



ASHMORE RESIDENTIAL

www.ashmoreresidential.com

Terms and Conditions

Residential Lettings &
Property Management

Ashmore Residential – Terms & Conditions of Business

These Terms & Conditions of Business (“the Agreement”) form a legally binding contract between the Landlord (“you”) and Ashmore Estates Limited t/a Ashmore Residential (“Ashmore Residential”). It is important that you retain a copy of this Agreement for your records. If you have any concerns over the contents of this Agreement, please contact the office on 020 8366 9777 for further clarification, however, please note that if you need legal advice on the effect of this Agreement you should obtain that independently.

1.0 SOLE AGENCY

1.0.1

By instructing Ashmore Residential to hold an Open House, you are appointing us as your sole agent for a period of 8 weeks from the date of this instruction (“the Sole Agency Period”).

1.0.2

Where we act as your sole agent you are agreeing to give us the sole and exclusive right to let your property during the Sole Agency Period. This means that you will be liable to pay us Commission as set out in clause 2 if at any time a tenant who views or is otherwise introduced to your property during the period of the sole agency enters into an agreement to rent your property, whether the viewing or introduction was conducted by Ashmore Residential, or by any other agent or third party.

2.0 COMMISSION AND CHARGES

2.0.1

You will be liable to pay Ashmore Residential’s commission (“Commission”) as set out in the Scale of Commission, below in respect of the first 12 months of the tenancy AND ALSO in respect of periods after the end of the first 12 months where the original tenant introduced by Ashmore Residential remains in occupation. This period will be referred to as the "Continuation Period".

This means that Commission remains payable even if you:

- deal directly with the tenant;
- negotiate directly with the tenant;
- agree any rent increase directly;
- serve any notice directly, including a Section 13 notice;
- use another agent;
- or you do not require Ashmore Residential to carry out further active work during that period.

2.0.2

The Commission is charged as a percentage of the total rental value over the duration of the tenancy. The Scale of Commission charged is set out above.

2.0.3

The Commission payable during the Continuation Period reflects the ongoing services and oversight provided by Ashmore Residential (where they remain instructed) in respect of the property, including, where relevant, carrying out periodic tenancy reviews, providing landlord advisory support, monitoring

compliance with applicable legal requirements, administering matters arising from the continued occupation of the property, and managing tenancy-related risk.

2.0.4

Where there is more than one tenant, this Commission will be payable in full where any or all of them remain in occupation.

2.1 SCALE OF COMMISSION

2.1.1

Our standard Commission payable for the period of the first 12 months of the tenancy agreement is as follows:

- a) Lettings Service: 10% of the yearly rent.
- b) Management Service: + 5% of the yearly rent.

This means that where we are instructed to provide both the Lettings Service and the Management Service, the combined Commission would be 15% of the yearly rent.

2.1.2

Our standard Commission during the Continuation Period is as follows:

Lettings Service

- 7% of the yearly rent for the first five anniversaries;
- 6% of the yearly rent after the fifth anniversary;
- 5% of the yearly rent after the sixth anniversary and thereafter.

Management Service

Where the property remains managed throughout the Continuation Period, our standard Commission in respect of the Management Service of 5% would continue to apply in addition to the standard Commission payable in respect of the Letting Service.

This means that where we are instructed to provide both the Lettings Service and the Management Service during the Continuation Period, the Commission payable would be:

- 12% of the yearly rent for the first five anniversaries (i.e. 7% Commission in respect of the Lettings Service + 5% Commission in respect of the Management Service);
- 11% of the yearly rent after the fifth anniversary (i.e. 6% Commission in respect of the Lettings Service + 5% Commission in respect of the Management Service)
- 10% of the yearly rent after the sixth anniversary and thereafter (i.e. 5% Commission in respect of the Lettings Service + 5% Commission in respect of the Management Service)

2.1.3

Commission during the Continuation Period will remain payable in circumstances where the tenant remains in occupation and there has been no replacement tenant, change of occupier, assignment, new guarantor, substantial variation, substantial re-documentation or new letting work.

