

TERMS AND CONDITIONS OF BUSINESS

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General Summary Schedule

Agent

Company Registration Number: 6971021

Registered Office Address: Batchworth House, Batchworth Place, Church Street, Rickmansworth, WD3 1JE

Property Manager: Rushbrook and Rathbone Ltd Portmill House Portmill Lane Hitchin Herts SG5 1DJ

Registered Office: Windsor House Station Court Station Road Great Shelford Cambridge CB22 5NE

Company Registration Number: 2259486

Landlord(s)

Landlord Address/Registered Office Address

Premises Address

Please select the service type and deposit scheme you require on the Instruction Confirmation situated just before the signature box.

Please refer to Schedule 1 of this Agreement where we set out our fee structure. Please note that our fee structure means that you may be required to continue paying us a fee for as long as any Tenant we find for you is occupying your Premises even if you have no direct ongoing relationship with us.

Definitions

1. In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" means the Agent and "we" or "us" means the Property Manager trading from the Registered Office Address's as described in the Summary Schedule.
- c. "Property Manager" "we" "us" means the party responsible for collection and handling of all monies and provision of day to day management trading from the Registered Office Address as described in the Summary Schedule
- d. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- e. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
- f. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
- g. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
- h. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
- i. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
- j. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
- k. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- l. "rent" means any payment to be made by the Tenant or the Agent(s) of the Tenant for use of the property whether expressed to be rent, a premium or any other form of payment, whether paid directly by the Tenant or his Agent(s) or obtained from other means such as deductions from the deposit.
- m. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
- n. "Deposit" means the money held by the Property Manager in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
- o. "Relevant Person" means a person who paid the Deposit or any part of it on behalf of the Tenant
- p. "Scheme" means an authorised tenancy deposit protection scheme set up in accordance with the Housing Act 2004, determined by an ADR process, or ordered by the court.
- q. "Stakeholder" means that deductions can only be made by the Property Manager from the Deposit at the end of the Tenancy with the written consent of both parties.
- r. "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
- s. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- t. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.

- u. "DPS" means Deposit Protection Service - whose details are shown in the Tenancy Agreement
- v. "My Desposits" means whose details are shown in the Tenancy Agreement.
- w. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
 - aa. "Agreement" means this Terms of Business signed between the Agent, Property Manager and the Landlord
 - bb. "Member" means the Property Manager who is a member of the Tenancy Deposit Scheme.
 - cc. "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
 - dd. "Prescribed Information" means the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007
 - ee. "Calendar Day" or "day" means any day of the year, including Saturdays, Sundays and bank holidays.
 - ff. "Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

Jurisdiction and Service

2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
3. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
4. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be Portmill House, Portmill Lane, Hitchin, Herts. SG5 1DJ.

Service Information

5. The Property Managers trade as a Limited company registered at Companies House (Reg. No 2259486).
6. The Property Managers VAT number is 491160652.
7. The Property Managers are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) is: D03543-0.
8. The Property Managers are members of ARLA (The Association of Residential Lettings Agents) NALS (The National Approved Letting Scheme) and Safeagent and subscribe to the codes of conduct of these organisations.

Acts of Third Parties

9. We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.
10. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

Termination

11. Either party has the right to terminate this Agreement in writing:
 - a. upon the Occupier's vacation of the Premises;
 - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
 - c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
 - d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.
12. If we terminate this Agreement for any reason you will remain liable for the Agent's Commission at the Let only Percentage as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

Assignment

13. We reserve the right to assign our rights and or obligations under this Agreement upon giving you one months' written notice.

Data Protection Act 1998

14. In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

Interest on Clients' Monies and Commission

15. Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

Money Laundering

16. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence
- Cheque (please mark this as "Void")

List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

If you are a public limited company we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation

- A set of the latest accounts
- The most recent annual Companies House return.

In addition we need proof of identity and residence of one of the directors of the Company.

Authorisation to Sign

17. Landlords instructing the Property Management service hereby consent to the authorised signatories of the Property Manager to sign all documentation necessary for the letting and management of the Premises. This shall include but not be limited to the signature of:

Tenancy Agreements, Notices, Riders, Tenancy Renewal and Extension Documents

Communication with local authorities

Administration of utilities

Correspondence with actual or proposed tenants or their agents

Variation

18. The Terms of Business may only be varied if agreed between the Landlord and the Agent and confirmed in writing by both parties.

Instructions and Signatures

Request for us to begin marketing the Property and all other services as set out in this Agreement during the cancellation period as set out in Schedule 9.

If you are entitled to a fourteen day cooling off period as set out in Schedule 9 we will not begin performance of the service unless you have requested us to do so in writing.

You may request us to do so by signing below.

Instructions to Market

I/We hereby give notice that I/We have read the Notice of the Right to Cancel and I/We request you to begin to market the Property for rent and all other services as set out in this Agreement

Ordered on: [insert date these terms were signed]

Name(s):

Address:

Signatures:

Date:

Do not sign above unless you wish us to begin marketing your Property immediately.

Instructions for Service

Please tick the relevant boxes below to indicate the range of service(s) ordered herewith:

SERVICE(S) REQUIRED:	LET - ONLY	RENT COLLECTION	FULL MANAGEMENT

TENANCY DEPOSIT SCHEME ORDERED:	TDS	DPS	MY DEPOSITS	Landlord to hold & Register	NO SCHEME

Multiple Agency

Sole Agency

Confirmation of Condition

Signatures

I/We confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Premises adjoining property or the building of which the Premises forms part which may affect the letting of the Premises except as noted below.

Name(s):

Signature(s):

Date:

Acceptance of Terms

I/We accept the above Terms and Conditions including Schedules 1 to 9 inclusive and I/we instruct Rushbrook and Rathbone to act on my/our behalf.

