



THE AREA'S LEADING INDEPENDENT ESTATE AGENCY RESIDENTIAL LETTING & MANAGEMENT TERMS & CONDITIONS OF BUSINESS

In accordance with the Estate Agency Act 1979 we are required to set out our terms of business and any related services offered to you prior to taking instructions to market your Property.

If you do not understand or do not wish to accept any of our terms please tell us and we will be pleased to discuss them with you before you sign them. If you are still unsure you should take further advice from a solicitor or Citizens Advice Bureau.

We draw your attention to section F Legal Requirements which outlines important information regarding legislation affecting the letting of private rented Property and the legal requirements which are placed on Landlords. Please read these carefully before instructing us to proceed with marketing your Property for letting and let us know immediately if you have any queries.

A. LETTING ONLY SERVICE

A1. ON THIS LEVEL OF SERVICE WE WILL:

- (i) Market the property as we consider appropriate (see Definitions) and unless otherwise agreed accompany prospective Tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy with the prospective Tenant.
- (iii) Apply for personal references and/or a credit check on the prospective Tenant as appropriate and provide copies to you if requested.
- (iv) Prepare or administer an appropriate Tenancy Agreement to be executed by the parties.
- (v) If instructed, arrange on your behalf and at your cost for the required safety regulations inspections to be undertaken prior to the start and throughout the term of the Tenancy (see F5).
- (vi) Create and provide an Inventory of Contents and Schedule of Condition (Inventory).
- (vii) If instructed, arrange for the checking of the inventory at the start of the Tenancy (check-in) and at the end of the Tenancy (check-out) and at the termination of the Tenancy forward the Inventory check-out report to the Landlord and Tenant for action and costing. An additional fee will apply - see E2.4. See also A1(xiv) and (xv) below.
- (viii) Provided you have furnished us with the necessary details, notify the utility companies for electricity, gas and water services (but not telephone) on your behalf of the change of user at the start of the Tenancy.

Utility companies do not allow Agents to sign up for supplies on behalf of the Landlord or Tenant. We shall not be liable for any disconnection or reconnection charges that

may arise from the failure of the Landlord or Tenant to do so.

- (ix) Notify the Council Tax authority of the change of occupier at the start of the Tenancy.
- (x) Prior to the end of the initial term of the Tenancy, ascertain the intentions of both parties in relation to the termination of the Tenancy.
- (xi) If instructed that the Tenancy should be brought to an end, and the Tenancy is an Assured Shorthold Tenancy, we will serve the required Section 21 notice for possession on your behalf. An additional fee will apply - see E2.6.
- (xii) If instructed, and on receipt of confirmation of the details of any required and agreed periodic or fixed term extension or renewal of the Tenancy, prepare or administer a Memorandum of Agreement, or a Tenancy Agreement, or other document to formalise the agreement as per your instructions, to be executed by the parties. An additional fee will apply - see E2.1, E2.2, E2.3
- (xiii) At this level of service we do not receive or administer rental payments on behalf of the Landlord (other than the initial rental payment at the commencement of the Tenancy). See B or C if rental administration is required.
- (xiv) At this level of service we do not undertake to hold the Tenant's security deposit as Landlord's Agent (unless it is requested and agreed that we hold as Stakeholder). In such event, except in the case of an Assured Shorthold Tenancy (see (xv) below), the deposit is held by us throughout the term of the Tenancy. At termination of the Tenancy, upon receipt of written confirmation from both parties, we will return the deposit to the Tenant

less any agreed deductions for loss or damage not due to fair wear and tear which will be forwarded to the Landlord. An additional fee will apply - see E1.1. Interest arising from the deposit monies will be retained by Gascoigne Halman

(xv) In the case of an Assured Shorthold Tenancy, the Landlord and the Agent are required by law to comply with the Compulsory Tenancy Deposit Protection regulations under the Housing Act 2004 - see F6

(a) In accordance with this requirement, unless we are instructed to the contrary by the Landlord (see (b) below), the Tenant's security deposit will be forwarded by us to the administrator of the Custodial Tenancy Protection Scheme (the DPS) where it will be held until the end of the Tenancy. If the Landlord is already registered with The DPS and provides us with the registration details prior to the start of the Tenancy there will be no additional fee payable for this service. If we are not provided with existing registration details then an additional fee will apply - see E2.8.

(b) In the event that the Landlord does not wish us to pass the deposit paid by the Tenant to the DPS as outlined in (a) above, the Landlord will be solely responsible and liable for safeguarding the full amount of the deposit throughout the term of the Tenancy - see F6.2. We require the Landlord to provide us with evidence that the monies have been registered with the authorised Scheme administered by My Deposits or Deposit Guard as applicable, upon receipt of which the monies will be passed to the Landlord.

At the end of the Tenancy the Landlord will be responsible for making the appropriate arrangements for the return of the deposit to the Tenant less any agreed deductions in accordance with the chosen approved Tenancy Deposit Protection scheme under the Housing Act 2004 (see F6).

(xvi) At this level of service we do not assess, or negotiate between the parties in relation to, any costs due to the Landlord from the Tenant's security deposit as outlined in (xi) and (xii) above. An additional fee will apply if we do become involved in these negotiations between the parties - see E2.7

A2. FEE FOR LETTING ONLY SERVICE:

(i) The equivalent of one months' rent plus VAT subject to a minimum fee of £550.00 plus VAT (£660.00)

(ii) The above fee is payable in advance at the commencement of the Tenancy by deduction from the initial rental payments.

(iii) The Tenancy Agreement will require the second (and if necessary the third) rental payment to be made directly to us by the Tenant until the full amount of the fee account, plus any other payments due to us by you is discharged.

(iv) The above fee is payable for the initial period for which the property is let to the Tenant introduced by us.

(v) **Renewal of Tenancy.** In the event of any extension or renewal of the Tenancy to the same Tenant, no further introduction fee will be charged, but all other applicable administration fees as outlined in A1 will continue to be payable.

(vi) We will not be liable to refund any fees paid to us in the event that the Tenant fails to maintain the rental payments during the term of the Tenancy.

(vii) **Premium Lease.** In the event of a Premium Lease we will be entitled to deduct our fee as described in A2(i) for the full term of the Lease from the Premium payment.

Further services, subject to additional fees, are available at this level of service. See E1 and E2

B. LETTING & RENT ADMIN SERVICE

B1. ON THIS LEVEL OF SERVICE WE WILL:

(i) Undertake the Letting Only Service outlined in A1(i) to A1(xii) above.

(ii) Receive the rent from the Tenant on your behalf and forward this to your designated bank account, less our fees and any other appropriate deductions.

(iii) Except in the case of an Assured Shorthold Tenancy (see (iv) below), hold the Tenant's security deposit as Landlord's Agent (unless it is requested and agreed that we hold as Stakeholder). The deposit will be held throughout the term of the Tenancy and returned to the Tenant at the end of the Tenancy less any deductions for loss or damage not due to fair wear and tear. Any interest arising from the deposit monies will be retained by Gascoigne Halman.

(iv) In the case of an Assured Shorthold Tenancy, the Landlord and the Agent are required by law to comply with the Compulsory Tenancy Deposit Protection regulations under the Housing Act 2004 (see F6) and in accordance with this requirement the Tenant's security deposit will be forwarded by us to the administrator of the Custodial Tenancy Protection Scheme where it will be held until the end of the Tenancy.

