



# ASTONCHASE

TERMS OF BUSINESS FOR  
LETTINGS



# Confirmation of Landlord Instruction

Please complete, initial each page and sign these Terms of Business and return them to Aston Chase in order for the marketing of the Property to commence.

## 1. The Property – full details of the Property which is to be Let.

Should You wish to instruct Aston Chase on more than one Property, please ask for an Addendum to this document where You can list all properties owned. This will save You completing individual Terms of Business for each Property.

Address of Property to be Let.....  
.....Post Code.....

Parking Bay/Garage No.....Land Registry Title No (if known).....

Freehold     Leasehold

If Leasehold, please advise of any restrictions or covenants which form part of the Head Lease. These will need to be included within the Tenancy Agreement. You will be responsible for providing a copy to the Tenant.

## 2. The Landlord(s) – Please provide full details as requested below:

Full name(s) and date(s) of birth of each individual Landlord(s)/Property Owner(s):

Name..... Date of Birth.....

Name..... Date of Birth.....

Name..... Date of Birth.....

Name..... Date of Birth.....

Company/Trust Name if Property is registered under a Company/Trust.....  
.....

Home/Company Registered Address.....  
..... Post Code.....

Contact name if Property is registered under a Company/Trust.....

Home Telephone No..... Mobile No.....

Work Telephone No..... Email.....

## 3. Financial Details

Email address where client statements will be sent.....

Confirmation of UK bank account where You would like Us to pay Rent:

Bank..... Sort Code.....

Account No..... Account Name.....

## 4. Tax

As Your managing agent We are obliged to make a return to HMRC stating the name(s) and address(es) of all clients.  
Please confirm Your residency while We are acting for You:

In the UK     Overseas

If overseas, have You applied for self-assessment:  Yes     No

**1. 1. SAFETY & COMPLIANCE (WE WILL REQUIRE A COPY OF THE GAS SAFETY RECORD, EPC & ELECTRICAL SAFETY RECORD SHOULD YOU HAVE ONE)**

**Gas (Also see Clause 1.8) — Under the Gas Safety (Installation & Use) Regulations 1998;**

- i) All gas appliances (including propane gas fueled), pipe work & flues must be inspected annually if installed in rented properties & a safety record obtained.
- ii) Records must be kept of all safety inspections & must be provided to tenants.
- iii) Only qualified firms or individuals (Gas Safe registered) may inspect, install or maintain gas appliances & pipe works.  
Does The Property benefit from a supply of gas? (including out-houses or annexe buildings)

Yes — Therefore you are obliged to provide a Gas Safety Record before a Tenancy can commence.

No — I/We certify that The Property does not benefit from a supply of gas.

I/We confirm that we have a current gas safety certificate for all appliances at The Property.....  Yes  No

**Electrical (Also see Clause 1.9) Under the Electrical Equipment (Safety) Regulations 1994;**

- i) New electrical equipment must carry a CE marking, affixed by the manufacturer.
- ii) Landlords of residential property have a responsibility to ensure that any electrical equipment supplied is Safe and does not cause a danger.

I/We confirm that The Property complies with the above Regulations.....  Yes  No

**Furniture (Also see Clause 1.6) Under the Furniture & Furnishings (Fire) (Safety) Amendment Regulations 1993;**

- i) The regulations apply to all upholstery and upholstered furnishings, loose covers, loose fittings, pillows and any re-upholstered furniture dated post 1950.
- ii) Upholstered furniture which is claimed to date prior to 1950 must be verified by a professional valuer and receipts given to confirm that the furniture precedes this date and has not been re-upholstered
- iii) Any furniture covered by Regulations that is found to be non-compliant MUST be removed prior to the marketing of Your Property.

I/We confirm that all the furniture in The Property complies with the above Regulations .....  Yes  No

**Legionella (also see clause 5.27) Under the HSE Approved Code of Practice 'Legionnaires' disease  
The control of legionella bacteria in water systems' (ACOP L8);**

- i) Landlords of residential property have a legal responsibility to ensure that the risk of legionella is properly assessed and controlled and does not cause a danger.
- ii) All water systems must be periodically risk assessed and appropriate measures implemented where a reasonable risk of exposure is identified.

I/We confirm that The Property has been risk assessed by a competent person to identify the risk of legionella and risk controls implemented where necessary .....  Yes  No

If you have answered 'No' to the above question, please confirm what actions you will undertake to fulfil your above noted obligations this can include asking Aston Chase to provide contact information for a suitable contractor to undertake the Risk Assessment for you

.....  
.....  
.....

**Smoke and Carbon Monoxide Alarms (see also Clause 1.11)**

- i) Landlords have a legal responsibility to ensure The Property is fitted with a smoke alarm on every storey/floor and a carbon monoxide alarm in every room where there is a solid fuel burning appliance.
- ii) Each smoke alarm and carbon monoxide alarm must be tested at the commencement of every Tenancy.

I/We confirm that The Property has been fitted with the required smoke alarm(s) and carbon monoxide alarm(s) .....  Yes  No

If no, do You require Us to arrange for the installation of the required smoke alarms / carbon monoxide alarms on Your behalf .....  Yes  No

## 2. ASTON CHASE LEVEL OF SERVICE

Sole Agency

(For a period of \_\_\_\_\_ weeks from the commencement of formal marketing)

Joint-Sole Agency

(For a period of \_\_\_\_\_ weeks from the commencement of formal marketing)

Multi-Agency

### Fees stated here supersede any other mentioned in the body of this document

(You can tick multiple boxes)

Please tick the appropriate box below to confirm which service You wish to instruct Us.