For use where the landlord is an individual or group of individuals

To be signed for the Property Manager	
Signature	

For the Agent	
By	
Signature	
Position	
Date	
Landlord 1 Signature	
Date	
Landlord 2 Signature	
Date	

For use where the landlord is a company

For the Agent	
By	
Signature	
Position	
For the Landlord Company	Ltd/plc
Company Reg. Number	
By	
Signature	
Position	
Date	
Witnessed By	
Occupation	
Signature	
Date	

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Schedule 1: Fees and Commissions

The Landlord should read the Terms of Business carefully and in particular this Section which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy either as a fixed term or a periodic tenancy which will be payable by a Landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

Sole Agency

1. By appointing us, you agree that we shall have sole agency to market the Premises for a period of six weeks. The sole agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

OR

Multiple Agency

By appointing us, you agree that we shall act on a multiple agency basis to market the Premises for a period of twelve weeks. The multiple agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the multiple agency it will continue until we receive your written instructions.

Commission

2. You are responsible for paying our Commission at the rate as set out in the attached schedule of fees when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:
 - a. a viewing conducted by us;
 - b. sight of any marketing or advertising material produced by us or by our instructions;
 - c. by way of an introduction from an existing occupier for which we have previously charged a commission; or
 - d. through the work of yourself or any other agent where this occurs during our period of sole agency;
 - e. through the work of yourself where this occurs during our period of multiple agency.

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our Commission is payable whether or not we are the effective cause of the transaction. **You should note that this may involve you paying Commission to two agents if you instruct another agent to find an occupier for your Premises during the period that we are instructed on a sole agency basis.**

By signing this Agreement the Landlord gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

VAT

3. Value Added Tax will be chargeable on all Commission at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly. All fees contained within this Agreement are shown inclusive of VAT.

Base Renewal Commission

4. You will have to pay us a Commission at the Let Only Commission Percentage of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are

instructed to act on your behalf (the "Renewal Commission").

Rent Collection Service

5. If we are instructed to collect the rent for the Premises then further to the Let Only Commission you will have to pay us an additional commission at the Rent Collection Commission Percentage at the rate as set out in the attached schedule of fees of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to collect the rent or other monies are terminated our Commission remains payable at the Let Only Commission percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

Management Service

6. If we are instructed to manage the Premises then further to our Commission for the Let Only Service you will have to pay us an additional Commission at the Full Management Commission Percentage for management being the rate as set out in the attached schedule of fees, subject to a minimum management fee (see schedule of fees), plus the Commission due for the Letting and Rent Collection Service being a total as set out in the attached schedule of fees of the gross Rent premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to manage are terminated our Commission remains payable at the Let Only Commission Percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

Commission Due

7. Our Commission payment will become due at the agreed start date of the Occupation Agreement and we will take payment from the monies paid by the Occupier of the Premises until our Commission and any other fees and disbursements have been paid. Should the Occupier fail to make any agreed payments our Commission, Fees and Disbursements will still be payable by you and we will invoice you accordingly.

Refund of Commission

8. We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party.

Withdrawal from an Agreed Offer

9. If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet some of the costs and the expenses incurred up to the sum as set out in the attached schedule of fees. This clause does not affect any statutory rights to cancel that may arise under the Cancellation Regulations. If you have a right to cancel under the Cancellation Regulations, this clause will apply if you withdraw your instructions at any time after the 14 day cancellation period, or at any time after we have received a written request for us to market the Property.

Sales Commission

10. The Agent reserves the right to make a charge of 1.25% inclusive of VAT of the sale price as commission if the Tenant purchases the Premises from the Landlord; or if the Landlord sells to a third party.

Additional Services

11. The following Services are in addition to the above and form the subject of an additional charge. All charges are set out in the attached Fee Schedule.

- a. Consultancy is offered on request and will be charged at the hourly rate excluding VAT per hour, plus travel and other reasonable expenses and costs as set out in the attached schedule of fees. This Service includes additional visits to a Premises if we are managing, serving a Notice under Section 13 of the Housing Act 1988, waiting time at a property, having extra sets of keys cut, arranging cleaning prior to the start of a Tenancy, arranging safety checks, arranging installation of smoke alarms or carbon monoxide alarms, arranging an Energy Performance Certificate or obtaining consent from a lender or a Superior Landlord.
- b. Preparation of an Inventory and Schedule of Condition on behalf of the Landlord by an inventory clerk will depend on the size and style of the Premises. Estimates will be given upon request. The cost of the preparation of the Inventory is borne by the Landlord.
- c. Preparation of our standard Tenancy Agreement usually being for a fixed Term of twelve months or less is set out in the attached schedule of fees for a new Tenancy and for a Memorandum of Agreement prepared for extending a Tenancy including a Rent review.
- d. Checking and making any alterations as requested by a third party to our standard Tenancy Agreement: the rate as set out in the attached schedule of fees per hour or part of an hour.
- e. Service of Notices to terminate a Tenancy when we are not managing the Premises will be subject to an administration fee the rate as set out in the attached schedule of fees.
- f. Visits during a void period using our caretaking service will be the rate as set out in the attached schedule of fees for one visit each week during office hours.
- g. Instructing contractors during a void period or if we are not managing the Premises will incur an administration fee at the rate as set out in the attached schedule of fees payable in advance together with the cost of the contractor. This Service is only offered provided we have written instructions from the Landlord and hold sufficient cleared funds to cover the cost of the work plus our fees.
- h. A supervisory fee for any work in excess of £1000.00 but subject to a minimum fee of £100.00 is charged for supervising the work. The rate as set out in attached schedule of fees.
- i. Supervise the partial or total refurbishment of the Premises for a fee of 10% of the total cost of the work but subject to a minimum fee the rate as set out in the attached schedule of fees.
- j. If the Landlord is not resident in the UK we will charge an administration fee the rate as set out in the attached schedule of fees each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
- k. The administration fee for membership of the Tenancy Deposit Scheme ("TDS")/ Deposit or the Deposit Protection Service ("DPS") is the rate as set out in the attached schedule of fees paid annually in advance.
- l. Preparation of documentation for County Court proceedings or TDS/my deposits/DPS adjudication will be the rate as set out in the attached schedule of fees plus our reasonable costs and expenses and attendance at court or any tribunal on your behalf will be charged at the rate as set out in the attached schedule of fees plus our reasonable costs and expenses.
- m. Duplicate statements can be provided to you or your accountant for a fee the rate as set out in the attached schedule of fees per statement or for all the statements covering a tax year.
- n. We will make a charge of the rate as set out in the attached schedule of fees per sheet for photocopying.
- o. The cost of advertisements in specialist publications, preparation of brochures detailing the particulars of the Premises including photographs (where applicable) will be subject to an additional charge. Full details will be provided on request.
- p. Costs of overseas and long distance telephone calls and faxes which will be charged at the current British Telecom rates plus VAT.

