



Lettings & Property Management

# Aston Mead Estate Agents - Lettings and Management Terms of Business

## Contents

Schedule 1 - Service	
Introduction Only Service .....	2
Renewal of Tenancies.....	4
Rent Collection Service .....	4
Full Management Service .....	5
Empty Property Management Service .....	6
Schedule 2 - General	
Definitions .....	7
Jurisdiction and Service .....	7
Acts of Third Parties .....	8
Termination .....	8
Assignment .....	8
Data Protection Act 1998.....	8
Interest on Clients' Monies and Commission.....	8
Money Laundering .....	8
Schedule 3 - Landlord's Underings	
Consent for Letting.....	9
Mortgage .....	9
Sub-letting.....	9
Insurance .....	9
Taxation.....	9
Rent Arrears or Breach of Covenant.....	10
Reimbursement of the Agent .....	10
Sub-Contractors.....	10
Housing Act 2004 .....	10
Indemnity .....	10
Schedule 4 - Handling the Tenancy Deposit	
Tenancy Deposit Scheme Guidelines .....	11
Schedule 5 - Safety Legislation	
The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 .....	13
Electrical Equipment (Safety) Regulations 1994.....	13
Gas Safety (Installation and Use) Regulations 1998 .....	13
Part "P" Building Regulations (Electrical Safety in Dwellings) .....	13
Smoke Alarms and Carbon Monoxide Alarms .....	14
Energy Performance Certificates .....	14
Schedule 6 - Commissions and Fees	
Sole Agency.....	15
Commission.....	15
VAT .....	15
Introduction Only Service .....	15
Rent Collection Service.....	15
Management Service .....	15
Additional Services .....	14
Commission Due .....	15
Refund of Commission .....	15
Sales Commission .....	15
Additional Services .....	16
Sub Agency .....	16
Signatures	
Signature and Instructions to Act Page.....	17

## Schedule 1 - Services

### Introduction Only Service

When we are instructed to let the Premises we will do the following:

We will visit the Premises to view them and provide you with an indication of the current market Rent achievable.

We will market your Premises to inform suitable applicants of the availability of your Premises by erecting a To-Let board at the Premises and by advertising in the local press and on the internet. You must notify us in writing if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board.

As and when we have applicants interested in viewing your Premises, we will either accompany these people to your Premises with keys provided by you, or arrange a mutually convenient appointment for them and us to meet you at the Premises.

Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.

When an applicant shows an interest in your Premises, take up references upon each applicant whenever possible. We use a reference agency who has informed us that they obtain some or all of the following;

For Individuals:

Current Employers Reference

Current/Previous Landlord Reference (if appropriate)

Character Reference

Credit Reference

For Companies:

Financial Reference

Credit Check

Company Search

The References obtained will be forwarded to you for approval. You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.

An Inventory and Schedule of Condition is essential for the proper conduct of your Premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. If you do not have an Inventory and Schedule of Condition you will not be able to prove the condition of the Premises at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory.

We do not employ Inventory clerks. We can instruct an inventory clerk on your behalf subject to a fee for which you will be liable as shown in Additional Services. The fees of the inventory clerk will be given to you prior to instruction.

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

If you are preparing the Inventory we must receive it from you at least seven days prior to commencement of the Tenancy. Otherwise we will instruct an inventory clerk to compile an Inventory and Schedule of Condition on your behalf and at your expense.

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

You authorise Aston Mead to sign on your behalf the Tenancy Agreement and any Extension Agreements that may be drawn up.

Notify in writing the electricity, gas, water and the local authority of the new Tenants details once the Tenant occupies your Premises, provided you have supplied us with the contact details of your utility suppliers including the account numbers. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Premises and

for any void period between tenancies. We will need to provide the utility suppliers with your new address and the meter readings at the commencement of the Tenancy to ensure that there are no discrepancies with the changeover. Some suppliers will not take instructions from us in which case you must contact them direct to take the accounts out of your name. Aston Mead cannot be held responsible for any utility companies lack of action or failure to follow our written instructions when providing them with the meter readings and/or change of tenancy details.