(v) At this level of service we do not assess, or negotiate between the parties in relation to, any costs due to the Landlord from the Tenant's security deposit as outlined in (iii) and (iv) above. An additional fee will apply if

we do become involved in these negotiations between the parties - see E2.7

B2. FEE FOR LETTING & RENT ADMIN SERVICE:

- (i) An initial advance fee of 75% plus VAT of the first months' rent subject to a minimum fee of £550.00 plus VAT (£660.00), payable at commencement of the Tenancy by deduction from the initial rental payment, and thereafter
- (ii) 5% of the gross rent for the remaining term of the Tenancy as per the terms of the Tenancy Agreement, subject to a minimum fee of £35.00 plus VAT (£42.00) per month for a minimum period of 6 months, payable by deduction from the rental payments as they are received by us throughout the term of the Tenancy and any extension or renewal of the Tenancy.
- (iii) In the event the initial rental payment is insufficient to meet the initial fee account stated in B2 (i) and any other payments due to us by you, the balance will be deducted from the second and subsequent rental payment received by us as necessary until the full amount due is discharged.
- (iv) The fee is payable during any period for which the property is let to the Tenant, or any one of the Tenants in the case of more than one Tenant, or the Occupier or any associated party.
- (v) Should the rent not be paid for any reason you will be liable to us for the fee whilst the Tenancy continues.
- (vi) **Renewal of Tenancy.** 5% of the gross rent as per the terms of the renewal agreement will continue to be payable and deducted from rental payments as they are received by us in the event that the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:
 - the Tenant, or
 - any one of the Tenants in the case of more than one Tenant, or
 - the Occupier, or
 - any member of the immediate family of the Tenant or Occupier, or
 - one of the same group of companies in the case of a company Tenant.
- (vii) **Premium Lease.** In the event of a Premium Lease we will be entitled to deduct our fee as described in B2(i) and (ii) for the full term of the Lease from the Premium payment.

Further services, subject to additional fees, are available at this level of service. See E1 and E2

C. LETTING & FULL MANAGEMENT SERVICE

C1. ON THIS LEVEL OF SERVICE WE WILL:

- (i) Market the property as we consider appropriate (see Definitions) and unless otherwise agreed accompany prospective Tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy with the prospective Tenant.
- (iii) Apply for personal references and/or a credit check on the prospective Tenant as appropriate and provide copies to you if requested.
- (iv) Prepare or administer an appropriate Tenancy Agreement to be executed by the parties.
- (v) Arrange at no extra cost to yourself for the provision of Rent Guarantee and Legal Expenses policy cover applicable throughout the period of the tenancy. Details of the policy will be provided to you at the commencement of the Tenancy. Restrictions apply – see G6
- (vi) Arrange on your behalf and at your cost for the required safety regulations inspections to be undertaken prior to the start and throughout the term of the Tenancy (see F5).
- (vii) Provided you have furnished us with the necessary details, notify the utility companies for electricity, gas and water services (but not telephone) on your behalf of the change of user at the start and at the end of the Tenancy.

Utility companies do not allow Agents to sign up for supplies on behalf of the Landlord or Tenant. We shall not be liable for any disconnection or reconnection charges that may arise from the failure of the Landlord or Tenant to do so.
- (viii) Notify the Council Tax authority of the change of occupier at the start and at the end of the Tenancy.
- (ix) Arrange for the creation of a professional Inventory of Contents and Schedule of Condition (Inventory) by an independent inventory firm.

We cannot accept a property under this level of service without a professionally prepared Inventory.
- (x) Arrange for the checking of the Inventory at the start of the Tenancy (check-in) and at the end of the Tenancy (check-out).
- (xi) Receive the rent from the Tenant on your behalf and forward this to your designated bank account, less our fees and any other appropriate deductions.
- (xii) Except in the case of an Assured Shorthold Tenancy (see (xii) below), hold the Tenant's security deposit as Landlord's Agent (unless it is requested and agreed that we hold as Stakeholder). The deposit will be held

throughout the term of the Tenancy and returned to the Tenant at the end of the Tenancy less any deductions for loss or damage not due to fair wear and tear. Any interest arising from the deposit monies will be retained by Gascoigne Halman.

- (xiii) In the case of an Assured Shorthold Tenancy, the Landlord and the Agent are required by law to comply with the Compulsory Tenancy Deposit Protection regulations under the Housing Act 2004 (see F6) and in accordance with this requirement the Tenant's security deposit will be forwarded by us to the administrator of the Custodial Tenancy Protection Scheme where it will be held until the end of the Tenancy.
- (xiv) Visit the property every three months during the Tenancy to conduct a visual check of its condition and report to you in writing. This is not a structural survey and we cannot accept liability for hidden defects or for failure to notice anything concealed from us - see G7. Additional visits may be requested and will attract an additional fee - see E3.1
- (xv) Arrange for repairs and remedy of any defects which come to our notice or are brought to our attention by the Tenant, to a maximum £250.00 plus VAT (£300.00) per item.
- (xvi) Obtain and submit estimates to you, except in the case of emergency, for any works which are liable to exceed £250.00 plus VAT (£300.00). Works over £300.00 including VAT which require supervision attract an additional fee - see E3.3
- (xvii) If required, pay your property related outgoings and charges on receipt of demands, provided we have funds to do so and you have instructed the relevant parties to forward demands for payment to us by email.
- (xviii) Submit statements of account to you of all transactions undertaken on your behalf.
- (xix) Forward to you any letters received by post or passed to us or found by us at the property. This is subject to an additional charge if you are resident overseas - see E1.7
- (xx) Prior to the end of the initial term of the Tenancy, ascertain the intentions of both parties and serve any required notices as appropriate.
- (xxi) Negotiate on your behalf the terms of any required or agreed periodic or fixed term extension and prepare or administer a Memorandum of Agreement, or other document to formalise the agreement as per your instructions, to be executed by the parties.
- (xxii) At the end of the Tenancy take your instructions as to appropriate costs to be claimed from the Tenant's deposit. Any remedial works undertaken by us on your instructions will require funds from you in advance. Any works requested by you will be subject to the availability of contractors and

will attract an additional fee – see E3.3. Please note our service does not include the Management of properties during void periods, ie after the Tenancy has ended. We can provide a Property Care Service if required – see D and G7.

- (xxiii) On receipt of written confirmation of agreement from both the Landlord and Tenant regarding any deductions assessed by us to be made from the deposit, disperse the deposit as confirmed (except in the case of an Assured Shorthold Tenancy (see (xxv) below).
- (xxiv) In the case of an Assured Shorthold Tenancy, within 10 days after the end of the Tenancy the Landlord must provide instructions regarding any deductions to be made from the deposit. We will advise the Tenant accordingly and if both parties are in agreement arrange for the funds to be dispersed by the Custodial Scheme administrator. See E3.6 and F6
- (xxv) For all Assured Shorthold Tenancies under our Letting & Full Management Service, we reserve the right to retain a proportion of the final month's rent to pay for any cleaning or other works required to prepare the property for any new Tenancy you instruct us to arrange, whilst the Custodial Scheme reconciliation procedure is processed.