Sub Agency

- 12. We may give details of your Premises on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Premises promptly.

Schedule of fees to landlords

LEVEL OF SERVICES OFFERED:

LET ONLY – Tenant Find 12% (inc vat) Minimum letting fee £600	RENT COLLECTION 14.4% (inc vat) Minimum letting fee £600	FULLY MANAGED 18% (inc vat) Minimum letting fee £600
<p>Includes:</p> <ul style="list-style-type: none"> • Agree the market rent and find a tenant in accordance with the landlord guidelines • Advise on refurbishment • Provide guidance on compliance with statutory provisions and letting consents • Carry out conducted viewings (as appropriate) • Market the property and advertise on relevant portals • Erect a board outside the property in accordance with Town and Country Planning Act 1990 • Advise on non-resident tax status and HMRC (if relevant) 	<p>Includes:</p> <ul style="list-style-type: none"> • Agree the market rent and find a tenant in accordance with the landlord guidelines • Advise on refurbishment • Provide guidance on compliance with statutory provisions and letting consents • Carry out conducted viewings (as appropriate) • Market the property and advertise on relevant portals • Erect a board outside the property in accordance with Town and Country Planning Act 1990 • Advise on non-resident tax status and HMRC (if relevant) • Collect and remit the monthly rent received • Pursue non-payment of rent and provide advice on rent arrears actions • Deduct commission from rental income 	<p>Includes:</p> <ul style="list-style-type: none"> • Agree the market rent and find a tenant in accordance with the landlord guidelines • Advise on refurbishment • Provide guidance on compliance with statutory provisions and letting consents • Carry out conducted viewings (as appropriate) • Market the property and advertise on relevant portals • Erect a board outside the property in accordance with Town and Country Planning Act 1990 • Advise on non-resident tax status and HMRC (if relevant) • Arrange gas and electrical safety checks • Arrange installation of smoke and carbon monoxide alarms • Arrange professional cleaning • Arrange inventory and check in services • Collect and remit the monthly rent received • Pursue non-payment of rent and provide advice on rent arrears actions • Deduct commission and other works from rental income • Advise all relevant council and utility providers of changes • Undertake and report property visits in accordance with agreed terms • Arrange routine repairs and instruct approved contractors • Hold keys throughout the tenancy term • Deal with rent reviews and tenancy renewals • Serve notice for possession • Arrange the Check Out, negotiate disbursement of the security deposit

Let Only – PRE TENANCY SET UP & LEGAL SERVICES £270 (inc vat)	Rent Collection – PRE TENANCY SET UP & legal services £270 (inc vat)	FULLY MANAGED – Pre Tenancy set up & legal services £180 (inc vat)
<p>Includes:</p> <ul style="list-style-type: none"> • Collecting Holding Monies at the point of Offer • Arranging independent referencing of applicant(s) and guarantor(s) if relevant • Confirm the Offer • Verify presence of a valid Gas Safe certificate prior to check in • Drawing up the tenancy agreement • Preparing Prescribed Information in accordance with the nominated security deposit scheme 	<p>Includes:</p> <ul style="list-style-type: none"> • Collecting Holding Monies at the point of Offer • Arranging independent referencing of applicant(s) and guarantor(s) if relevant • Confirm the Offer • Verify presence of a valid Gas Safe certificate prior to check in • Drawing up the tenancy agreement • Preparing Prescribed Information in accordance with the nominated security deposit scheme 	<p>Includes:</p> <ul style="list-style-type: none"> • Collecting Holding Monies at the point of Offer • Arranging independent referencing of applicant(s) and guarantor(s) if relevant • Confirm the Offer • Drawing up the tenancy agreement • Preparing Prescribed Information in accordance with the nominated security deposit scheme

Let Only – PRE TENANCY SET UP & LEGAL SERVICES £270 (inc vat)	Rent Collection – PRE TENANCY SET UP & legal services £270 (inc vat)	FULLY MANAGED – Pre Tenancy set up & legal services £180 (inc vat)
Includes: <ul style="list-style-type: none"> Collect and remit initial months rent received Agree collection of any shortfall and payment method Provide tenant with method of payment Deduct any pre-tenancy invoices Make any HMRC deduction and provide tenant with the NRL8 (if relevant) 	Includes: <ul style="list-style-type: none"> Collecting Holding Monies at the point of Offer Arranging independent referencing of applicant(s) and guarantor(s) if relevant Confirm the Offer Verify presence of a valid Gas Safe certificate prior to check in Drawing up the tenancy agreement 	Includes: <ul style="list-style-type: none"> Collect and remit initial months rent received Agree collection of any shortfall and payment method Provide tenant with method of payment Deduct any pre-tenancy invoices Make any HMRC deduction and provide tenant with the NRL8 (if relevant)