The Landlord confirms that the property will be left in a clean and tidy condition for the Tenant at the commencement of the Tenancy; and that the Landlord will arrange for the property to be professionally cleaned. Aston Mead can arrange for a professional clean of the premises on your behalf upon receiving written instructions. The cost of such clean will be charged to you.

Ensure at the commencement of the tenancy that the property is fully equipped and in a condition fit for letting. The Landlord must meet any expenses to put the property in the appropriate condition before the tenancy begins, even if no Tenancy is subsequently granted.

Collect the first month's Rent and if necessary subsequent payments to pay our Commission, together with the Deposit which is usually equivalent to six weeks' Rent, and try to arrange the signing of a standing order so that future Rent payments are made promptly direct to your bank account. Any money owing to you having been collected by Aston Mead from the Tenant prior to the Tenancy commencing will be paid to you within approximately 10 working days of the Tenancy commencing.

Hold the Deposit paid by the Tenant as Stakeholder against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant OR Accept the Deposit from the Tenant on your behalf and pass it to you for registration according to the paragraph below.

Where an Assured Shorthold Tenancy Agreement has been used as the form of contract between the Landlord and the Tenant we will register the details of the Deposit and the two parties to the Tenancy Agreement with the Tenancy Deposit Scheme, or we will Pass the Deposit to the Landlord who must register it with a Tenancy Deposit Protection Scheme within fourteen days of the Tenancy starting or the Deposit being taken whichever is the earlier.

Request a minimum of two sets of keys from the Landlord prior to the Tenancy commencing (plus one additional set should Aston Mead manage the property). If you do not comply and we have additional sets cut to enable you to comply with this obligation, the cost of cutting the keys will be charged to you.

Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Certificate ("GSC") if we have not received a copy of a current GSC five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent.

Serve Notice to end the Tenancy if requested in writing and if you do not wish to renew or extend the Tenancy. This service is subject to an administration fee as shown in Schedule 6, that is unless we Manage your property when this service is free of charge. You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice.

Arrange a check out Inventory of the Premises at the end of the 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 that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.

If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet the Administrative and Referencing incurred by Aston Mead and/or the prospective Tenant.

You must notify us of any change in your residency.

Warn that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.

Notify you that it is not part of our normal function to forward the Client's mail. Therefore no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected by the Post Office.

If you choose our Introduction Only Service or the Introduction Only and Rent Collection Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the Premises. The Tenant will be provided with the Landlords name, address and contact details once the Tenancy has commenced in order for the Tenants to contact you.

If the Tenant leaves the Premises of their own accord prior to the expiration of the Tenancy it is your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant.

## Renewal of Tenancy

We will do the following:

Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent and advise you if a Rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the Tenancy to be renewed, continue as a periodic Tenancy or notice served. We do not serve notice on the Tenant unless you instruct us to do so in writing. If we are not managing the Premises service of Notice is subject to a charge as shown in Schedule 6. If you prefer to negotiate direct with the Tenant our Fees as shown in Schedule 6 continue to be payable.

Once we have obtained confirmation from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed, we will then approach the Tenant to find out if they wish to renew the Tenancy or not. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.

Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However if you or the Tenant fail to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.

Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.

Inform you that if the Tenant has an Assured Shorthold Tenancy and continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

If you prefer to negotiate any renewal personally our fees for the Letting Service will continue to be payable according to the terms in Schedule 6 for the duration of the time the Tenant occupies the Premises.

**INTRODUCTION ONLY FEE = 10% plus VAT (of the gross rent for the duration of the tenancy or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).**

Subject to a minimum fee of £500 (five hundred) plus vat.

**RENEWAL FEE FOR INTRODUCTION ONLY SERVICE = less 2% plus VAT for each subsequent renewal (of the gross rent or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).**

## Introduction and Rent Collection Service

In addition to the Introduction Only Service detailed above we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payments received will be processed and instructions made to our bank to pay you within 2 working days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account. We will prepare an itemised monthly statement (or when required) clearly detailing any rent received and any outgoings from your account.

You should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.

We cannot be held responsible if the Tenant fails to pay any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.

You agree to compensate us within five working days of a statement of account from us for payment of all claims, costs, and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier.