2.1.4

If there is a replacement tenant, change of occupier, new guarantor, material variation or substantial re-documentation, then the tenancy will be treated as a new letting and therefore Commission will apply at the rates set out a 2.1.1.

2.2 ADDITIONAL FEES

2.2.1

In addition to the Commission, Ashmore Residential shall be entitled to charge and recover from you such additional fees, costs, expenses and disbursements as are reasonably and properly incurred in connection with the provision of the services under this Agreement, provided that Ashmore Residential shall obtain your prior written approval before incurring any such additional charges (except in the case of emergency works or where otherwise expressly authorised under this Agreement).

2.2.2

A schedule of additional fees is set out at Schedule 1.

2.3 PAYMENT OF COMMISSION AND ADDITIONAL FEES

2.3.1

Where Ashmore Residential is instructed in respect of the Lettings and Management Service, we will deduct the Commission and additional fees as follows: -

- (a) we will deduct the Commission from the first rental payment of the tenancy agreement; and
- (b) On the expiry of the first 12 months of the tenancy, we will deduct the Commission at the reduced rate (as set out at clause 2.1.2, above) from the monthly rent and shall continue to do so on every 12-month anniversary thereafter throughout the Continuation Period; and
- (c) If the Commission exceeds the rental payment, the balance will be deducted from subsequent rental payment(s); and
- (d) Where additional fees are incurred, they shall be deducted from rental payments as and when they fall due.

2.3.2

Where Ashmore Residential is instructed in respect of the Lettings Service only, the Commission, including Commission payable during the Continuation Period, must be paid annually in advance. This will be invoiced to you by Ashmore Residential along with any additional fees due.

2.3.3

You will be liable to pay Ashmore Residential Commission even if you do not require Ashmore Residential to perform any additional services over and above the introduction of a tenant

2.3.4

The Commission is payable on the commencement of the tenancy.

2.3.5

Where any of Ashmore Residential fees and/or commission charges remain outstanding for more than seven days, Ashmore Residential may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Ashmore Residential is instructed.

2.3.6

Ashmore Residential's fees are payable on demand, as and when they fall due. Ashmore Residential reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.

2.4 REFUND OF COMMISSION

2.4.1

If the tenant terminates the tenancy agreement and the tenant vacates the property at any point throughout the duration of the tenancy, including during the Continuation Period, Ashmore Residential will refund the Commission on a pro-rata basis. This applies to both Commission paid in respect of the Lettings Service and the Management Service.

3.0 THE LETTINGS SERVICE

3.0.1

If instructed in respect of the Lettings Service, Ashmore Residential will undertake the following:

3.1 AGENT INSTRUCTION

3.1.1

We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.

3.1.2

However, by instructing Ashmore Residential as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Ashmore Residential to sign any of the necessary documentation on your behalf.

3.2 MARKETING

3.2.1

Ashmore Residential will provide pre-marketing advice regarding anticipated rental value and property presentation; prepare a strategic pricing recommendation; arrange professional photography; prepare a professionally drafted floor plan; create and publish a video tour and/or video marketing; market the property via online portals; promote the property through social media where appropriate; and erect a "To Let" board at the property where appropriate and permitted.

3.3 VIEWINGS AND OFFERS

Ashmore Residential will arrange to conduct viewings with potential tenants and report to you concerning offers received and negotiate them according to your instructions.

3.4 REFERENCES

3.4.1

Ashmore Residential will take reasonable steps to obtain information about the potential tenant; including attempting to verify the identity of potential tenants and obtaining references where applicable.

3.5 RIGHT TO RENT CHECKS

3.5.1

Ashmore Residential shall undertake initial Right to Rent checks on prospective occupiers in accordance with the requirements of the Immigration Act 2014 and any applicable statutory guidance in force from time to time.

3.5.2

Ashmore Residential shall be entitled to rely on the accuracy and authenticity of documentation and information provided by the occupiers and shall not be responsible for any losses, penalties or liabilities arising from inaccurate, incomplete, fraudulent or subsequently withdrawn information, save in the case of Ashmore Residential's negligence or wilful default.

3.6 TENANCY AGREEMENT

3.6.1

Ashmore Residential shall prepare an assured periodic tenancy agreement (or such other form of tenancy agreement as may be required) in respect of the property and arrange for its execution by the parties.