C2. FEE FOR LETTING & MANAGEMENT SERVICE:

- (i) An initial advance fee of 75% plus VAT of the first months' rent subject to a minimum fee of £550.00 plus VAT (£660.00), payable at the commencement of the Tenancy by deduction from the initial rental payment.
- (ii) 10% of the gross rent for the term of the Tenancy as per the terms of the Tenancy Agreement subject to a minimum fee of £65.00 plus VAT (£78.00) per month for a minimum period of 6 months, payable by deduction from the rental payments as they are received by us throughout the term of the Tenancy and any extension or renewal of the Tenancy.
- (iii) In the event the initial rental payment is insufficient to meet the initial fee account stated in C2(i) and any other payments due to us by you, the balance will be deducted from the second and subsequent rental payment received by us as necessary until the full amount due is discharged.
- (iv) The fee is payable during any period for which the property is let to the Tenant, or any one of the Tenants in the case of more than one Tenant, or the Occupier or any associated party.
- (v) Should the rent not be paid for any reason you will be liable to us for the fee whilst the Tenancy continues.
- (vi) **Renewal of Tenancy.** 10% of the gross rent as per the terms of the renewal agreement will continue to be payable and deducted from rental payments as they are received by us in the event the Tenancy we arrange on your

behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

- the Tenant, or
- any one of the Tenants in the case of more than one Tenant, or
- the Occupier, or
- any member of the immediate family of the Tenant or Occupier, or
- one of the same group of companies in the case of a company Tenant.

- (vii) **Premium Lease.** In the event of a Premium Lease we will be entitled to deduct our fee as described in C2(i) and (ii) for the full term of the Lease from the Premium payment.

Further services, subject to additional fees, are available at this level of service. See E1 and E3.

C3. TERMINATION OF MANAGEMENT SERVICE

- (i) In the event that either party wishes to terminate the Management element of this service as detailed in C1 above, they may do so by serving not less than one month's prior written notice.
- (ii) If the Landlord terminates the service, an administration charge of an amount equal to 75% plus VAT of one month's rent will be payable to us.
- (iii) At the expiry of such notice you will no longer be liable for the fee relating to the Management service. However the fee for the Letting Only Service shall remain due and payable as detailed in A2 above.
- (iv) In the event that either party terminates the Management Service it shall be without prejudice to any claim by either party against the other in respect of any monies due up to that point and to any breach of the terms contained in this document.

D. PROPERTY CARE SERVICE

Our Management Services do not apply when the property is not let - See G7.

The Property Care Service is an optional additional management service offered, where requested, for those properties which have previously been Managed by us and which are vacant between tenancies, awaiting Landlord re-occupation or completion of sale.

The Property Care Service is only available for properties where we are the only key-holder.

The Property Care Service is designed to satisfy the requirements of insurance policies in relation to unoccupied property, however you must check the terms of your policy to ensure all requirements are covered.

We can accept no liability should any claim be declared void as a result of your not clarifying your insurer's requirements.

D1. WHEN INSTRUCTED ON THIS SERVICE WE WILL:

- (i) Visit the property twice per month to conduct a visual check of the condition.
- (ii) Supervise winter central heating routine.
- (iii) Arrange for the remedy of defects noted and deal with minor repairs up to a maximum cost of £300.00 inclusive of VAT per item.
- (iv) Where required, pay your property related outgoings and charges on receipt of demands provided we have funds and you have instructed the relevant authorities to forward demands for payment to us.
- (v) Forward to you any letters received by post which are passed or forwarded to us or found by us at the property. This is subject to an additional charge if you are resident overseas - see E1.7

D2. FEE FOR PROPERTY CARE SERVICE:

- (i) £75.00 plus VAT (£90.00) per month, payable in advance.
- (ii) A float of £300.00 is required prior to commencement which must be maintained throughout the period of the service.
- (iii) Any further duties which you may require may be added to the service, subject to negotiation and an additional fee.

E. ADDITIONAL SERVICES AND FEES

E1. ADDITIONAL SERVICES AVAILABLE FOR ALL LEVELS OF SERVICE (A, B, C & D)

E1.1 Holding Deposit as Stakeholder

If required to hold the Tenant's deposit as Stakeholder for a Tenancy where we are not providing the Full Management Service and other than an Assured Shorthold Tenancy, an administration fee of £75.00 plus VAT (£90.00) per tenancy will be charged.

E1.2 Legal Liaison / Court Attendance

Any legal proceedings must be instituted by the Landlord and all related costs are the responsibility of the Landlord. Where we are required by you to liaise with solicitors, arbitrators or barristers or attend court on your behalf, our fee will be £100.00 plus VAT (£120.00) per hour or part hour including travelling time plus travel costs and disbursements.

E1.3 Tax Accounting

If you are resident overseas and do not wish to apply for, or are refused Exemption, (see F3) and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge of £50.00 plus VAT (£60.00) per quarter to cover our administration costs.

E1.4 Courier Deliveries

If we are required to deliver documents or other items by local or international Courier to any party (including yourself) an administration fee of £10.00 plus VAT (£12.00) per delivery will be payable in addition to the Courier delivery charge.

E1.5 Provision of Valuation Letter

If instructed to provide a valuation letter for insurance or re-mortgage a fee of £45.00 plus VAT (£54.00) per letter will be charged.

E1.6 Copy Statements

Statements are issued to Landlords as rent is received. Where we are instructed to forward additional copies of statements to your accountants, professional advisors or other third party, an administration charge of £5.00 plus VAT (£6.00) for each statement will apply.

E1.7 Overseas Postage, Fax and Phone

An additional fixed annual charge of £50.00 plus VAT (£60.00) is payable by all Landlords resident overseas to cover our reasonable expenses in relation to communication by post, fax or telephone.

E1.8 Energy Performance Certificate

If instructed to arrange for an Energy Performance Certificate (see F7) to be prepared prior to the commencement of marketing the property, the cost for undertaking this and for the creation of the certificate will be £80.00 plus VAT (£96.00). This is payable in advance of the arrangements being made.

E2. ADDITIONAL SERVICES AVAILABLE FOR LETTING ONLY SERVICE (A) AND LETTING & RENT ADMINISTRATION SERVICE (B)

E2.1 Renewal Memorandum of Agreement

For preparing a Memorandum of Agreement setting out the terms of any renewal or extension of the Tenancy, a fee of £75.00 plus VAT (£90.00) is payable by the Landlord at the start of the renewed or extended period.

E2.2 Renewal Tenancy Agreement

For preparing a Tenancy Agreement setting out the terms of any renewal or extension of the Tenancy, a fee of £95.00 plus VAT (£114.00) is payable by the Landlord at the start of the renewed or extended period.

E2.3 Periodic Extension

For administering the periodic extension of the Tenancy, a fee of £75.00 plus VAT (£90.00) is payable by the Landlord at the start of the periodic extension.

E2.4 Inventory Checks

If instructed to conduct the checking of the inventory at the start and at the end of the Tenancy, an administration fee for each check of between £100.00 - £250.00 plus VAT (£120.00 - £300.00) will be charged dependent on size and contents of property.

