancy.

If you still owe us money after that, we'll invoice you and payment will be due within 14 days of the invoice date

We'll take our management fee in advance in line with your tenants' rent payment frequency (for example monthly, quarterly, six-monthly or annually).

1.8 Short Lets

Letting and receiving rent **24% of rent**

Our minimum fee for London is £1,200

Our minimum fee for other regions is £1,000

Letting, receiving rent and management **30% of rent**

Our minimum fee for London is £2,000

Our minimum fee for other regions is £1,800

Our fee is due for the whole term of the tenancy and we'll take it in advance from rents received.

1.9 Management only service

£600 handover, and 7.2% of the rent every time it's due.

If you transfer management of your property to us, our minimum fee is £1,200

1.10 Vacant management

This depends on what you need, but it's a minimum of £200 per month. We'll invoice you for payment.

1.11 Pre-Letting service

£600 plus travel expenses. We'll invoice you for payment.

1.12 Our fees and charges

We'll charge you for all of the below, if they're relevant to the service you choose from us.

All our fees and charges are showing including VAT.

These charges relate to all tenancy types

Service	Charge
Tenancy paperwork	£385
Mid-term changes tenancy paperwork	£120
Paperwork for renewing a tenancy	£285 plus fees
Cancelling a let before a tenant moves in	£350 plus costs (including reference charges, tenancy agreement negotiation, tenancy agreement paperwork, any 3 rd party costs etc.)
Interest on unpaid fees or other money	3% above Bank of England base rate per annum, calculated daily

These charges depend on your tenancy type

Service	Charge		
	Housing Act Tenancies	Non-Housing Tenancies	Company Tenancies
Right to rent checks	£60 per person		
Deposit registration	£60 per year for each registration		
Tenant and/or Guarantor references	£60 per person		
Tenant reference credit check only	£19 per person		
Inventory check-in	3rd party charge: e.g. for a 3-bed (unfurnished) £324	3rd party charge: e.g. for a 3-bed (unfurnished) £324 Your tenancy agreement will say if the tenant will pay one of these charges or if you're liable for both.	
Inventory check-out	3rd party charge: e.g. for a 3-bed (unfurnished) £234	3rd party charge: e.g. for a 3-bed (unfurnished) £234 Your tenancy agreement will say if the tenant will pay one of these charges or if you're liable for both.	
Change in any sharer	£425		
Change in any additional sharer that takes place at the same time as above	£100		
Right to rent follow-up for expiring time limited document check	£96 per person		

These charges are dependent on whether or not you ask us to, or we have to, carry out any of the services

	Charge		
Service	Housing Act Tenancies	Non-Housing Act Tenancies	Company Tenancies
Change in ownership set-up, per property based on the work involved	£120 to £600		
If your property needs a licence	3 rd party charge to be agreed between yourself and the licensing company		
Serving a Section 13 Notice	£285		
Attending court per hour	£120		
Attending court (one of our Directors) per hour	£240		
Sending a CHAPS payment in the UK	£30		
Making a payment outside the UK	£30		
Submitting non-resident landlord returns to HMRC per landlord	£150 per quarter		
Sending a consolidated statement	£50		
Copy of head lease from the HM Land Registry website (where available)	£7		
Transferring deposit to landlord or other agent during tenancy	£120		
Serving a Section 8 Notice (grounds 1 and 1a)	£150		
Serving a Notice to Quit		£150	
Helping you recover deposits through TDS adjudication	£150 per hour		
For managed tenancies only:			
Handle payment of any service charges and ground rent	£75 per payment we make on your behalf		
Arranging decorative or refurbishment works where the cost is £4,000 or more Getting quotes, if you then organise the work yourself Getting quotes, if you then decide against any work	14.4% of net cost of works £600 £120		
Meeting contractors, third parties to assist with insurance claims, HMO visits and/or any additional property visits	£150 per visit		
Any licence holding (Where you live outside of the UK and the local authority scheme insists on a UK based holder)	£150 per year		
For non-managed tenancies only:			
Arranging inventory appointment	£60 per appointment		

2. Legal definitions

What is in this section?

Because these terms of business are a legal contract, some words have a particular or 'extended' meaning. We've explained what those specific meanings are here.

If anything about these definitions isn't clear, or you'd like to discuss them in more detail, please do get in touch.

2.1 'connected person'

This includes any:

- guarantor (including proposed or former guarantors) of the tenant
- subsidiary company of the tenant, as defined in section 838 of the Income and Corporation Taxes Act 1988 (ICTA 1988)
- holding company of the tenant, as defined in section 838 of ICTA 1988
- person who lived at the property during the tenancy, including people who were only licencees of the tenant.

2.2 'deposit'

A payment made by the tenant, which we hold for the length of the tenancy, as per the tenancy agreement.

We keep it as security against any damage the tenant causes to the property, and any rent arrears.

2.2.1 If the tenancy is a Housing Act tenancy, there are rules for the amount of deposit we can take. The tenant will pay the equivalent of five weeks' rent, unless the annual rent is £50,000 per year or over when we'll ask for the equivalent of six weeks' rent.

2.2.2 If the tenancy is a Non-Housing Act tenancy, we'll ask the tenant for the equivalent of six weeks rent, unless you have allowed them to have a pet and then it'll be the equivalent of eight weeks rent.

2.3 'holding deposit'

The Tenant Fee Act 2019 makes changes to how we must deal with any tenancy offers. Where the tenancy is a Housing Act tenancy once you accept an applicant's offer on your property, we'll ask them for an advance payment which is to show their commitment. This will be the equivalent to a maximum payment of one weeks rent.

Once the holding deposit is received the property should be taken off the market (unless otherwise agreed) and you, the tenant and any guarantor have until the tenancy start date to sign the tenancy agreement. If agreed in writing by both parties, this period can be reduced. We will call this period the 'holding period'.

2.4 'fit and proper person'

A person who has not:

- committed any offence involving fraud or dishonesty, violence, drugs or sexual offence (this includes unspent convictions)
- practised any unlawful discrimination or broken any law or regulation relating to housing, landlord or tenant law
- done anything that has led to a property they own or manage being made subject to a control or management order, or enforcement action (including works carried out in his/her default by the local authority)
- ever been refused a licence or had a licence revoked for breach of any conditions of a licence granted under Part 2 or Part 3 of the Housing Act 2004 for any property.

2.5 'landlord', 'you' or 'your'

The owner, person, firm or company (including a limited liability partnership) instructing us to let the property. That's the same person or people who sign this agreement as landlord on the instruction form.

2.6 'non-resident landlord' (NRL)

A landlord who's resident outside the UK for tax purposes.

2.7 'pet'

An animal kept by a person mainly for personal interest, companionship and/or ornamental purposes.

2.8 'property' or 'premises'

The houses or buildings together with any land and outbuildings you list on the instruction form for letting.

If we let or agree to let any other properties for you, they'll also fall under this definition.

2.9 'rent'

All rents, premiums and ground rents for the property combined.

2.10 'renewal'

For any Non-Housing Act Tenancies, this means any period beyond the initial fixed term of the tenancy. That can be an extension, a new fixed term or a further period where the tenant or a connected person carries on living at the property. This also includes where the initial fixed term carries on as a periodic tenancy.

For the avoidance of doubt, "renewal" has no legal meaning in relation to Housing Act tenancies granted or continuing on or after 1 May 2026, and any continuation of such a tenancy occurs by operation of statute only.

2.11 'short lets'

A tenancy for less than six months where the Property is not occupied by the Tenant as their main and principal home, and which is not intended to create a Housing Act Tenancy.

2.12 'stakeholder'

The landlord's agent, who holds any deposits as an independent third party. When you sign these terms, we become your agent and hold all deposits as the stakeholder.

2.13 'tenancy'

The combined total length of time where the named tenant or a connected person lives at the property, whether or not they happen to because of an option in the original agreement.

2.14 'tenant'

The person, people, firms, companies or any other entity you let the property to.

2.15 'we', 'our', 'us' or 'Savills'

Savills (UK) Limited, which is a subsidiary of Savills Plc, and includes any successors and assigns.

3. A few terms and conditions

What is in this section?

You'll find:

- a few terms and conditions
- our liability and data protection information.

3.1 T&Cs

3.1.1 Our fees apply to the total rent in your tenancy agreement

We'll charge them whether or not you receive rent from your tenants, and they'll still apply if you renew or extend the tenancy or if it rolls over into a periodic or statutory periodic tenancy. They'll apply if your costs increase too, including (but not limited to) any compensation you agree with your tenants, like reducing the rent. That's if you negotiate compensation through us or independently.

3.1.2 Our lettings fees apply even if you end the tenancy early

If you agree with the tenant to end the tenancy early, we won't refund the letting fee. You should agree with your tenant a figure they must pay you to cover the fees originally paid to us.

3.1.3 The rent includes all the outgoings you're responsible for

Unless we agree otherwise, the figure we quote to tenants includes things like:

- insurance
- ground rent
- the service charge
- service contracts.

3.1.3.1 But doesn't include things the tenant pays for directly, like:

- gas and electricity
- water
- the phone line rental and broadband
- fuel oil
- council tax.

3.1.4 Some notes about protecting your property from digital crime and transferring money

3.1.4.1 Keeping your property safe - property-related fraud protection with Title Guardian

Title fraud is a digital crime that can result in a homeowners property being stolen when a fraudster changes a homeowner's title deeds without their knowledge.

Title Guardian, a third-party provider we work with, can help with this for properties let in England or Wales. They offer a 24/7 service which monitors thousands of digital sources for signs of suspicious activity relating to both an owner's identity as well as their associated property details offering.

As soon as they notice any suspicious activity you'll be instantly notified if a fraud threat is detected.

If you would like Title Guardian to contact you to discuss their product, the prices and how you can sign up please tick the consent box on your Confirmation of Instruction form. You can also learn more on their website: www.titleguardian.com/landlords

3.1.5 Some notes about transferring money**3.1.5.1 Protecting your money**

Because cyber-crime and fraudulent activity are continuously becoming more sophisticated, we've got a process to follow for both setting up your bank details and for if they change mid tenancy.

When we set up or update your bank details, we may contact you to confirm them or ask you to provide additional documentation to verify them.

We can't amend bank details for one off payments, if you wish money to go to another account you'll need to organise this yourself.

We won't ever change our bank details during a transaction with you. If you receive any notifications to say we have, please email us at LCS@savills.com before taking any action and we will advise next steps.

3.1.5.2 It can take up to eight days for rent to clear in your account

That's because we have to allow up to five working days for rent to clear before we can transfer it. And it can then take three days for the money to arrive in your account.