3.6.2

Ashmore Residential shall further ensure that all required statutory and compliance documentation is properly served on the tenant at the commencement of the tenancy, including (without limitation) the Gas Safety Certificate, Energy Performance Certificate and Electrical Installation Condition Report, in accordance with all applicable legislation.

3.7 INVENTORY & SCHEDULE OF CONDITION/ CHECK-IN SERVICE

3.7.1

Where instructed, Ashmore Residential will arrange for an independent contractor to draw up an inventory of your property's fixtures, fittings, and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord.

3.7.2

Under the Letting Service, the Landlord may elect to arrange for an inventory and check-in report themselves.

3.7.3

Ashmore Residential does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

3.8 TENANCY DEPOSIT

3.8.1

The tenancy deposit will be held in accordance with the terms of the tenancy agreement.

3.8.2

Where we are instructed to protect the deposit in connection with an assured periodic tenancy, the deposit will be held by Ashmore Residential in accordance with the requirements of The Housing Act 2004. Those requirements being that tenancy deposits must be protected in a government authorised

tenancy deposit protection scheme within 30 days of receipt of the deposit and prescribed information about the deposit must be served upon the tenant within 30 days of receipt of the deposit.

3.8.3

Ashmore Residential is a member of the Tenancy Deposit Scheme, which is a government authorised tenancy deposit protection scheme. Ashmore Residential will hold the deposit as stakeholder and shall arrange to protect the deposit with the scheme within 30 days of receipt of it.

Full details of the scheme may be found at www.tenancydepositscheme.com

3.8.4

Ashmore Residentials' administration fee for registration under the scheme is £60. Ashmore Residential takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

3.8.5

Ashmore Residential must follow the rules of the scheme. Such rules require that where there is a dispute over the deposit this must be referred for adjudication; and undisputed deposits must be released to the tenant within ten working days of termination of the tenancy.

3.8.6

Where the tenant disputes any proposed deductions and/or the matter is referred for adjudication, Ashmore Residential shall only undertake any additional work upon the Landlord's prior express instruction. Such work may include (without limitation) reviewing evidence, collating documentation, preparing submissions, liaising with the parties, responding to objections, and preparing a chronology.

No such work shall be commenced, and no fees shall be incurred, unless authorised in advance by the Landlord. Where so authorised, Ashmore Residential shall be entitled to charge at the rate of £90 per hour. Ashmore Residential shall provide an estimate of the anticipated timescales and shall not exceed that estimate without first obtaining your further authority.

If you would like to deal with the dispute yourself, you must inform Ashmore Residential of your preference to do so.

3.8.7

In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements outlined above and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Ashmore Residential against any claim by the tenant howsoever arising, because of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.

3.8.8

For all non-assured periodic tenancies, Ashmore Residential will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Ashmore Residential excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

3.9 COLLECTION OF RENT

3.9.1

Ashmore Residential will collect rent in accordance with the terms of the tenancy agreement.

3.9.2

The landlord may direct Ashmore Residential to stop collecting the rent by giving one month's notice in writing to the letting office in accordance with clause 6.11.

3.9.3

Where Ashmore Residential collects the rent, if the rent has not been paid five days after it falls due, Ashmore Residential will endeavour to notify the landlord at the earliest possible opportunity and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.

3.10 TRANSFER OF FUNDS TO THE CLIENT

3.10.1

Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within two working days.

3.10.2

In some cases, it may take up to five working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.

3.10.3

Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this to you.

3.11 UTILITIES

3.11.1

The landlord agrees that he/she will ensure that any standing charges for gas, electricity, council tax and water rates will be paid in full and final settlement during any void or interim period where the property is vacant. Ashmore Residential will provide details of the suppliers to the tenant who will be responsible to set up accounts in the tenant(s)' names and that all accounts for Gas and Electricity will be transferred to the tenant(s)' names for the duration of the tenancy unless the tenant elects to switch suppliers during this period.

3.12 CHECK-OUT

3.12.1

Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the Landlord as per Tenant Fees Act (2019).