Letting & Rent collection 11% + VAT (i.e. 13.2%) .....

For the whole period, that The Tenant occupies The Property, including Renewals (but subject to cancellation in clause 9.29)

Letting & Property Management 17% plus VAT (i.e. 20.4%) .....

For the whole period, that The Tenant occupies The Property, including Renewals (but subject to cancellation in clause 9.29)

Short Letting (inclusive of Property Management) 26% plus VAT (i.e. 31.2%) .....

(please note that we can market The Property simultaneously for both long and short let)

Property Management Only (includes rent collection) 6% plus VAT (i.e. 7.2%) .....

(please complete The Property Management Information Form and pay special attention to clause 6.8)

Vacant Management 50 £ per week .plus VAT (i.e. £60) .....

(please complete The Property Management Information Form at the end of this document)

## 3. DECLARATION & ACCEPTANCE OF TERMS OF BUSINESS

I/We are the legal owner(s) of The Property.

I/We certify that all necessary Consents to let (including but not limited to; mortgage provider and Freeholder permission) The Property have been obtained.

I/We certify that there are no major repairs, construction or maintenance works of which I/We are aware are due to be carried out to The Property, any adjoining premises or the building of which The Property forms part of.

I/We certify that; all gas appliances (if any) installed at The Property will/have been checked in accordance with the Gas Safety (Installation & Use) Regulations 1998.; all electrical installations and appliances within The Property comply with the Electrical Equipment (Safety) Regulations 1994; all soft and upholstered furniture supplied to The Property comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993; a Legionella Risk Assessment has/will be undertaken by a competent person in accordance with the HSE Code of Practice; Smoke and Carbon Monoxide alarms will/ have been fitted at the Property in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

I/We have read, are in agreement and accept these Terms of Business and are bound by its entire contents.

Sign here..... Date.....

Sign here..... Date.....

Sign here..... Date.....

Sign here..... Date.....

**The Landlord should read the Terms of Business carefully, and in particular Section 1, 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 for as long as any Tenant Aston Chase find for You is occupying the Property, whether or not Aston Chase is instructed to act on Your behalf. Ensure You are certain of the meaning of the charges You will incur.**

#### **4 FEES, CHARGES AND COSTS**

- 4.1 Lettings & Rent Collection:** 11% + VAT (13.2%) of the total gross Rent or consideration reserved under the terms of the Tenancy Agreement. This fee will become payable to Aston Chase in full at the start of the Tenancy, ignoring any right for either party to terminate the Tenancy early. The fee is payable to Aston Chase, in addition to any other costs or charges agreed as shown in additional charges below.
- 4.2 Withdrawal from a Tenancy:** If You have authorised Aston Chase to submit a Tenancy Agreement to a prospective Tenant, in terms approved by You, that person has signed the Tenancy Agreement and paid any deposit to Aston Chase and You subsequently withdraw irrespective of the reasons, then' 50% of the prospective fee becomes payable.
- 4.3 Renewal:** 10% + VAT (12%) of the total gross Rent reserved under the Lease or Tenancy Agreement for any extension, renewal or holding over of the initial period is payable in full on the date the extension, renewal or holding over commences **whether or not the extension, renewal or holding over is arranged by Aston Chase**. After the initial fixed term. We will charge Renewal Commission if the Tenancy is renewed whether or not We are instructed to act for the Landlord for the term the Tenant remains in occupation.
- 4.4 Associated Tenancies:** The fees as stated in clause 4.1 is payable on subsequent lettings of the Property which take place within six months following the end of the Tenancy to any associate of the Tenant. Further fees as stated in clause 4.3 of the total gross Rent or consideration are payable for renewals or extensions of such a letting.
- 4.5 Refund of Fees:** Aston Chase shall not be liable to repay any introduction fee or any other sums as a result of the Tenant terminating the Tenancy before the contractual expiry date if the Landlord is in breach of the Tenancy Agreement. However, should a Tenant terminate a Tenancy early in accordance with the Tenancy Agreement, Aston Chase will refund any overpaid Introduction fee on a pro-rata basis.
- 4.6 Due Payment Date:** The Letting Fee is due for payment at the commencement of each Tenancy and/or renewal or extension of it whether or not Aston Chase is instructed to act on the Landlord's behalf. If the Tenancy or Lease is for a period of more than one year then the fee is payable annually in advance or up to the Minimum Term of the Tenancy, whichever is greater. We will be entitled to our fee at the commencement of the term and any extension of it whether as a fixed term or a periodic Tenancy.
- 4.7 Property Management Service:** For our management service there is a fee of 6 % + VAT (7.2%) of the total gross Rent reserved under the Tenancy Agreement or Lease or any extension or continuation of it in addition to the Letting & Rent Collection Fee. The Management Fee is payable for the terms of the Tenancy in advance.

