

# LETTINGS TERMS OF BUSINESS

# CHESTERTONS

Property address: 137 Barrier Point Road, London, E16 2SE

Post Code: E16 2SE

Parking Bay / Garage Number:

Landlord(s):

Full names of all legal owners or company name: Arif Malik

Preferred contact number(s): 07962398202

Email address: Cusdermarto@yahoo.co.uk

Email address for financial statements: (if different from above)

Correspondence / Registered address: 33 woodlands drive

Post Code: Rh9 8hu

Service of notice address in England & Wales: (if different from above)

Post Code:

Bank account details (For international payments please refer to clause 7.18)

Bank: Santander

Acc. Name: MR A MALIK

Acc. Number: 39793116

Sort Code: 09-01-26

Are You or will You be classed as a non-resident (overseas) landlord for income tax purposes: Yes  No

(Please refer to clause 7.20 for more information)

You hereby appoint Chesterton UK services Limited trading as Chestertons as Your chosen Agent in connection with the Letting of the Property at the below service level(s):

Letting & Property Management:  Letting & Rent Collection:

Short Letting & Property Management:  Vacant Property Care:

Chestertons Protect: (Optional Product)   
(Only available where the Rent is up to £10,000 per calendar month and subject to separate terms of business)


As the:  Sole Agency ( 8 weeks) or  Multiple Agency to market the Property at £2300 per month

As the legal owner(s) of the Property You confirm that You have read and understood the Terms of Business contained within this Agreement. You confirm that You have obtained all necessary consents to let the Property from anyone with a legal or beneficial interest in the Property, that You understand Your legal responsibilities, that the Property complies with all the safety requirements, that You have all necessary licences and permissions for the letting You wish to enter into and that there is no prohibition on letting or marketing the Property.

You further understand that You may have the right to cancel this Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 within 14 days from the date upon which it was signed.

By signing this Agreement, You confirm that You wish for Chestertons to commence marketing the above Property Immediately within the cancellation period and that if You then cancel the Agreement, You will be liable for all charges that have been incurred up to the point of cancellation.

You accept that in signing this document You will be bound by its entire contents

Signed on behalf of any and all legal owners:  Signed by: Arif Malik  
ACD7CF5CC2A4B...

Print Name(s): Arif Malik

Date: 24-06-26 | 10:44 BST

Signed on behalf of Chestertons:  Signed by: Patrycja Baczek  
AB4DD07445544E0...

Print Name: Patrycja Baczek

Branch: Canary Wharf

Date: 23-06-26 | 11:52 BST

You should carefully read these terms and conditions and if you are in any doubt you should seek professional advice before signing.

Please find below a comprehensive list of what is included within each service level offered by Chestertons at the Fees set out within the Schedule of Fees. Please review this carefully before choosing which service level You wish to instruct Us on. Should You require clarification on any of the following information or want to add something outside of your chosen service level, do not hesitate to speak with a member of Your local lettings branch.

What's Included:	Property Management	Rent Collection	Short Letting
Sourcing tenants and negotiate and agree tenancy terms	✓	✓	✓
Market the property on our website, chosen portals, windows and social media	✓	✓	✓
Arrange professional photography, floorplans and videos	✓	✓	✓
Carry out accompanied viewings	✓	✓	✓
Provide regular Feedback	✓	✓	✓
Make formal demands for rent and chase unpaid amounts	✓	✓	✓
Chestertons protect available	✓	✓	
Carry out pre-tenancy checks at the Property (incl. smoke/fire alarm test)	✓	✓	✓
Carry out KYC and sanctions checks in line with our Anti-Money Laundering policy *	✓	✓	✓
Prepare all paperwork in relation to the tenancy*	✓	✓	✓
Collect deposit and collect first month's rent and transfer to the landlord after deduction of fees	✓	✓	✓
Carry out initial Right to Rent checks	✓	✓	✓
Erect To Let / Let Boards (subject to planning restrictions)	✓	✓	
Arrange comprehensive referencing of tenants and guarantors*	✓	✓	
Register the deposit (if held by us)*	✓	✓	✓
Provide financial reporting*	✓	✓	✓
Arrange termination communication with tenant	✓	✓	✓
Deal with all aspects of renewal negotiations and paperwork (contractual tenancies only)*	✓	✓	✓
Negotiate and arrange paperwork for Change of Sharer *	✓	✓	✓
Renew deposit protection (if held by us)*	✓	✓	✓
Provide annual market rent reports*	✓	✓	
Carry out Right to Rent re-checks*	✓		
Arrange routine repairs and maintenance	✓		✓
Manage tenant repair requests and arrange reports as needed	✓		✓
Property inspections during tenancy with detailed report	✓		✓
Serving of notices or arranging for external service (as appropriate)*	✓		✓
Arrange inventory check out	✓		✓
Notify utility companies and council to transfer accounts back to Landlord.	✓		✓
Assess any damage and dilapidations and prepare deposit schedule	✓		✓
Negotiate deposit release	✓		✓
Arrange post-tenancy works, repairs and cleaning	✓		✓
Maintain and arrange renewal of all safety records	✓		✓
Offer 24hr emergency helpline for tenants	✓		✓
Access to a dedicated property management team	✓		✓
Access to qualified and vetted contractors	✓		✓
Arrange pre-tenancy works and cleaning	✓		✓
Arrange inventory check in and move in	✓		✓
Preparation and attendance for First-Tier Tribunal Hearings*	✓		✓
Decent Homes Standard Assessment*	✓		✓
Managing damp and mould reports within legislative timelines*	✓		✓
Managing PRS data base & landlord redress scheme registrations*	✓		✓
Managing Pet requests and associated paperwork*	✓		✓