ADDITIONAL NON-OPTIONAL; FEES AND CHARGES (irrespective of level of service):	
Withdrawal by landlord:	One weeks rent + vat
<ul style="list-style-type: none"> Withdrawal from letting after tenancy granted and documentation completed 	
Inventory Fee:	<i>For example</i> £150.00 for Studio flat
<ul style="list-style-type: none"> Dependant on the number of bedrooms and/or size of the property and outbuildings 	
Check In Fee (tenant pays Check Out Fee):	<i>For example</i> £108.00 for Studio flat
<ul style="list-style-type: none"> Accompanied check in and preparation of the Schedule of Condition, taking meter readings, use of appliances 	
Deposit Registration Fee:	£48.00
<ul style="list-style-type: none"> Register landlord and tenant details and protect the security deposit with a Government-authorized Scheme Provide the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of start of tenancy 	
Re-registration of deposit with TDS:	£48.00
<ul style="list-style-type: none"> Re-register the security deposit at tenancy renewal 	
Transaction Charge:	£2.40 pcm charged quarterly
<ul style="list-style-type: none"> Bank transaction charges 	
Additional property visit:	£72.00
<ul style="list-style-type: none"> To attend for specific requests or maintenance-linked visits 	
Out of Hours service:	£2.40 pcm charged half yearly
<ul style="list-style-type: none"> To deal with/action out of hours emergency calls 	
Submission of non-resident landlords receipts to HMRC:	£150.00 per property
<ul style="list-style-type: none"> To remit and balance the financial return to HMRC quarterly – and respond to any specific query relating to the return from the landlord or HMRC 	
Annual Summaries:	£60.00 per property
<ul style="list-style-type: none"> To collate income and expenditure information for landlord to submit to HMRC 	
Arrangement Fee for works between £500-£1000:	2% of net cost
<ul style="list-style-type: none"> Arranging access and assessing costs with contractor Ensuring work has been carried out in accordance with the specification of works Retaining any warranty or guarantee as a result of any works 	
Arrangement Fee for major works or refurbishments over £1000:	10% of net cost
<ul style="list-style-type: none"> Arranging access and assessing costs with contractor Ensuring work has been carried out in accordance with the specification of works Retaining any warranty or guarantee as a result of any works 	
Obtaining more than two contractors quotes:	£24.00
Rent Review Fee:	£24.00
<ul style="list-style-type: none"> Review rent in accordance with current prevailing market condition and advise the landlord Negotiate with tenant Direct tenant to make payment change as appropriate Update tenancy documentation Serve Section 13 Notice if tenancy is on a rolling monthly basis 	
Renewal Fee (landlords share):	£42.00
<ul style="list-style-type: none"> Contract negotiation, amending and updating terms and arranging a further tenancy and agreement 	
Court Attendance:	£72.00 p/hour + travel @ cost
Forwarding mail:	Net cost of postage
<ul style="list-style-type: none"> We do not provide a mail collection service but will forward stray mail sent to us by the tenant 	
House sitting:	£60.00 1st hour £30.00 per subsequent hour or part + travel @ cost
<ul style="list-style-type: none"> To provide access to contractors; waiting time whilst works are carried out and suchlike 	

Schedule 2: Agent and Property Manager Obligations

1. When the Agent is instructed to let the Premises The Agent will do the following:

- a. We will visit the Premises to view them and provide you with an indication of the current market Rent achievable.
- b. The Agent will market your Premises to inform suitable applicants of the availability of your Premises by erecting a To-Let board at the Premises and by advertising online and in appropriate publications. You must notify us in writing if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board.
- c. As and when the Agent has applicants interested in viewing your Premises, the Agent will either accompany these people to your Premises with keys provided by you, or arrange a mutually convenient appointment for them and us to meet you at the Premises.
- d. Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.

2. When an applicant shows an interest in your Premises, the Property Manager will:

- a. Provide them with a sample Tenancy Agreement;
- b. Take up references upon each applicant whenever possible
- c. We use a reference agency who has informed us that they obtain a credit reference report checking the financial standing of the applicant, including income and credit rating, contact the previous landlord (if appropriate) and contact the personal referee if applicable. If the applicant passes the referencing procedure the references will be forwarded to you for approval.
- d. You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.
- e. An Inventory and Schedule of Condition is essential for the proper conduct of your Premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. Inventories should, where applicable, show that furnishings and electrical equipment comply with current legislation. If you do not have an Inventory and Schedule of Condition you will not be able to prove the condition of the Premises at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory.
- f. We do not employ in house Inventory clerks. We instruct the services of independent Inventory Clerks on your behalf, you will be liable for their costs. We are not liable for any error or omission of the independent inventory clerk..

Our standard Tenancy Agreement provides that the Landlord will pay for the check in of the Inventory at the start of the Tenancy by an independent inventory clerk and the Tenant will pay for an independent inventory clerk for a check out report to determine whether or not there is any damage, or compensation for breach of the Tenancy, or cleaning needed taking into account the check-in report of the Inventory and Schedule of Condition. A copy of the check-out report will be sent to both you and the Tenant for comment.

If you are preparing the Inventory we must receive it from you at least 7 days prior to commencement of the Tenancy. Otherwise we will instruct an inventory clerk to compile an Inventory and

Schedule of Condition on your behalf and at your expense.

At the start of the Tenancy a check in of the Inventory will take place and a check-out report of the Inventory and Schedule of Condition will be carried out at the end of the Tenancy. Our Tenancy Agreement makes it clear that the Landlord will pay for the check in report and the Tenant will pay for the cost of compiling the check out report.