3.13 EXCLUSIONS

3.13.1

Under the Lettings Service, Ashmore Residential will not undertake any of the management services set out under clause 4, below, unless expressly instructed in writing to do so.

4.0 THE MANAGEMENT SERVICE

4.1 THE MANAGEMENT SERVICE

4.1.1

If instructed in respect of the Management Service, Ashmore Residential will undertake the following in addition to the Lettings Service, set out above:

4.2 TRANSFER OF UTILITIES

4.2.1

Where provided with the necessary information, such as names of suppliers and utility account numbers, Ashmore Residential will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.

4.2.2

The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed, and it remains the tenants' responsibility to ensure that a new account is opened in their name. Ashmore Residential cannot be held liable if services are disconnected or are not transferred by the utility companies.

4.2.3

At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Ashmore Residential cannot be held liable should the service companies cut off the services for whatever reason.

4.3 KEY-HOLDING SERVICE

4.3.1

We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

4.4 INVENTORY & SCHEDULE OF CONDITION/ CHECK-IN SERVICE

4.4.1

Ashmore Residential shall arrange for an independent contractor to prepare an inventory of the property's fixtures, fittings and contents and to compile a check-in report at the commencement of each tenancy. The cost of such services shall be borne by you.

4.4.2

Ashmore Residential does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

4.5 REPAIRS AND MAINTENANCE

4.5.1

We will attend to the day-to-day minor repairs and maintenance of the property and its contents.

4.5.2

We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).

4.5.3

If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.

4.5.4

However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

4.5.5

For works requiring Client authority, Ashmore Residential will deal with matters of redecoration, renewal, replacements or repair up to £250 with Client's verbal authority (save in the case of emergency and/or when it is impractical to do so). Following the Client's written estimates or those provided by us as Agents, Ashmore Residential will organise and inspect works in excess of £500 for an additional administration and arrangement fee of 10% of the invoiced costs of works, such charge to be deducted from any monies received by us on the Client's behalf unless payment is received from the Client direct.

4.5.6

Insurance Claims: Lodge and process any insurance claim relating to the property on the Client's behalf. If supervision of repairs or redecoration are required, an additional fee of 10% of the cost of the works would be applicable as outlined in 4.5.5 above.

4.6 PAYMENT OF OUTGOINGS

4.6.1

A float of £500 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

4.6.2

We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

4.6.3

Where instructed by the landlord and where we hold sufficient funds, Ashmore Residential will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received by the Property Management department. We will endeavour to query any obvious discrepancies; however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

4.7 MANAGEMENT INSPECTIONS

4.7.1

We will undertake two inspections of the property per year. Following each inspection, a written report will be provided, supported by photographic and/or video evidence. However, it must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £100 will be charged for any additional visits or inspections requested.

4.8 RENT REVIEW

4.8.1

Ashmore Residential will assess the rent based on comparable market evidence available and, subject to your express instruction, will serve a Section 13 Notice to increase the rent in accordance with the statutory provisions of the Renters' Rights Act 2025.

4.8.2

The annual rent review, including comparables and recommendations, is included within the Lettings and Management Service. However, the preparation and service of a Section 13 Notice is not included and will be charged separately at £150.

4.8.3

Should you wish for Ashmore Residential to deal with any challenge from the tenant concerning the proposed rent increase, Ashmore Residential shall be entitled to charge additional fees in respect of the work required to address and respond to such challenge, which shall be charged separately.

4.9 CHECK-OUT AND DEPOSIT

4.9.1

We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for assured periodic tenancies, you must finalise any further deductions with us within ten working days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by the Tenancy Deposit Scheme which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by the tenant with the Tenancy Deposit Scheme regarding deductions made from the deposit, you agree for Ashmore Residential to transfer the disputed funds to the Tenancy Deposit Scheme within ten days of being asked to do so.

4.9.2

Ashmore Residential will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.

4.10 MANAGEMENT WHILE THE PROPERTY IS VACANT

4.10.1

During void periods, we may, subject to express agreement, continue to manage the property subject to the terms of our Interim Management Service, however, cannot be held liable for any loss and/or damage arising from fire, flood, or theft. If the landlord requires supplies to be turned off or disconnected during this period, Ashmore Residential must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.