\*Fees Apply as detailed in the Schedule of Fees

When renting a residential property there are over 160 pieces of legislation You must comply with. Please find below a list of some of the most important legal responsibilities and requirements. The table below confirms which responsibilities and requirements Chestertons will carry out on Your behalf within each level of service. Should You need Us to take on a responsibility not included in Your chosen service level then please refer to The Schedule of Fees for the associated cost and speak with Your local branch for more details.

Landlord Responsibilities	Property Management	Rent Collection	Short Letting
Ensure that Your Property adheres to all changes in legislation.	Chestertons	Landlord	Chestertons
(The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022) Check smoke alarms and carbon monoxide alarms before the Tenancy.	Chestertons	Chestertons	Chestertons
(Housing Act 2004) Protect the Tenant's deposit with an approved scheme (if held by Us).	Chestertons*	Chestertons*	N/A
(Deregulation Act 2015) Provide the Tenant with the prescribed information and certificate relating to the security deposit (if held by Us).	Chestertons	Chestertons	N/A
(Deregulation Act 2015) Provide the Tenant with all the legally required documents pre-Tenancy.	Chestertons	Chestertons	N/A
(Immigration Act 2014) Confirm Tenants legal 'Right to Rent' prior to the start of the Tenancy.	Chestertons	Chestertons	N/A
(Section 3(2) of the Health and Safety at Work Act 1974) Ensure a legionnaires risk assessment is carried out before a Tenancy starts. (if requested)	Chestertons*	Landlord	Chestertons*
(The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989, 1993 and 2010)) Ensure the Property, furnishings and fittings meet fire standards and are safe for Your Tenant.	Chestertons	Landlord	Chestertons
(The Gas Safety (Installation and Use) (Amendment) Regulations 2018 & The Energy Performance of Buildings (England and Wales) (Amendment) Regulations 2021) Organise contractors to carry out the Gas Safety check and Energy Performance Certificate pre-Tenancy.	Chestertons*	Landlord	Chestertons*
(Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020) Ensure the Property is complaint with all legislation relating to the electrical installation and portable electrical appliances within The Property.	Chestertons	Landlord	Chestertons
(The Gas Safety (Installation and Use) (Amendment) Regulations 2018) Arrange for the annual Gas Safety Check during the Tenancy and provide a copy of the certificate to the Tenant within 28 days.	Chestertons*	Landlord	Chestertons*
(Immigration Act 2014) Check the Tenant's continued legal 'Right to Rent' throughout the Tenancy.	Chestertons	Landlord	N/A
Monitor the licence requirements with Your Local Authority, adhere to local property licencing schemes and any guidelines detailed on the licence.	Chestertons	Landlord	N/A
Apply for a selective, additional or mandatory House in Multiple Occupation (HMO) licence where required	Chestertons*	Landlord	Landlord
Issuing Renters Rights Act compliant tenancy agreements or serving required information leaflet on tenants.	Chestertons*	Landlord	Landlord
Complying with all Landlord responsibilities in relation to the Renters Rights Act in relation to Landlord Redress Scheme and Digital Property Portal.	Landlord	Landlord	Landlord
Comply with the terms of any relevant lease, mortgage or insurance policy relating to The Property.	Landlord	Landlord	Landlord

\*Charges apply as detailed in The Schedule of Fees.

