

# Landlord Terms & Fees

Ashmore Residential's fees are set out in detail in the agreement below and you are reminded to read the terms very carefully. Ashmore's commission fees are set out in clauses 1.1 and 1.2 below.

Under the Terms and Conditions below, you will be liable to pay Ashmore's commission fees in respect of the initial period of the tenancy AND ALSO in respect of periods after the end of that initial period where the original tenant introduced by Ashmore remains in occupation, whether under a new agreement or by the initial agreement being extended or the tenant being allowed to hold-over (all of these being "Renewals"). Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

You will be liable to pay Ashmore Renewal Commission fees whether or not any Renewal is negotiated by Ashmore; even if any Renewal is negotiated by another agent; and even if you do not require Ashmore to perform any additional services over and above the introduction of a tenant.

The charge for continuing with Ashmore's services is 8% + VAT of the rent received by the landlord, or 12% + VAT if you require Ashmore's Management Service. This period will be referred to as the "Continuation Period".

## Scale of Fees for Long Term Lettings (initial term of six months or longer)

### Fees for period of initial tenancy agreement

1. Lettings and Management Service 15% + VAT
2. Lettings Service 10% + VAT

### Fees on the renewal of tenancy

1. Lettings and Management Service 12% + VAT
2. Lettings Service 8% + VAT

## Scale of Fees for Short Term Lettings (initial term of less than six months)

1. Fees for period of initial tenancy agreement 15%
2. Fees on the first two years' Renewals 10%

### Examples of fees:

On a 12 month managed long letting of £1,000 per month our total commission fees of 15% would be £1,800 + VAT (£2,160 inc VAT).

On a 12 month non-managed long letting of £1,000 per month our total fees of 10% would be £1,200 + VAT (£1,440 inc VAT).

On a four month managed short letting of £1,000 per month our commission fees of 15% would be £600 + VAT (£720 inc VAT).

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## 1.0 LETTINGS SERVICE

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### 1.1 INITIAL COMMISSION

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#### 1.1.1

In the event that Ashmore Residential introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Ashmore Residential ("Initial Commission"). See clause 3.4 regarding outstanding fees.

#### 1.1.2

The Initial Commission fee is payable on the commencement of the tenancy.

#### 1.1.3

The Initial Commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, subject to clause 1.1.5 below. The scale of Initial Commission fees charged is set out above.

#### 1.1.4

The Initial Commission fee is payable for any tenant introduced to the property by Ashmore Residential whether or not the tenancy is finalised by Ashmore Residential.

#### 1.1.5

If the tenancy agreement is terminated in accordance with a break clause, Ashmore Residential will refund any commission on a pro-rata basis for the remaining period of the tenancy. The commission will be refunded within 5 working days of the tenant vacating the property.

#### 1.1.6

If the tenant terminates the tenancy agreement prior to the end of the tenancy term and the tenant vacates the property, Ashmore Residential will refund the commission for the remaining period of the tenancy to the landlord to the extent that this is not recoverable from the tenant's deposit.

### 1.2 RENEWAL COMMISSION

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#### 1.2.1

Ashmore Residential will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension or renewal of the tenancy, if so required.

#### 1.2.2

In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Ashmore Residential ("Renewal Commission")

#### 1.2.3

The Renewal Commission fee is due and payable on the commencement of each Renewal taking place from the expiry of the Initial Agreement.

#### 1.2.4

Where a Renewal is for an agreed term, the Renewal Commission fee is charged as a percentage of the total rental value of that agreed term, subject to the scale of charges as illustrated.

### 1.2.5

Where there is no agreed term for a Renewal, the Renewal Commission fee is charged as a percentage of the total rental value as if the Renewal would be for the same duration as the Initial Agreement See also clause 1.2.7 in respect of rebates once the tenant vacates the property.

### 1.2.6

The scale of Renewal Commission fees charged is as set out above.

### 1.2.7

If the tenant vacates the property prior to the end of the period for which Renewal Commission has been paid in accordance with clauses 1.2.2 to 1.2.4 above, Ashmore residential will refund the commission for the remaining period. The commission will be refunded within 5 working days of the tenant vacating the property.

### 1.2.8

Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

### 1.2.9

Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement with the tenant is negotiated by Ashmore Residential.

### 1.2.10

Liability for Renewal Commission will come to an end once the property has been sold.

## 1.3 RENEWAL PERIOD

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### 1.3.1

We will endeavour to contact you prior to the end of the period set out in clauses 1.2.1 to 1.2.3 above to offer you the option of continuing Ashmore's services after the expiry of the period.

### 1.3.2

The charge for Ashmore's services during the Renewal Period (" Renewal Fee") is charged at 8% + VAT of the rent received by the landlord. If you require Ashmore's Management Service, the Renewal Fee is charged at 12% + VAT of the rent received by the landlord. Renewal Fees are due and payable on the commencement of the Period in accordance to the length of term.

### 1.3.3

When instructed to process rent and/or manage the property will deduct the Continuation Fee from the first rental payment of the renewal Period and if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).