- 4.8 Short Term Tenancies: A fee of 31.2% inc VAT (26% + VAT):** For short term tenancies 26% + VAT of the total Rent is payable during the Tenancy but subject to a minimum charge of £600 inc VAT (£500 + VAT). This fee is payable for all lettings for periods of less than six months.
- 4.9 Sales Commission:** Should a sale of the Property be agreed with any Tenant or prospective Tenant, or any associate of theirs, whether before or during a Tenancy, or within a six month period after termination of the Tenancy, Aston Chase will be entitled to a commission on completion of the sale. This will be calculated at 3% inc VAT (2.5% + VAT) of the purchase price of the Property (or any part thereof) + VAT (to include any figure apportioned for fixtures and fittings). If the Property is sold to a third party with the occupancy of the Tenant introduced by Aston Chase, or if the Property is repossessed, then notwithstanding such sale or repossession, You remain liable to pay Aston Chase any outstanding fee. Aston Chase may be entitled to a fee on an extension or renewal of any Tenancy Agreement and any other sums payable hereunder. The fee is payable on completion of the sale. Any fee that remains unpaid for 14 days shall be liable to interest at 4% above the Royal Bank of Scotland base rate.
- 4.10 Interest on Clients' Monies and Commission:** Any interest accrued on monies that We hold on Your behalf will be retained by ourselves to cover bank and administration charges etc.
- ADDITIONAL CHARGES**
- 4.11 Vacant Property Management:** At the end of the Tenancy of a managed Property and whilst the Property remains vacant between lettings, We will, at Your request, carry out visits and continue to pay any outgoings provided We are kept in funds for this purpose. This service is subject to a minimum fee of £60 inc VAT (£50 + VAT) per week which will be for one weekly visit during office hours which are between 9am and 6pm from Monday to Friday. If additional visits are requested in writing these will be subject to additional charges.
- 4.12 Programmes of Works & Replacement of Goods:** If You ask Aston Chase to co-ordinate or arrange any works, or organise the replacement of any appliances, curtains, furniture, fixtures and carpets on Your behalf, then We will charge a fee calculated at 12% inc VAT (10% + VAT) of the cost of works or goods. Under no circumstances will Aston Chase arrange for works prior to a letting unless Aston Chase is holding sufficient funds from the client to cover such costs and our fees.
- 4.13 Tenancy Agreement:** Unless We are instructed otherwise, We use our standard form of Tenancy Agreement. Landlords instructing their own solicitors to prepare an agreement will be responsible for their solicitor's fees. The charge for Aston Chase to draw up a Tenancy Agreement is £240 inc VAT (£200 + VAT).
- 4.14 Renewal Documentation:** We will, if required, negotiate the terms of the renewal of the Tenancy and prepare the necessary paperwork and renewal documentation. Upon renewal of the original Tenancy, an administration fee of £120 inc VAT (£100 + VAT) will be applicable. **Our fees as shown under the Renewal Clause remain payable if Aston Chase are not instructed to renew the Tenancy.**

- 4.15 Bank Charges:** If Aston Chase incurs any bank charges depositing foreign cheques and/or drafts or remitting funds abroad You shall reimburse Aston Chase.
- 4.16 Legal Costs/Courts & Tribunals:** If solicitors are instructed on Your behalf during the term of the Tenancy, You shall be responsible for their fees. If Aston Chase or any members of our staff are obliged to give evidence in court or attend a hearing or tribunal on Your behalf, We will be obliged to charge for our time which will be evaluated dependent on the status of the member of staff.
- 4.17 Registration of the Deposit:** The administration fee for membership of the Tenancy Deposit Scheme (TDS) is £42 inc VAT (£35 + VAT) paid annually in advance.
- 4.18 Preparation of Documentation:** If there is County Court proceedings or TDS adjudication our fees will be £300 inc VAT (£250 + VAT) plus our reasonable costs and expenses, and attendance at court or any tribunal on Your behalf will be charged at £60 inc VAT (£50 + VAT) per hour plus our reasonable costs and expenses.
- 4.19 Authorisation for Fees:** 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.
- 4.20 Interest on Outstanding Monies:** Any fees and other charges which have not been paid will have interest charged at 4% above the base rate of the Royal Bank of Scotland from the due date until the date of payment.
- 4.21 Value Added Tax (VAT):** VAT will be chargeable on all commission, fees and charges at the prevailing rate. This rate may change from time to time and the total cost will change accordingly. All fees contained within this Agreement are shown exclusive of VAT.
- ## 5 PRE-LETTING REQUIREMENTS
- 5.1 Authority for the Letting:** The person signing any Tenancy documentation must have the legal right to do so, and this person is responsible for payment of the remuneration referred to in this document. By signing any Tenancy documentation, You warrant that You are the Landlord and beneficial owner of the Property to be Let, or You have authority to act on their behalf and we have received confirmation of such. If any person forming the Landlord sells their interest in the Property during the fixed term then they remain liable for the fees and commission of Aston Chase until the end of that Term.
- 5.2 The Money Laundering Regulations 2017:** Under the Money Laundering Regulations 2007 We must obtain evidence of Your identity and proof of address. We are required to see the original document and hold a copy of Your passport and a utility bill addressed to You at Your current address (or other suitable documents) on file for five years. If the Landlord is a company, full details of the documents required will be provided when the instruction is taken.
- 5.3 Ownership:** By signing these Terms and Conditions You warrant to Aston Chase that You are the owner of the Property, or otherwise hold legal authority to enter into a Tenancy Agreement. You may be asked to provide Us with sufficient documentary evidence to satisfy Us and the Tenant 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 a Tenancy Agreement.
- 5.4 Consent to Let:** The Landlord is responsible for obtaining all necessary consents for the letting of the Property from the Landlord's mortgagee, head lessor and insurers etc.
- If the Property is subject to a mortgage,** You will need Your mortgagee's written consent to the proposed letting. By signing the Terms of Business 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 attached to the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date.
- If You are a Leaseholder,** You will normally require consent from Your Superior Landlord, Freeholder or their managing agent before You can sub-let the Property 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 a licence 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 Tenant together with any schedules referred to therein, so that We can attach a copy of this to the Tenancy Agreement. If the Tenant 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 mortgagee or Superior Landlord to enter into a Tenancy Agreement.
- It is essential** that the Property and the contents included in the Inventory and Schedule of Condition are adequately insured and that Your insurers are aware that the Property is being Let. Failure to do so may invalidate Your insurance. You must inform Your insurers whenever the Property remains 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 Property is injured. You must give Us copies of any relevant section of Your insurance policies that impose restrictions on the behaviour of any Tenant or occupier of the Property to attach to the Tenancy Agreement at