## Schedule of Fees

Please find below a comprehensive list of Our letting Fees and Charges for Landlords. Should You require clarification on any of the following information, do not hesitate to speak with a member of Your local lettings branch. Also, note that all Fees are inclusive of VAT unless otherwise stated.

Landlord Charges – Letting Services	
Letting & Rent Collection	<u>8</u> % plus VAT (i.e. <u>9.60</u> ) of the agreed Rent payable 12 months in advance in full at the commencement of the Tenancy and annually at each anniversary date for the entire period the Tenant remains in occupation. <b>8% + VAT – 12 months only</b> Subject to a minimum of 12 months Fee
Letting & Property Management	<u>17</u> % plus VAT (i.e. <u>20.40</u> ) of the agreed Rent payable; monthly or according to the agreed Rent period for the entire period the Tenant remains in occupation. Subject to a minimum of 12 months Fee
Short Letting (inclusive of Property Management)	<u>26</u> % plus VAT (i.e. <u>31.20</u> ) of the agreed Rent payable for the entire Term and any Renewal / Extension due in full at the commencement of the Tenancy and any Renewal / Extension. Subject to a minimum Fee of £1,500.
Vacant Property Care	£250 plus VAT (i.e. £300) per month. Subject to a minimum Fee of £300.
Agreement and Arrangement Fees (Applies to all service levels)	
New Tenancy Agreement Fee	£300 plus VAT (i.e. £360) <b>£150 + VAT – tenancy agreement</b>
Comparable Market Rent Report including Section 13 notice or Memorandum of Agreement	£175 plus VAT (i.e. £210)
Managing tenant pet request including issuing a Memorandum of Agreement	£125 plus VAT (i.e. £150)
Referencing Fee	£50 plus VAT (i.e. £60) is payable in respect of each reference conducted for each individual Tenant, Occupant or Guarantor per Tenancy. <b>£50 + VAT reference per tenant</b>
Change of Sharer Administration Fee	£300 plus VAT (i.e. £360) (includes addendum, referencing, deposit registration, prescribed information and initial right to rent check)
Deposit Registration Fee	£60 plus VAT (i.e. £72) per annum.
Inventory Fees	The cost of an inventory make, check in and/or check out inspection is dependent upon the size of the Property, usually between £125 - £275 plus VAT per report and/or inspection.
Gas Safety Check Arrangement Fee	£50 plus VAT (i.e. £60) plus the cost of the safety check and cost of a Gas Boiler service for fully managed properties. (Where the Management service is taken, no arrangement fee will be charged in respect of Gas Safety checks)
Portable Appliance Test (PAT) Arrangement Fee	£50 plus VAT (i.e. £60) plus the cost of the test.
Fixed Electrical Wiring Test (EICR) arrangement Fee	£50 plus VAT (i.e. £60) plus the cost of the test.
EPC arrangement Fee	£50 plus VAT (i.e. £60) plus the cost of the EPC.
Legionnaires Assessment arrangement Fee	£50 plus VAT (i.e. £60) plus the cost of the assessment.
Smoke and Carbon Monoxide Alarms Installation Arrangement Fee	£50 plus VAT (i.e. £60) plus the cost of the alarm(s) and installation.
Dispute paperwork to be prepared and submitted to deposit protection scheme	£200 plus VAT (i.e. £240) per dispute
Deposit Dispute Copy Documentation Fee	£50 plus VAT (i.e. £60) per copy
HMO, Additional or Selective License Application Handling Fee	£500 plus VAT (i.e. £600) per application
Property Visits required to complete the licensing application process	£80 plus VAT (i.e. £96) per visit required
Right to rent re-check Fee	£250 plus VAT (i.e. £300) per check (Where the Property Management service is taken, the Right to rent re-check will be included at no extra cost.)
Furnishing / Refurbishing the Property	Arrangement Fee of 10% plus VAT (i.e. 12%) of total net VAT costs. Subject to a minimum Fee of £250.
Presentation Service	£60 plus VAT (i.e. £72) payable upon instruction & an arrangement Fee of 10% plus VAT (i.e. 12%) of the total expenditure. Subject to a minimum Charge of £250 plus VAT (i.e. £300).