The 'clearing' system for business accounts is different from personal accounts, which is why these transfers take a bit of time.

We won't transfer any rent until we've received your completed and signed Confirmation of Instruction.

3.1.5.3 We can arrange same day bank transfers for you, for a fee

Please write to us with two working days' notice if you need a same-day transfer (called a CHAPS or Clearing House Automated Payment System payment). We'll charge you for each CHAPS payment – you'll find the price on page 7. Please bear in mind we're not responsible for any loss you suffer if the bank's same-day transfer fails.

If we send money outside the UK, we'll charge you for the transfer. (See the section on our fees for more information on page 7).

If you decide not to go ahead with the tenancy and your tenant has paid any monies from an overseas bank account, you'll be responsible for paying our bank charge for the tenants refund of monies.

3.1.6 How we look after your money**3.1.6.1 We hold money on your behalf in an instant access account**

The account is called Savills (UK) Ltd, Client Account Re Landlords, and it's with Barclays Bank Plc, 1 Churchill Place, Canary Wharf, London, Greater London, E14 5HP, United Kingdom. You won't get any interest on the money there, or any bank charges.

3.1.6.2 We hold your tenants' deposits in a client account

We keep any interest from that account, and don't pass any bank charges on to you.

3.1.7 Our rules on payments**3.1.7.1 You'll need to pay our fees within 14 days of getting our invoice**

We'll take our fees and any other costs from the first rents you get. If you still owe us money after that, you'll need to pay within 14 days.

3.1.7.2 We'll charge interest if your payment is late

If you don't pay what you owe within 14 days, we'll charge interest at 3% above Bank of England base rate per annum calculated daily. We'll also charge you £30 each time we have to chase you for late payments. If we have to use solicitors or other parties to recover our fees, costs or charges, you'll have to pay us back for all those costs.

3.1.8 Our rules on commission**3.1.8.1 We'll get commission if we refer you or your tenant**

If we introduce you or your tenant to any third-party service providers or another member of our group of companies, and you or they do business with them, we may be paid commission. Once their services are engaged, if you ask us in writing we'll be able to tell you the amount. We can't accept any liability for any advice or services you obtain from any third-party service provider.

3.1.8.2 We might pay commission to third parties

If third parties introduce new clients, applicants or business to us, we might pay them commission. Any commission we pay will come out of money we make from the introduction.

3.1.9 If you agree to a tenant leaving early

The tenant should pay any compensation for leaving early, but we won't refund you any of our fees. The tenant will also have to compensate us or you for any costs or losses.

3.1.10 When we vary our terms or our charges

We reserve the right to vary our terms/and or charges as needed from time to time. If we do make a change, we will provide you with a minimum 30 days' written notice detailing the change(s) and their effective date.

3.1.11 When new legislation and/or regulations require our terms to change

If there's a change in law and or regulation that means our terms must change, it's important to know the version you've agreed will be treated as being updated in line with the new rules. This means you must comply with the new legislation and or regulations from the date they become enforceable. This only will vary Your statutory obligations.

3.2 Protecting you and us

We have a policy for how we hold and may use your personal details in the provision of our services. Our privacy policy explains how we use the information that we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures, we have in place to safeguard your privacy. Further details can be found on our website, savills.co.uk/privacy-policy.

3.2.1 Keeping your information safe

The General Data Protection Regulations (GDPR) (EU) 2016/679 provides protection for individuals' data and privacy and places obligations on companies to handle personal data accurately, fairly and in a lawful manner. We may use your personal information in our provision of services to you. Please see our Privacy Notice for details of how your personal information will be used. Our Privacy Notice can be found on our website: savills.co.uk/privacy-policy.

You have a right to know what we do to keep your information safe. Below, we've listed some of the different ways we might use your data as part of our relationship with you.

We have to keep your data on file in case either we or you are audited. So, we'll keep your data for as long as we legally need to, in accordance with our Retention of Data Policy.

For more information about how we protect your data, please contact our database management team on data@savills.com or write to our Company Secretary at:

15 Finsbury Circus
London
EC2M 7EB

3.2.1.1 Giving you the best service

By signing these terms, you're agreeing that we can share your information with Savills Plc, any other member of the Savills Group, or any of our contractors or your tenant. They might be located, or have employees located, outside the European Economic Area.

That information includes:

- your contact details
- the work we've done for you
- your Savills contacts.

We share this information, so we can:

- give you the services you've asked for
- tell you about other services we think you might find useful
- tailor our marketing so it's more relevant to you
- deal with any disputes.

3.2.2 Sharing personal data

On occasion, we may need you to provide your full cooperation and assistance to us where there has been a data breach, complaint, notice or communication relating to personal data of a tenant that may have been processed.

3.2.3 Contacting you by email

We'll correspond with you by email in the course of carrying out the services you've chosen from us. We can also contact you by email to offer you similar products or services, as long as we give you the option to opt out at any time.

3.2.4 Using artificial intelligence technologies

In providing our services, we may utilise artificial intelligence ("AI") systems and related technologies to support, enhance, or automate certain aspects of the Work. These technologies may be used for, without limitation, tasks such as data analysis, document drafting, research, communications, and process optimisation.

Relevant outputs generated or assisted by AI will be subject to appropriate human review and professional judgement. We remain responsible for the quality, accuracy, and suitability of our services, regardless of the use of AI tools.

Any personal or confidential information processed by AI systems will be handled in accordance with applicable data protection laws, our Privacy Notice, and our confidentiality obligations under these Terms of Business. We will not use your data to train AI models unless authorised by you.

By engaging our services, you acknowledge and consent to our use of AI technologies as described above.

3.2.5 Complying with government regulations

3.2.5.1 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended)

We have to collect and keep some information to comply with anti-money laundering regulations and the Proceeds of Crime Act 2002. We might also search databases and make checks on directors and 'beneficial owners' if we need to. That's why we ask for proof of your identity early on in our relationship – if we don't get it, we won't be able to carry on working with you until we do.

3.2.5.2 Register of overseas entities

The Register of Overseas Entities came into force in the UK on 1 August 2022 through the new Economic Crime (Transparency and Enforcement) Act 2022. The legislation is retrospective which means any property or land bought on or after 1 January 1999 in England and Wales (8 December 2014 in Scotland) is bound by the rules

Overseas entities owning property in the UK may need to register with Companies House. It's your responsibility to establish if you need to register as well as obtain an Overseas Entity ID if established relevant. It's a civil and criminal offence if you don't register when you are required to do so, and in addition will impact your ability to deal with or acquire property in the UK. This includes the registration of title and/or any rights with the Land Registry.

We're not liable for any such registration or associated registration advice and will accept no responsibility for your delay to any registration or failure to register. To learn more about your responsibilities in this regard please visit the Government [website](#).

3.2.5.3 The Finance Act 2011

We have to answer requests from HMRC for information about rental income for Resident and Non-resident Landlords. In those circumstances, the information we give is exempt from the General Data Protection Regulation, as per Schedule 2, paragraph 2 of the Data Protection Act 2018.

3.2.5.4 Criminal Finances Act 2017 – preventing the facilitation of tax evasion

We can't change any of our transaction details, for example changing any invoice dates, changing the description of any of our services or directing invoices to overseas companies to avoid the payment of VAT.

3.2.5.5 The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020

Gives an individual legal protection for a temporary period from creditor action if they're in problem debt, access to professional debt advice, and enables them to enter the debt solution that is most appropriate for their circumstances. The protection includes pausing most enforcement action and contact from creditors and freezing most interest and charges on their debts.

If they qualify for the protection, their debt is placed on the Insolvency Services Electronic Register.

The eligibility for breathing space

- A standard breathing space is available to anyone with problem debt. It gives them legal protection from creditor action for up to 60 days. Applications can be made through seeking debt advice from a debt advisor.
- Mental health crisis is available to someone receiving mental health crisis treatment and lasts as long as the person's mental health crisis treatment, plus 30 days (no matter how long the crisis treatment lasts). Application is made through an Approved Mental Health Professional without the need to take debt advice; others can also make applications on behalf of the individual.

If we receive notification from Insolvency Services that your tenant has been granted standard/mental health crisis breathing space, you must stop all action related to the debt that is owed to you. This means that, for the arrears that are protected under the breathing space, you'll be unable to:

- Accrue interest on late rent.
- Send late rent notifications/chasers.

In addition, we won't be able to accept an instruction from you to operate a break clause that is conditional on rent arrears.

To learn more about the Government regulations [click here](#).

3.2.5.6 Renters' Rights Act 2025

You must comply with the Renters' Rights Act 2025 and all applicable MHCLG guidance for private rentals in England. This includes the statutory requirements relating to:

- annual rent increases made strictly via the statutory Section 13 process and not through contractual rent review clauses. The rent may only be increased once in any 12-month period and cannot be increased in the first year of the Tenancy;

- prohibitions on rental bidding, discrimination, and requiring more than one month's rent in advance;
- ending your tenancy by serving your tenant a section 8 notice on the appropriate grounds in Schedule 2 of the Housing Act 1988;
- 12-month protected periods, you may not seek possession under Ground 1 (occupation by landlord or family) or Ground 1A (sale of dwelling house) of Schedule 2 of the Housing Act 1988 unless at least 12 months have passed since the start of the Tenancy;
- 12-month restricted periods, where possession is sought or obtained under Ground 1 (occupation by landlord or family) or Ground 1A (sale of dwelling house) of Schedule 2 of the Housing Act 1988. You are further subject to a restricted period of 12 months following the expiry of the relevant Section 8 notice, during which the Property must not be re-let, marketed or advertised for letting. During any such restricted period, We may refuse to act on any instruction to market, re-market or advertise the Property for letting;
- rules governing advertising, tenancy terms, tenant rights, written statements, and enforcement responsibilities.

We will not act on any instructions that would place Us, You, or the tenancy in breach of legal or regulatory obligations. This includes situations where landlord instructions would breach rental bidding or advertising rules. We do not provide legal advice, and You should seek independent legal advice where necessary.

You agree to indemnify Us against any loss, liability, cost, penalty, enforcement action, or claim arising from your non-compliance with statutory or regulatory duties, or from any inaccurate, incomplete, or misleading information You provide Us. All information supplied to Us must be accurate, complete, and kept up to date in accordance with all legal and statutory requirements.

3.2.5.6.3 Advance rent for Housing Act tenancies

For Housing Act tenancies, you cannot require rent to be paid in advance except as permitted by law. From the commencement of the Renters' Rights Act, you may only require up to one month's rent (or 28 days' rent where the rental period is less than one month) after the tenancy agreement is signed and executed and before the tenancy starts.