its commencement, including any conditions for vacant premises. If these are not given to the Tenant then they have no obligation to comply, which could be a breach of Your insurance contract, rendering any claim void. We cannot be responsible for the renewal of Your insurance cover. Since 14 January 2005 it is illegal for a letting agent (or anyone else) to advise on or sell such general insurance products, unless they are authorised by the Financial Conduct Authority (FCA) or directly regulated by a broker registered with the FCA. Accordingly, Aston Chase is unable to give advice on insurance matters and We would recommend that You contact Your insurance provider directly.

#### **SAFETY REQUIREMENTS**

**Fittings and Equipment:** The Landlord must ensure that all equipment, electrical, gas or otherwise, provided with the Property, is safe and in operational order and, if possible, serviced prior to the commencement of the Tenancy.

**5.5 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended):**

If applicable, the Landlord must ensure that any furniture or furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1989 and 1993, which imposes important requirements upon Landlords of residential Property to ensure that all upholstered furniture is cigarette and match resistant and carries a permanent label showing compliance. Aston Chase is obliged to refuse to market any Property where the furniture does not comply.

**5.6 The Gas Safety (Installation and Use) Regulations 1998:** All gas appliances, equipment and pipe work must comply with the Gas Safety (Installation and Use) Regulations 1988, meaning a gas safety inspection must be satisfactorily carried out prior to the commencement of any Tenancy, as well as on an annual basis thereafter throughout the term of the Tenancy by a Gas Safe registered installer. The reports must be supplied to the Tenant and any works carried out must be recorded. We can, upon Your instructions, obtain the necessary safety report at the Landlord's expense. If Aston Chase do not manage the Property it is the legal responsibility of the Landlord to ensure that a valid gas safety certificate is available to be given to the Tenant at the start of the Tenancy, and that a further gas safety certificate is given to the Tenant within twenty eight days of the due date of renewal of the certificate. Aston Chase have no liability if the Landlord fails to comply with the legislation.

**5.7 The Electrical Equipment (Safety) Regulations 1994:** The Landlord must ensure that all electrical appliances, plug sockets and wiring in the Property and the electrical supply is safe and will not cause 'danger', and complies with all statutory requirements. All new electrical appliances must carry a 'CE' mark, along with clear working instructions. Newly installed plugs and sockets must also comply with regulations. We can, upon Your instruction, obtain the necessary safety certificate at Your expense.

**5.8 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015:**

Require You to fit smoke alarms on each storey of the Property, and a carbon monoxide alarm in any room with a solid fuel appliance, before entering into any new Tenancy, regardless of the age of the building. You are required to have all alarms tested at the commencement of the Tenancy and to hold records of such tests. You warrant to Aston Chase that these Regulations have been fully complied with by You. We can, upon Your instruction and an arrangement fee of £60 plus the cost of the alarms and installation (no arrangement fee would be due from our Fully Managed Landlords – see Our Property Management Service), arrange for fitting of the alarms. Should Aston Chase not receive confirmation from You in writing 48 hours prior to

the commencement of the Tenancy that the

Property has been fitted with the necessary alarms or that We should instruct installation on Your behalf, We will instruct under the requirements of statute for the relevant alarms to be provided at the Property prior to the commencement of the Tenancy on Your behalf. You will be invoiced separately and a minimum charge of £125 for one alarm plus £50 for any additional alarm will be deducted from the advance Rent. You shall be responsible for the maintenance of

the alarms during the Tenancy, and the Tenant will be responsible for testing the alarms during the Tenancy, replacing all defective batteries and informing You of any defects. In respect of all properties built since June 1992, the Building Regulations 1991 require that mains operated interlinked smoke detectors/alarms are installed on each floor of the Property.

**5.9 Part 'P' Building Regulations (Electrical Safety in Dwellings):**

From 1 January 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 Property. 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 Property.

**5.10 Legionella:** In accordance with the HSE Approved Code of Practice Legionnaires Disease: The Control of Legionella Bacteria in Water Systems (ACOP L8), You hereby warrant to Aston Chase that the Property has been and will continue to be satisfactorily risk assessed in respect of the risk of legionella, and where a reasonable risk has been identified, measures and controls have been implemented accordingly. We can, upon Your instruction, arrange for an assessment to be carried out at the Property, subject to an arrangement fee of £60 inc VAT (£50 + VAT) plus the cost of the assessment.

**5.11 Energy Performance Certificate (EPC):** A copy of the EPC must be given to the applicant prior to the first viewing or with any written details. The Landlord must provide a copy of a current EPC when instructing Aston Chase. We can arrange an EPC on Your behalf, subject to the administration fee shown in Additional Charges.