- g. Prepare a comprehensive Tenancy Agreement setting out the rights and obligations of both parties including any special terms that have been agreed. If you wish to use a Tenancy Agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the Tenancy is due to commence. There will be an additional administration fee for using your Tenancy Agreement or if amendments are made by you or your solicitor to our standard Tenancy Agreement which is shown in our Additional Services section.

It will be your responsibility to notify the electricity, gas, water and telephone companies and the local authority when the Tenant occupies your Premises. If you fail to do so the liability for the utilities may remain in your name.

- h. Arrange the cleaning of the Premises if instructed in writing. There will be an administration charge as shown in Additional Services in addition to the cleaning charge.
- i. Collect the first month's Rent and if necessary subsequent payments to pay our Commission, together with the Deposit which is usually equivalent to one month/six weeks' Rent, and try to arrange the signing of a standing order so that future Rent payments are made promptly direct to your bank account.
- j. Hold the Deposit paid by the Tenant as Stakeholder against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant. We will register the details of the Deposit and the two parties to the Tenancy Agreement with the TDS/my deposits/DPS (delete as appropriate) and serve the Prescribed Information. We will protect the deposit and serve the Prescribed Information within thirty days.

[OR]

Pass the Deposit to the Landlord who must register it with a Tenancy Deposit Protection Scheme within thirty days of the Tenancy starting or the Deposit being taken whichever is the earlier. It will remain your responsibility to ensure that the Deposit is protected and the Prescribed Information served on the Tenant and any Relevant Person from time to time throughout the Tenancy. Under no circumstance do we accept liability for your failure to register the Deposit and serve the Prescribed Information for each tenancy, including statutory periodic tenancies and renewals.

- k. Request a minimum of 3 sets of keys from the Landlord prior to the Tenancy commencing. If you do not comply and we have additional sets cut to enable you to comply with this obligation charges will be made as outlined in the Additional Services.
- l. Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record ("GSR") if we have not received a copy of a current GSR five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent. If we do not manage the Premises it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.
- m. Serve Notice to end the Tenancy if requested in writing and you do not wish to renew or extend the Tenancy as shown under Renewals below. If the Management Service is not used this will be subject to an administration fee as shown in Additional Services. You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice.

- n. Arrange a check out of the Inventory if we manage the Premises. If we do not manage the Premises a check out can be arranged subject to an administration charge plus the cost of the check out charged by the inventory clerk as shown in Additional Services.
- o. Advise you that if a formal offer has been made by a prospective Tenant and you then inform us and Property Manager that you wish to withdraw from the proposed Tenancy that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.
- p. Advise you that if you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet some of the costs and the expenses incurred up to the sum as set out in the attached schedule of fees.
- q. Inform you that you must notify us of any change in your residency.
- r. Warn that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.
- s. Notify you that it is not part of our normal function to forward the Client's mail. Therefore no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected by the Post Office.
- t. Advise that if you use the Letting Service or the Letting and Rent Collection Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the Premises.
- u. Advise that if the Tenant leaves the Premises of their own accord prior to the expiration of the Tenancy it is your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant.
- v. Advise you that all gas, oil, electrical installations and appliances provided with the Premises must be fully operational and safe at all times and if possible recently serviced prior to the commencement of the Tenancy
- w. Inform you that you are responsible for preparing a Property Information Pack for tenant's reference. The pack must contain essential information: manufacturers operating manuals for all installations and appliances provided at the Premises. Location of meters, stop-cocks, indicators (e.g. oil level), Location of natural materials requiring specialist cleaning products and/or treatments (e.g. wood and/or natural stone worktops, tiles, sanitary ware and such like) If we are appointed to fully manage the Premises you are responsible for providing this information to us prior to the letting of the Premises.
- x. Advise you that you will be responsible for any costs incurred by us in taking legal advice on your behalf, or, action against the Tenant for non-payment of rent or repossession of the Premises or any other breaches of the Tenancy Agreement. Any such need for legal advice shall be agreed in advance.
- y. Advise you that you will be responsible for completing and providing to us a Property Questionnaire together with all relevant additional information, in order to in order to facilitate administration and management of the Premises and tenancy.
- z. Advise you that should you instruct us to fully manage your Premises we will become the Tenant's single point of contact, during and outside of our office hours. In the event you select a Let Only or Letting and Rent Collection Service, you will become Tenant's single point of contact, at all times, and we will pass to them all contact details you provide us with prior to the commencement of the tenancy.

- aa. Advise you that under the Landlord and Tenant Act 1987, we are obliged to include Landlord's full name and address on all rent demands and Tenancy Agreements. If your address is outside England and Wales then we must provide the Tenant with an address within England and Wales to which notices (including Notices in Proceedings) may be served upon you. You are required to provide this information prior to the commencement of any tenancy furthermore if the information first provided changes during the Tenancy you are responsible for informing us as soon as practically possible.
- bb. Advise you that under the equality Act 2010 a disabled person has the right to ask the Landlord for reasonable adjustments to the Premises or to the terms and conditions under which it is let to enable him to enjoy the Premises and its features in the same manner as a person who is not disabled. Such adjustments are temporary often modest in nature and can be reinstated at the end of the Tenancy. Reasonable adjustments are at the Landlord's expense. Currently a Landlord does not have to make physical alterations to the premises or its fixtures and fittings such as enlarging doors, provision of a concrete ramp etc
- cc. Notify you of any rent arrears, deposit disputes or breaches of the Tenancy brought to our attention. However if legal action is required you will be responsible for instructing your own solicitor and for all fees involved.

