



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.

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| <p>1. The Property – full details of the Property which is to be Let.</p> <p>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.</p> <p>Address of Property to be Let.....Post Code.....</p> <p>Parking Bay/Garage No.....Land Registry Title No.....</p> <p><input type="checkbox"/> Freehold <input type="checkbox"/> Leasehold</p> <p>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.</p> |
| <p>2. The Landlord(s) – Please provide full details as requested below:</p> <p>Full name(s) and date(s) of birth of each individual Landlord(s)/Property Owner(s):</p> <p>Name..... Date of Birth..... Name..... Date of Birth..... Name..... Date of Birth..... Name..... Date of Birth.....</p> <p>Company/Trust Name if Property is registered under a Company/Trust.....</p> <p>Home/Company Registered Address..... Post Code.....</p> <p>Contact name if Property is registered under a Company/Trust.....</p> <p>Home Telephone No..... Mobile No.....</p> <p>Work Telephone No..... Email.....</p> |
| <p>3. Financial Details</p> <p>Email address where client statements will be sent.....</p> <p>Confirmation of UK bank account where You would like Us to pay Rent:</p> <p>Bank..... Sort Code.....</p> <p>Account No..... Account Name.....</p> |
| <p>4. Tax</p> <p>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:</p> <p><input type="checkbox"/> In the UK <input type="checkbox"/> Overseas</p> <p>If overseas, have You applied for self-assessment: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |

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.

1 FEES, CHARGES AND COSTS

1.1 Lettings & Rent Collection: 13.2% inc VAT (11% + VAT), subject to a minimum fee of £1,000 + VAT: The fee to Aston Chase for introducing a prospective Tenant to the Property is 13.2% inc VAT 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.

1.2 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% + VAT of the Letting Only Fee** becomes payable.

1.3 Renewal: A fee of 12% inc VAT (10% + VAT) 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.

1.4 Associated Tenancies: A fee of 13.2% inc VAT (11% + VAT) of the total gross Rent or consideration 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 of 13.2% inc VAT (11% + VAT) of the total gross Rent or consideration are payable for renewals or extensions of such a letting.

1.5 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 Agreement before the contractual expiry date if the Landlord is in breach of the Tenancy Agreement.

1.6 Due Payment Date: The Letting Only 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. However, if the Lease or Tenancy is for two years or more and the Rent or consideration is paid in advance for the entire period, 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.

1.7 Property Management Service: A fee of 7.2% inc VAT (6% + VAT): For our management service there is a fee of 7.2% inc VAT (6% + VAT) 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 Only Fee. The Management Fee is payable in advance and

is non-refundable. No interest is payable on the funds held by Aston Chase.

1.8 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.

1.9 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.

1.10 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

1.11 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.

1.12 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.

1.13 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).

1.14 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.**

- 1.15 Bank Charges:** If Aston Chase incurs any bank charges depositing foreign cheques and/or drafts or remitting funds abroad You shall reimburse Aston Chase.
- 1.16 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.
- 1.17 Income Tax:** If the Landlord is not resident in the UK We will charge an administration fee of £60 inc VAT (£50 + VAT) each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.

2 PRE-LETTING REQUIREMENTS

- 2.1 Authority for the Letting:** The person signing the accompanying letter or 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 and the accompanying letter. By signing the accompanying letter and any Tenancy documentation, You warrant that You are the Landlord and beneficial owner of the Property to be Let. If more than one person beneficially owns the Property jointly, the accompanying letter and

Tenancy documentation must be signed by all such persons. If any person forming the Landlord sells his interest in the Property during the fixed term then he remains liable for the fees and commission of Aston Chase until the end of that Term.

- 2.2 The Money Laundering Regulations 2017:** Under the Money Laundering Regulations 2007 We 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.
- 2.3 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.
- 2.4 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 Aston Chase is specifically requested to apply to the head lessor for consent or approval for the letting, Aston Chase will charge £50 + VAT for each application. The cost of any application shall be payable by the Landlord in addition to the administration charge regardless of whether the Tenancy proceeds or the application is successful.

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.

2.5 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.

2.6 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 1998, 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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. 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.

2.12 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.

2.13 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

email: 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. We will charge a fee as shown in Additional Charges for that service.

If We do not manage Your Property, We will charge an administration fee, as shown in Additional Charges, 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.

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 Charges. If We have to attend court on Your behalf as a witness We will charge a fee as shown in Additional Charges.

2.14 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.

2.15 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.

- 2.16 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.
- 2.17 Residency:** You must notify Us of Your current residency and any change in Your residency.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.
- 2.22 Withdrawal from a Proposed Tenancy:** If a formal offer has been made by a prospective Tenant 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.

- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.

2.29 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. 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:-

Ombudsman Services: Property

PO Box 1021
Warrington WA4 9FE
0330 440 1634
enquiries@os-property.org

We are also regulated by Property Mark.