**5.12 Taxation:** The Finance Act 1995 and the Taxation of Income from Land (Non Residents) Regulations 1995 state that if You reside abroad for more than 6 months in the tax year You are responsible for notifying Her Majesty's Revenue & Customs (HMRC) of the Tenancy and obtain an approval number to enable Us to pay You the Rent without retaining any tax. HMRC will hold Us, as Your agent, responsible for the payment of any tax liability which arises on Rent collected on Your behalf, until We are in receipt of an approval number. Accordingly, if You are an expatriate Landlord, it will be necessary for Aston Chase to deduct tax at the basic rate, or where the Tenant pays the Landlord directly, the Tenant is required to make deductions and forward the monies to HMRC on a quarterly basis until an approval number is obtained. If You currently live in the UK but subsequently move abroad, it will be necessary for Us to commence the procedure as detailed above from the time that You leave this country.

All Landlords are liable to declare their residential lettings income to HMRC and you must inform HMRC that You are letting the Property. 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 at [www.hmrc.gov.uk](http://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 Property We have Let and the Rental income they have received, regardless of the country of residence of that Landlord.

- 5.13 Inventory:** Where appropriate, We will arrange for a professional independent Inventory to be compiled or updated prior to the commencement of the Tenancy, as well as an Inventory check-in if applicable, at the Landlord's cost. If a Landlord fails to have a fully comprehensive Inventory it may not be possible to prove damage to the Property or the fixtures and fittings, therefore no compensation can be claimed.
- 5.14 Deposit:** Aston Chase usually collect the equivalent of six weeks' Rent from the Tenant, to be held as the Deposit against damages, breach of the Tenancy Agreement, unpaid Rent or bills, and any losses incurred by the Landlord in accordance with the terms of the Tenancy Agreement. 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 to 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, 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.

#### TENANCY DEPOSIT SCHEME

To comply with Tenancy Deposit Protection legislation, the Agent is a member of the Tenancy Deposit Scheme, which is administered by The Dispute Service Ltd:

PO Box 1255  
Hemel Hempstead Hertfordshire  
HP1 9GN  
phone: 0845 226 7837  
web: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)  
email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
fax: 01442 253193

If We are instructed by You to hold the Deposit, We shall do so under the Terms of the Tenancy Deposit Scheme.

#### AT THE END OF THE TENANCY COVERED BY THE TENANCY DEPOSIT SCHEME

If there is no dispute, We will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to

the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit, it will be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

The statutory rights of either You or the Tenant to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute, We must remit to The Dispute Service Ltd the full Deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered, whether or not You or We want to contest it.

Failure to do so will not delay the adjudication, but The Dispute Service Ltd will take appropriate action to recover the Deposit and discipline Us.

We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

By signing this Agreement You agree to abide by the regulations of the TDS, of which We are a member.

If We do not manage Your Property, We will charge an administration fee, to cover costs for holding the Deposit and passing it to any relevant dispute service at the end of the Tenancy, if You the Landlord and the Tenant do not agree deductions. The Deposit will be released when We receive written confirmation from both parties. Unless We manage the Premises We will not negotiate on Your behalf.

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

- 5.16 Housing Act 2004:** Due to this Act certain types of Property 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 Property. If We become aware that the Property 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 Property 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 Property. This system applies to all properties, but is most commonly applied to tenanted property. The responsibility for ensuring the Property complies is entirely

Yours. If We accept an instruction to Let the Property 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 Tenant, or from any other Property owned by You where We collect or hold sums on Your behalf.

**5.17 Utilities:** The Landlord must notify the utility companies (telephone, cable, satellite, water, gas, electricity and alarm) of the changeover of occupants at the commencement and termination of the Tenancy.

If We manage the Property, We will make every effort to undertake this on Your behalf.

**5.18 Residency:** You must notify Us of Your current residency and any change in Your residency.

**5.19 Pre-Tenancy Works:** Aston Chase can advise You if any work should be carried out prior to the Tenancy commencing. 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.

**5.20 Mail:** It is not part of our service to forward the Landlord's mail. No responsibility can be taken for mail sent to You at the Property during a Tenancy. We recommend that You arrange for it to be redirected by the Post Office prior to the start of the Tenancy.

**5.21 Arranging Repairs and Guarantees:** 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 claim compensation. We do not arrange repairs if We do not manage the Property. If You intend to be absent at any point during the Tenancy You should arrange for a third party to act on Your behalf.

**5.22 Early Termination:** If the Tenant leaves the Property of their own accord prior to the expiration of the Tenancy but not according to a break clause, it is Your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant. You should hold a banking facility to cover such unforeseen circumstances.

**5.23 Withdrawal from a Proposed Tenancy:** If a formal offer has been made by a prospective Tenant which You formally accept, and You then inform Us that You wish to withdraw from the proposed Tenancy, then 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.

**5.24 Data Protection Act:** We will process Your personal data only in accordance with the Data Protection Act 2018 and with our Privacy Policy, which is available to view at <http://www.astonchase.com/privacy-policy>, hard copies of which may be obtained by contacting our Data Protection Officer, Richard Bernstone at our Regent's Park Office or by email: [dpo@astonchase.co.uk](mailto:dpo@astonchase.co.uk).