E2.5 Property Visits

If instructed to visit a property not under our Management Services to conduct a visual check of its condition and report to you, as

outlined in C1(xiv), a fee of £135.00 plus VAT (£162.00) per visit will be charged.

E2.6 Serving of Notices

If instructed to serve any Notice on the Tenant on your behalf, for example a Section 21 Notice, an administration fee of £75.00 plus VAT (£90.00) each will be charged.

E2.7 Deposit Reconciliation

If we are instructed to assist, or we become involved, in negotiations at the end of the Tenancy between the Landlord and Tenant to agree on the apportionment of the Tenant's deposit, a fee of £75.00 plus VAT (£90.00) per hour or part hour, subject to a minimum fee of £200.00 plus VAT (£240.00) will be charged.

E2.8 Deposit Protection Administration

Unless instructed to the contrary, we will automatically issue the Tenant's security deposit in respect of an Assured Shorthold Tenancy to The DPS in order to comply with the requirements of the Compulsory Tenancy Deposit Protection Housing Act 2004 as outlined in F6 below.

If the Landlord is already registered with The DPS and provides us with the registration details prior to the start of the Tenancy, there will be no additional fee payable for this service. If we are not provided with existing registration details then an administration fee £45.00 plus VAT (£54.00) will be applied.

E3. ADDITIONAL SERVICES AVAILABLE FOR LETTING & FULL MANAGEMENT SERVICE

E3.1 Additional Property Visits

Our Management Service includes visits to the property every 3 months during the Tenancy - see C1(xiv). If more frequent visits are required a further fee of £45.00 plus VAT (£54.00) per visit will be charged.

E3.2 Snagging Inspections

If we are required to attend a Snagging Inspection with a contractor or developer on your behalf, a fee of £50.00 plus VAT (£60.00) per hour or part hour, including travel time, will be charged.

E3.3 Works Supervision

Upon your acceptance of any estimates to remedy any defects or undertake repairs or other works at the property in excess of £250.00 plus VAT (£300.00), and providing we are in funds, we will supervise the works upon instruction from you for a fee of 10% plus VAT of the cost of the works. See C1(xvi).

E3.4 House Sitting

In the event that a contractor not known to us (eg utility supplier, service contract or warranty engineer) must attend the property to remedy a defect within the Landlord's repairing obligations, or to undertake a scheduled service, and the Tenant cannot be present, we will endeavour to appoint a person to wait at the property. Their time, including travel time, will be charged to you at £40.00 plus VAT (£48.00) per hour or part hour.

E3.5 Shopping

If we are required to make minor purchases for the property on your behalf a fee of £30.00 plus VAT (£36.00) per hour or part hour including travel time will be charged in addition to the cost of any items purchased. Note that where the purchase is necessitated by Tenant misuse or negligence, this fee may be deductible, subject to agreement, from the Tenant's security deposit.

E3.6 Deposit Dispute Processing

If we are required to process a dispute arising between the Landlord and the Tenant in relation to the deduction of monies from the Security Deposit, an administration fee of £100.00 plus VAT (£120.00) will be charged and payable by the Landlord.

F. LEGAL REQUIREMENTS

Please ask us for further information if you require clarification on any of the following.

F1. Stamp Duty Land Tax

The sole responsibility for the payment of the Stamp Duty Land Tax, which was introduced under the Finance Act 2003, where it is applicable, is placed upon the Tenant. We will advise the Tenant accordingly.

F2. Right To Let

Before entering into any agreement to let your property you must check whether there are any restrictions to your doing so and whether consent needs to be obtained. Failure to obtain such consents where required, as outlined in F2(i), F2(ii), F2(iii) or any other consents which may be required, may result in invalidating the Tenancy.

You are responsible for making application for necessary consents and we strongly recommend that applications are made as soon as you decide to market your property for letting to avoid unnecessary delays once a Tenant is found. Tenants normally require sight of applicable consents before entering into a Tenancy Agreement.

When you sign this contract with us you are confirming that you have the right to instruct us to let the property and that you have obtained all the necessary consents.

We cannot be held liable for any difficulties arising as a result of your failure to observe these requirements.

(i) Superior Landlord/Freeholder.

If you hold the property on a Lease you must ensure that your Lease permits you to let the premises and that you are granted consent to do so. You must also ensure that the letting is for a period expiring prior to the termination of your own Lease.

The Tenancy Agreement will require the Tenant to comply with the behavioural schedule of the Head Lease which outlines any rules and restrictions in relation to the use of the property.

We require you to provide us with a copy of the behavioural schedule in order that it may

be attached to the Tenancy Agreement. If the Tenant is not provided with a copy of the behavioural schedule he will not be in breach of the Tenancy Agreement if he contravenes these rules and any liability arising from such contravention will be placed on you.

(ii) Mortgage Provider.

If the property is subject to a bank loan or mortgage, in most cases permission will be required from the lender before the property can be let.

(iii) Insurer.

Most insurance policies require you to notify them if the property is to be let. Failure to do so may void the policy. Any conditions imposed by the Insurers must be notified to the Tenant prior to the tenancy commencing and included in the Tenancy Agreement if necessary and we therefore require you to inform us of such conditions.

Please note that under the Regulation of General Insurance Products introduced by the Financial Conduct Authority we are not authorised to arrange, process or in any way administer insurance provision or claims on behalf of clients.

We do have an arrangement in place with the representative of an insurance intermediary and if you would like us to pass your contact details to their representative purely for the purpose of providing an insurance quotation, please tick the relevant box on the confirmation of instruction page of this document.

(iv) Houses in Multiple Occupation The Housing Act 2004

A Property that is let to at least three individual un-related Tenants (ie three sharers) who share basic facilities (ie a kitchen or bathroom) is an HMO.

Where there are five sharers or more the Property requires mandatory licensing.

HMO properties with less than five sharers are not subject to mandatory licensing however the criteria and requirements vary and some local authorities require a license for smaller HMOs.

In addition, where a building is fully converted into self-contained flats and the conversion does not comply with the building standards of the 1991 Building Regulations and less than two thirds of the flats are owner-occupied, this type of building is an HMO and may need to be licensed.

A tenancy cannot commence until a license has been obtained.

Landlords who fail to apply for a Licence will face enforcement measures including fines of up to £20,000. Further information can be obtained from your Local Authority or from www.propertylicence.gov.uk.

We therefore strongly recommend that you check with the relevant Local Authority to

ascertain whether your property is subject to licensing, and advise us accordingly.

You are required to advise us if your property and tenancy may be an HMO and when you sign this contract with us you are confirming that where applicable you have notified, made application to and obtained the necessary licence from the Local Authority. We cannot be held liable for any difficulties arising as a result of your failure to observe this requirement.

Housing Health & Safety Rating System

Where an HMO is licensed, the Property will be subject to inspection under the Housing Health & Safety Rating System within five years of the application for a license. However you should be aware that any Property that is either let or available for rent, can also be subject to inspection under the Housing Health & Safety Rating System to assess potential hazards. Further information can be obtained from your Local Authority or from www.communities.gov.uk.