4.10.2

Ashmore Residential charges in respect of the Service will vary according to a variety of factors including: the property size, the location, whether it is occupied or vacant; the length of management period required; whether keys are held; whether contractors require access; whether there are works, utilities or insurance matters unresolved. This service can be tailored to suit your individual requirements and therefore our fees for this service shall be negotiated individually on agreement.

4.11 PURCHASE OF ITEMS FOR PROPERTY

4.11.1

Ashmore Residential has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £60 per hour or part thereof.

4.12 DEALING WITH THIRD PARTIES

4.12.1

Ashmore Residential will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

4.13 INSURANCE

4.13.1

Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

4.13.2

We will notify you when we believe that damage to your property has resulted from an insured risk and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers and arrange for the repairs to be carried out upon your instruction.

4.13.3

Subject to the applicable eligibility criteria, rent guarantee or legal expenses Insurance may be available to you. Whilst we may introduce you to this service, we cannot arrange or procure such insurance on your behalf. Further information is set out at clause 6.16.

4.14 EXCLUSIONS

4.14.1

The Lettings and Management Service does not include the following services:

- a. The preparation of a notice to quit or commencement of legal proceedings;
- b. Commencement of any other legal proceedings in connection with the property;
- c. Court or tribunal representation;
- d. Preparation of Court or tribunal evidence;
- e. Preparation of licencing applications;
- f. Insurance claims administration;
- g. Management of major refurbishment projects;
- h. Complex dispute handling;
- i. Specialist legal, tax, planning, surveyor or building advice;
- j. Section 13 rent increase disputes;
- k. Any non-routine matter requiring additional time.

4.14.2

Ashmore Residential may undertake these services for an additional cost, subject to your express instruction in writing.

4.14.3

A schedule of the charges in respect of these additional services is set out at Schedule 1.

5.0 THE LANDLORD'S OBLIGATIONS

5.1 PERMISSIONS AND CONSENTS

5.1.1

The landlord warrants that consent to let from his/her mortgagees has been obtained, and

5.1.2

Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and

5.1.3

He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and

5.1.4

Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.

5.2 CONNECTED PERSONS

5.2.1

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself (ves). If you are or become aware of such an interest, you should notify Ashmore Residential immediately.

5.3 KEYS

5.3.1

Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office. We will charge you for this service at cost.

5.3.2

Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

5.3.2

Ashmore Residential's secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Ashmore Residential's liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

5.4 THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1998 (AS AMENDED)

5.4.1

Landlords must comply with The Gas Safety (Installation and Use) Regulations 1998, as amended in 2018. This requires that a valid Gas Safety Certificate must be provided and renewed every 12 months by a Gas Safe registered engineer.

5.4.2

Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

5.4.3

If Ashmore Residential is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred will be £60 that will be debited from the landlord's account.

5.4.4

If the tenant is remaining in occupation beyond the expiry of the original certificate, and Ashmore Residential has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred will be £60 that will be debited from the landlord's account.

5.5 THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 2016 AND THE ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTED SECTOR (ENGLAND) REGULATIONS 2020

5.5.1

The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

5.5.2

If Ashmore Residential is not provided with a valid Electrical Installation Condition Report (EICR) prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred will be debited from the landlord's account.

5.5.3

Where the tenant is remaining in occupation beyond the expiry of the original certificate and Ashmore Residential has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred will be debited from the landlord's account.

5.6 FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 AND (AMENDMENT) 1993 AND THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 2025

5.6.1

The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the

Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

5.6.2

The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy.

5.7 ENERGY PERFORMANCE CERTIFICATE (EPC)

5.7.1

All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Ashmore Residential can organise an EPC from an approved supplier at the competitive rate of £80.

5.8 OTHER SAFETY LEGISLATION

5.8.1

In addition to the statutory requirements set out above, it is the Landlord's responsibility to ensure that the property is compliant with:

- a. The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 which requires smoke alarms to be fitted on every floor and to be functioning and in date and carbon monoxide detectors to be installed where appropriate;
- b. The Health and Safety Executive Approved Code of Practice (ACOP) L8 'The Control of Legionella Bacteria in Water Systems' which requires regular risk assessments to be carried out;
- c. The Blind Cord Safety Regulation 2014 which require that all products must be supplied with child safety devices to prevent risks of strangulation; and
- d. Section 11 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 to ensure that the Property is maintained in good repair, free from damp and mould, and safe for occupation.