**5.25 Stamp Duty Land Tax:** Under the terms of the Finance Act 2003, the Tenant will be responsible for the stamping of the Tenancy Agreement where the Rent exceeds £125,000 per annum after deducting the discount, in order to meet stamp duty land tax requirements. There is no stamp duty land tax on the counterpart Tenancy Agreement.

**5.26 Sub-Agency:** Aston Chase may, at its discretion, sub-instruct or multi-list Your Property to other selected letting agents or intermediaries in the instances where We consider this may assist in introducing a potentially suitable Tenant for Your Property. Unless otherwise agreed, this will not incur any extra costs for You, and all viewings and negotiations will be co-ordinated through Aston Chase.

**5.27 House in Multiple Occupation (HMO):** If the Property is classified as a HMO pursuant to The Housing Act 2004, then You hereby warrant to Aston Chase that, where applicable, the Property is and has at all relevant times been licensed with the local authority and that no further licences are required to Let the Property, and secondly, that You have and will continue to comply with all requirements of the Licence and The Housing Act 2004 ('the Act'). Furthermore, You will indemnify Aston Chase from and against all costs, payments and claims, damages and all expenses incurred by Aston Chase as a result of any breach of or non-compliance with the Licence or the Act. Further, You will produce to Aston Chase prior to the commencement of the Tenancy, and subsequently, as We may request, the original Licence and any other documents required as a condition of the Licence. Local authorities can enforce discretionary licensing, and it is Your responsibility to check whether the Property is subject to discretionary licensing. Should the Property require a licence, then it is Your responsibility to acquire and pay for one. If We become aware that the Property is Let in a manner which requires a licence and You do not agree to obtain one, We reserve the right to terminate Our instruction immediately and will be obliged to inform any Occupiers of the Property and the Local Housing Authority.

**5.28 Immigration Act 2014:** Aston Chase will not Let a Property for You where a prospective Tenant(s) or occupant(s) does not satisfy a 'right to Rent' check. Should You instruct Aston Chase to manage the Property, We will carry out a further right to Rent check as necessary if Your existing Tenant has a time limited right to Rent. Should the Tenant no longer have the right to Rent, We will report this to You and to the Home Office accordingly. Where Aston Chase are not instructed by You to manage the Property, it will be Your responsibility to carry out any further right to Rent check(s) during the course of the Tenancy as necessary. We will use reasonable care to satisfy the requirements of the Immigration Act 2014 and any code of conduct or scheme relevant to Your Property and will keep records of all checks made on Your behalf where necessary.

**5.29 Complaints Procedure:** We operate a formal procedure to deal with complaints from clients and others. Details of this procedure are available from the Customer Relations Officer, Michael Sulkin at [complaints@astonchase.com](mailto:complaints@astonchase.com). We would hope to resolve any issues You raise with Us. However, if, after following our internal complaints handling procedure, You still feel We have not done so, You are free to contact the industry ombudsman:-

#### The Property Ombudsman

01722 333306  
Milford House,  
43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

We are also regulated by Propertymark.

## 6 DESCRIPTION OF SERVICES

**6.1 Marketing and Letting Service:** Our marketing and letting services include:

- Advice on possible market Rent achievable in current conditions and statutory obligations;
- Provision of a comprehensive marketing campaign including website coverage, Property particulars, advertising where suitable, and the erection of a

marketing board to the exterior of the Property in line with local conservation regulations. It is Your responsibility to inform Us in writing of any restrictions on the erection of a board;

- Introduction of a prospective Tenant and negotiating terms between the parties;
- Draw up and/or issue a Tenancy Agreement to both parties for signature and execution.
- Trying to take up suitable references and/or credit references for Your approval;
- Arrange for the Rent for each period as defined in the Tenancy Agreement to be paid in advance and account to the Landlord as soon as reasonably practicable after deduction of our fees and expenses. Upon receipt We shall forward the funds to Your bank within ten working days and shall prepare accompanying statements of account to You and/or a nominated person;
- Hold the security deposit against possible damages and unpaid Rent;
- Endeavour to negotiate any renewals or extensions on Your behalf if requested. You should be aware our fees remain payable even if We do not act on Your behalf while the Tenant remains in the Property.

## 6.2 **Property Management:** Our property management services include:

- Make every effort to notify the utility companies (telephone, gas, water, electricity, alarm) and the local authority of the changeover of occupants at the commencement and termination of the Tenancy, provided We have been given the name, address and account number of each supplier if the supplier will accept the information from Aston Chase;
- Collection of the Rent as above;
- Pay out of the Rent received any agreed outgoings, such as service charges and/or maintenance charges, and account to You regularly, provided that We are duly notified in advance of any regular outgoings and the demands/invoices are subsequently forwarded to Us;
- Before the start of a Tenancy We will arrange for an independent inventory clerk to carry out an Inventory schedule of condition, and at the end of a Tenancy we will arrange for an Inventory Check Out to be carried out by an independent inventory clerk.
- We will, as and when necessary, arrange for the relevant safety inspections to be carried out and obtain the appropriate certificates
- Deal with day to day management matters that arise, including minor repairs up to a maximum of £600 inc VAT (£500 + VAT) for any one item, to be recouped out of the Rent collected on Your behalf. Wherever possible and practical, estimates will be submitted to You for approval in respect of works, renewal or repairs likely to cost more than the agreed contingency figure, except in an emergency or to comply with statute. Aston Chase is not liable for any loss or damage suffered if no funds are held to carry out work on the Landlord's behalf;