The Regulatory Reform (Fire Safety) Order 2005

With effect from 1 October 2006 a property which is an HMO must have, as a minimum requirement, mains linked smoke detectors in the common parts (eg hallways) and fire blankets and fire extinguishers in the kitchen. Further alterations dependant on the age and character of the property may be required. Further information can be obtained from www.communities.gov.uk or from your Local Authority.

F3. Taxation and Overseas Landlord Tax

Any person or organisation receiving income from a property situated in the UK might be liable for tax on that income, whether or not his normal place of abode is inside or outside the UK and is required to disclose such income to HM Revenue & Customs and keep all records for up to six years.

We recommend that the services of a Chartered Accountant are used to ensure all allowable outgoings can be offset against tax.

In accordance with the Finance Act 1995, Agents are required to deduct tax at the basic rate from rental monies net of expenses prior to paying these monies to Landlords resident overseas. The deducted amounts must be made to HM Revenue & Customs quarterly.

Landlords are able to apply to HM Revenue & Customs for Exemption from this requirement on their Agent. If granted the Agent is issued with an Exemption Approval Number, which permits them to pass the rental monies to the Landlord without deduction of tax.

We strongly recommend that you apply for Self Assessment and we can provide you with the appropriate application form on request. Please note where there is more than one owner of a property, each person is required to make individual application for an Exemption Approval Number.

Should you not wish to apply, or if you are refused Exemption, and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge to cover our administration costs. See E1.3.

You are required to notify us immediately if your residency status changes at any time during the Tenancy or any extension of renewal of the Tenancy, and to provide us with your residential address.

F4. Landlord Repairing Obligations

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 places an obligation on Landlords to keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences and the installations of space heating and heating of water.

Managed Properties: When you sign this contract and instruct us to act as your Managing Agent you are confirming our permission to maintain your property at your expense as stated in the Tenancy Agreement subject to the provisions of the above Act.

Non-Managed Properties: Where you elect not to instruct us to Manage your property you must provide the Tenant at the commencement of the Tenancy with the details of who he must notify in the event of any maintenance problems at the property.

Where an appointment is made for a contractor to attend the property to remedy a defect under your repairing obligations, or to undertake a scheduled service, and the Tenant cannot be present, you will be responsible for appointing a person to wait at the property. Please note that you must always notify the Tenant before making such an arrangement.

F5. Safety Regulations

Landlord Statutory Obligations

The responsibility for compliance with the following regulations or any re-enactment is and remains the personal obligation of the Landlord. Failure to comply is a criminal offence and can lead to prosecution and fines or imprisonment or both.

(i) The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (1989 & 1993)

All upholstered furniture, permanent or loose fittings, soft furnishings, beds, mattresses, pillows and cushions supplied to a property and forming part of a letting must comply with these Regulations.

Carpets and curtains are not covered by the Regulations. Period and antique furniture manufactured before 1950 are exempt. New furniture manufactured since 1 March 1989 and sold by a retailer after 1 March 1990 are required to comply and carry labels to this effect. Where there are no labels, contact the manufacturer or retailer for confirmation. If in doubt the items should be replaced.

It is illegal to let a property with furniture which does not comply.

When you sign this contract with us you are confirming that you have ensured that all furniture and furnishings in the property comply with these Regulations.

(ii) **The Gas Safety (Installation and Use) Regulations 1998**

Landlords are responsible for ensuring that all gas appliances and installation pipework in tenanted premises are maintained in good order and in a safe condition so as to prevent risk or injury to any person.

The Regulations require that the appliances and pipework are checked for safety by a Gas Safe registered gas engineer prior to the commencement of a Tenancy and every 12 months thereafter.

A record of the safety check must be supplied to each Tenant and a copy kept by the Landlord and/or his Managing Agent for at least two years.

It is illegal to allow a Tenant to occupy a property without a valid Gas Safety Record.

Unless otherwise instructed, we will instruct a Gas Safe registered engineer on your behalf, and at your cost, to conduct the check.

(iii) **The Electrical Equipment (Safety) Regulations 1994**

Landlords must ensure that ALL electrical appliances and the electrical supply is 'safe' and will not cause 'danger'. From 1st January 1997, all new electrical appliances must carry a 'CE' mark and instruction booklets or clear working instructions must be provided. Newly installed plugs and sockets must also comply.

Confirmation that inspections have been regularly undertaken could be requested, although no specific time-scale is given, nor is there any requirement for inspections to be made by members of specific bodies, other than the person be competent.

We recommend that an inspection is undertaken prior to the commencement of a Tenancy and at regular intervals thereafter. Unless otherwise instructed, we will arrange this on your behalf and at your cost.

Please note that we require all properties under our Management Service to undergo checks on wiring and major appliances every five years plus annual PAT testing on small appliances plugs and sockets.

(iv) **Part P Building Regulations (Electrical Safety in Dwellings)**

Any works, repairs or maintenance undertaken on domestic electrical installations in certain areas of a property must be carried out by a competent person registered with an organisation providing an approved self-certification scheme.

Wherever possible when instructing contractors on a Landlord's behalf to carry out

applicable electrical repairs and maintenance at a property, we will only instruct such approved contractors.

(v) **The Building Regulations 1991
Smoke Alarms**

All properties built since June 1992 must be fitted with mains-operated interlinked smoke detectors / alarms on each floor.

Whilst properties built before that date are not included under the statutory requirement, we strongly recommend all properties to be let are fitted with smoke alarms and regularly serviced.

F6. Compulsory Tenancy Deposit Protection Housing Act 2004

With effect from 6 April 2007, all tenancy deposits paid by a Tenant in respect of an Assured Shorthold Tenancy must be safeguarded by a government authorised Scheme.

There is a choice of authorised Schemes, all of which provide a dispute resolution service to deal quickly and fairly with any disagreements which may arise between the Landlord and the Tenant about how much of the deposit should be returned to the Tenant.

Gascoigne Halman are members of the Custodial Scheme, administered by The Deposit Protection Service (The DPS).

F6.1 On Behalf of All Landlords

(i) Under the Custodial Scheme, all deposits in respect of Assured Shorthold Tenancies under all our services will be passed by us to the Scheme administrator to hold throughout the term and until the termination of the Tenancy in accordance with the Terms and Conditions of The DPS.

This is a free service for Landlords under our Letting & Rent Demand and Letting & Full Management Services (B & C above).

Where we are instructed under the Letting Only Service, if the Landlord is already registered with The DPS and provides us with the registration details prior to the start of the Tenancy there will be no additional fee payable for this service.

If we are not provided with existing registration details then an additional fee will apply - see E2.8.

(ii) The DPS will confirm to the parties that the deposit has been received by them and provide information relating to the applicable time-scale for the return of the deposit and arrangements for resolution of any disputes that may arise in accordance with the Alternative Dispute Resolution (ADR) Rules

(iii) No deductions may be made from the deposit at any time without the written consent of both the Tenant and the Landlord.