**INTRODUCTION & RENT COLLECTION FEE = 12.5% plus VAT (of the gross rent for the duration of the tenancy or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).**

**RENEWAL FEE FOR INTRODUCTION AND RENT COLLECTION FEE = 12.5% plus VAT (of the gross rent or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).**

## Full Management Service

In addition to the Introduction & Rent Collection Services we will do the following:

Aston Mead Residential Lettings will be the point of contact for the Tenant(s) during the course of the Tenancy and will deal with all the Tenant's enquiries.

Deal with day-to-day management matters, including minor repairs. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair. By signing this Agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent or the fund mentioned below.

Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.

Take at the start of the Tenancy and hold throughout the Tenancy or any extension period a float of £250 to create a fund ("the Repair Fund"). We will then retain sufficient money from each subsequent rental payment to top up the Repair Fund to the above amount. If repairs or replacements are likely to exceed £250 we will, except in situations we view as emergencies, try to contact you to obtain your authority to incur that expense. If we do not receive contrary instructions from you in writing within 3 days we will proceed with your full authority to act as we deem appropriate having regard to your contractual and statutory obligations.

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.

Advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.

Try to visit the Premises approximately every four to five months, or more frequently if requested in writing and deemed necessary by you which will be subject to a charge as shown in Schedule 6, provided the Tenant grants access. If the Tenant does not grant access we will inform you. These visits are of a limited nature in order to verify the general good order of the Premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part of or every item in the Premises but enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects. A written report will be provided to you. Should the Landlord not respond promptly with instructions to a problem that has been highlighted in our report, Aston Mead cannot be held responsible for any further damage or loss suffered.

Supervision of the Premises is not part of our management function when it is unoccupied. If you wish us to manage your Premises during a void period we will gladly do so subject to the charges specified in Schedule 6 which are payable in advance together with your written instructions. Details of our Empty Property Management Service are below.

Supervise, under certain circumstances, any partial or full refurbishment and/or building work undertaken at the property. To supervise this work we will charge a fee being 10% + vat of the total cost of the work where the cost of such work exceeds £500 + vat. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.

Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Premises. We do not meet contractors if we do not manage the Premises.

FULL MANAGEMENT FEE = 15% plus VAT (of the gross rent for the duration of the tenancy or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

FULL MANAGEMENT RENEWAL FEE = 15% plus VAT (of the gross rent or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

## Empty Property Management Service

The Management Service does not include supervision of your property when it is vacant (e.g. waiting to be let) although our lettings staff may visit the property to show applicants around. If your property becomes vacant, we are able to offer the following service:

- Arrange for draining down of the water system if necessary;
- Visit the property once a week between Monday and Friday during office hours;
- Ensure heating is set at a reasonable level in extreme cold weather conditions;
- Advise you of any defects or repairs that come to our attention. We cannot be held responsible for any hidden or latent defects;
- Instruct a contractor to carry out any repair or maintenance that may be required, once we have your written permission to do so and are in receipt of cleared funds to pay for such work.
- Take all reasonable steps to ensure the property's welfare.

EMPTY MANAGEMENT FEE = £25 plus vat, per week.

## **Schedule 2 - General**

### **Definitions**

1. In this Agreement the following Definitions and Interpretations apply:
  - a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
  - b. "Agent" "we" or "us" means Aston Mead Estate Agents Ltd, trading from the Registered Office Address as 2AC Court, High Street, Thames Ditton, KT7 0SR. Or, anyone who subsequently takes over the rights and obligations of the agent.
  - c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
  - d. "Landlord" "you" or "your" includes anyone owning an interest in the premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
  - e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
  - f. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
  - g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
  - h. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out on the Signatures page. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
  - i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
  - j. "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.
  - k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the 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 whose details are shown in the Tenancy Agreement.
  - p. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
  - q. "Agreement" means this Terms of Business signed between the Agent and the Landlord

### **Jurisdiction and Service**

2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
3. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
4. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be 28-30 High Street, Weybridge, Surrey KT13 8AB.

### **Service Information**

5. We trade as a Limited company registered at Companies House (Reg. No 044 777 42).
6. Our VAT number is 942 0845 28.
7. We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)) and our registration number is: D00074.
8. We are members of the Association of Residential Lettings Agent and subscribe to the code of conduct of that organisation.