- Instruct tradesmen to carry out any maintenance, repairs or other work on Your behalf. You, however, remain liable for the payment of all invoices to tradesmen. We will 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;
- Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work on Your behalf. Where this is not possible We may be able to arrange to meet the contractor at the Property.
- We will require contingency funds by the commencement of our management, and by signing this contract You authorise Us to maintain the balance at the agreed sum by retaining monies from the Rent. The sum which will be agreed between Us will enable Us to pay for any expenditure required prior to the next collection of Rent;
- In an emergency, Aston Chase reserves the right to instruct works to be carried out for emergency repairs or reinstatements in order to minimize any possible damage to the Property, and any costs will be deducted from the Rent collected on Your behalf;
- We will carry out visits to the Property approximately every six months (or on a more frequent basis if requested in writing for a payment of £90 inc VAT (£75 + VAT) per additional visit) and investigate defects which come to our attention, or of which the Tenant has informed Us. These visits are to check that the Property is being well maintained and that no damage has been sustained. These visits should not be misconstrued as structural surveys or inventory checks. Aston Chase does not accept any responsibility for hidden defects or for failure to notice anything concealed from Us.

## 7 GENERAL CONDITIONS

- 7.1 Jurisdiction and Service:** 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.
- 7.2.1** 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.
- 7.2.2** 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 to the last known address of the other party, the documents or Notices will be deemed to be 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 to be 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 to be 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 the Instruction Letter and the address for service for Us will be **69-71 Park Road, London, NW1 6XU**.

**7.3 Service Information:** Our service information is as follows:

**7.3.1** We trade as a Limited Company

**7.3.2** Our VAT number is 417710270

**7.3.3** We are members of the dispute and compensation scheme operated by the Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)).

**7.3.4** We are members of the Association of Residential Lettings Agents and subscribe to the code of conduct of that organisation.

**7.4 Acts of Third Parties:** We will not be responsible for the following:

**7.4.1** 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.

**7.4.2** The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

**7.5 Termination:** Either party has the right to terminate this Agreement in writing under the following circumstances:

**7.5.1** The Tenant's or the occupier's vacation of the Property;

**7.5.2** If We break any important term or condition of this Agreement during the Term of a Tenancy, the breach has not been remedied and monetary compensation is wholly inadequate;

**7.5.3** 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;

**7.5.4** Either party carries out or suggests that the other should carry out any form of unlawful discrimination;

**7.5.5** If We terminate this Agreement for any reason You will remain liable for our fees at the Letting percentage as described in Section 1, and for any other fees or costs We might incur on Your behalf in transferring our obligations to You or to someone You might nominate;

**7.5.6** If You terminate our Management Service by giving three months' written notice our fees remain payable as shown in the Letting Service for the duration of time that the Tenant occupies the Property, even if We are not instructed to act on the Landlord's behalf.

**7.6 Assignment:** We reserve the right to assign our rights and/or obligations under this Agreement upon giving You two months' written notice.

## 8. DEFINITIONS

**"You"/"Your" or "the Landlord"** — The Landlord named in the "Confirmation of Landlord Instruction" on page 2 or its/his/her successors in title or assigns or any person claiming through or under the Landlord.

**"The Property"** — The Property specified in this instruction or any part thereof excluding any common ways or shared facilities if The Property is part only of a building but including any fixtures or fittings and furniture, equipment or appliances belonging to The Landlord

**"The Tenant"** — Any Tenant or Tenants of The Property from time to time introduced by Aston Chase. If The Tenant is more than one person then this expression shall be read and construed accordingly.

**"Permitted Occupant"** — Shall mean the person, firm or company in actual occupation of The Property and includes The Tenant or anyone in occupation as a trespasser or without The Tenant's permission.

**"Connected Party"** — Shall mean the spouse of The Tenant or Permitted Occupant or a Company which The Tenant owned at least 25% of the issued shared capital as at the date of the Tenancy

Agreement or Trust of which one of the beneficiaries was The Tenant as at the date of entry in to the Tenancy Agreement. **"Tenancy"** — The entire period that The Tenant remains in occupation of The Property including the Initial Letting Period and any Renewal, period of holding over, or new Tenancy or Tenancy Swap.

**"Tenancy Swaps"** — where one or more Tenants wish to be released from the Tenancy and find replacement Tenant(s) (including existing sharers taking over the Tenancy) to take over the Tenancy. At this time a new Tenancy agreement will be drawn up at The Tenant's expense.

**"Initial Letting Period"** — Shall mean the full length of the term of any Tenancy entered into and for the purpose of calculation of fees due hereunder shall not take into account any termination clause or right to terminate any Tenancy (whether or not the same is exercised) or any earlier forfeiture, surrender or termination of the same.

**"Minimum Term"** — Shall mean the minimum guaranteed rental period as defined in the Tenancy Agreement.

**"Rent"/"Rental"** — Shall include any sum taken as a Premium or consideration for the grant, extension or Renewal of the Tenancy.

**"Deposit"** — Shall mean a financial sum paid by The Tenant in respect of unpaid rent or bills, dilapidations and any others costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement.

**"Aston Chase"** — Shall mean Aston Chase LTD trading as Aston Chase Registered in England Company number 1772256 .

**"We"/"Us"/"Our"** — Shall mean Aston Chase LTD trading as Aston Chase. Registered in England Company number 1772256.

**"Renewal"** — Any Renewal or extension of a Tenancy whether by written Supplemental Agreement or new Tenancy Agreement or holding over under the terms of a previous Tenancy Agreement where the same Tenant has been introduced by Aston Chase initially.