5.8.2

Ashmore Residential may instruct contractors and arrange works on your behalf, subject to the chosen service level. However, the Landlord remains legally responsible for compliance with all statutory requirements.

5.9 LANDLORDS RESIDENT OUTSIDE THE UK

5.9.1

The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

5.9.2

You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful, then once we have received written confirmation of their decision, we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax, and you must include it on your tax return.

5.9.3

Where a non-resident landlord does not have approval from HMRC, we charge £120 for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Ashmore Residential.

5.9.4

Ashmore Residential must be provided with a UK residential address for service. If we are not provided with a UK residential address, then we are obliged to assume that a landlord is non-resident, and we will operate the provisions of the scheme. Ashmore Residential will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Ashmore Residential office address.

5.9.5

Where we do not deduct tax, which should have been deducted under the scheme we are entitled to recover this money from you later, along with any other costs that are imposed on us by HMRC.

5.9.6

Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

5.10 THE PRIVATE RENTED SECTOR DATABASE AND THE PRIVATE RENTED SECTOR OMBUDSMAN

5.10.1

Upon implementation of the Private Rented Sector Database and Private Rented Sector Ombudsman (which is due to take place in late 2026), the landlord agrees to register to these services and will provide evidence of their registration to these services to Ashmore Residential.

5.11 NOTICE UNDER GROUND 1 AND 1A OF THE HOUSING ACT 1988 (AS AMENDED)

5.11.1

Under the Housing Act 1988 (as amended by the Renters' Rights Act 2025), landlords of assured periodic tenancies can serve notice upon their tenants if they intend to move back into or sell their property. However, landlords will not be able to serve this notice within the first 12 months of the tenancy and will be restricted from re-letting the property for a period of 12 months from expiry of the notice. This is known as the "protected period". Therefore, the landlord agrees:

- (a) To supply a copy of any notice served by the landlord or any previous agent in connection with the Property under Ground 1 or 1A; and
- (b) If the landlord has served a notice under Ground 1 or 1A, that they will not re-let or re-market the Property for the "protected period" of 12 months following expiry of the notice;
- (c) If the landlord wishes to serve notice under Ground 1 or 1A, they do not do so without prior reference to Ashmore Residential; and
- (d) Should the landlord fail to comply with the provisions of this clause or attempt to relet the Property with a new agent during the protected period, Ashmore Residential shall not be liable for any costs, losses, or fines sustained or incurred by the landlord as a result.

5.12 PETS

5.12.1

If the tenancy is an assured periodic tenancy, the landlord acknowledges that they must consider all requests for pets and must not unreasonably refuse them. The landlord also acknowledges that they must provide a response in relation to the request within 28 days of the request.

5.13 INDEMNITY

5.13.1

The landlord undertakes to keep Ashmore Residential fully and effectively indemnified in respect of any claim, demand, liability, cost, expense, or prosecution which may arise due to the failure of the landlord to comply fully with their statutory or contractual obligations as described in this clause 5 of the Agreement.

5.13.2

The landlord agrees to indemnify Ashmore Residential as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

6.0 GENERAL TERMS AND CONDITIONS

6.1 DISCLAIMER

6.1.1

Ashmore Residential will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments, or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

6.2 JURISDICTION

6.2.1

The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

6.3 DATA PROTECTION AND PRIVACY POLICY

6.3.1

Ashmore Residential is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of, Ashmore Estates Limited, 5 Netherby Gardens, Oakwood, Enfield EN2 7PA

6.4 VARIATION

6.4.1

Ashmore Residential may vary the terms of this Agreement from time to time upon giving 1 months' notice in writing in accordance with clause 6.11 of this Agreement.

6.4.2

If you require any changes to this Agreement, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Ashmore Residential and the landlord are each expected to do. If you want to make any changes to this Agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.