Once the tenancy has begun, you must not require rent to be paid before the due date. A tenant may choose to pay early or in advance voluntarily, but this must not be a condition of the Tenancy.

We won't request or accept any rent payment that breaches these rules. If you ask us to do so, we may refuse to act or withdraw from the instruction, and you agree to reimburse us for any resulting loss or penalty.

3.2.5.7 Making Tax Digital (MTD) – Landlord Responsibilities

From 6 April 2026, landlords with Gross Turnover over £50,000 (from rental and self-employment, excluding PAYE and pensions) must keep digital records and submit quarterly tax updates to HMRC using approved software. This requirement will apply to those with Gross Turnover over £30,000 from April 2027, and likely over £20,000 from April 2028.

You agree to:

- Keep digital records of all rental income and expenses.
- Submit quarterly and annual tax returns to HMRC via MTD-compatible software.
- Ensure compliance with MTD rules, including for jointly owned properties.
- Provide us with any information needed to support your compliance, where relevant.

It is your responsibility to determine if you are in scope for MTD and to comply with all HMRC requirements. Further guidance is available at: <https://www.gov.uk/guidance/find-software-thats-compatible-with-making-tax-digital-for-income-tax>

3.2.6 Our insurance activities are authorised

We're not authorised by the Financial Conduct Authority (FCA) for insurance mediation activities, but we are included on the register maintained by the FCA (register.fca.org.uk). This part of our business, including arranging for complaints or redress if something goes wrong, is regulated by the Royal Institution of Chartered Surveyors (RICS).

3.2.7 The limits of our liability**3.2.7.1 Both parties are only liable in certain circumstances**

Neither we nor you are liable for lost profits, lost business or goodwill, or any other kind of damage suffered by the other, including because of legal action by a third party.

3.2.7.2 Our total liability in the aggregate is no more than £1 million

Unless we agree otherwise in writing, our liability is limited in the aggregate to £1 million. That's for any and all things connected with these terms of business for contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or anything else. If we accept liability to more than one party, it's still limited to £1 million in the aggregate between all parties, and it's up to those parties to decide how to divide it.

That's unless it's because of:

- a death or injury due to negligence
- fraudulent misrepresentation
- anything that can't be restricted or excluded by law.

3.2.7.3 We're not liable for any loss because of information we send you electronically

If, through no fault of our own, information is corrupted or modified because we've sent it electronically, we're not liable for any losses you suffer.

If you send us information electronically, it's up to you to make sure that it's virus free.

3.2.7.4 We're not liable for any loss or damage caused by a third party

We'll always use reasonable efforts to make sure we vet any third-party contractors we organise for you, so they're up to our standards. But we can't accept any liability for any work done badly, or loss caused, by a third party we arrange on your behalf. If you have a dispute with a contractor, it's between you and them.

3.3 Selling your property to a tenant

If you want to sell your property to a tenant, connected person or someone we've introduced or they have expressed interest or made an informal approach, you must tell us. We can help by discussing the sales price, agreeing the purchase price and moving the sale along (see clause 1.2 for our fee).

4. Our service, in detail

What is in this section?

Over the next few pages you'll find a list of our main services.

But, of course, we can tailor what we offer to suit you. We'd be happy to discuss what sort of package we can put together.

4.1 Letting and receiving rent

We'll look after organising and overseeing all of the things listed below. Unless we've said otherwise, they're included as part of the service – you'll find details of any individual fees on the fee's pages, 6 to 7.

4.1.1 Finding a tenant

4.1.1.1 Marketing your property

We'll:

- market your property online (on our website, plus other property portals), and potentially in Savills branch windows and newspapers
- put a property brochure together for you, with floor plans if you need them
- share your property details with other agencies on a 'fee sharing' basis (at no extra cost to you) to help find a tenant, unless you ask us not to
- arrange and go along to viewings
- negotiate offers with prospective tenants and pass them on to you.

If you choose to market your property with more than one agent, you'll need to make sure, that at all times, the rent advertised is consistent.

4.1.1.2 Agreeing a deal

We'll:

- agree terms with tenants
- in most circumstances for example, when an applicant has a verifiable income source and/or lives in the UK we will seek references for you through a third-party reference company. If you don't want us to get references you must tell us. Please see clause 8.5.1. for more details about referencing
- carry out initial right to rent checks for an extra fee (see page 6)
- put a tenancy agreement together, and get it signed by all parties (our fee is shown on page 6)
- collect deposits and first rent payments before the tenancy starts
- hold the deposit as stakeholder
- register Housing Act tenancy deposits with the Tenancy Deposit Scheme (TDS), for an extra fee (there's more about this in the FAQs)
- tell tenants who's managing the property, if it isn't us.

4.1.2 Receiving rent

We'll:

- ask your tenants to set up their rent payments to us, and pass them to you with statements
- chase any rent that's more than five days late, and keep you up to date and let you know if you need to take legal advice

4.1.2.1 Essential notes when receiving rent

We ask tenants to adhere to the following rules when making payment:

- tenants must use either CHAPS or Electronic/BACS transfers to make payment
- we do not accept payments via money transfer companies, in cash, by credit card or by cheque

- we must receive the full payment from one of the named tenants, and this must be from one bank account
- we will only release keys to the tenant when we have confirmation from our bank that their full payment has been received and approved as 'cleared funds.'

4.1.3 Renewing a tenancy

If you have a Non-Housing Act tenancy, our letting and receiving rent fee will include our renewal service and we'll:

- check with you to see if you want to renew the tenancy
- advise you on market conditions and how to set rent
- reappraise your property, if you want us to
- get in touch with tenants before the tenancy ends to talk about renewing
- offer you the option of getting new references, once the rent period has finished, for any tenants who'd originally passed because they were paying in advance, our charge is shown on page 6
- negotiate renewal terms with your tenants, put together documents and ask all parties to sign them
- get your tenants to update their payments.

4.1.4 Reviewing rent

If you have a Housing Act tenancy, our letting and receiving rent fee will include our annual rent review service and we'll:

- contact you once a year to see if you want to increase the rent
- advise you on market conditions and how to set rent
- reappraise your property, if you want us to
- get in touch with tenants before the anniversary to talk about the rent review
- negotiate the rent review with your tenants
- prepare and serve the section 13 notice on your tenants
- get your tenants to update their payments

4.1.5 Immigration Act 2016 – important information

- 4.1.5.1 The Act makes it easier for private landlords to evict illegal migrant tenants.
- 4.1.5.2 If you have a tenant or occupant change during the tenancy you must make sure they have a valid right to rent in accordance with the Immigration Act 2014.
- 4.1.5.3 If you are aware (or have reasonable cause to believe) your tenant or occupant is in the country illegally you must take steps to legally terminate the tenancy.
- 4.1.5.4 If you receive a notice from the Home Secretary telling you any tenants in the property do not have the right to rent then you must take steps to promptly terminate the tenancy.
- 4.1.5.5 If you fail to terminate the tenancy promptly you may be committing an offence, this can result in an unlimited fine and up to 5 years in prison.

For further advice about the above please speak to your local Savills contact or you can email lettingscustomerservices@savills.com.

4.1.6 Short lets letting and receiving rent:

This includes everything in our 'letting and receiving rent' service, except for seeking applicant references.

4.2 Our Letting and receiving rent with management

This includes everything in our 'letting and receiving rent' service, plus the things below. Again, unless we've said otherwise, they're included as part of the service – you'll find details of individual fees on pages 6 to 7.

4.2.1 Looking after your property

4.2.1.1 Keeping an eye on your property

We'll:

- visit the property at least once a year, and at least once during the tenancy, to check it's being looked after. If your tenancy is less than 6 months, we won't complete this visit during the tenancy. We'll also put together a report on any obvious damage or disrepair (but please bear in mind that we're not doing a full survey, and we're not responsible for reporting anything that's concealed or not obvious)
- investigate anything we notice about the property, or anything the tenants tell us about
- meet third parties regarding any insurance policy claims, which we'll charge you for.

4.2.1.2 Getting work done

We'll:

- keep a minimum working fund of at least £800 to get work done for you if the rent is payable monthly in advance
- need to keep a higher working fund if the rent is payable three, six, twelve months or more, in advance. We'll keep a minimum of:
 - £1,000 if rent is paid three-monthly
 - £2,000 if rent is paid six monthly/annually
- And we'll ask for an additional £2,000 if you ask us to pay any service charge or ground rent invoices.
- instruct contractors for any works needed as long as we have enough working fund. If your working fund gets low, we'll top it up from the rent or contact you to ask for additional funds
- deal with day-to-day management (this includes making repairs without getting quotes or your permission first, as long as they're no more than £500 inc VAT per item)
- always try to get two quotes for jobs if the first quote is over £1,000 inc VAT for London, and £750 inc VAT elsewhere
- organise our approved contractors for emergencies when we can't contact your preferred suppliers, if you have any – depending on who's liable, either you or the tenant will pay the full costs for this.

When we ask for funds for any works, we'll need you to pay them quickly because we can't instruct any contractors unless we have enough money on your account.

Please bear in mind we won't automatically look after your property if it's empty. That's 'vacant management', and we offer it as a separate service. You'll find details of this service on page 21.

If you'd like us to arrange any works before the tenancy starts, under clauses 4.5 and 4.6, we'll need the funds before we can instruct contractors.

If the cost of the works is more than any money we hold on your account, we'll need you to pay quickly to avoid works being delayed.

4.2.1.3 Service charge and ground rents

We recommend that you pay any service charge or ground rent invoices directly but if you'd prefer us to pay them please let us know. Our fee for this is shown on page 7. We'll pay the invoice on receipt from your working fund. If the invoice is late to us or lost in the post, or if you don't have enough funds on account and don't give us monies in time, any fines for late payment will be your responsibility to pay.

4.2.1.4 We'll let any utility suppliers and the local authority know about a change of occupier

We'll tell them when tenants arrive and when they leave, except telecom suppliers and any communal energy providers, you'll need to deal with them directly.

4.2.1.4.1 You must tell us if the property's heating or cooling is provided by a heat network supplier before we market your property

Under the Heat Network (Metering and Billing) Regulations 2014 (As amended in 2015 and 2020) the supplier must make at least an annual charge for the provision of heating, cooling or hot water. They must use meter readings which evidence the customers use.

If you have an exemption, you must tell us and provide evidence.

You can either include the charge in the advertised rental amount or you must provide all the below details to the Tenant and Agent before an offer is agreed

1. the name and contact details of the heat supplier
2. the expected cost of the annual supply. This may be included in a heat supply contract, tenancy/lease agreement or service charge summary if it's not you must get supply estimates and indications of any future price changes
3. details of who the tenant must contact if there are any heat supply interruptions, what the agreed response time is and any compensation for unplanned outages
4. details of any consumer scheme the heat network is part of.