Chestertons Protect	
Chestertons Protect Subject to a maximum Rental of £10,000 per calendar month. (Subject to separate terms of business)	The fee is based on the gross monthly rent as agreed in the tenancy agreement: Up to £2,000pcm - £60 incl VAT per month £2,001pcm - £3,000pcm - £75 incl VAT per month £3,001pcm - £5,000pcm - £100 incl VAT per month £5,001pcm - £10,000pcm - 4% incl VAT per month
Miscellaneous Charges	
Cancellation Fee	£1000 plus VAT (i.e. £1200)
Overdue Fees	Subject to interest of 5% above the base lending rate of Barclays Bank calculated on a daily basis from the day due until payment in full is made.
Deposit Transfer arrangement Fee	£60 plus VAT (i.e. £72) per transfer
AML, Sanctions, Identity and Ownership verification fee.	£25 plus VAT (i.e. £30) per person
Annual or Quarterly Landlord income and expenditure statements	£120 plus VAT (i.e. £144) per request
Additional copy statements	£50 plus VAT (i.e. £60) for a maximum of 6 statements & £5 plus VAT (i.e. £6) per additional statement
Transfer of funds to HMRC on behalf of Non-resident Landlords	£100 plus VAT (i.e. £120) per quarter
Same day payments and payments to overseas accounts	£20 plus VAT (i.e. £24) per payment
Miscellaneous Duties (Waiting at The Property, arranging key cutting etc.)	£80 plus VAT (i.e. £96) per hour
Significant amendments to the Tenancy Agreement	£250 plus VAT (i.e. £300) in addition to the New Tenancy Agreement Fee
Serving of a notice to quit (contractual tenancies only)	£150 plus VAT (i.e. £180) per notice
Liaising with legal advisors and preparing requested evidence for the serving of any section 8 notices.	£200 plus VAT (i.e. £240) per notice
Courts and Tribunals appearance	£150 plus VAT (i.e. £180) per hour
Preparation of witness statements or evidence for Tribunal claims.	£200 plus VAT (i.e. £240) per claim
Management of any pre-tenancy works	Subject to 10% plus VAT (i.e. 12%) arrangement fee of the total net VAT costs.
Management of works over £750	Subject to 10% plus VAT (i.e. 12%) arrangement Fee of the total net VAT costs.
Any additional work not set out in these Terms	£150 plus VAT (i.e. £180) per hour
Applicable to the Property Management Service	
Management of works under £750	Will be instructed without consultation with the Landlord unless otherwise instructed in writing.
Additional copy CDM reports	£50 plus VAT (i.e. £60) for each additional CDM report (excludes the first report provided)
Additional Property visits (2 per year included in service)	£80 plus VAT (i.e. £96) per visit

### Example Fee calculation

Based on an asking Rent of £1,000 per calendar month and a commission Fee of 11% (13.2% inc. VAT), You would pay commission of £1,584 per annum to Chestertons inclusive of VAT (please note this is an example only- the actual commission payable by You will be calculated based on the actual Rental achieved and agreed commission Fee).

### 1. DEFINITIONS

In these terms and conditions, the following words mean:

1.1 "Chestertons" / "Agent" / "We" / "Us" / "Our" / "the Agent" – The agent hereby instructed by You. Chestertons is a trading name of Chesterton UK Services Limited, registered office - 5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL. Company number 05334580.

1.2 "You" / "Your" / "Landlord" - The person(s) or company named above and any successors in title being the owner(s) of the Property.

1.3 "the Property" – The Property specified in this instruction or any part of it including any garage, outbuildings, fixtures, fittings, appliances and items of furniture listed in the inventory, but excluding any common parts

and excluded parts. This includes any other premises that the Landlord party to this agreement subsequently instruct Us to market.

1.4 "Tenant" / "Occupant" - Any person or persons contractually or through statute entitled to occupy The Property, whether on a tenancy, licence or any other basis. If the Tenant is a company, it shall include any subsidiary or parent company.

1.5 "Permitted Occupier" / "Occupier" - Any person, firm or company contractually entitled to occupy the Property and includes the Tenant but not anyone in occupation as a trespasser or without the Tenant and The Landlord permission

1.6 "Tenancy Agreement" / "Tenancy" / "Agreement" / "Memorandum of Agreement" / "Addendum" – the Tenancy Agreement or contract between You and Your Tenant to occupy the Property.