### **Acts of Third Parties**

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

### **Termination**

11. Either party has the right to terminate this Agreement in writing:
  - a. upon the Occupier's vacation of the Premises;
  - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
  - c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
  - d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.
12. If we terminate this Agreement for any reason you will remain liable for our Commission at the Let only Percentage as described in Schedule 6 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

### **Assignment**

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

### **Data Protection Act 1998**

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

### **Interest on Clients' Monies and Commission**

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

### **Money Laundering**

16. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

#### List A: Proof of Identity

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

#### List B: Proof of Residence

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

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

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

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

## **Schedule 3 - Landlord's Undertakings**

### **Consent for Letting**

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

### **Mortgage**

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

### **Sub-letting**

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

### **Insurance**

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

### **Taxation**

5. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs (HMRC) that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](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 Premises we have let and the rental income they have received, regardless of the country of residence of that landlord.
6. The HMRC has special rules regarding the collection of tax on Rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from the Inland Revenue. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your Rental income at the prevailing rate, which is currently 20%. This money is forwarded to the HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non Resident Landlord Scheme we shall make an administration charge as shown in Schedule 6. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from the HMRC to pay the Rent gross he must deduct tax and forward that to the HMRC on your behalf. No person or organisation is exempt from this scheme. Our CNR agency number, which should be quoted to the Inland Revenue on all correspondence is NA0306560202.

### **Rent Arrears or Breach of Covenant**

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

#### **Reimbursement of the Agent**

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

#### **Sub-Contractors**

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

#### **Housing Act 2004**

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

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

#### **Indemnity**

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

## Schedule 4 - Handling the Tenancy Deposit

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

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

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	phone	0845 226 7837
PO Box 1255	web	<a href="http://www.thedisputeservice.co.uk">www.thedisputeservice.co.uk</a>
Hemel Hempstead	email	<a href="mailto:deposits@tds.gb.com">deposits@tds.gb.com</a>
Herts	fax	01442 253193
HP1 9GN		

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 (subject to the clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator. 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 Premises we will charge an administration fee as shown in Additional Services 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 unless requested by you in writing together with your cheque for our fees in the sum of £50 + vat per hour to resolve any dispute.

If you decide to hold the deposit and the Tenancy is an Assured Shorthold Tenancy you must specify to us, the Agent prior to the start of the tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions you must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Service (DPS) we will forward the Deposit to the DPS and register the details of the Tenancy on your behalf or give you a cheque for the amount of the Deposit made payable to the DPS for you to forward within nine days.

Dealing with disputes from non-ASTs: The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does, the ICE will propose what he considers the most effective method of resolving the dispute. The Landlord, Tenant and Agent must consent in writing to his proposal. Disputes will be subject to £500 plus VAT, or 10% of the Deposit plus VAT, whichever is greater. The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

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

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.

## **Schedule 5 - Safety Legislation**

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

These regulations set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing a foam filling which may give off highly poisonous fumes from the man-made foams and coverings. The Regulations include conditions to show that furniture complies with the fire safety of materials used in their construction.

These conditions are known as the ignitability test and include two criteria; the match test and the cigarette test and carry a permanent label showing compliance. Any furniture manufactured after 1.3.88 or sold by a retailer after 1.3.90 should be to the new standards and should be labelled accordingly. All furniture will carry a 'display label', the appropriate label at point of sale. This is not sufficient to comply with the Regulations. All new furniture (except some mattresses and bed-bases) must also carry a permanent and non-detachable label. Pre-1950 furniture produced prior to 1950 is exempt from the Regulations. However if it has been re-upholstered it must comply with the Regulations.

It is up to the Landlord to provide a defence of due diligence for any breach of the Regulations. It may be a defence to show that a person took all reasonable steps and exercised all due diligence to avoid committing the offence. Proof of the date of purchase (i.e. receipts) would be good verification. Alternatively, the Landlord or the agent could ask the manufacturer for written confirmation of whether the furniture in question complies.

By signing this Agreement The Landlord certifies that all furnishings situated at and incorporated within the lettings of the premises comply with the requirements of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993; and that Aston Mead Residential Lettings have the right to check that all relevant furnishings comply with the above Regulations prior to the commencement of any Tenancy and remove and replace any item that does not comply at the expense of the Landlord.