If you don't provide the relevant information prior to your tenant agreeing to the tenancy and any costs are incurred for use of the property's heating or cooling provided by the heat network supplier you'll be responsible for those charges.

4.2.2 Looking after the check-in and check-out

We'll:

- organise an inventory clerk to put together an inventory and schedule of condition before the tenancy starts (there's an extra third-party charge from the inventory company for this), you'll be responsible for this charge
- organise the inventory clerk to do a check-in at the start of the tenancy you'll be responsible for paying this charge
- organise the inventory clerk to do a check-out at the end of the tenancy:
 - for Housing Act tenancies, you'll be responsible for paying this charge
 - for Non-Housing Act tenancies, the tenant generally pays this third-party charge unless both you and the tenant have your own Inventory clerks at the appointment. If this is the case, you'll both be responsible for paying their individual charges.
- When tenants are vacating your property between the months of December and February, they'll be asked in their what to do at the end of tenancy letters to set the heating to 16 degrees Celsius, unless you tell us otherwise.
- tell you about any damages or compensation you're due from the tenants' deposit
- organise repairs or replacements, as long as there's enough money in your account
- ask your tenants for their forwarding address
- return any keys by recorded delivery when you ask for them – as long as there's enough money in your account.

Please bear in mind:

- you shouldn't leave anything of personal, sentimental or financial value
- anything you leave stored in lofts, cellars, garages, sheds or any other outbuildings will not be recorded and are therefore left at your own risk
- the inventory clerks we use are independent, and we're not responsible for any mistakes they make, or anything they leave out.

4.3 Management only

We can give you a management only service, if you've already arranged a tenancy yourself or through another agent. That's all the management services we've listed on page 18, but without any of our 'finding a tenant, renewal and rent review' services. The same fees apply for the management services we've listed elsewhere.

4.4 Pre-letting service

If you're buying to let, we'll:

- do a visual check of the property (if it's a new build, we'll liaise with you, your surveyor and developer if we need to; for other properties, we'll tell you about anything we think would make it a more attractive proposition)
- collect keys, passes, fobs and arrange for copies
- organise meter readings for gas, electricity and water, and tell the utility companies that you've bought the property
- arrange the following things if needed, with an appropriate third-party contractor, for an extra fee:
 - a gas safety inspection and report
 - an electrical installation condition report
 - a portable appliance test
 - a furniture and furnishings inspection
 - cleaning the property

4.5 Furnishing, redecoration and refurbishment

We can manage any of these things, either before or during a tenancy (we'll pass on the contractors' charge for each):

- furnishing your property
- refurbishing or replacing furniture
- redecorating your property
- gardening

We'll charge to arrange any decorative or refurbishment work that costs £4,000 inc VAT or more. In each case, we'll give you an estimate or quote for any work. If we give you an estimate or quote, but then you choose to instruct the contractor directly, we'll charge you a fee for our time.

4.6 Vacant management property visit

Our management service continues until the end of the tenancy. After this and before you let, or between tenancies, we can offer a vacant management property visit. This includes a visit to the property once a month (or more often for an additional fee) to carry out a visual check for any apparent maintenance issues and to collect any post delivered to the property.

5. Before finding a tenant

5.1 Sorting out the admin

5.1.1 Make sure you find out if there are any planning applications

You'll need to check your local authorities' website to see if any applications for works, extensions, refurbishment and so on are pending, granted or have been refused. And you must tell us immediately when you find out, so we can advise applicants before they view your property.

If you don't tell us and we market and then let your property without having told them, if any development work impact on the tenant's quiet enjoyment (for example building work noise, additional traffic noise, unsightly scaffolding and so on) they will be able to make a claim against you for compensation. You must keep checking the website and letting us know of anything you find out until the day your tenant moves in.

5.1.2 Make sure you have the right permissions to let your property

There can be serious consequences if you don't have the right permissions. You could breach head lease conditions, or even end up having your property repossessed.

- Insurance is an obligation under your tenancy agreement, and you'll need specialised rental insurance for the building and any contents you leave in case your home is damaged and needs any repair. You should keep a copy.
- If you've selected our managed service, we'll need a copy to pass to your tenant. If you've selected our letting and rent receipt service you'll need to send it directly to your tenant. The tenant needs to know the conditions to make sure they don't void the policy.

As the landlord, it's your responsibility to make sure you will:

- check the lease allows you to let your property
- get written permission from the head lessor to let the property
- check that the let doesn't exceed the length of the lease
- send us a copy of the head lease if you've selected our managed service, or directly to your tenant if you have our letting and rent receipt service
 - you may be able to find a copy of your head lease on the HM land registry website. If it's there, you can download it, or ask us to for a charge (details on page 7)
- get permission from your lenders to let the property and remember to contact them again at any renewal or extension – some don't agree to lets of longer than twelve months
- get buildings, contents and any public liability insurance specifically for letting a property in place from the tenancy start date. The insurance partners we use The Lettings Hub, can help with this
- tell any existing insurance companies you're planning to let, and it's noted on your policy.

5.1.3 Make sure you have permission to erect a sign board

Some local authorities do not allow To Let boards to be displayed outside properties. Before signing our confirmation to give us your instructions to go ahead and instruct a 3rd party to put up a sign board for your property you must first ensure you have permission.

5.1.4 When a tenant makes an offer

Depending on the tenancy type we'll ask them for an advance payment to show their commitment to your property:

- for Housing Act tenancies this is the holding deposit
- for Non-Housing Act tenancies this is the Pre-Tenancy Application Charge (PTAC).

5.1.4.1 The holding deposit

The payment they'll make will be equivalent to a maximum payment of one week's rent.

- The law says that once the payment is received the property must be taken off the market, we call this the holding period.
- The usual holding deposit period will start on the date we receive the tenants holding deposit monies as cleared funds and will end on the start date of the tenancy as per the tenancy agreement. If you wish this to be a shorter period, you must discuss this with us before agreeing to any offer as it must be agreed in writing by both parties before the tenant makes the holding deposit payment.

5.1.4.1.1 What happens to the holding deposit

- If the tenancy goes ahead, we'll put the payment towards the first rent due.
- If you decide not to proceed, the full holding deposit paid must be repaid to the person who'd made the payment within seven days of you withdrawing from the tenancy. You'll be liable for our cancellation charges as well as our time if we've done any or all of the following; arranging and attending viewings, travel costs, instructing references, drafting the tenancy agreement.
- If the tenant doesn't go ahead because of any of the following reasons:
 - their application includes false or misleading information, which would affect your decision to rent your property to them, unless they can prove that it was given in error
 - they or any guarantors change their mind about going ahead with the tenancy and withdraw their application
 - any guarantors, or anyone acting on their behalf, cause any delays to the tenancy being completed
 - they fail to take all reasonable steps to enter into the tenancy for example; they don't provide information requested to support their application
 - they fail any right to rent checks.

the holding deposit will be used towards any costs we have incurred, and any balance will be paid to you.

5.1.4.2 Pre-Tenancy Application Charge (PTAC)

The payment they'll make will be the equivalent of one weeks rent or £600 (whichever is greater).

What happens to the PTAC:

- if the tenancy goes ahead, we'll put the payment towards the first rent due
- if you decide not to proceed, the full PTAC paid must be repaid to the person who'd made the payment and you'll be liable for our cancellation charges as well as our time if we've done any or all of the following; arranging and attending viewings, travel costs, instructing references, drafting the tenancy agreement
- if the tenant doesn't go ahead the PTAC will be used towards any costs we have incurred, and any balance must be refunded to the tenant.

5.1.5 Make sure you've told us if your property has any form of cladding before we market your property

The Department of Levelling Up, Housing and Communities has established a Building Safety Programme to make sure that buildings are safe – and people feel safe – now, and in the future. The Government has banned combustible materials in the external walls of high-rise residential buildings of 18 metres (6 floors) and over.

Under the Digital Markets, Competition and Consumers Act 2024 the applicant must be told before they view the property if the property has any form of cladding, no matter how many floors it may have. The applicant needs to understand the full picture so they can make an informed decision before they decide to live in the property.

5.1.6 Make sure you've told us how utilities are charged at your property

5.1.6.1 Utilities and written information for Housing Act tenancies

For Housing Act tenancies, we're required to give tenants certain written information about key terms of the tenancy. We'll include this information in the tenancy agreement. It is

essential that this information is accurate and current. Failure to provide it may result in a fine of up to £7,000.

You'll need to tell Us whether utilities are:

- i. included in the rent;
- ii. charged separately and payable by the tenant directly to You; or
- iii. payable by the tenant directly to the relevant utility provider, developer, managing agent, communal energy provider or other third party.

Where utilities are charged separately and payable by the tenant directly to You, You must tell us:

- the amount payable for each utility and when it will be due, or
- an explanation of how and when the tenant will be told the amount and the due date of each payment.

5.1.6.2 Third party and communal billing arrangements

Where utilities are payable by the tenant directly to the relevant utility provider, developer, managing agent, communal energy provider or other third party, the written information provided to the tenant may state that:

- utilities are billed by a third party provider or managing agent;
- You do not control the level of charges, tariffs or billing cycle; and
- the relevant provider or managing agent will contact the tenant directly once the account is set up and will explain the charging arrangements at that stage.

5.1.7 Short let requirements

Where the Property is let as a Short let, you confirm and agree that:

- 5.1.7.1 You are responsible for ensuring that the proposed use of the Property as a short let is lawful and permitted, including (without limitation) compliance with planning law, local authority restrictions, superior lease provisions, lender requirements and insurance conditions.
- 5.1.7.2 In Greater London, the use of a residential property for temporary sleeping accommodation is restricted to a cumulative maximum of 90 nights in total within any calendar year, unless express planning permission has been obtained from the relevant local planning authority. Once this 90 night threshold has been reached, only lets of 90+ days are permitted within that calendar year.
- 5.1.7.3 You warrant that either:
 - the Property will not be used for lets less than 90 nights up to 90 cumulative nights in any calendar year; or
 - where use in excess of 90 nights is intended, you have obtained and will maintain valid planning permission permitting such use, and will provide evidence to us on request.
- 5.1.7.4 You acknowledge that any breach of short letting restrictions may result in enforcement action by the local authority, including financial penalties, planning enforcement notices and/or restrictions on future use of the Property.
- 5.1.7.5 We do not provide planning or legal advice and shall not be responsible for monitoring the number of nights the Property is occupied as a Short let. Responsibility for compliance with all Short let requirements rests solely with you.
- 5.1.7.6 You will indemnify us against all losses, liabilities, costs, claims or enforcement action arising from any failure to comply with Short let requirements.