1.7 "Change of Sharer" – the formal replacement of one or more of multiple Tenant(s) with a new Tenant(s) taking over all the Tenancy liabilities or the addition of a Tenant/Occupier within the Tenancy Agreement.

1.8 "Periodic Tenancy" / "Occupancy" / "Term" – the formal or informal period where any Tenant or Occupant is contractually or through statute entitled to occupy The Property and remains in occupation of The Property.

1.9 "Rent(s)" / "Rental" – any payment made by the Tenant or anyone on behalf of the Tenant pursuant to the Tenancy Agreement and for use or occupation of the Property.

1.10 "Fee" / "Charge(s)" – the commission, fees or charges as detailed in The Schedule of Fees and any disbursements We make on Your behalf.

1.11 "Stakeholder" — In matters relating to the deposit, shall mean where the Agent holds the deposit as a quasi-trustee on behalf of both parties.

1.12 "Agent for The Landlord" — The Agent acts solely on instruction of The Landlord in matters relating to the deposit

1.13 "Guarantor" - Any person(s) or company providing a financial guarantee for Rent, damages or costs as set defined within the Tenancy Agreement.

1.14 "Short Letting" – any occupancy agreement for less than six months where the occupier is not using the Property as their main residence.

## 2. AGENCY

2.1 Our sole agency appointment has a minimum duration of 8.00 weeks from the date of appointment, to enable Us to find the most suitable Tenant for You. Our appointment will continue after the end of the 8.00 weeks until terminated. If You wish to terminate Our appointment, You must give Us 28 days' notice in writing, which cannot expire until after the end of the 8.00 week period.

2.2 Under a sole agency appointment the Fee will be due to Us if at any time a Tenant enters into any form of Tenancy Agreement for the Property; (a) who has been directly or indirectly introduced by Us during the period of Our agency whether physically, virtually or through a video link, or (b) with whom we had negotiations about The Property during the said period; or (c) who has been introduced by any other party during Our sole agency agreement or its termination period; or (d) who has become aware of the Property for rental as a result of Our marketing activity Our Fee is due regardless of whether or not We are the effective cause of the Tenancy.

2.3 In the event of the Tenancy ending, however this occurs, it is agreed that We will be re-instructed to find a replacement Tenant on a Sole Agency basis for a minimum duration of 8.00 weeks from the date of notice being served. If you wish to terminate our appointment, you must give us 28 days' notice in writing.

2.4 Under a multiple agency instruction the Fee will be due to Us if at any time a Tenant enters into any form of Tenancy Agreement for the Property who has been introduced by Us, become aware of the Property for rental due to Our marketing activity, or we have had negotiations about The Property on your behalf, regardless of whether We are the effective cause of the Tenancy.

## 3. OUR FEES & CHARGES

3.1 Our Fees for each service and Our additional Charges are set out in detail in The Schedule of Fees. These will be the agreed Fees and Charges that will become due as below, unless otherwise agreed by both parties in writing.

3.2 Our Fees are calculated as a percentage of the annual Rent payable for the entire period a Tenant remains in Occupation of the Property, including any extension, renewal or holding over of any original fixed term.

3.3 Our Fees will have a minimum period of 12 months which becomes payable upon the signing of the Tenancy Agreement.

3.4 The initial 12 months' Letting & Rent Collection Fee will be deducted in full at the start of the tenancy from the initial and subsequent Rental payment(s) received from or on behalf of the Tenant, or from any money due to the Landlord held in the client account (including but not limited to; tax rebate and agreed dilapidations paid from the deposit). At each annual anniversary of the commencement of the Tenancy a further 12 months of Fees will become due for as long as the Tenant(s) remain in occupation of the Property, and for your convenience we may agree to accept payment by equal monthly instalments throughout the subsequent 12-month period and thereafter. Instalments will be deducted pro-rata, from the Rental payments received from or on behalf of The Tenant, or from any money due to the Landlord held in the Client

Account (including but not limited to; tax rebate and agreed dilapidations paid from the deposit). In lieu of the same, the Fee is payable within 14 days of invoice by Chestertons.

3.5 Where You have opted for the Letting & Property Management service, for your convenience we may agree to accept payment of the initial minimum Fee by equal monthly instalments throughout the 12-month period and thereafter for as long as the Tenant(s) remain in occupation of the Property. Instalments will be deducted pro-rata, from the Rental payments received from or on behalf of The Tenant, or from any money due to the Landlord held in the Client Account (including but not limited to; tax rebate and agreed dilapidations paid from the deposit). In lieu of the same, the Fee is payable within 14 days of invoice by Chestertons.