3 DESCRIPTION OF SERVICES

3.1 Marketing and Letting Service: The services included for our fee of 13.2% inc VAT (11% + VAT) are as follows:

- 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;
- Trying to take up suitable references and/or credit references for Your approval;
- Arrange for the Rent 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.

3.2 Property Management: The services included in our fee of 7.2% inc VAT (6% + VAT) are as follows:

- 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;
- 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 charge waiting time at the Property as shown in Additional Charges in addition to the invoice of the contractor. We do not meet contractors if We do not manage 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.

4 GENERAL CONDITIONS

4.1 Definitions: 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' 'We' or 'Us' means Aston Chase trading from 69 to 71 Park Road London NW1 6XU.
- c** 'Jointly and severally liable' means that if the Landlord is more than one person, each person will be responsible for complying with the obligations of and paying all

charges and costs under the Terms of Business both individually and together.

- d 'Landlord' 'You' or 'Your' means the Landlord and any other person owning a reversionary interest in the Property, whether Freehold or Leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- e 'Tenant' means anyone entitled to possession of the Property under a Tenancy Agreement.
- f 'Tenant' means any named Tenant or any other person or organisation entitled to occupy the Property under a Tenancy, Licence or any other form of Agreement or contract.
- g 'Property' means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord at the address of the Property. When the Property is part of a larger building, the Property includes the use of common access ways and facilities.
- h 'Inventory' or 'Inventory and Schedule of Condition' means the document drawn up prior to the commencement of the Tenancy by the Inventory clerk which includes the fixtures and fittings in the Property.
- i '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.
- j 'Superior Landlord' means the person, company or organisation to whom ownership of the Property reverts at the end of the Superior Lease.
- k 'Superior or Head Lease' means the lease between the Landlord and any Superior Landlord detailing the obligations that apply to the Landlord under the Head Lease.
- l 'Deposit' means the money held by the Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.
- m 'Stakeholder' means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- n 'Tenancy Agreement' means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- o 'TDS' means The Dispute Service Ltd whose details are shown in the Tenancy Agreement.
- p 'ICE' means the Independent Case Examiner of The Dispute Service Ltd.
- q 'Agreement' means this Terms of Business signed between the Agent and the Landlord.

4.2 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.

4.2.1 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.

4.2.2 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.**

4.3 Service Information: Our service information is as follows:

4.3.1 We trade as a Limited Company

4.3.2 Our VAT number is 417710270

4.3.3 We are members of the dispute and compensation scheme operated by the Property Ombudsman (www.fpos.co.uk).

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

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

4.4.1 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.

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

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

4.5.1 The Tenant's or the occupier's vacation of the Property;

4.5.2 If We break any important term or condition of this Agreement during the Term of a Tenancy or 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;

4.5.3 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;

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

4.5.5 If We terminate this Agreement for any reason You will remain liable for our fees at the Letting Only 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;

4.5.6 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.

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

Signing and Returning Terms of Business Check List

- | | |
|---|---|
| <input type="checkbox"/> Photo Identification and Proof of Address (eg; Passport and Utility Bill) | <input type="checkbox"/> Power of Attorney/Authorised Signatory Letter enclosed (where applicable) |
| <input type="checkbox"/> Each page initialed | <input type="checkbox"/> All Appliance Manuals enclosed or confirmed present at the Property |
| <input type="checkbox"/> Signed by all legal owners | <input type="checkbox"/> Application to HMRC for Non Residential Landlord Scheme (where Landlord is an overseas resident) Our HMRC NRL number is: NA010454 |
| <input type="checkbox"/> Energy Performance Certificate | |
| <input type="checkbox"/> Gas Status of The Property confirmed and certificate provided (where applicable) | Where Available: |
| <input type="checkbox"/> Electrical Status confirmed and certificate provided (where applicable) | <input type="checkbox"/> Copy of Land Registry |
| <input type="checkbox"/> Furnishing Status confirmed | <input type="checkbox"/> Head Lease |
| <input type="checkbox"/> Smoke Alarms and Carbon Monoxide Alarms (if applicable) installed | <input type="checkbox"/> Consent to Let (from Mortgagee and Lessee) |
| <input type="checkbox"/> Legionella Assessment confirmed | <input type="checkbox"/> Copy of Insurance Policy (Including building and/or contents) |

5. Aston Chase Level of Service *Fees stated below supersede the fees stated in the body of this agreement*

Please tick the appropriate box(es) below to confirm which service You wish to instruct Us on:

- Sole Agency (six weeks) Multi-Agency

Letting & Rent collection – % + VAT (i.e.%)
For the whole period that the Tenant occupies the Property, including Renewals

Short Letting (inclusive of Property Management) – % + VAT (i.e.%)
(please note that We can market the Property simultaneously for both long and short Let)

Property Management (includes Rent collection) – % + VAT (i.e.%)

Vacant Management – £ per month

6. Declaration & Acceptance of Terms of Business

I/We are the sole 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 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; 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 with 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.....

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