6. Things to do before your tenants move in

What is in this section?

Here's a list of things you'll need to organise in time for the start of your new tenancy. Unless we've said otherwise, these are all things that you'll need to pay for yourself, alongside the services you've chosen from us. But we can help you organise most of them.

It's really important to work through this list thoroughly. Lots of these things are legal requirements and you can end up in serious trouble if you don't get everything done.

So please do get in touch if you've got questions or concerns about anything here.

6.1 Sorting out the admin

6.1.1 Read, sign and return your tenancy agreement

Once you've agreed an offer with your prospective tenants, we'll put together a tenancy agreement. It'll include all the clauses we've negotiated and explain your and the tenants' obligations. You'll need to make sure you're happy with it, then sign and send it back to us. You might want to get independent legal advice before you sign it too.

We use our standard tenancy agreement for all tenancies.

If you opt for our managed service then you must use our standard tenancy agreement, however we can add any reasonable specific clauses you request provided they are agreed by the tenant.

If you have chosen to manage the property yourself and wish to use your own tenancy agreement once you've sent us the final draft or copy, we will pass this on to the tenant for signing. We cannot advise you on the content or lack of content in your own document, you will need to employ a legal advisor in that regard. When we send the document to the tenant, we must advise them that the document has not been produced by Us and that they should take independent legal advice before signing. We cannot be held liable for anything the tenant does or doesn't do related to your agreement.

6.1.2 Depending on how many tenants you have, and/or which local authority area your property is in, you may need a licence to let.

You can read more in our [Licensing and HMO guide](#).

6.1.2.1 Before we start marketing, you'll need to tell us:

- 6.1.2.1.1 if your property needs a licence, but you have not yet applied
- 6.1.2.1.2 if you have applied for, but not yet received the final licence. You agree to give us:
 - the proof of application (including the application reference number and proof of payment, and
 - details of the proposed licence holder.
- 6.1.2.1.3 if you have a licence. You agree to:
 - give us a copy, and
 - confirm you have complied with all and any special conditions.
- 6.1.2.2 Should the number of occupiers determine the need for a licence, and you agree to a let with that number of occupiers or more, you agree that you will complete, submit and pay for the licence application.
- 6.1.2.3 Where a licence to let your property is needed, in certain circumstances, you will need to apply for planning permission. You must ask your local authority who will advise you. Where planning permission is needed you agree and understand that you:
 - will apply for and obtain the necessary consents

- understand that where the property use is to go back to a family home, you will need to apply for and obtain consents to revert
- let us know straight away if planning permission to let your property is refused or has been refused in the past.

6.1.3 Applying for and holding the licence

If your property needs a licence, we can put you in contact with a licencing company who can apply for the licence in your name. When you speak to them, they'll let you know what information they'll need and discuss their charges with you.

If you instruct them following an introduction by us, they'll pay us commission.

If we're managing your property and you, or the licencing company you've instructed ask us to, we'll provide them with the information we hold but you'll need to complete their application form and provide them with any other data they need.

If we're managing your property and you live overseas, and your property is in an area where the local authority states the licence holder must be UK based, we can hold the licence for you. We'll charge you an annual licence holding fee to do this, (our fees are shown on page 7). This is in addition to the licence fee charged by the local authority.

6.1.3.1 If you don't tell us your property needs a licence you agree that:

- you are solely responsible for making sure your property has the relevant licence with the local authority
- you will apply for, hold, renew and comply with any relevant local authority licensing scheme as required and in accordance with the relevant scheme rules
- whether we collect the rent or not that you are the 'person having control' and 'person managing' your property in accordance with Section 263 of the Housing Act 2004.

6.1.4 If you have a licence and we're managing the property or collecting the rent for you, whether it's held in your or our name, you agree that you:

- will immediately respond when we contact you asking for instructions relating to anything to do with your property and the licence
- will immediately provide us with funds needed to perform licence holder or property management related duties to meet the licence conditions
- authorise us to complete, and charge for, any additional visits to the property (we include one visit per year) that we must make in order to comply with the licence conditions
- authorise us to arrange, and to pay on your behalf, for the display of the licence and any other required documents in the property, if necessary
- will indemnify us for all liability that falls upon us if:
 - if you fail to apply for a licence, or,
 - if you have a licence and fail to comply with any conditions of that licence or fail to respond or adhere to any instructions from the local authority included but not limited to any enforcement notices they may serve upon you.
- agree that we may release information about you, your property and your tenants to the local authority and trusted third parties at the time of the application and in the future
- authorise us to immediately cancel holding your licence for any reason and without notice and if we should do so, you will immediately apply for a new licence
- will not receive a refund of the fees you have paid if we must cancel holding your licence as result of something you have or have not done
- agree that we may advise the relevant Local Authority, upon termination of our services that we no longer manage, rent collect or let the property and that any subsequent costs associated to applying for a new licence will be borne by you.

- will notify any 'interested parties' (anyone who could be impacted by the licence conditions) such as the freeholder, mortgage company or insurance company, that either you or a third party have made a licence application and tell them who the licence holder will be. If you fail to comply with any of the above we reserve the right to terminate our rent collection/management service in line with Clause 7.16.

6.1.5 If your property is let as a House in Multiple Occupation

- 6.1.5.1 You agree that you will comply with the [HMO Management Regulations 2006](#) – including completing any necessary work to bring your property up to the relevant standard.
- 6.1.5.2 If we manage your property, you authorise us, and will provide funds for us, to carry out any necessary works required to bring your property to the relevant standard.

6.1.6 You must comply with any rules, regulations or conditions relating to licensing

- 6.1.6.1 Both failing to have a licence and/or failing to comply with the conditions of the licence, whether a licence was required at the start of the tenancy or if a scheme is introduced during the tenancy, is a criminal offence. You can read more about the penalties in our [Licensing and HMO guide](#).
- 6.1.6.2 We can end our contract with you without any notice or penalty if we think you haven't complied with any part of the rules, regulations or conditions before or during our relationship. That doesn't affect any claim by either of us to do with anything else in these terms.
- 6.1.7 You will indemnify us for all liability that falls upon you or us if your property needs a licence and you fail to apply for one or if you have a licence and fail to comply with any conditions of that licence or fail to respond or adhere to any instructions from the local authority included but not limited to any enforcement notices they may serve upon you.

6.1.8 Rental income is classed by HM Revenue and Customs as taxable income. If you're a non-resident landlord (NRL);

6.1.8.1 We must receive rent from the tenant on your behalf

6.1.8.2 You'll need to tell us your NRL number

You have to pay income or corporation tax on any rental income in the UK. You can apply to HMRC for self-assessment status and an NRL number, if you haven't got one already. If you get it, that means we'll give you the entire rent with no tax deducted minus our fees and any other costs or charges, and you'll be responsible for accounting to HMRC.

6.1.8.3 If we don't have a valid NRL number for you

We'll have to take basic rate tax from any rent we receive for you before we can pay it to you and hold it in an instant access account until we make the next return to HMRC in line with their quarterly dates.

We'll charge each non-resident landlord £150.00 for each submission (each quarter period until we know your valid NRL number). The account is called Savills (UK) Limited Client Account Re Landlords Tax Account, and it's with Barclays. We'll keep any interest earned on the money in that account, and you won't have to pay any bank charges.

6.1.8.4 If you apply for self-assessment status and don't get it

We have to complete quarterly returns for you and HMRC, which we charge for (see our fees on page 7 for details). You might have to apply to HMRC for a tax refund once your accounts are up to date if HMRC agree to self-assessment.

6.1.8.5 If you jointly own your property

And it is registered on the Land Registry as 'jointly owned', HMRC would expect to see the income allocated equally between the joint owners.

We pay rental income equally to the joint registered owners unless you can demonstrate and provide proof that you are entitled to receive income in unequal shares. We'd need to

see a copy of the official letter from a solicitor, or a certified copy of the Declaration of Trust and/or an official letter from a solicitor confirming any different apportionment.

6.1.8.6 HMRC will need our Savills agency approval number

For on-line forms the number is: NA-08205. For postal forms the number is: NA-008205. The address to be used is: Savills (UK) Ltd, 1 Church Road, Richmond-Upon-Thames, TW9 2QE.

6.2 Getting the property ready

All of these things need to happen, and they're your responsibility as the landlord. But if you choose one of our managed services, and you ask us to, we can organise them for you.

6.2.1 Making sure the property has a professional clean

Before your tenants move in, you'll need to make sure the whole property is professionally cleaned. That includes things like carpets, windows, blinds and curtains. If your property is a new build or if works have been completed between tenancies, you'll need to pay for an additional 'light' clean (for example, to get rid of any settlement dust). This should happen within the last 24 hours before check-in.

6.2.2 Getting an Energy Performance Certificate (EPC)

If you don't already have one, we'll arrange one for you. An EPC lasts for ten years. Your property must have an energy efficiency rating of E or above. You can't rent a property with an F or G rating without either carrying out some energy efficiency works or applying for an exemption. Department for Business, Energy & Industrial Strategy's Guidance.

6.2.3 You'll need to let us know whether there is a working telephone line at the Property

Whilst you're not obligated to provide a working telephone line, you must inform the tenant if the property doesn't or won't have one.

6.2.4 Carrying out health and safety checks

This is serious – these are all legal requirements and if any of them don't happen, you could be fined or even imprisoned.

6.2.4.1 Making any asbestos checks

If you know, or suspect there might be, any asbestos in your property, you'll need to arrange for an asbestos survey. If the survey says you need any work done, that has to happen before the tenancy starts. If you've already got an asbestos management plan in place, we'll need to see a copy of the report and let the tenants know.

6.2.4.2 Organising a legionella test

You'll need to carry out a risk assessment on the water system at your property. Things like swimming pools, plunge pools, hot tubs and saunas are at higher risk of legionella bacteria. But even if you don't have any of these things, you'll still need the assessment.

If the property is empty for more than 14 days, make sure all hot and cold-water outlets run for three minutes to clear any stale water.

If your property is on premises where there's common water, wet heating or a cooling system, make sure the management company does an assessment. If there's any work to do, it'll need to happen before the tenancy starts.