3.6 The Short Letting & Property Management Fee will be deducted in full for the entire Term of the Tenancy Agreement and subsequent Term, from the initial and subsequent Rental payment(s) received from or on behalf of The Tenant, or from any money due to the Landlord held in the Client Account (including but not limited to; tax rebate and agreed dilapidations paid from the deposit). In lieu of the same, the Fee is payable within 14 days of invoice by Chestertons.

3.7 Our Fee remains due and payable for the entire period the Tenants or Occupiers introduced by Us remains in Occupation of the Property.

3.8 Where more than one Tenant or Occupier has been introduced by Us our Fee will be payable for any period that any of them remain in The Property.

3.9 Where a Tenant introduced by Us is replaced as a Tenant whether or not under a formal Tenancy Agreement or under the Change of Sharer process the Fee will remain payable to Chestertons for as long as the new Tenant continues to reside in The Property.

3.10 In the event that Your Tenant serves notice to end the Tenancy within the initial 12-month minimum term, then the remainder of all Fees and Charges due up to the end of the minimum term are still owed and must be paid in full. Subsequently, at Our discretion we may credit some or all of the Fee paid for the period from the date the Tenant vacated to the end of the minimum term to the Fees due for the new Tenancy. No credit or refund will be due where We are not re-instructed or successful in securing replacement Tenants.

3.11 Where the Tenants serves notice to end the Tenancy at any point due to the Property not meeting any statutory standard, having continued or consistent damp and mildew issues, failures from Yourself to authorise or complete reasonable maintenance request, or breaches by You of any legislative or contractual obligations, then the remainder of all Fees and Charges due up to the end of the minimum term or the end of the occupancy whichever is later are still owed and must be paid in full. Subsequently, there will be no refund or credit available.

3.12 If You decide to sell The Property or change the ownership of The Property during the Tenancy, then all Fees due up to the end date of the minimum term are payable immediately. Please ensure that We are notified of any potential sales or transfer of ownerships as early as possible to ensure a smooth transition.

3.13 If We arrange works or are required to carry out on Your behalf any waiting at properties, key cutting or other miscellaneous duties We will make a Charge as detailed in The Schedule of Fees.

3.14 All Charges are due and payable when incurred or requested by Us and We reserve the right to withhold any part of the Rental payment(s) received from or on behalf of the Tenant, or from any money due to the You held in the client account (including but not limited to; tax rebate and agreed dilapidations paid from the deposit) to meet these costs. In lieu of the same, the Charges are payable within 14 days of invoice by Chestertons.

3.15 The Landlord agrees to indemnify Chestertons as Agent against any costs, fees, penalties, expenses or liabilities incurred or imposed on Us including any fees or expenses We might incur in taking advice or pursuing You in respect of any breach of this Agreement, provided they were incurred on Your behalf in pursuit of Our normal duties.

## 4. OUR SERVICES

Please refer to the 'Our Services' table above for a comprehensive list of the services included in each level of service we offer.

### 4.1 Letting & Rent Collection

4.1.1 Where You instruct Us to act for You, we will fully market the Property to introduce prospective Tenants to You and negotiate terms between You and them for the Letting of the Property.

4.1.2 Once the Property has been let, the Tenant is requested to pay all Rental payments in accordance with the Tenancy Agreement directly to Chestertons. However, We cannot guarantee nor do We provide any warranty that the Tenant will pay in full or on time.

4.1.3 We will make a formal demand for and take all reasonable steps necessary (without issuing court proceedings) to collect the Rent.

4.1.4 Where the Rent has been outstanding for at least 3 working days, we will seek to contact the Tenant every 3 working days via alternating methods of email or telephone to encourage payment. At all times We will remain conscious to not harass the Tenants which may lead to negative results and to adhere to any confirmed Breathing Space's.

4.1.5 Once the Tenant is in sufficient arrears to allow possession proceedings to commence, We will encourage You to seek independent legal advice to start the appropriate action against the Tenants to recover possession and all outstanding debt. This will be entirely at Your own discretion and expense.

4.1.6 All written demands for Rent will include Your address and You will be copied into all correspondence.

4.1.7 Once the Rent is received, we will forward the net Rents to Your bank account within 10 working days and send regular Rent statements to You and/or Your nominated representative by email.