6.5 ENTIRE AGREEMENT AND VARIATIONS

6.5.1

Ashmore Residential intends to rely upon the written terms set out in this Agreement.

6.5.2

This Agreement govern the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

6.5.3

Each party acknowledges that in entering this Agreement, it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

6.6 FORCE MAJEURE

6.6.1

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

6.7 ASSIGNMENT AND OTHER DEALINGS

6.7.1

The landlord shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Ashmore Residential.

6.7.2

Ashmore Residential reserves the right to assign, transfer, or subcontract any of its rights or obligations under this Agreement to a new agent and/or third party, including any potential sale or assignment at any time from time to time.

6.7.3

The landlord irrevocably consents to each transfer and agrees that Ashmore Residential can make transfers using its rights under this Agreement without further consent provided that Ashmore Residential has served at least 28 days' notice in accordance with clause 6.11 of this Agreement.

6.7.4

If Ashmore Residential's rights and obligations are assigned, transferred or subcontracted under this clause, the new agent and/or third party will automatically assume all rights and obligations under this Agreement.

6.8 CONFIDENTIALITY

6.8.1

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

6.8.2

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Landlords, clients or Agents of the other party, except:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
- (b) as may be required by law, a court of competent jurisdiction or any Governmental or regulatory authority.

6.9 WAIVER

6.9.1

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement by law shall prevent or restrict the further exercise of that or any other right or remedy.

6.10 SEVERANCE

6.10.1

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Agreement is deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

6.11 NOTICES

6.11.1

Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal address (in any other case); or sent by email to:

- Ashmore Residential: info@ashmoreresidential.com
- [Name of Landlord]: [insert email address of Landlord]

Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

6.11.2

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

6.12 THIRD PARTY RIGHTS

6.12.1

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Terms and Conditions (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6.12.2

The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

6.13 CLIENT MONEY PROTECTION

6.13.1

In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019, Ashmore Residential is a member of a Government-approved Client Money Protection scheme. The details of Ashmore Residential's chosen scheme are: Propertymark Client Money Protection.

6.14 TERMINATION

6.14.1

This Agreement can be terminated after the Sole Agency Period has expired, by either party giving one month's notice to the other in accordance with clause 6.11 of this Agreement, such notice not to expire before the end of the first three months.

6.14.2

Without affecting any other right or remedy available to it, either party may terminate the Terms of Business with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of these Terms of Business and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

6.14.3

Termination of the services does not affect:

- a. Commission already due and payable;
- b. Additional fees due and payable;
- c. Any right to set-off against monies held.

6.14.4

On termination, we will:

- a. Notify the tenant of the change in payment instructions and management arrangements;
- b. Transfer any Client Money balance to you (less Commission and additional fees);
- c. Deliver a final statement of account;
- d. Return any keys and documents belonging to you; and
- e. Where the deposit is held by us, transfer or arrange transfer in accordance with relevant scheme rules.

6.15 CANCELLATION

6.15.1

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 a Landlord has the right to cancel the Agreement within 14 days of signing this Agreement without giving any reason provided the Landlord is an individual acting wholly or mainly outside his trade, business, craft or profession and the Agreement falls within the definitions (in each case, as defined in the Regulations) of an “off premises contract” or a “distance contract”.

6.15.2

To effect the cancellation, the Cancellation Form at page 21 of this Agreement should be served upon Ashmore Residential in accordance with clause 6.11 of this Agreement.

6.16 RENT GUARANTEE OR LEGAL EXPENSES INSURANCE

6.16.1

Subject to suitability, you may be eligible to obtain optional rent guarantee and/or legal expenses insurance through a third-party insurer. Ashmore Residential may introduce you to this service but does not arrange or procure such cover on your behalf.

6.16.2

Ashmore Residential does not warrant or guarantee acceptance for such cover, nor that any claim will be paid, as all applications and claims remain subject to the insurer’s own terms, criteria and conditions.

6.16.3

Where you are accepted for such cover, you shall comply with all terms and conditions imposed by the insurer in addition to the obligations set out in this Agreement.

6.16.4

You agree that acceptance for such cover may require enhanced tenant referencing, the cost of which shall be borne by you as an additional charge.