6.2.4.3 Fitting smoke and carbon monoxide alarms

You need to fit a smoke alarm on every floor in your property, and an appropriately placed carbon monoxide detector anywhere there's a fixed appliance such as a gas boiler or working fireplace or log burner that burns solid fuel (for example, coal, peat and or wood). You'll need to make sure

the inventory clerk runs a check to make sure they're all working properly on the first day of the tenancy. Both smoke and carbon monoxide alarms have a 'useful' life span, you must make note of their expiry date and replace the alarms before they reach it.

You must repair or replace smoke and carbon monoxide alarms as soon as you are told they are faulty.

The British Safety Standards best practice guidance is for all properties to have hard wired smoke detectors in every hall and landing (the common areas) as well as the living room and a hard-wired heat detector in the kitchen. All of these detectors should be mains wired and interlinked. If you'd like your property to comply with these standards, please let us know in writing at LCS@savills.com.

6.2.4.4 Organising an Electrical Installation Condition Report (EICR)

Electrical safety regulations say that landlords in the Private Rented Sector (PRS) must ensure every electrical installation in their residential property is inspected and tested by a qualified and competent person at intervals of no more than 5 years, unless the contractor says this needs to be sooner. The report will state when the next test will be due.

You must give a copy of the EICR (Electrical Installation Condition Report) to each tenant before they move in.

You must complete any works, repair or replacements, indicated on the report and you must:

- (a) get written confirmation that the work has been carried out where required and that the electrical safety standards are met
- (b) supply that written confirmation, together with a copy of the report to each existing tenant and the local authority within 28 days of completion of the work.

An EICR report will show unsatisfactory codes if works are required which are:

- C1 – Danger present, risk of injury, immediate remedial action required
- C2 – Potentially dangerous, urgent remedial action required
- FI – Further investigation (FI) is required without delay.

A satisfactory code is:

- C3 – These are improvement recommendations (they are not mandatory), it is advisable to complete the works.

If you have an Electrical Installation Certificate (EIC) that is dated five years ago or longer you must also take action and instruct an EICR as the new rules say the maximum time between testing is five years (even where the installer originally advised otherwise).

You must have a valid EICR for the whole time you have a tenant in your property.

If you're self-managing, you'll need to arrange the check yourself. Any remedial or further investigation work must be completed within the timelines. A copy of the report and details of works carried out must be given to the tenant and local authority as outlined above.

If you've taken our managed service, we'll do this for you and either pay the invoice from any funds we hold for you or we'll request funds from you.

If you've let the property previously, either with us or another agent, you may already have a valid EICR, please let us know and give us a copy of the document along with confirmation that any further investigative or remedial works have been completed.

If you're re-letting through us and instructing us to manage the property for the first time, or if you have a tenant already and are instructing us on a 'management only' basis, and you haven't had this check completed, it will need to be done in line with the regulations. We will arrange this and pass the cost on to you.

If we manage any other property for you and you are unsure of the status in relation to the EICR checks, please contact your property manager to discuss.

To find more details you can visit the NAPIT website: <https://www.napit.org.uk/downloads/Electrical-Safety-in-the-Private-Rented-Sector-Regulations-Guidance-for-Landlords-NAPIT.pdf>

6.2.4.5 Checking your eye bolts

You'll need to organise an inspection of any eye bolts in your property before the tenancy starts.

6.2.4.6 Checking your furniture and furnishings

You need to make sure any soft furnishings in your property comply with furniture fire and safety regulations and be able to provide evidence if we ask.

Items bought in the UK post 1990 will have a fixed fire-resistant label. If an item doesn't have a label, we may ask for the purchase receipt to evidence it was bought after the new legislation came into force in 1990. <https://www.legislation.gov.uk/ukxi/1988/1324/made>.

6.2.4.7 Organising a gas safety report and boiler service

You must have a valid gas safety report for the whole time you have a tenant in your property. You should also install a Carbon Monoxide Alarm near any fixed combustion appliance or oil boiler in the property. This excludes gas cookers.

If you already have a gas safety report, you must ensure it's valid for at least 30 days and provide a copy to the tenants by the day they move-in.

Each time a gas safety report is updated you have 28 days to provide a copy to your tenant, and you must keep a record of giving it to them. If we manage your property, we'll do this for you. However, if we are not managing the property it will be your responsibility.

If you need to organise a new gas safety report, please make sure it happens more than seven days before the start of the tenancy. That means you'll have enough time to do any necessary work before your tenants arrive.

Unless you have a contract that includes servicing you should have your boiler serviced at the same time as your Gas Safety Record.

6.2.4.8 Organise maintenance for your specialist equipment

You'll need to have specialist maintenance contracts in place if you've got any plant or mechanical equipment, like:

- barriers
- hoists
- lifts
- powered gates or shutters
- pressure vessels.

6.2.4.9 Test your portable electrical appliances

You'll need to organise an inspection to make sure they're all safe to use. If they're not, you'll need to make sure they're either fixed or replaced before the start of the tenancy.

6.2.4.10 Ensure any balcony meets HSE standards

You'll need to make sure that any balcony meets the Health and Safety Executive standards. Any work needed to bring them up to a compliant standard must be done before the start of the tenancy.

Any external space that is included in the tenancy must only be used for its originally built and or designed purpose. For example, a flat roof cannot be used as a balcony unless it meets all building regulations and HSE standards.

6.2.4.11 Making sure the chimneys are swept

You should make sure they're swept at least once a year. If you'd like, we can arrange for them to be swept before your tenants move in.

6.2.4.12 Checking the air conditioning

You should have any air conditioning system serviced in line with the manufacturers guidelines.

If you've got an air conditioning unit with an output that's more than 12 kW, you have to get it checked every year.

6.2.4.13 Making sure blind cords are safe

Any existing blinds should be fitted with child safety devices, all new blinds must have them.

6.2.4.14 Making sure oil and solid fuel heating appliances are safe

Oil and solid fuel, like gas, are fossil fuels which when burned can give off carbon monoxide. You should have your oil boiler or any solid fuel appliances (whether stand-alone or linked to your heating and hot water system) checked and serviced by an OFTEC or HEATAS engineer and give a copy to your tenant before any tenancy starts and then at least annually.

6.2.4.15 Making sure you remove portable heaters and/ or barbeques

To reduce your liability surrounding any fire in any outside space at the property you should remove any type of portable heater and / or barbecue (gas, oil or charcoal) before your tenant moves in.

6.2.5 Get an inventory done

You'll need to arrange for an inventory clerk to prepare an inventory and schedule of condition of the property. The charge will vary depending on the number of bedrooms, reception rooms, square footage and whether furnished, part furnished or unfurnished. The fee shown in clause 1.12 is for an average 3-bedroom unfurnished property.

6.2.6 Organise check-in for your tenants

You'll need to arrange and pay for the inventory clerk to meet your tenant at the property on the first day of the tenancy. They'll carry out the check-in, by reviewing the inventory and schedule of condition and making any changes or additions, as well as taking meter readings.

6.2.7 Organise an end of tenancy check-out for your tenants

You'll need to arrange for the inventory clerk to meet your tenant at the property at the end of the tenancy. They'll carry out the check-out, by comparing it against the check-in report and making any changes or additions, as well as taking meter readings.

- For Housing Act tenancies, you'll be responsible for paying this charge.
- For Non-Housing Act tenancies, the tenant generally pays this third-party charge unless both you and the tenant have your own Inventory clerks at the appointment. If this is the case, you'll both be responsible for paying their individual charges.

6.2.8 You'll need to give each named tenant a full set of keys

They'll each need a full set, including fobs for alarms or remote-controlled equipment such as electric gates and so on. Window, outbuilding and security lock keys must all be left, clearly labelled, in the property ready for the tenant.

If we're managing your property, we'll also need a full set. If your property is a new build, you must ask the building management company if you need to complete a key waiver form and sign and return it to us as soon as you instruct us so that we can gain access to the property for viewings, photographs,

cleaners and so on. Any cancellation fees incurred because a key waiver form was not signed and given to us will be at your cost

6.2.9 You'll need to give the tenants your address

To comply with sections 47 and 48 of the Landlord and Tenant Act 1987, You must provide the Tenant with an address in England or Wales at which notices (including notices in legal proceedings) may be served on You.

Where We are managing the Property or collecting the Rent, the Tenancy Agreement may provide that notices can be served at our address: Savills (UK) Ltd, Tenancy Terminations Team, One Church Road, Richmond-Upon-Thames, TW9 2QE.

Where We are not managing the Property or collecting the Rent, the address for service will be Your address as set out on the Tenancy Particulars page of the Tenancy Agreement, or such other address as You notify to the Tenant in writing, provided that address is in England or Wales.

If the address provided is not in England or Wales, the Tenancy Agreement may instead specify our address for service.

6.2.10 You'll need to ensure that the property is fit for human habitation

You must comply with sections 9A of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018.

This means that, throughout the tenancy, You are responsible for ensuring the Property is fit for human habitation and is safe, healthy and free from things that cause serious harm for tenants, occupiers and any visitors.

6.2.11 Executing your tenancy agreement

Once all parties have signed the agreement it will automatically be executed.

Where a tenancy agreement is executed before You have obtained vacant possession of the Property, You agree that no Tenancy will start and no right to occupy will arise until vacant possession is available.

If vacant possession is not obtained by the intended Tenancy start date, either party may within 14 days of that date:

- (a) agree in writing a revised start date for the tenancy; or
- (b) cancel the tenancy by written notice.

If the parties agree a revised Tenancy start date and You are unable to obtain vacant possession by that date, either party may then cancel the Tenancy by written notice.

Where the Tenancy is cancelled, You must refund any advance payments received from the tenant within eight working days.

You will indemnify Savills against any claims, losses or costs arising from Your failure to obtain vacant possession that prevents the Tenancy from commencing. Savills acts as agent only and has no liability for Your ability to provide possession of the Property.

6.2.12 Rent paid in advance for Housing Act tenancies

6.2.12.1 Initial rent payment before the tenancy starts

The first instalment of rent must not be requested, accepted, encouraged, or permitted from prospective tenants until the tenancy agreement has been signed and executed by both parties.

Once the tenancy agreement has been signed and executed, You may request and accept the first instalment of rent. That payment must relate solely to the first rental period of the tenancy and must not exceed:

- one month's rent for tenancies with monthly rent payments, or
- 28 days for tenancies with other payment periods.

Tenancy agreements must not include any provisions requiring tenants to pay rent before the tenancy agreement has been executed. Any clause requiring rent to be paid prior to execution is considered unenforceable.

6.2.12.2 Rent payments after the tenancy starts

Following the start of the tenancy, rent must be paid on the due date set out in the tenancy agreement. This could be weekly or monthly.

The tenancy agreement must not include any provision requiring the tenant to pay rent earlier than that due date or to pay rent covering more than one rent period at a time.