4.1.8 Where You request for Us to arrange any works, repairs, redecoration, furnishing or maintenance an additional arrangement Fee as detailed in The Schedule of Fees will be charged for works exceeding £750.

4.1.9 Should you request that the Tenants pay the rent to you direct, We will require 3 months' notice to change the service and advise your Tenant. All Fees due will be payable immediately. Our Fee will remain due until the Tenant vacates the Property and will be invoiced on an annual basis at the anniversary of the Tenancy start date.

#### **4.2 Letting & Property Management**

##### **(in addition to the services included in Letting & Rent Collection)**

4.2.1 Our Letting & Property Management appointment is for as long as the Tenancy continues. The minimum period of appointment is 6 months and subject to 6 months' notice in the first year and 3 months' notice after the initial 12 months to terminate Our appointment on either side.

4.2.2 Where You serve notice in accordance with the above clause, Our service level will be reduced to the Letting & Rent Collection service at the standard Fees and frequency as detailed in the Schedule of Fees which will remain payable until such time as the Tenant vacates the Property.

4.2.3 Where You instruct Us to act on Your behalf in regards to the management of The Property, it is Your responsibility to instruct Your insurance company, the freeholder/block management company, the local authority, etc. to send their accounts and invoices to Us. You will also need to provide the above with Your authority that We are able to contact and instruct them on Your behalf relating to matters affecting the Tenancy to ensure Our ability to effectively manage The Property.

4.2.4 A working balance of £750 will be payable at the point of instruction to meet any initial expenditure relating to The Property and Tenancy. The working balance will be maintained throughout Our appointment as Your managing agent, and we will not be able to undertake to meet any outgoings beyond the available funds held by Us on Your Account. The working balance will be held for 3 months after the end of the Tenancy or end of Our appointment on the property management service to ensure all Charges, the cost of minor repairs and other disbursements payable by You have been met.

4.2.5 We will pay out of Rents received current outgoings such as, ground rent, service charge, council tax, insurance premiums, maintenance charges or similar contribution to shared expenses and any expenses incurred in the maintenance and repair of The Property and will account to You regularly.

4.2.6 Where We are instructed to take on the management of The Property mid Tenancy, You undertake to keep Us fully and effectively indemnified in respect of any claim, demand, liability, cost, expenses or prosecution which may arise due to Your or the previous agent's failure to comply fully with their statutory obligations and responsibilities. You warrant to ensure all the relevant files, document, agreements and certificates for the Tenancy are provided to Us within 7 days of instructing Us.

4.2.7 From the day the Tenancy starts We shall deal with day-to-day management matters and where required without Your express authority instruct contractors, selected by Us, to carry out minor repairs and maintenance up to a maximum of £750 for any one item. Except in an emergency, wherever practical, estimates are obtained and submitted to You for approval in respect of works, redecoration, replacements or repairs likely to cost more than that figure. An additional arrangement Fee as detailed in The Schedule of Fees will be charged for works exceeding £750. If, in Our reasonable opinion, works are required to meet a legal obligation that applies to You or to Us, then You authorise Us to spend any reasonable sum to meet that obligation, without any further consent from You.

4.2.8 Where We are instructed to pay the service charge, ground rent and insurance premiums, We do not accept any responsibility for penalties, fines, interest or late payment charges levied on any such account; whether or not the late or non-payment is as a result of Us not receiving or receiving late the invoice or demand; whether or not the invoice or demand was sent to the wrong office or person; where there are not enough funds on Your account to meet the demand or any administrative errors by You or the party raising the charge. Although We shall do Our best to query any obvious discrepancies, it must be understood that We are entitled to accept and pay without questions, from the Rent received or the funds We hold on Your account, any demands, fines, penalties, interest or late payment charges when received. We cannot accept any responsibility for the verification of service/maintenance charge demands or estimates where applicable.

4.2.9 Where You have taken out a warranty on any of the appliances in The Property; Homecare cover from British Gas or any other insurance policy on the electrics, drains or plumbing, then on receipt of the relevant policies, We will endeavour to use these policies wherever practicable. However, it should be noted that if there is a delay in attendance of more than 24 hours by such a company then We reserve the right to send in Our approved contractor(s) to rectify the fault. It is important that You provide Us with details of any warranties prior to the commencement of The Tenancy or as soon as practicably possible after a warranty is taken out.