### 1.3.4

Renewal Fees are payable for as long as the original tenant (or any of the original tenants) remains in occupation until notice is given pursuant to clause 1.3.6 below.

### 1.3.5

If the tenant vacates the property prior to the end of the period for which Renewal Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Ashmore Residential will refund the fee for the remaining period. The commission will be refunded within 5 working days of the tenant vacating the property.

### 1.3.6

Our obligations during the Renewal Period can be terminated by either side giving one month's written notice, such notice not to take effect before the start of the Renewal Period. If such notice takes effect more than one month prior to the end of the period for which Renewal Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Ashmore Residential will refund the fee for the remaining period. The commission will be refunded within 5 working days after the termination is effective.

### 1.3.7

Upon receipt of a valid notice in accordance with 1.3.6 all of Ashmore's obligations shall cease.

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## 1.4 PAYMENT OF INITIAL AND RENEWAL COMMISSION

### 1.4.1

Where Ashmore Residential collects the rent, we will deduct the commission fee as follows:-

- (a) we will deduct the Initial Commission fee from the first rental payment of the initial tenancy agreement; and
  - (b) we will deduct the Renewal Commission fee from the first rental payment of any renewal, extension, hold-over or new agreement.
- If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).

### 1.4.2

Where Ashmore Residential does not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.4 above.

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## 1.5 TENANCY AGREEMENT

### 1.5.1

The charge to the landlord for a long let tenancy agreement is £180 inc VAT. The charge to the landlord for a short let tenancy agreement is £120 inc VAT.

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## 1.6 COLLECTION OF RENT

### 1.6.1

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

### 1.6.2

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

### 1.6.3

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.

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## 1.7 TRANSFER OF FUNDS TO THE CLIENT

### 1.7.1

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.

### 1.7.2

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.

### 1.7.3

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.

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## 1.8 REFERENCES

### 1.8.1

Where the initial term of the letting is for a period of less than six months, Ashmore Residential will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Ashmore Residential will obtain references on prospective tenants.

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## 1.9 AGENCY

### 1.9.1

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.

### 1.9.2

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.

### 1.9.3

By instructing Ashmore Residential to hold an Open House, you are appointing us as your sole agent for a period of four weeks from the date of this instruction. Where we act as your sole agent you are agreeing to give us the sole and exclusive right to let your property. This means that you will be liable to pay us commission as set out in clause 1.1 and clause 1.2 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.

## 1.10 ELECTRONIC DOCUMENTATION

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### 1.10.1

Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

## 1.11 INVENTORY & SCHEDULE OF CONDITION/ CHECK-IN SERVICE

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### 1.11.1

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.

### 1.11.2

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.

## 1.12 CHECK-OUT

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### 1.12.1

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 tenant unless the tenancy agreement states otherwise.

## 1.13 DAMAGE DEPOSIT

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### 1.13.1

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

### 1.13.2

Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Ashmore Residential in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Scheme. Under this scheme, undisputed deposits must be released to the tenant within ten working days of termination of the tenancy. Ashmore Residential's administration fee for registration under the scheme is £25 inc VAT. Full details of the scheme may be found at [www.tds.gb.com](http://www.tds.gb.com) Ashmore Residential takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

### 1.13.3

For all non Assured Shorthold 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.

### 1.13.4

In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements 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, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.

## 1.14 THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1998

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### 1.14.1

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.

#### 1.14.2

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 debited from the landlord's account.

#### 1.14.3

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 debited from the landlord's account.

### **1.15 THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

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#### 1.15.1

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.

#### 1.15.2

If Ashmore Residential is not provided with a valid certificate 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.

#### 1.15.3

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.

### **1.16 FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 AND (AMENDMENT) 1993**

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#### 1.16.1

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.

#### 1.16.2

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 and any Renewals.

### **1.17 ENERGY PERFORMANCE CERTIFICATE (EPC)**

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#### 1.17.1

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 a competitive rate.

### **1.18 UTILITIES**

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#### 1.18.1

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.

### **1.19 INDEMNITY**

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#### 1.19.1

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 the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

#### 1.19.2

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.

## 1.20 LANDLORDS RESIDENT OUTSIDE THE UK

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#### 1.20.1

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.

#### 1.20.2

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.

#### 1.20.3

Where a non-resident landlord does not have approval from HMRC, we charge £120 inc VAT 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.

#### 1.20.4

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.

#### 1.20.5

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

#### 1.20.6

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

## 2.0 MANAGEMENT SERVICE

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### 2.1 MANAGEMENT SERVICE

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#### 2.1.1

The Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below.

#### 2.1.2

Our fee for the Management Service during the period of the initial tenancy agreement is 5% + VAT (6% inc VAT).

#### 2.1.3

Our fee for the Management Service on any renewal, extension, hold-over or new agreement with the tenant is 4% + VAT (4.8% inc VAT).

#### 2.1.4

The Management Service fee is taken monthly in advance. The minimum period of our appointment to manage the property is three months.