Tenants may voluntarily opt to pay rent early or in advance for their own convenience. Such payments must be entirely at the tenant's discretion and must not be requested, required, or encouraged by You, Us, or any other agent you instruct. If the tenancy ends during a period covered by a voluntary advance rent payment, you must provide a pro rata refund to the tenant within a specified timeframe following the termination date.

7. A few FAQs

What is in this section?

We've put together some answers to questions we commonly get asked. If there's anything you want to know that we haven't covered here, let us know.

7.1 What happens if an unfair or prohibited clause is included in the tenancy agreement?

Any clause or fee which is deemed unfair or prohibited would be unenforceable. If such a charge were made and the tenant makes payment you would be liable to either a fine and/or prosecution through the courts.

7.2 What happens if a tenant pays their rent late?

If we're collecting the rent, we have a process to chase any that is late.

If it goes far enough that you want to take legal action against the tenant, then all the legal costs will be at your expense. But if you take out a unique rent guarantee and legal fees insurance, you'll be covered for this kind of problem.

If you'd like the details of our rent chasing process, let us know and we'd be happy to explain.

7.3 What happens if a tenant stops paying their rent?

If you and the tenant can't resolve this, you might have to take legal action and, again, all the legal costs will be at your expense. But a rent guarantee and legal fees insurance will cover you for this.

7.4 What happens if you pay late, or don't pay us at all?

If you think you won't be able to pay a bill, please get in touch as soon as possible so we can see what we can do to help.

If you're 14 days or more late paying for our services, we'll charge you interest on the money you owe. And you'll have to reimburse us for whatever we have to pay to recover the money. If you don't pay us within 31 days, we might have to take legal action against you.

7.5 What happens if we're managing your property and your tenant has an emergency when our offices are closed?

If your tenant has an emergency between 6pm and 9am during the week or anytime over the weekend including bank holidays, they can call our property management out of hours support.

7.6 What if you're not happy with our service?

If something goes wrong, we'd like the chance to put it right. But if we can't help you and you're still unhappy, we have a complaints procedure.

For details, talk to our service improvement manager, Fiona Duncan, at lettingsfeedbackuk@savills.co.uk.

If you've been through our procedure and we can't help, you can refer your complaint to the independent redress scheme that we belong to. Please read their leaflet to see how they can help you and what timescales you have to work to: [PRS consumer leaflet](#).



Property Redress Scheme
 Premiere House
 1st Floor, Elstree Way, Borehamwood, WD6 1JH
 Telephone: 0333 321 9418
www.theprs.co.uk/ContactUs

Or you can speak to our governing bodies, either ARLA Propertymark or the Royal Institute of Chartered Surveyors (RICS).

Going through any of these processes wouldn't stop you from taking legal action, if you wanted to.

7.7 What happens if there's a breach or dispute over the tenancy agreement?

If you or we can't fix the problem, we suggest you try mediation; we can refer you to an independent panel of legal mediators who can help.

If you do decide to take legal action, you'll need to appoint a solicitor to act for you, since we're not lawyers ourselves.

We'll do anything we can to help, including giving your solicitor information and documents. But if you need us to visit your solicitor's office, or go to court, we'll charge you for that time. (The details are on page 7).

Please bear in mind that you'll still be responsible for paying any outstanding fees you owe us. You can either pay us separately, or we'll deduct our fees from any money you're awarded.

Don't forget you'll need to include outstanding check out or renewal paperwork fees owed by the tenant in any claim you make to the court, because we deduct them from the deposit.

7.8 What happens if you move house?

If you move, you'll need to let us know. If you have our managed service, we'll write to your tenant to let them know your new address. If you're managing the property yourself you need to tell your tenants both your new address and confirm the address, which must be in England or Wales, for them if they want to serve notice on you.

7.9 What happens if you move abroad?

If you're out of the UK for six months or more in a year (and they don't have to be six consecutive months), you're no longer a UK resident for tax purposes. If that happens, you'll need to tell both us and your tenant in writing straight away. If you don't, and we have to pay any penalty or interest costs, you'll have to reimburse us.

If you move abroad and you were managing the property yourself, you'll have to tell both us and your tenant who your UK-based agent is straight away. They'll be responsible for dealing with your tax liabilities and looking after the property on your behalf. If you don't have an agent, we can start managing the property for you (see details of our management service on page 16 and 18).

7.10 What happens if you'd like to increase the rent?

For Housing Act tenancies under the Renters' Rights Act, rent can only be increased once every 12 months, and only by serving a valid Section 13 notice using the government's prescribed Form 4. You will not be able to increase the rent in the first year of the Tenancy. Informal increases or contractual rent review clauses are no longer valid from 1 May 2026.

We will contact you once every 12 months to discuss a potential rent increase. If, you choose not to proceed with an increase at that time, we will contact you again at the next anniversary. Should you wish to review the rent before the next scheduled contact, please let us know so we can arrange a discussion.

If you would like to increase the rent, we will guide you through the process, prepare and serve the Section 13 notice on your behalf, and ensure that the correct minimum two-month notice period is applied.

Tenants have the right to challenge any proposed increase at the First-tier Tribunal if they believe it is above the open-market rent. The Tribunal may adjust, reduce or delay the proposed increase. Our fee for preparing and serving the Section 13 notice is shown in the Fees section (see page 7).

7.11 What happens if you decide to end a tenancy?

Depending on what kind of tenancy it is, and when you want to end it, you'll need to serve your tenant with a different kind of notice. There is an additional charge for that depending on the tenancy type (see page 7 for details). We'll need your written instructions to serve notice on your tenant. When we serve a statutory notice on your behalf, we'll sign it on your behalf.

7.11.1 If you have a Housing Act tenancy

You will need to give your tenant notice using a Section 8 notice of seeking possession using the relevant ground listed in Schedule 2 of the Housing Act 1988. You should seek independent legal advice on serving notices where necessary.

The Tenant has a protected 12-month period, you may not seek possession under Ground 1 or Ground 1A of Schedule 2 of the Housing Act 1988 unless at least 12 months have passed since the start of the Tenancy.

Where possession is sought or obtained under Ground 1 or Ground 1A, the Landlord is further subject to a restricted period of 12 months following the expiry of the relevant Section 8 notice, during which the Property must not be re-let, marketed or advertised for letting. During any such restricted period, We may refuse to act on any instruction to market, re-market or advertise the Property for letting.

7.11.1.1 We may assist by serving Section 8 notices on your behalf when seeking possession under Ground 1 (where you or a close family member intend to return to the property) or Ground 1A (if you are selling the property), provided:

- The matter does not involve any actual or potential dispute, defence, rent arrears, nuisance, breach of the tenancy, or reliance on mixed grounds;
- All compliance requirements have been met, and prescribed information/safety obligations are fully satisfied;
- Your rental and legal guarantee insurance will remain valid and unaffected by our service of the notice; and
- You agree not to instruct another letting agent or third party, nor to let or re-market the property yourself for a period of 12 months following the expiry of the notice.

A fee will apply for this service (please refer to page 7 for details).

In circumstances where we are unable to act on your behalf, or if you prefer, you may also instruct a solicitor for notices served under Grounds 1 and 1A.

7.11.1.2 Specialist legal advice should be sought and a solicitor instructed for possession proceedings under all other mandatory or discretionary grounds.

7.11.2 If you have a Company Tenancy, or Non-Housing Act Tenancy

If you're approaching the end of the fixed term, you can end the tenancy without any notice. Our advice would be to let the tenant know at least one month in advance if you're not planning to offer to renew their tenancy.

If you have a break clause, you'll have to give notice that you plan to end the tenancy. There'll be details in your tenancy agreement.

If your tenancy is 'periodic' (the fixed term has ended, and the tenancy has rolled on) you need to give one period of notice.

7.12 What repairs are you responsible for?

You must comply section 11 of the Landlord and Tenant Act 1985.

This means you are required to:

- Keep in repair the structure and exterior of the property (including drains, gutters and external pipes).
- Keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
- Keep in repair and proper working order the installations in the property for space heating and heating water.

7.13 What happens if your tenant wants to leave the property and end a Housing Act tenancy?

If your tenant wants to leave the property, they must give at least two months' notice in writing if they wish to end their tenancy, unless they agree a shorter notice period with you.

The notice should end the tenancy on either the rent due date or the day before. Tenants can submit their notice at any time, as long as they follow the required notice period and align the final day with the rental payment date.

7.14 What if a tenant wants to make improvements to your property?

Under section 190 of the Equality Act 2010, you must not unreasonably withhold consent to a tenant's request to make improvements to the property where:

- (i) a disabled person occupies, or intends to occupy, the property as their only or main home, and
- (ii) the proposed improvement would, in relation to the disability, help allow the disabled person to enjoy the premises as their only or main home.

Where you consent to improvements being carried out, unless you expressly agree otherwise in writing, the tenant will be responsible for the cost of the works and must reinstate the property to its original condition at the end of the tenancy.

7.15 What is Rental bidding?

Rental bidding occurs when potential tenants offer more than the advertised rent to secure a property. Under the Renters' Rights Act 2025, rental bidding is banned for properties marketed at £100,000 per year (£8,333.33 per month or £1,923.08 per week) or less; this rule applies to the advertised rent regardless of demand or tenancy type.

Where these rules apply:

- Rent must be listed as a fixed amount in all written advertising.
- We cannot invite offers above the advertised rent, publish a price range and ask tenants to bid within or above that range, encourage tenants to bid higher than the advertised amount, act in any manner that implies a need to offer more than the advertised rent, telling applicants about competing offers to prompt increases, and accept any offer above the advertised rent.
- This prohibition includes company lets or alternative tenancy arrangements.
- Where a Property is marketed by more than one agent at the same time, the advertised rent must be consistent across all marketing channels. Where You are also marketing the Property yourself, directly or through another agent, You are responsible for ensuring that the same advertised rent is used at all times.

Local authorities can enforce non-compliance with civil penalties up to £7,000 for a first breach and further penalties for repeat offenses within five years. We may refuse to market or continue marketing the Property where inconsistent advertising would, in our reasonable opinion, create a risk of breaching rental bidding restrictions or associated advertising requirements under the Renters' Rights Act 2025.

7.16 What happens if you or we decide to end our relationship?

If you, or we, decide to end our management service, following 28 days written notice, our lettings fee will remain due for the remainder of the tenancy plus any subsequent renewals or extensions, and will revert to the full letting and receiving rent service fee and service outlined in clauses 1.5 and 4.1.