7.0 COMPLAINTS PROCEDURE

7.1.

Should you have any problems with Ashmore Residential's service which you are unable to resolve with the Negotiator involved or the branch/department Manager, you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 10 working days. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The

Property Ombudsman (TPO) within six months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

8.0 ACCEPTANCE OF THIS AGREEMENT

Before accepting this agreement, you should carefully read all the terms and conditions set out in this document. It is very important that you read and understand all the terms and conditions that will apply to this agreement before entering into this agreement. Only accept this agreement if you wish to be bound by all the terms and conditions it contains.

CONFIRMATION OF INSTRUCTION

Please confirm your instructions by returning this document with the sections below completed and signed.

Property to be let:	
Client Name:	
Permanent Address:	
Second Address:	
Telephone No:	
Email address:	
Mobile No:	
Ashmore Residential will act on a Sole agency basis for the above captioned property until further notice	
SERVICE LEVEL	
Letting Service: Commission payable at 10% of the yearly rent for the first 12 months and thereafter at the following rates for the duration of the tenancy: • 7% of the yearly rent for the first five anniversaries; • 6% of the yearly rent after the fifth anniversary; • 5% of the yearly rent after the sixth anniversary and thereafter.	
Management Service: Commission payable at an additional +5% of the yearly rent in addition to the Commission payable in respect of the Lettings Service, for the duration of the tenancy.	
Special Conditions:	
I/we wish to instruct Ashmore Residential in respect of the following service level and accept the rates of Commission and any special conditions set out above:	
• Lettings Service	☐
• Management Service	☐

I/We..... (full name(s) declare that I am the sole legal owner of the freehold/leasehold interest in the Property or

(b) I am /we are the joint owner(s) of the freehold/leasehold interest in the Property with (joint owner's name).

(c) I/We have read and accept these Terms and Conditions of Business and wish you to provide the service(s) indicated on the noted upon the Terms and Conditions stated herein.

(d) I/We understand and acknowledge the obligations under this Agreement. I accept and confirm that I have full responsibility to ensure that I comply fully with requirements before and during the letting of the Property.

Signed

Date

(for and on behalf of the Client)

Signed

Date

(for and on behalf of Ashmore Residential)

Cancellation Form

I understand that I may have the right to cancel this agreement within 14 days under the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 and confirm that I wish Ashmore Residential to commence marketing the property immediately.

This agreement complies with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which supersede the 2008 regulation.

This agreement complies with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, replacing earlier legislation.

To: Ashmore Residential

5 Netherby Gardens

Oakwood

Enfield EN2 7PA

Email: info@ashmoreresidential.com

I hereby give notice that I wish to cancel my contract for lettings and/or property management services with Ashmore Residential.

Client's Name: _____

Property Address (to which this agreement relates): _____

Date of Agreement: ____ / ____ / ____

Signature: _____

Date of Cancellation: ____ / ____ / ____

SCHEDULE 1: ADDITIONAL FEES

Service	Cost	Lettings Service	Lettings and Management Service
Service of Section 13 Notice	£150		
Additional tenant negotiation / rent increase dispute work after service of Section 13 Notice	By separate agreement		
Preparation for deposit dispute or adjudication	£90 p/hour		
Attendance at Court, tribunal or bailiff appointment	£400		
Replacement tenancy agreement or documentation after letting	£120		
Short let agreement	£100		
Deposit registration	£60		
Deposit re-registration	£40		
Licensing application and associated administration	£250		
Arrangement of Rent Guarantee insurance and/or legal expenses policy	£210		
Insurance-linked referencing if policy cannot proceed	£19.80 (Inc VAT)		
Credit checks	£10		
Additional inspections	£100		
Major works/ refurbishment co-ordination	10% of cost of works		
Non-Resident Landlord Returns	£120		
EPC arrangement	£80		
Copies of invoices and/or document retrieval	£100		
Key cutting	At cost		
Bank transfer charges	At cost		
Interim management	By separate agreement		
Specialist advice (including legal, tax, planning, surveyor or compliance advice)	At third party cost		
Refurbishment Service	10% of total cost		