Renewal

The Landlord should be aware that renewal or continuation as a periodic Tenancy is subject to an additional Fee whether or not we as your Agent negotiate on your behalf.

1. We will do the following:

- a. Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent and advise you if a Rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the Tenancy to be renewed, continue as a periodic Tenancy or notice served. We do not serve notice on the Tenant unless you instruct us to do so in writing.

If we are not managing the Premises service of Notice is subject to a charge as shown in Additional Services.

If you prefer to negotiate direct with the Tenant our Fees as shown at Section 1 continue to be payable.
- b. Write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.
- c. Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However if the Tenant fails to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.
- d. Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.
- e. Inform you that if the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment

Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

- f. When a tenancy is renewed or a statutory periodic tenancy arises the Deposit must continue to be properly protected in the relevant Scheme.
- g. If we negotiate a renewal or you instruct us to write to the Tenant confirming that they will continue to occupy as statutory periodic tenants, we will ensure continued compliance with the Scheme, including serving Prescribed Information within 30 days of the end of the fixed term.
- h. If you prefer to negotiate any renewal personally our fees for the Letting Service will continue to be payable according to Schedule 1 above for the duration of the time the Tenant occupies the Premises.
- i. If you negotiate any renewal personally we will NOT continue to protect the Deposit or ensure compliance with the Scheme rules, unless you specifically ask us to do so. It will be your responsibility to ensure that the Deposit remains protected and the Prescribed Information served within 30 days of a new tenancy starting, whether you have negotiated a new fixed term or on the arising of a statutory periodic tenancy. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with your statutory obligations to protect the Deposit.

Schedule 3: Rent Collection

1. In addition to the Letting Service detailed above we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payments received will be sent to you within 3 working days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.
2. You agree to compensate us within 7 days of a statement of account from us for payment of all claims, costs, and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier.
3. You should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.
4. We cannot be held responsible if the Tenant fails to pay any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.

Schedule 4: Full Management

1. In addition to the above Services we will do the following:

- a. Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.
- b. Deal with day-to-day management matters, including minor repairs up to a maximum figure of £250.00 for any one item. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair likely to cost more than £500.. An additional supervisory fee as specified in Schedule 1 is charged for supervising work in excess of £1000. By signing this Agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent or the fund mentioned below.
- c. The Property Managers will handle all maintenance issues reported during office hours as set out below:

Urgent Repairs. Except in the case of an emergency, should a tenant report an issue that is considered urgent (e.g. heating, hot water, uncontrollable leak, electrical, roofing, security) we will notify you and seek your instructions. If you are not immediately available we will wait no longer than 3 hours for an appropriate response. After this period of time and subject to sufficient funds, a contractors attendance will be organized and we will subsequently inform you of the works addressed and associated costs as advised by the contractor.

Important Repairs. Should a tenant report an issue considered important (e.g. intermittent faults with heating or hot water, lights, power, secondary service) we will report the matter to you on the same working day. If you are not available for immediate response we will allow 3 working days for an appropriate response after which your response will be chased and, subject to sufficient funds, a contractor will be instructed for works up to an estimated cost of £200. Subsequently we will notify you of the work addressed and associated costs as advised by the contractor.

Desirable Repairs. Should a tenant report an issue that is considered desirable (e.g. not of detriment to the property) we will notify you of the issue within 3 working days and follow up a week later if no response is received from you. If you fail to respond we will assume you have no interest in dealing with the particular matter and we will advise your tenant accordingly

- d. Instruct tradesmen to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £500 except in an emergency which risks significant damage to your Premises or to the life of an individual where the amount is unlimited. You however remain liable for the payment of all invoices to tradesmen.

- e. Use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we, the Agent, will not be liable for any loss suffered.
 - f. Advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.
 - g. Try to visit the Premises approximately ** 2 times each year, or more frequently if requested in writing and deemed necessary by you which will be subject to a charge as shown in Schedule 1 provided the Tenant grants access. If the Tenant does not grant access we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the Premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part of or every item in the Premises but enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects. ** NOTE: One single visit to the Premises approximately once each year will apply to rentals of £1000 pcm and under
 - h. Supervision of the Premises is not part of our management function when it is unoccupied. If you wish us to manage your Premises during a void period we will gladly do so subject to the charges specified in Schedule 1 which are payable in advance together with your written instructions. We will visit the Premises once a week during office hours being Monday to Friday between 9am and 5pm. We will inform you of any lack of repair or maintenance but will not instruct a contractor unless we hold cleared funds, you confirm in writing we may deduct the cost of the contractor from those funds, and you agree in writing to pay our administration fee as shown in Schedule 1.
 - i. Supervise, under certain circumstances, either the partial or total refurbishment of properties. To supervise this work we will charge a fee being a percentage of the total cost of the work but subject to a minimum charge as shown in Schedule 1. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.
 - j. Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Premises. We will charge waiting time at the Premises as shown in Schedule 1 in addition to the invoice of the contractor. We do not meet contractors if we do not manage the Premises.
 - k. Endeavour to obtain a forwarding address to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.
2. Either party may withdraw instructions to manage the Premises upon giving three months' written notice. However our fees for the Letting Service remain payable as specified in Schedule 1.