If any of the following things happen, either party can end the relationship in writing without notice:

- either party breaching these terms of business
- either party going into a voluntary arrangement with creditors, administration or liquidation
- a receiver or administrator being appointed, or a security holder taking possession of any part of the property, or assets of the property
- any other equivalent or similar event in any jurisdiction.
- if you have not satisfied our client acceptance procedures.

7.17 What happens to a tenant's deposit?

For Housing Act tenancies, we're members of the Tenancy Deposit Scheme (TDS). Whenever a Housing Act tenant pays us a deposit, we'll deal with it according to the TDS rules. Below, we've explained what the TDS is, how it works, and what your rights and responsibilities are.

7.17.1 What is the TDS?

It's an insurance-backed deposit protection scheme authorised by the government for Housing Act tenancies. The scheme is administered by:

Tenancy Deposit Scheme (TDS)
West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Telephone 0300 037 1000
Email deposits@tds.gb.com

7.17.2 How does it work?

You can find the scheme rules in detail at www.tenancydepositscheme.com. You'll also find your responsibilities on dealing with deposits and any disputes that might happen. But we've outlined some important points for you below.

7.17.2.1 When a tenant pays a deposit, we hold it as a 'stakeholder'

That means the deposit still belongs to the tenant – we're only looking after it. We keep the deposit in our client account, separate from any money we use to run our business.

We can only pay money from it if both you and the tenant agree, or the court or TDS order us to.

7.17.2.2 Unless you tell us otherwise, we'll hold and protect deposits for you

We'll keep any deposits related to your property according to the TDS rules, unless you write to tell us otherwise. That means we won't be able to follow your instructions if they conflict with the scheme rules.

There's an annual charge for being a member of the scheme, and we'll charge you in return for protecting the deposits. (There's more about this on our fees pages 6-7).

7.17.2.3 You can decide to protect the deposit yourself

If you don't want us to protect the deposit on your behalf, it's up to you to protect it according to the law. If you choose to protect a deposit yourself, we'll still charge you a fee for arranging the transfer and protecting the deposit up to that point. (There's more about this on our fees pages 6-7).

7.17.2.4 There can be serious consequences if you don't protect a deposit properly

If you don't protect a Housing Act tenancy deposit properly, the tenant can claim up to three times the value of the deposit as compensation from you. (If we're protecting the deposit on your behalf, we take on that responsibility).

Please also bear in mind that a court will only give a possession order to evict the tenant, if one or more of the following things have happened:

- You have put the deposit into a government approved tenancy deposit scheme, complied with the scheme's requirements and given Your tenant the correct information, or
- You have returned the deposit to the tenant, in full or with any deductions that You have agreed with Your tenant

- Your tenant challenged You through the court on whether the deposit protection requirements have been met, and the case has been decided, settled or withdrawn.

Protecting a deposit and complying with the scheme's requirements includes:

- registering the deposit with the scheme within 30 days of receipt
- filling in and giving your tenants all the information they need
- giving them a leaflet that explains the rules and how to use the scheme.

7.17.2.5 If there's a dispute over a deposit, the TDS can help

If you and your tenants can't agree about any deposit deductions at the end of a tenancy, we can help you submit a claim to the TDS. It's usually quicker and more cost-effective than going to court.

If you have our managed service, we'll do everything we can to help you and your tenant reach an agreement. But if you can't and you'd like to submit a claim to, or defend a case with, the TDS, there's an hourly charge for preparing this.

If you submit a claim and there's a disputed check-out charge, you have to include the charge as part of your claim. Otherwise you might be liable to pay it.

If you're a joint landlord, we'll take instructions from one landlord acting on behalf of the others. If you want us to get instructions from all landlords, please let us know in writing beforehand. And please bear in mind that neither we nor the TDS will accept responsibility for any losses caused by one landlord acting on behalf of any others.

7.17.2.6 If you can't resolve a dispute through the TDS, you'll need to go to court

There's a deadline for submitting claims through the TDS: three months after the tenancy end date. If you miss it, or your tenants don't agree to go through the TDS, you'll need to start court proceedings.

7.17.2.7 If the amount to be claimed is far in excess of the deposit amount

The TDS may refuse to adjudicate if the amount you want to claim for is far in excess of the deposit held. If this is the case, you'll need to start court proceedings.

7.18 How is your money protected?

Where we hold funds on your behalf, for example any working fund or rent it will be held in a designated client bank account. Funds held in this account are protected through the Client Money Protection Scheme provided by RICS (Royal Institute of Chartered Surveyors), for exclusions and limits see www.rics.org/clientmoneyprotectionscheme.

We are regulated by RICS for client money purposes. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As a RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Nicola McGinnis (NMCGinnis@savills.com), Chief Financial Officer/Operations Director.

7.19 What if your tenant wants to keep a pet?

The Renters' Rights Act gives all Housing Act tenants the right to request a pet, which you will not be able to unreasonably refuse. You will need to consider each request on a case-by-case basis.

Tenants may submit a written request to keep a pet in the property at any time during the tenancy. Upon receipt of such a request, you must provide a written response within 28 days, clearly stating the grounds for any reasonable refusal. Refusals must be based on reasonable and objective criteria, such as another tenant has an allergy, property size, legal restrictions, or limitations imposed by the head lease; personal preference is not considered a valid reason. If a tenant believes a refusal is unreasonable, they may seek recourse through the courts or the landlord ombudsman.

Requests for additional deposits relating to pets are not permitted. If you agree to your tenant having a pet, you cannot later change your mind and withdraw that permission.

7.20 What happens to overpaid rent at the end of a tenancy?

Any rent overpaid for a period extending beyond the tenancy's end or its early termination will be refunded to the Tenant by the Landlord, or by the Agent if the Agent holds the funds, within seven days following the tenancy's conclusion or early termination.

8. What happens next?

What is in this section?

Once you've signed and sent back our confirmation of instruction, we'll get to work. We've put together a list of what you can expect to happen in the next few weeks.

8.1 We'll ask you for some ID

We'll need to collect some identification from you to run checks and comply with our regulations. Exactly what we need will depend on your circumstances. You can find full details of what we require in our [Anti Money Laundering Requirements flyer](#). If you're letting through a company or trust, you'll need to provide us with relevant information to allow us to identify the directors and beneficial owners of the company or trust.

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) mean we must complete Anti Money Laundering (AML) checks on our clients before we market a property where either of the below apply:

- the rental income is £10,000pcm or more,
- You are a non-resident landlord, and we do not have proof of your NRL number or acceptable proof of application.

We also need to complete AML checks on prospective tenants, any guarantors or any permitted occupiers once an offer is agreed and before any rent or tenancy deposit funds are received and before the tenancy agreement can be signed.

If your property falls into this category, we may require additional information from you to ensure we comply with the legislation. To avoid any delays marketing a property if you are letting through a company or trust and you have an accountant or solicitor, they can help you start collating the relevant documentation.

During our relationship you'll need to notify us of any changes to the ownership for your property including that of any individual owners and/or the ownership structure for your company or trust, which may include changes to the directors or trustees or the ultimate beneficial owner, their identity and personal circumstances. If you do not notify us of any changes, you'll be in breach of the above regulations.

8.2 We'll run a land registry check

Legally, we have to run a land registry check to make sure the person signing our forms is the property owner.

8.3 We'll put a marketing brochure together

We'll take photos of your property and write a brochure for it. We'll send you the brochure, and you'll need to let us know within 24 hours if you're not happy with it, or if there's any incorrect or incomplete information in it.

If we don't hear from you within 24 hours, we'll assume you're happy and start marketing.

8.4 We'll organise an EPC

As we said earlier, we'll make sure you've got an energy performance certificate. (Either by organising one at your expense or downloading one you've already got).

8.5 We'll look for a tenant

We'll organise viewings, negotiate offers and pass them on to you. Once we've agreed an offer, we'll collect references and run right to rent checks on your prospective tenants.

8.5.1 Getting references

In most cases we'll use a third-party referencing agency to complete credit checks and verify the supporting documentation the applicant has provided for their references. They'll put together a Tenant Reference Report which we'll pass to you for your review (see page 6 for our fee).

If the applicant can't prove their affordability they will need to try to secure either:

- a UK based personal or professional guarantor, or
- rent paid in advance for some or all of the tenancy, where it is a NHA tenancy

In all cases and whether there is a third-party reference report or not, if you wish us to go ahead with the tenancy, we'll ask you to sign to confirm your instructions. Please bear in mind that we're not liable for any losses or costs due to you accepting any applicant with or without any form of reference.

8.5.2 Running right to rent checks

The Immigration Act 2014 means you have to run right to rent checks on every adult who wants to live in your property in the UK. We'll run these checks for you on any private individuals over the age of 18 we're told will be living in the property before they start their tenancy for an extra fee (see page 6). Where it is a company tenancy the company (and not us) are responsible for checking their occupiers right to rent.

8.5.2.1 If the tenant changes during the tenancy and you have a non-managed service

It's your responsibility to run right to rent checks on all the adults living in your property. If you find out that any of the occupiers don't have the right to rent, you'll need to report it to the Home Office.

We can do these checks for you at an extra fee, please see pages 7-8 for details.

8.5.2.2 If the tenant changes during the tenancy and you have a managed service

You'll need to tell us in writing, so we can run new right to rent checks. We will conduct the required right to rent checks as part of the change of sharer process.

8.5.2.3 If we can't get up-to-date right to rent documents

We'll have to let the Home Office know, which might involve giving them your contact details.

8.5.2.4 It's both a criminal and civil offence if you don't do right to rent checks

There are both civil (up to £10,000 per occupier for a first time breach, and up to £20,000 per occupier for a repeat breach) and criminal (unlimited) fines for every adult tenant who doesn't have the right to rent in England and you could be sent to prison.

8.5.2.5 We'll do follow-up checks for our managed landlords

Where the tenant has a limited right to rent which expires during the tenancy, we'll do the checks at your cost, our fee is shown on page 6. It is your responsibility to do the checks before they expire if you are managing your own property, please visit the government [website](#) to review how to conduct these checks and understand the consequence for non-compliance.

8.6 If you select our letting and receiving rent service we'll give your contact details (including your contact numbers and email address) to your tenants so they'll be able to contact you during the tenancy to discuss and/or report any property or tenancy related queries or issues.

8.7 We'll put a team together for you

Once we've let your property, you'll have a team at Savills to look after you. They'll provide whatever services you've asked of us and be on hand to answer any questions you've got.

9. Our forms

If you would like us to start working for you, please read and sign our confirmation of instruction for lettings services form attached and complete the information needed.

As soon as we receive the completed form we can get started.

Offices and associates throughout the Americas, Europe, Asia Pacific, Africa and the Middle East.

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