(iv) The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com

F6.2 Letting Only Service

- (i) If you instruct us under the Letting Only Service and do not wish us to pass the deposit to The DPS as outlined in F6.1, we will pass the deposit to you provided you have furnished us with evidence that you have made provision to safeguard the monies as required by the Housing Act 2004 as outlined below.
- (ii) You are able to protect the deposit through one of the approved Schemes available to Landlords and notify the Tenant and ourselves in writing of the details of the Scheme under which the deposit is held, including your Scheme registration number. You must do this within 30 days of the deposit being paid to us.
- (ii) More information on approved Schemes available to Landlords can be obtained from www.mydeposits.co.uk tel: 0844 980 0290 or www.rla.org.uk/depositguard tel 0845 666 5000 or www.depositprotection.com tel: 0844 4727 000 or www.capita-tdp.co.uk tel: 08444 129968
- Penalties for Non Compliance**
- (iii) If you fail to safeguard the Deposit as outlined above, the Tenant can take legal action against you in the County Court. The Court can make an order stating that you must pay the Deposit back to the Tenant or lodge it with the Custodial Scheme.

In addition a further order will be made requiring you to pay compensation to the Tenant of between one and three times the value of the Deposit.

If you fail to meet the initial requirement to protect the Deposit, no Section 21 Notice can be served on the Tenant until either the Landlord returns the Deposit to the Tenant in full or with such deductions as the Tenant agrees; or if the Tenant has taken proceedings against the Landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the Court awarding damages being the return of the Deposit or a fine not more than three times the value of the Deposit).

If you fail to serve Prescribed Information you cannot serve a Section 21 Notice until the Prescribed Information has been served - but this can be more than 30 days after receiving the Deposit. This will not prevent a Tenant from issuing proceedings for late provision of the Prescribed Information and seeking a penalty award.

Tenants can make an application to a County Court for a penalty award even where the Tenancy has extended, and can do so for up to six years.

- (iv) We have no liability for any loss suffered if you fail to comply with the above.

F7. The Energy Performance of Buildings Regulations 2007

Since 1st October 2008 all properties marketed for letting need a valid Energy Performance Certificate (EPC).

The EPC is valid for 10 years.

The Landlord is responsible for ensuring a valid EPC is made available to a prospective tenant receiving written details of a property or first viewing a property.

The penalty for not having a valid EPC includes an initial fixed fine of up to £200.

Gascoigne Halman can, if instructed by the Landlord and provided that access to the Property is made available to the contractor, arrange for the EPC to be prepared on behalf of and at the cost of the Landlord. The charge for this is £80.00 plus VAT (£96.00) is payable by the Landlord and Gascoigne Halman must be put in funds prior to these arrangements being made. See E1.8.

Any works that may be recommended on the EPC are the responsibility of the Landlord.

If the Landlord already has a valid EPC, this must be made available to Gascoigne Halman as soon as possible, but prior to the first viewing of a Property with a prospective tenant.

Gascoigne Halman will not be able to commence the marketing of a Property until the EPC is in place.

F8. Flood & Water Management Act 2010

Since 1st October 2011 Landlords are required to give water companies their Tenant's contact details. This is to prevent Tenants leaving properties without providing water companies with appropriate forwarding addresses and leaving unpaid bills.

Should the Landlord fail to comply with this provision, he will become jointly and severally liable for the invoices for water usage at the rented property.

F9. Legionnaires Disease

- (i) In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, Landlords and their Managing Agents are required to ensure that the risk from exposure to legionella from all water systems in residential rental premises is controlled.
- (i) When you sign this contract with us you are confirming that you believe the property is safe and free from any such bacteria, and that you are responsible for the ongoing safety of the property.
- (ii) You also confirm that where you are instructing us to act for you under one of our Management Services, you will allow us to take any necessary steps if a problem is found at the property during the course of the tenancy.

G. GENERAL CONDITIONS OF BUSINESS

G1. Client Account

All income and expenditure which we receive and make on your behalf will pass through our client account on which interest is not payable. Our Account details are as follows:
Bank The Royal Bank of Scotland
Sort Code 16-24-06
A/c Number 10044841
A/c Name Gascoigne Halman Clients Account

G2. Rental Payments

Wherever possible Tenant rental payments will be made by standing order. We undertake to pay rent received to you net of deductions by direct transfer/electronic bank transfer as soon as administratively possible.

Where rental payments are accepted by cheque it can take longer for the monies to clear into your account.

G3. Landlord Withdrawal from Offer

(i) Should you instruct us to proceed with a proposed Tenancy at your property based on an offer from a Tenant introduced by us from which you subsequently withdraw, we reserve the right to charge a fee of up to £250.00 plus VAT (£300.00) to recompense our reasonable expenses and time incurred in the intervening period in relation to the negotiation and creation of all necessary paperwork, taking of references etc.

(ii) In addition you will be required to reimburse the Tenant's reasonable outgoings incurred by them in relation to fees for reference application, and other administration charges levied by ourselves and any third party, such as utility providers etc.

(iii) You will not be liable for such costs if the withdrawal is as a result of the proposed Tenant's unsuitable references or if the Tenant withdraws for any reason.

G4. Entitlement to Fees

(i) We will retain our fees from monies received by virtue of this contract.

(ii) Payment of all other sums due to us hereunder is due upon delivery of invoice or may be deducted by us from monies coming into our hands and belonging to the Landlord.

(iii) We shall be entitled to our fee if we let the property if instructed orally or in writing.

(iv) Should the Tenant lawfully exercise a release or break clause our fee will be payable up to and including the last lawfully due rental payment and cease thereafter.

(v) In the event of the Tenant ceasing to pay rent for whatever reason other than the lawful exercise of a release or break clause the fee due to us will remain due and payable upon demand.

(vi) No refund of any fees received in advance will be given should the Tenant cease to pay rent for whatever reason other than the lawful exercise of a release or break clause.

(vii) Any sums due to us by yourself under these Terms & Conditions shall, if not paid on the due date, be subject to interest at the rate of 4% above the base rate of the Bank of England from time to time which shall accrue on a daily basis from the date such sums become due until payment.

G5. Commission & Discount from Third Parties

We will be entitled to receive for our own benefit all normal trading commissions and discounts offered by third parties.

G6. Rental Guarantee & Legal Expenses Policy

The provision of such policy which forms part of the Letting & Full Management Service (see C1(v)) is applicable only on Sole Agency Instructions and Standard fees (see C2(i) & (ii)). The policy is subject to the applicant/s achieving an acceptable result following full referencing by our referencing provider,

G7. Inspections

Where the Landlord has opted for the Letting & Full Management Service (section C), we will normally visit the property approximately every three months throughout the period of the Tenancy, subject to access being permitted by the Tenant.

By law we cannot enforce entry if the proposed date of an inspection visit is not acceptable to the Tenant.

These visits are of a limited nature in order to verify the general good order of the interior Premises, a visual check of the exterior as far as practicable 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.

Our service does not include the supervision or security of empty properties or those in a void period unless requested to do so in writing by taking out our Property Care Contract (see section D).

Otherwise It is the Landlord's responsibility to make suitable arrangements during these void periods. We recommend that during the winter months, empty properties have the central heating system turned on low or the water system drained as a precaution against burst pipes. Any associated charges and resultant utility bills are the responsibility of the landlord.

Our check out letter to the Tenants requests them to leave the central heating system on and timed during the autumn/winter periods, and off in spring and summer periods and this is checked at the check-out inspection.