**"Renewed Tenancy"** — Any Renewal or extension of a Tenancy by written Supplemental Agreement that The Tenant remains in occupation of The Property beyond the initial term as stated on the Tenancy Agreement.

**"Periodic Tenancy"** — Period of continued occupation by The Tenant or Permitted Occupant where the Tenancy automatically holds over from month to month and created by written Supplemental Agreement or new Tenancy Agreement or by implication when the Rent for a new period beyond the stated fixed term is accepted by the Landlord.

**"Sole Agency"** — You will be liable to pay commission to Us in addition to any other costs or charges agreed when a Tenancy is entered into with a Tenant introduced by Us during the period of Our Sole Agency or with a Tenant who We had negotiated with about The Property during that period.

**"ICE"** — Shall mean the Independent Case Examiner appointed by the Tenancy Deposit Scheme.

**"Fundamental Breach of Obligation"** — Shall mean a fundamental and complete failure on the part of Aston Chase to provide the services identified in these Terms of Business and/ or a failure to comply with any obligation essential to the provision of such services.

**"Introduce"** — Shall mean where a tenant of a property, is **"introduced"** to that property for the purposes of these Terms if (i) Aston Chase gave written or verbal particulars of The Property to The Tenant, or The Tenant's agent (ii) The Tenant was registered with Aston Chase and visited The Property (whether accompanied by a member of Aston Chase's staff or not) as a result of that registration; or (iii) The Tenant whether registered with Aston Chase or not, became aware of the availability of The Property as a result of seeing a Aston Chase "To Let" or "For Sale" board outside The Property or website or other advertising or marketing; provided that

in each case such introduction occurred in the 24 months prior to The Tenant signing a Tenancy Agreement and whether or not the Tenancy Agreement was finalised or The Property managed by Aston Chase.

**"Consent to Let"** — You will seek consents to let The Property from all parties that hold an interest in The Property whether that be a bank providing a mortgage or the Freeholder, head lessee or the managing agent.

**"Stakeholder"** — Shall mean where the Agent holds the Deposit as a quasi-trustee on behalf of both parties. Whenever possible the agreement of both parties should be obtained (in writing) as to how the deposit is to be disbursed. Under the rules of TDS if there is a dispute the stakeholder cannot release the deposit (or the disputed part of it) and must submit to the ICE for disbursement following his adjudication.

**"Assured Shorthold Tenancy (AST)"** — Tenancy Agreements which must comply with by the Housing Act 1988 by statute when certain conditions are met which include but are not limited to; the annual rent being equal to or less than £100,000 in England and Wales, The Property is to be The Tenant's main residence and exclusive possession is granted to The Tenant.

**"Non Assured Shorthold Tenancy (Non-AST)"** — Also known as contractual agreements where the Tenancy is not subject to the Housing Act 1988.

**"Mesne profits"** — money received from The Tenant during a period of dispute between The Landlord and Tenant regarding possession of The Property.

**"Consumer"** — An individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

**"Distance contract"** — Means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

**"Off-premises contract"** — Means a contract between a trader and a consumer which is any of these:

(a) a contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(b) a contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(c) a contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;

(d) a contract concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer.

**"On-premises contract"** — Means a contract between a trader and a consumer which is neither a "distance contract" nor an "off-premises" contract.

# 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 our representative, the following applies:

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day You sign this Agreement.

To exercise the right to cancel, You must inform Us 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.

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.

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.

Under the Cancellation Regulations, We cannot begin providing You with the service under these terms unless You have requested that We 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 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 Us Your cancellation.**

## Cancellation Form

### Notice of the Right to Cancel

Aston Chase are obliged to advise all clients of their right to cancel any agreement to market their Property with an initial 14 day cooling off period from the signature date on the Agency Agreement.

This right can be exercised by delivering, or sending (including by electronic communication) a cancellation notice to the person/company mentioned in the following paragraph within 14 days' notice, effective from the date the notice is served.

I understand that I can request Aston Chase to commence immediate marketing of my/our Property and that I will not lose my right to cancel, however I will be liable for any costs which You, as an agent, have incurred.

This cost will not exceed the sum of £500.00.

I/We acknowledge receipt of the above conditions.

Date.....

Client's Name.....

Client's Signature.....

Property Address.....

Signed on behalf of Aston Chase.....

I/We hereby instruct You to commence immediate marketing of the above mentioned Property

Date.....

Signature.....

The form below may be used to cancel the signed contract between the named client and Aston Chase as per the above advisory.

**Cancellation Notice to be included in the Notice of the Right to Cancel. If You wish to cancel the contract You must do so IN WRITING and deliver personally, or send (which may be by electronic communication) this to the person/company named above.**

Complete, detach and return this form **ONLY IF You WISH TO CANCEL THE CONTRACT**

#### CANCELLATION NOTICE

To Aston Chase

Please be advised that I/We hereby give notice that I/We wish to cancel the contract in relation to

.....  
exercising my/our right under the 14 day cooling off period.

Client Name.....

Client Signature.....

Date.....





# ASTONCHASE

REGENT'S PARK OFFICE  
69-71 PARK ROAD LONDON NW1 6XU  
T 020 7724 4724 F 020 7724 6160