### **Electrical Equipment (Safety) Regulations 1994**

The above apply to any electrical equipment between 50 and 1,000 volts of alternating current, and 75 to 1,500 volts of direct current. This applies to new and second hand appliances such as kettles and TVs, as well as fixed appliances such as electric cookers and immersion heaters.

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly.

The Landlord confirms that Aston Mead Residential Lettings have informed him/her of the Electrical Equipment (Safety) Regulations 1994. Aston Mead Residential Lettings reserve the right to instruct a qualified electrician to inspect the property, the cost of which will be deducted from the rent received.

### **Gas Safety (Installation and Use) Regulations 1998**

The Gas Safety (Installation and Use) Regulations 1998 make demands on the lettings agents and anyone letting a property. The Regulations require all gas appliances and pipe work in a property to be inspected annually by a Gas Safe Registered Engineer. It is also advisable to have all appliances serviced regularly.

It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check and charge you for the cost of such check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration.

The Landlord confirms that he/she has been informed by Aston Mead Residential Lettings of his/her responsibility in respect of the Gas Safety (Installation and Use) Regulations 1998. No Tenancy can commence until we are in receipt of a valid GSC.

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

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

### **Smoke Alarms and Carbon Monoxide Alarms**

Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. If we or the inventory clerk are unable to reach the alarm to test it we will arrange for a contractor to visit the Premises and test the alarm. The cost of the visit is the responsibility of the Landlord and will be deducted from the initial Rent payment.

It is not the law that carbon monoxide alarms are fitted to premises. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing.

### **Energy Performance Certificates (EPC)**

Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 from 1 October 2008 it is a legal requirement to provide any prospective applicant for a tenancy of your property with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Inspector. Failure to supply one is a criminal offence punishable by a fine.

We must provide any prospective applicant with an EPC when we provide them with written details of your property or when they first view it, whichever occurs first. If you already have an EPC (for example because you recently purchased the property) you should supply us with a copy. Otherwise it will be necessary to produce one. If you wish you can source one yourself or alternatively we can instruct an inspector on your behalf to provide an EPC. Please note that we will be unable to market your property until we have an EPC.

## **Schedule 6: Commissions and Fees**

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

### **Sole Agency**

1. When appointing us on a sole basis, you agree that we shall have sole agency to market the Premises for an agreed period which will be confirmed in writing prior to the commencement of marketing. The sole agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

### **Commission**

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

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

### **VAT**

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

### **Introduction Only Service**

4. You will have to pay us a Commission at the Introduction Only Commission Percentage of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. 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 if the Tenant remains in occupation.

INTRODUCTION ONLY FEE = 10% plus VAT (of the gross rent for the duration of the tenancy or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

RENEWAL FEE FOR INTRODUCTION ONLY SERVICE = less 2% plus VAT for each subsequent renewal (of the gross rent or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).  
Subject to a minimum fee of £500 (five hundred) plus vat.

### **Introduction and Rent Collection Service**

5. If we are instructed to collect the rent for the Premises, you will have to pay the Rent Collection Commission Percentage of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to collect the rent or other monies are terminated our Commission remains payable at the Introduction Only Commission percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

INTRODUCTION & RENT COLLECTION FEE = 12.5% plus VAT (of the gross rent for the duration of the tenancy or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

RENEWAL FEE FOR INTRODUCTION AND RENT COLLECTION FEE = 12.5% plus VAT (of the gross rent or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

### **Management Service**

6. If we are instructed to manage the Premises you will have to pay the Full Management Commission Percentage for management, of the gross Rent premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to manage are terminated our Commission remains payable at the Introduction Only Commission percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

FULL MANAGEMENT FEE = 15% plus VAT (of the gross rent for the duration of the tenancy or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

FULL MANAGEMENT RENEWAL FEE = 15% plus VAT (of the gross rent or other sums payable under the Tenancy Agreement as agreed between the Landlord and Aston Mead).

#### **Commission Due**

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

#### **Refund of Commission**

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

#### **Sales Commission**

9. We do not charge sales commission if the Tenant purchases the Premises from the Landlord; or if the Landlord sells to a third party.