Extra visits (eg to adjust the central heating system to suit the prevalent weather conditions) can be carried out upon request in accordance with our scale of charges

G8. Extra-Ordinary Management

We shall be entitled to such fee as is fair and reasonable for any necessary work or Management of an unusual nature not envisaged in these terms of business undertaken on your instruction.

G9 Exclusion of Liability

(i) We are not liable for any rent, or non-payment or any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.

(ii) In the event of rent arrears legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord.

(iii) We cannot be held responsible for any error or omission on the part of any independent inventory clerk or contractor instructed on your behalf.

(iv) You undertake to indemnify us against all costs and expenses properly incurred by us in lawfully carrying out our duties on your behalf by virtue of this Agreement.

(v) If we reasonably suspect any funds paid or payable under this Agreement or otherwise represent the proceeds of activities involving criminal acts, we will immediately take such action as is required of us by law.

G10. Agent for Landlord

(i) If instructed to do so by you in writing, or by completion of the relevant section on the attached Landlord Instruction, we will sign the Tenancy Agreement and any Memorandum of Agreement on your behalf, as your Agent.

Doing so, will not enjoin us as a party to the Tenancy or the Tenancy Agreement.

(ii) A draft Tenancy Agreement will be provided to you for approval prior to each new tenancy arranged.

(iii) We will always contact you regarding a Tenant's request for the grant of a further term. In the event that you cannot be contacted or in the absence of your written instructions to the contrary, the tenancy will be allowed to continue on a contractual periodic basis until such time as your instructions can be ascertained.

In such event, you will thereafter be able to serve two months notice on the Tenant to bring the periodic Tenancy to an end.

(iv) You are required to give us no less than ten weeks prior written notice if you wish to bring a Tenancy to an end, whether at the end of the fixed term or by the exercise of a break clause, or to bring a periodic tenancy to an end, in

order to facilitate the timely serving of any notices on the Tenant.

G11. Period & Scope of Instruction

(i) These Terms of Business apply to the property detailed on the attached Landlord Instruction page only.

(ii) Until such time as either you or we notify the other and agree in writing any variation or termination of the Terms and Conditions of this contract, this contract will apply to all Tenancies to any Tenant introduced to you by us for this property.

This includes any one of the Tenants in the case of more than one Tenant, or the Occupier or any associated party whether or not this is negotiated by us.

G12. Confirmation of Instruction

(i) No variation to these terms will be effective unless agreed by us in writing.

(ii) The fees and charges outlined in this contract are subject to annual review at our discretion. If charges are to be adjusted we shall inform you in writing prior to applying new charges.

G13. Contract Terms

(i) Under the Unfair Terms in Consumer Contracts Regulations 1994 we are legally required to ensure that our standard terms are fully understood and acceptable.

(ii) If you do not understand or do not wish to accept any terms, please notify us and we will be pleased to discuss them with you.

(iii) By signing the Landlord Instruction form you acknowledge and accept our terms and agree to be bound by the conditions

(iv) If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect.

(v) Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

G14. Complaints Procedure

(i) Complaints will be made in the first instance to the Manager of any office or department who will acknowledge the complaint by return or at least within 3 days.

(ii) The complaint will need to be in writing setting out the circumstances leading to the complaint and any other relevant information.

(iii) Within 15 days of receipt of your written summary the person dealing with your complaint will write to you and inform you of the outcome of the investigation into your

complaint and to let you know what actions have been or will be taken.

- (iv) If you are dissatisfied with any aspect of our handling of your complaint you should contact P T Chadwick, Lettings Director
Gascoigne Halman
42 Alderley Road, Wilmslow SK9 1NY
who will personally conduct a separate review of your complaint and contact you within a further 21 days to inform you of the conclusion of his review.
- (v) In the event that the final review as detailed above still fails to satisfy your grievance then you are at liberty to have the matter referred to The Property Ombudsman to whom information will be provided by us.
- (vi) You are also entitled to have your grievance referred to The Property Ombudsman should we fail to deal with matters expeditiously i.e. within three months from the date of written notification to ourselves.

The address of The Property Ombudsman is, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP.

Please note that if you are a business rather than an individual then the matter will ultimately be referred to:

RICS Dispute Resolution Service (DRS),
Surveyor Court, Westwood Way,
Coventry CV4 8JE
which acts only in business to business disputes.

G15. Notice of the Right to Cancel

Where this contract is signed by the consumer client (you) during a visit by us to your home or place of work or any other place away from our business premises, you have a right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Cancellation will be accepted if it is in writing and sent by electronic mail to lettings@gascoignehalman.co.uk or delivered by post or hand to Gascoigne Halman at 42 Alderley Road, Wilmslow SK9 1NY within 14 days of the date of this contract.

A form of cancellation can be provided by us for this purpose if you wish.

G16. Performance of the Contact

Whilst retaining the right to cancel the contract within 14 days, the client hereby authorises Gascoigne Halman to immediately begin active marketing of the property.

Should the right to cancel be exercised the client will be liable for reasonable expenses incurred, which may include costs for advertising and preparation of Particulars. An estimate of these costs will be provided on request.

Should a tenancy be agreed prior to cancellation the agreed agency fee would be due, notwithstanding that cancellation took place.

DEFINITIONS

In these terms and conditions the following expressions shall have the following meanings:

"The Agent" Gascoigne Halman and its successors in title or assigns

"The Landlord" Any one or more individuals or corporate entities that has the legal right as freeholder or leaseholder to let the property or his successors in title or assigns

"The Property" The property specified in the instruction letter or any part thereof together with any common ways or shared facilities if the Property is part only of a building and any fixtures fittings and furniture belonging to the Landlord

"The Tenant" Any one or more individuals or corporate entities named as Tenant in the Tenancy Agreement.

"The Occupier" The authorised Licensee of the Tenant permitted occupation of the property under the terms of the Tenancy Agreement

"The Tenancy Agreement" The written contract between the Landlord and the Tenant setting out the terms of the tenancy including rent.

"The Tenancy" The full period during which the Tenant rents the property from the Landlord including any subsequent extensions or renewals.

"The Term" The length of the letting and any subsequent letting.

"Rent" The sum payable by the Tenant to the Landlord for the duration of the tenancy inclusive of ground rent and service charge but excluding gas, electricity, telephone, water and council tax except where otherwise specified.

"The (Security) Deposit" The sum of money lodged with the agent by the Tenant at the start of the tenancy to cover any damage or loss not considered to be fair wear and tear, incurred during the tenancy. Any balance after deducting costs must be returned to the Tenant.

"held as Stakeholder" The apportionment of any deposit deductions at the end of the Tenancy should be jointly agreed by Landlord and Tenant before monies are released by the Landlord's Agent. Any amount in dispute will not be paid to either party until mutual agreement is reached or an appropriate third party decision made.

"held as Agent for the Landlord" The Landlord's Agent should follow the Landlord's instructions regarding the apportionment of deposit deductions at the end of the Tenancy (subject to any over-riding contractual terms).

"Commission" The remuneration payable to the letting agent for letting and, if applicable, managing the property.

"Market the Property" On receiving your instructions to proceed we will market the property through advertising, websites, mailing lists, window displays and contacts as we consider appropriate.

"Initial Term" The first agreed period of the letting prior to any renewal or extension of the term.