#### 2.1.5

The management agreement can be terminated after this minimum period by either party giving one month's notice to the other, such notice not to expire before the end of the first three months. On the expiry of such notice, we will revert to the Lettings Service and the commission fees payable will revert to those payable for the Lettings Service or those payable during the Renewal or Continuation Period, as appropriate.

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## **2.2 TRANSFER OF UTILITIES**

### **2.2.1**

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.

### **2.2.2**

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.

### **2.2.3**

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.

## **2.3 SHORT LETS**

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### **2.3.1**

Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

## **2.4 KEY-HOLDING SERVICE**

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### **2.4.1**

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.

## **2.5 REPAIRS AND MAINTENANCE**

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### **2.5.1**

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

### **2.5.2**

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

### **2.5.3**

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.

### **2.5.4**

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

## **2.6 PAYMENT OF OUTGOINGS**

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### **2.6.1**

A float of £250 (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.

### **2.6.2**

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.

### **2.6.3**

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.

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## 2.7 MANAGEMENT INSPECTIONS

### 2.7.1

We will undertake one inspection of the property each year. 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 inc VAT will be charged for any additional visits or inspections requested.

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## 2.8 CHECK-OUT AND DEPOSIT

### 2.8.1

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 ASTs, 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.

### 2.8.2

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.

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## 2.9 MANAGEMENT WHILE THE PROPERTY IS VACANT

### 2.9.1

During void periods, we will continue to manage the property, 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.

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## 2.10 PURCHASE OF ITEMS FOR PROPERTY

### 2.10.1

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 inc VAT per hour or part thereof.

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## 2.11 DEALING WITH THIRD PARTIES

### 2.11.1

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

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## 2.12 INSURANCE

### 2.12.1

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.

### 2.12.2

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.

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## 3.0 GENERAL NOTICES

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### 3.1 PERMISSIONS AND CONSENTS

#### 3.1.1

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

#### 3.1.2

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

#### 3.1.3

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

#### 3.1.4

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.

### 3.2 CONNECTED PERSONS

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#### 3.2.1

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.

### 3.3 COMMISSION AND INTEREST

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#### 3.3.1

Any commission, interest or other income earned by Ashmore Residential while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, tenant fees, EPC providers, contractors or inventory clerks, will be retained by Ashmore Residential .

### 3.4 OUTSTANDING FEES

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#### 3.4.1

The landlord agrees that, 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.

### 3.5 INTEREST

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#### 3.5.1

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.

### 3.6 VAT

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#### 3.6.1

All Ashmore Residential's commission fees and any other charges are subject to VAT at the prevailing rate of 20%.

### 3.7 KEYS

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#### 3.7.1

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 not charge you for this service.

#### 3.7.2

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 local 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.

#### 3.7.3

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.

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### **3.8 LEGAL PROCEEDINGS**

3.8.1

Ashmore Residential is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £360 inc VAT per day, or part thereof. Ashmore Residential will not accept service of legal proceedings on the landlord's behalf.

### **3.9 DISCLAIMER**

3.9.1

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.

### **3.10 JURISDICTION**

3.10.1

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.

### **3.11 DATA PROTECTION AND PRIVACY POLICY**

3.11.1

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, Ashmore Estates Limited (trading as Ashmore Residential), Suite 7, 25-27 Heath Street, London NW3 6TR.

### **3.12 AMENDMENTS**

3.12.1

Ashmore Residential may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.

### **3.13 ENTIRE AGREEMENT AND VARIATIONS**

3.13.1

Ashmore Residential intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, 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.

## **4.0 COMPLAINTS PROCEDURE**

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### **4.1 COMPLAINTS PROCEDURE**

4.1.1

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.

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## 5.0 MISCELLANEOUS

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### 5.1 HEADINGS

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#### 5.1.1

The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

### **Declaration**

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

I understand that I may have the right to cancel this agreement 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.

**Before accepting this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of 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 of 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's name (block capitals).....

Permanent Address.....

Second Address .....

Telephone No..... Fax No .....

Email address..... Mobile No .....

Ashmore Residential will act on Sole /Multiple  basis for ..... weeks/until further notice.

<b>SERVICE</b>			<b>INITIAL</b>
Letting Service	10 %		.....
Lettings and Rent Processing Service	12.5%	↑	.....
Management	5%	↑	.....
Interim Management Service	£65	↑	.....
Visit Charge of £40.00 per visit			
Pre-let Service	£100	↑	.....
Copy Invoices Required	£100	↑	.....
Refurbishment Service	10% of total cost	↑	.....

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 the joint owner 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) noted upon the Terms and Conditions stated herein.

(d) understand and acknowledge my obligations pursuant to the Furniture and Furnishings (Fire, Safety) Regulations 1998 as amended 1993, the Gas Safety (Installation and Use) Regulations 1994 and the Electrical Equipment (Safety) Regulations 1994 and I accept and confirm that I have full responsibility to ensure that I comply fully with their 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 )*