#### **Additional Services**

10. The following Services are in addition to the above and form the subject of an additional charge.
  - a. Consultancy is offered on request and will be charged for at the rate of £25 plus VAT per hour, plus travel and other reasonable expenses and costs. This Service includes additional visits to a Property if we are managing and waiting time at a Property.
  - b. Preparation of an Inventory and Schedule of Condition on behalf of the Landlord by an inventory clerk will depend on the size and style of the Premises. Estimates will be given upon request. The cost of the preparation of the Inventory is borne by the Landlord.
  - c. Administration fee to cover the preparation of our standard Tenancy Agreement is £100 plus VAT.
  - d. Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement: £20 plus VAT per hour or part of an hour.
  - e. Service of Notices to terminate a Tenancy when we are not managing the Property will be subject to an administration fee of £25 plus VAT.
  - f. Empty Property Care which includes one visit per week during office hours during a void period will be £25 plus VAT per week.
  - g. Supervise the partial or total refurbishment of the Property for a fee of 10% plus VAT of the total cost of the work, which exceeds £500 plus VAT.
  - h. If the Landlord is not resident in the UK we will charge an administration fee of £100 plus VAT each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
  - i. Preparation of documentation for County Court proceedings or TDS adjudication will be £25 plus VAT plus our reasonable costs and expenses and attendance at court or any tribunal on your behalf will be charged at £25 plus VAT per hour plus our reasonable costs and expenses.
  - j. Duplicate statements can be provided to you or your accountant for a fee of £10 plus VAT per statement or £120 plus VAT for all the statements covering a tax year. We can also provide an end of year tax spread sheet at a cost of £25 plus VAT.

#### **Sub Agency**

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

## Signatures

Property Address: \_\_\_\_\_

\_\_\_\_\_  
("the property")

I/We authorise Aston Mead Estate Agents Ltd to act as agents on my/our behalf relating to the above mentioned property.

I/We agree to and accept Aston Mead Estate Agents' Terms and Conditions, Schedules 1 to 6 ( inclusive) as set out in their Lettings & Management Brochure and acknowledge receipt of a copy of them.

The services which I/We require are: (please tick)

1. Introduction Only Service
2. Introduction & Rent Collection Service
3. Full Management Service
4. Empty Property Management

Please use this section to confirm any additional items that have been agreed between parties;

\_\_\_\_\_  
I/We confirm that I/We are the sole/joint Landlord(s) of the above property and that I/we have the authorisation from the Bank/Building Society to let the above property.

I/We acknowledge my/our obligations under the Furniture and Furnishings (Fire) (Safety) Regulations 1993, the Gas Safety (Installation & Use) Regulations 1998 and Electrical Equipment (Safety) Regulations 1994. I/We accept that I/we have full responsibility for ensuring that I/we comply fully with their requirements before and during the letting of the property.

I/We confirm that there is no major repairs, construction or maintenance work of which I/we are aware due to be carried out to the property or any adjoining property of which the property forms part of, apart from as noted below.

\_\_\_\_\_  
I/we enclose the following documents to comply with the Money Laundering Regulations 2003.

1. \_\_\_\_\_
2. \_\_\_\_\_

### Landlord

Signed: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

### Agent - Aston Mead Estate Agents Ltd

Signed: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE SIGN AND RETURN THIS COPY TO US

Sunningdale Office

Broomhall Chambers London Road Sunningdale Ascot Berkshire SL5 0DJ

Tel. 01344 209000

[sunningdale@astonmead.com](mailto:sunningdale@astonmead.com)

Walton on Thames Office

66 High Street Walton-on-Thames Surrey KT12 1BU

Tel. 01932 242442

[walton@astonmead.com](mailto:walton@astonmead.com)

Weybridge Office

28-30 High Street Weybridge Surrey KT13 8AB

Tel. 01932 850030

[weybridge@astonmead.com](mailto:weybridge@astonmead.com)

Woking Office

69 Commercial Way Woking Surrey GU21 6HN

Tel. 01483 771188

[woking@astonmead.com](mailto:woking@astonmead.com)

Property Management & Accounts

28-30 High Street Weybridge Surrey KT13 8AB

Tel. 0845 505 2266

[management@astonmead.com](mailto:management@astonmead.com)