"Letter of Indemnity" The guarantee lodged by the Tenant in lieu of The Deposit as security to pay the Landlord for any loss or damage incurred during the Tenancy on presentation of a statement of claim.

"Premium Lease" An agreement to lease a property for a period in excess of 2 years for which a non-refundable "rent" called the "premium" is paid in advance for the full term of the lease.

SUMMARY OF FEES

Clause numbers are shown for ease of reference only. Refer to clause for full explanation of service.
All fees are subject to VAT @ 20%. The VAT inclusive figures are quoted in brackets.

CORE SERVICES	CLAUSE REF	FEE
Letting Only	A1 & A2	One months' rent + VAT subject to minimum £660.00 inc VAT (£550.00 + VAT)
Letting & Rent Administration	B1 & B2	90% inc VAT (75% + VAT) of first months' rent subject to min £660.00 inc VAT (£550.00 + VAT) plus 6% inc VAT(5%+VAT) the gross rent for full tenancy term subject to minimum £35.00 plus VAT (£42.00) per month
Letting & Full Management	C1 & C2 & C3	90% inc VAT (75% + VAT) of first months' rent subject to min £660.00 inc VAT (£550.00 + VAT) plus 12% inc VAT(10%+VAT) the gross rent for full tenancy term subject to minimum £78.00 inc VAT per month (£65.00) plus VAT
Letting & Full Management Renewal	C1 & C2 & C3	10% + VAT of the gross rent for the full renewal term
Property Care Service	D1 & D2	£75.00 plus VAT (£90.00) per month
ADDITIONAL SERVICES – ALL LEVELS	A B C D	FEE
Holding Deposit as Stakeholder	E1.1	£75.00 plus VAT (£90.00) per tenancy
Legal Liaison / Court Attendance	E1.2	£100 plus VAT (£120.00) per hour/part + expenses
Tax Accounting	E1.3	£50.00 plus VAT (£60.00) per quarter
Courier Deliveries	E1.4	£10.00 plus VAT (£12.00) + courier charge each
Valuation Letter	E1.5	£45.00 plus VAT (£54.00) per letter
Copy Statements	E1.6	£5.00 plus VAT (£6.00) per statement
Overseas Postage etc	E1.7	£50.00 plus VAT (£60.00) per annum
Energy Performance Certificate	E1.8	£80.00 plus VAT (£96.00) each
Landlord Withdrawal from Offer	G3	£250 plus VAT (£300.00) + Tenant's incurred costs
ADDITIONAL SERVICES - LETTING ONLY and LETTING & RENT ADMINISTRATION	A & B	FEE
Renewal Memorandum	E2.1	£75.00 plus VAT (£90.00)
Renewal Tenancy Agreement	E2.2	£95.00 plus VAT (£114.00)
Periodic Extension	E2.3	£75.00 plus VAT (£90.00)
Inventory Checks	E2.4	£100 - £250 plus VAT (£120.00 - £300.00) each
Property Visits	E2.5	£135.00 plus VAT (£162.00) per visit
Serving of Notices	E2.6	£75.00 plus VAT (£90.00) each
Deposit Reconciliation	E2.7	£75.00 plus VAT (£90.00) per hour/part hour subject to min £200.00 plus VAT (£240.00)
Deposit Protection Administration	E2.8	£45.00 plus VAT (£54.00)
ADDITIONAL SERVICES – LET & MANAGED	C	FEE
Additional Property Visits	E3.1	£45.00 plus VAT (£54.00) per visit
Snagging Inspections	E3.2	£50.00 plus VAT (£60.00) per hour / part hour
Works Supervision	E3.3	10% + VAT of total cost of works
House Sitting	E3.4	£40.00 plus VAT (£48.00) per hour / part hour
Shopping	E3.5	£30.00 plus VAT (£36.00) per hour / part hour
Deposit Dispute Processing	E3.6	£100.00 plus VAT (£120.00)

CONFIRMATION OF LANDLORD INSTRUCTION

Please read these Terms & Conditions of Business and this Landlord Instruction form carefully.
 If you have any queries please contact us immediately.
 When satisfied that you understand and agree to be bound by all the terms and conditions stated
please complete this form and return the entire document to Gascoigne Halman
 in order that we may commence the marketing of your property.
 Please retain the duplicate copy provided for your own records.

Re
 (address of property)

I /We
 (Full names of all registered owner/s)

hereby appoint Gascoigne Halman to undertake the services and make the arrangements indicated below on my/our behalf under the terms outlined in these Terms & Conditions of Business:

(tick as applicable/required)

- | | |
|---|---|
| <input type="checkbox"/> Letting Only
<input type="checkbox"/> Letting & Rent Administration
<input type="checkbox"/> Letting & Full Management
<input type="checkbox"/> Property Care
<input type="checkbox"/> Gascoigne Halman to protect AST Deposit (F6)
<input type="checkbox"/> Landlord to protect AST Deposit and confirm Scheme registration to the Tenant and Gascoigne Halman in respect of My Deposits or Deposit Guard or Capita
<input type="checkbox"/> I am happy for Gascoigne Halman to pass on my contact details to their representative purely for the purpose of providing an insurance quotation. See Clause F2(iii) | <input type="checkbox"/> Inventory Check In
<input type="checkbox"/> Inventory Check Out
<input type="checkbox"/> Energy Performance Certificate
<input type="checkbox"/> Sign Tenancy Agreement on our behalf (see G10) |
|---|---|

I/WE hereby warrant that:

- I/We are the legal owners and all interested parties have or will be notified of our intention to let the above property and any necessary consents obtained.
 - Where the property and tenancy is an HMO (House in Multiple Occupancy) the local authority has or will be notified and any required license obtained and I/we will provide Gascoigne Halman with a copy of any license required and all related information. See Clause F2(iv)
 - All furniture and furnishings in the property and included in the letting fully comply with the requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. See Clause F5(i)
 - All gas appliances or installation pipework in the premises (where applicable) fully comply and will be checked in accordance with the Gas Safety (Installation and Use) Regulations 1998. See Clause F5(ii)
 - All electrical installations and appliances in the premises fully comply with the requirements of The Electrical Equipment (Safety) Regulations 1994. See Clause F5(iii)
- and indemnify Gascoigne Halman in respect of all proceedings, claims, losses, costs and expenses which they may suffer or incur as a result of any breach of this Warranty.

Signed	Full Name
Signed	Full Name
Address	Tel: Home
Postcode	Tel Work
	Fax:
	Mobile:
Date:	Email:
Address for Statements If different from above	
If you are an Overseas Resident we will deduct tax from your rental income unless we are provided with Exemption Approval by HM Revenue & Customs. Please confirm below whether you are going to be resident overseas during the period of the Tenancy and provide the address if different from the one shown above. <input type="checkbox"/> I / We confirm that I / we shall be resident in the United Kingdom during the Tenancy <input type="checkbox"/> I / We confirm that I / we shall be resident outside the United Kingdom during the Tenancy Please ensure you notify us if your residency status changes at any time during the Tenancy.	
Notice of the Right to Cancel. Where this contract is signed by a consumer client during a visit by us to your home or place of work or any other place away from our business premises, the client has a right to cancel the contract as outlined in this document under Clauses G15 and G16 .	