Schedule 5:

Landlord's Undertakings

Consent for Letting

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

Mortgage

2. If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

Sub-letting

3. If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

Insurance

4. It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

Taxation

5. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on www.hmrc.gov.uk. You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose

Premises we have let and the rental income they have received, regardless of the country of residence of that landlord. The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from www.hmrc.gov.uk/cnr/nr_landlords.htm. Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non Resident Landlord Scheme we shall make an administration charge as shown in Schedule 1. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

Rent Arrears or Breach of Covenant

6. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

Reimbursement of the Agent

7. You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

Water Rates

8. You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Premises to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided. We cannot be held liable if we do not manage the Premises; the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

Sub-Contractors

9. Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

Housing Act 2004

10. Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

Indemnity

11. If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

Deposit Protection

12. If you are holding the Deposit, whether we received it from the Tenant or not, it will be your responsibility to ensure continued protection from time to time during the tenancy. When a tenancy is renewed, or a statutory periodic tenancy arises at the end of the initial fixed term, it will be your responsibility to re-serve the Prescribed Information on the Tenant and any Relevant Person unless you specifically ask us in writing to do so. You agree that you will indemnify us for any losses that we suffer as a result of you failing to keep the Deposit properly protected and the Prescribed Information served.

Out of Hours emergency helpline

13. Full management services includes an optional Out of Hours emergency helpline via a third party provider. All costs for onsite attendance, materials, if any, labour and calls will be chargeable to the Landlord at the contractors out of hours rates. . In the event of Tenant misuse of this service we will attempt to recover associated costs from the Tenant.

Electronic Documentation

14. Contracts which have been signed electronically either by fax, email, scanning or website authentication are binding and admissible in evidence. For convenience we may ask you, the Tenant or any prospective tenant to sign documentation electronically.

Complaints

15. We will always endeavour to provide the highest level of service and recognise that on occasion things may not always go according to plan. In such instances we operate an in house complaints procedure so that our clients may inform us of any issues they have experienced.

For details of our In House Complaints Procedure, please contact:

Portmill House, Portmill Lane, Hitchin, Hertfordshire, SG5 1DJ

Telephone: +44 (0)1462 420201

Schedule 6:

Deposit Handling (Property Manager to Hold through TDS)

If a tenant pays a deposit in connection with an Assured Shorthold Tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorized tenancy deposit protection scheme.

The landlord must give the tenant and any Relevant Person 'Prescribed Information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

We are a member of the Tenancy Deposit Scheme (TDS), which is a government-authorized tenancy deposit protection scheme, administered by:

The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts HP1 9GN
Phone: 0845 226 7837
Web: www.tds.gb.com
Email: deposits@tds.gb.com
Fax: 01442 253193

If we receive an AST deposit on your behalf, we will serve the Prescribed Information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):**

- a) fails to give prescribed information within the Statutory Time Limit;
- or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit;
- or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of TDS, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

TDS rules are available to view and download from www.tds.gb.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree;
- or
- b) the court orders us to do so;
- or
- c) the Tenancy Deposit Scheme directs us to do so.

During the tenancy

We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

Interest earned on the deposit will belong to us to cover the costs of administration.

If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. TDS will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

At the end of the tenancy

1. Where there is NO dispute about the deposit

At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant.

Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

2. Where there IS a dispute about the deposit

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. TDS will then direct us to pay the disputed amount to the TDS. We have 10 days, from and including the date we receive the TDS's direction, to send in the money.

If we protect a deposit with TDS on your behalf, you hereby authorise us to pay to the TDS as much of the deposit as the TDS requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the TDS.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. TDS does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.

If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify TDS whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the TDS's communication to you. If you do not respond to the TDS by the deadline, you will be treated as having given your consent to alternative dispute resolution.

Agents, Property Managers and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the TDS, TDS will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to TDS is NOT deemed to consent to alternative dispute resolution. If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tds.gb.com.

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date TDS receives notice of:

- (a) the adjudicator's decision;
- or
- (b) an order from the court that has become final;
- or
- (c) an agreement being reached between you and the tenant(s).

If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

Consent to use personal information

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

You agree that we may supply such information as is reasonably required to TDS. You agree that TDS, or the government department responsible for TDS, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish TDS to contact you for that purpose, you should write to TDS as explained in the Scheme Leaflet (see www.tds.gb.com).

Our duty to provide correct and complete information

When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

Where the tenancy is not an AST

The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of TDS.

If a dispute arises you, we or the tenant will contact the TDS. Then:

- a) TDS will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as TDS may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

TDS will not start the dispute resolution process until all parties have agreed in writing to use TDS and paid the applicable fee and the disputed deposit to TDS.

Joint Landlords

If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

By law, you may not serve a notice seeking possession under Section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a Section 21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

Schedule 6: Deposit Handling (Property Manager to Hold through DPS)

We will normally hold the Deposit if it is an Assured Shorthold Tenancy unless specifically requested by the Landlord in writing to transfer it to him and the prospective Tenant agrees in writing. If we are protecting the Deposit to comply with current legislation under the Housing Act 2004 we will register the Deposit and transfer it to the Deposit Protection Service ("DPS") within thirty days of the Tenancy commencing or the Deposit being taken whichever is earlier. If the Tenancy is outside the protection of the Housing Act 2004 we will pass it to the Landlord to hold in a separate client account if requested in writing. If the Landlord protects the Deposit under DPS in his name it is his responsibility to serve the Prescribed Information and the Terms and Conditions of the DPS on the Tenant and to register and log the Deposit with DPS within thirty days of the Tenancy commencing or the Deposit being taken whichever is the earlier and provide written proof to us of the protection.

If we are not managing the Premises we will charge an administration fee as shown in Additional Services to cover costs for holding the Deposit and passing it to the DPS. We will not negotiate deductions between the Landlord and the Tenant but will inform DPS how the Deposit is to be released by completing the relevant documentation once both parties confirm in writing the deductions to be made. Unless we manage the Premises we will not negotiate on your behalf unless requested by you in writing together with your cheque for our fees in the sum **as set out in the attached schedule of fees** to resolve any dispute.

If we have to prepare documentation in the form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

If we manage your Premises we will retain 40% of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Premises and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to DPS to gain compensation for his loss from the Deposit.

Schedule 6: Deposit Handling (Property Manager to Hold with MyDeposits)

We will normally hold the Deposit if it is an Assured Shorthold Tenancy unless specifically requested by the Landlord in writing to transfer it to him and the prospective Tenant agrees in writing. If we are protecting the Deposit to comply with current legislation under the Housing Act 2004 we will register the Deposit with mydeposits within thirty days of the Tenancy commencing or the Deposit being taken whichever is earlier and arrange signature of the relevant Certificate by the Tenant to comply with the rules of mydeposits. If the Landlord is protecting the Deposit with mydeposits it will then be the Landlord's liability to register the Deposit within the prescribed timescale and to serve the relevant documentation on the Tenant. If the Tenancy is outside the protection of the Housing Act 2004 we will pass it to the Landlord to hold in a separate client account.

If we are not managing the Premises we will charge an administration fee as shown in Additional Services to cover costs for holding the Deposit and passing it to mydeposits if there is a dispute regarding any deductions at the end of the Tenancy. We will not negotiate deductions between the Landlord and the Tenant but will inform mydeposits that a dispute has arisen by completing the relevant documentation and passing the Deposit or balance of it to mydeposits for adjudication regarding the deductions to be made once both parties confirm in writing that a dispute has arisen. Unless we manage the Premises we will not negotiate on your behalf unless requested by you in writing together with your cheque for our fees in the sum of as set out in the attached schedule of fees to resolve any dispute.

If we have to prepare documentation in the form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

If we manage your Premises we will retain 40% of the last month's Rent to enable us to carry out any necessary cleaning or maintenance and market your Premises to find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to mydeposits to gain compensation for his loss from the Deposit.

Incorrect Information:

The Landlord warrants that all the information he has provided to the Agent and Property Manager is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to the Agent and Property Manager which causes the Agent and Property Manager to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent and Property Manager for all losses suffered

Schedule 6: Deposit Handling (No Scheme applicable)

We will collect the Deposit together with the initial Rent payment from the Tenant at the commencement of the Tenancy and regardless of the Service used by the Landlord hold the Deposit in a Stakeholder capacity. As Stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without the other party's written consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the Tenancy. The Deposit will also be held in an interest bearing client account. Any accrued interest will be used to cover any bank and administration costs incurred by ourselves.

After the Tenancy ends you are entitled with the written consent of the Tenant to ask us to deduct from the Deposit money to compensate for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, other costs or unpaid Rent and pay the balance if any to the Tenant.

If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within fourteen days of the Tenant receiving that demand in writing.

Schedule 6: Deposit Handling (Landlord to Hold)

If you/the Landlord decide(s) to hold the Deposit we will transfer it to you within fifteen days of receiving it in cleared funds. You must then register it with another Tenancy Deposit Protection Scheme within a further fifteen days of the Tenancy starting or the Deposit being received if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount between one and three times the Deposit the sum being up to the discretion of the judge. You will be unable to serve or enforce a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

Schedule 7: Safety Legislation

The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

1. It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

Electrical Equipment (Safety) Regulations 1994

2. You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations there will be an administration charge as shown in Schedule 1 in addition to the cost of the safety check itself.

Gas Safety (Installation and Use) Regulations 1998

3. It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in Schedule 1 in addition to the cost of the GSC. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties.

Part "P" Building Regulations (Electrical Safety in Dwellings)

4. From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.

Smoke Alarms and Carbon Monoxide Alarms

5. Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. From the 1st October 2015 all rented properties will require smoke alarms and carbon monoxide alarms fitted to the premises by law. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing. The cost and our administration fee as shown in Schedule 1 will be deducted from the Rent.

Energy Performance Certificate ("EPC")

6. All properties going on the market for letting must have an EPC. A copy must be given to the Tenant with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions. The Premises cannot be marketed without an EPC as the first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown in Additional Services as well as the cost of the EPC.

Legionnaires' Disease

7. In order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the tenant at the Premises and confirms he has considered all risks regarding Legionnaires Disease.

Schedule 8: Additional Clauses

Schedule 9: Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Cancellation Regulations")

1. Notice of the Right to Cancel

If you sign this contract away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with the Agent's representative, the following applies:

- 1.1. You have the right to cancel this contract within 14 days without giving any reason.
- 1.2. The cancellation period will expire after 14 days from the day you sign this Agreement.
- 1.3. To exercise the right to cancel, you must inform the Agent of your decision to cancel this contract by a clear statement sent to us by post, fax or email. You may use the cancellation form below but it is not obligatory.
- 1.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 1.5. If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 1.6. Under the Cancellation Regulations the Agent cannot begin providing you with the service under these terms unless you have requested that the Agent begin the service in writing. You may do this by signing in the relevant place on the signatures page.

If you request in writing that we begin performance of the service begins and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work we have done until you have communicated to the Agent your cancellation.

Cancellation Form

If you decide to cancel this contract during the Cancellation Period you must do so in writing by carrying out one of the actions below:

1. Complete and return the attached Cancellation Notice by delivering, or by sending it by first class post, or by electronic mail to:

Place

Address: Ashley House, 31 – 33 Chalfont Road, Seer Green, North Beaconsfield, Buckinghamshire, HP9 2QP

at any time within the Cancellation Period;

or

2. Provide the same details in writing to

Rushbrook and Rathbone

Portmill House

Portmill Lane

Hitchin

SG5 1DJ

enquiries@rushbrookrathbone.co.uk

Fax 01462 453036

at any time within the Cancellation Period

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT to:

Rushbrook and Rathbone

Portmill House

Portmill Lane

Hitchin

SG5 1DJ

enquiries@rushbrookrathbone.co.uk

Fax 01462 453036

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.

Ordered on:

Name(s)

Address

Signature(s)

Date.