4.2.10 Our Property Management service will include non-expert investigation of defects, which come to Our notice or are clearly and adequately brought to Our attention by the Tenant. We offer 2 free property visits per annum, subject to permitted access by the Tenant. If instructed by You to do so, We shall visit The Property on a periodic basis at an additional Charge as listed in The Schedule of Fees. Please appreciate that any such visit can extend only to apparent and obvious defects and will not amount in any way to a structural survey or inventory report of The Property. We cannot accept liability for hidden or latent defects. If We are unable to gain access no liability will arise for any loss or defect that takes place at The Property. Where The Property is managed by Us and is subject to an HMO, Additional or Selective License, You agree that We may conduct an additional 2 property visits (4 in total) per annum where required in order to review and maintain license conditions at the Fee as detailed in The Schedule of Fees.

4.2.11 Chestertons has the authority to carry out any appropriate action related to all Statutes and Regulations currently in force and to incur such expenditure as they deem necessary to comply with the same. We may be required to carry out risk assessments or perform other statutory obligations before We are able to authorise repairs & works. You will pay Us all costs, claims, damages and expenses and other payments incurred or made under this authority or arising out of any breach or non-observance or non-performance by You of Statutory obligations or Regulations. Further, You undertake to ratify whatever We shall do in the performance of Our Property Management service and to pay Us all costs, claims, payments and expenses incurred by Us. Should any Fees, Charges or costs be owed to Chestertons or Our appointed contractors by You in this regard We reserve the right to deduct these in advance from the balance of any payment due from Us to You.

4.2.12 All contractors We employ on behalf of Our clients will have been carefully vetted by Us. They all carry their own liability insurance and are assessed for their quality of work, their reliability and their trustworthiness. However, We do not supervise any contractors and are not liable to You for any failure, damages or delay by a contractor or workmen.

4.2.13 Where We hold the Tenancy deposit in line with Our tenancy deposit scheme requirements then We will prepare a schedule of condition relating to dilapidations based on the inventory report at the end of the Tenancy. The recommendation of the apportionment of the Tenancy deposit for Your approval is in line with best practice laid down by professional bodies and the Tenancy Deposit Scheme to best avoid disputes and the need for arbitration.

#### **4.3 Short Letting & Property Management**

4.3.1 Where You instruct Us to market the Property for Short Letting, We will advertise the Property as a separate listing on all marketing platforms as being available for Tenancies of less than 6 months and inclusive of all bills. All the terms that apply to the management of The Property under the Full Management service will apply to this service except for the terms substituted or amended by the below.

4.3.2 Where a Tenancy is agreed, We will collect the full Rent payable for the entire Term of the Tenancy with any deposit to be paid upfront from the Tenant. Where there is a Renewal, Addendum, formal or informal continuation of the Tenancy, We will again collect the Rent payable for the full Term upfront.

4.3.3 Unless otherwise agreed in writing, it is Your responsibility to pay for the provision of WiFi and all utility bills including gas, electricity, water and council tax. It is The Tenant's responsibility to pay for any use of telecommunication. It is Your responsibility to ensure there is an operational internet line, modem, router and account at The Property for the duration of the Tenancy.

4.3.4 You will ensure that The Property is adequately furnished to facilitate such occupation. Should the furnishing following Our advice be insufficient then We will arrange for additional pieces of furniture to be delivered to The Property at Your expense.

4.3.5 As part of this service we may at our discretion sub-instruct third party agents to act as the host and advertise The Property on holiday letting platforms including but not limited to Airbnb and booking.com etc. (where appropriate) on a commission sharing basis (this will not affect the commission payable by You).

4.3.6 It is Your responsibility to check whether permission is required from the Superior Landlord, Local Authority or block management company in respect of Short Letting. Unless We are advised in writing of any restrictions or requirements, We will assume that any such permission is in place. Where any licence or other permission is required to carry out short letting then it is Your responsibility to obtain this.

4.3.7 We will not carry out any reference checks on the Tenant.

## 5. ADDITIONAL SERVICES AND PRODUCTS

### 5.1 Vacant Property Care

If The Property is vacant between tenancies, We are able to make fortnightly visits, deal with any minor maintenance issues and pay utility bills on Your behalf for a Charge as detailed in The Schedule of Fees. We will require the working balance of £500 to be maintained during this service. Should The Property be left empty for any period of time, We recommend that You inform Your insurance company accordingly.

### 5.2 Additional Services

We also offer a range of optional extra services and products which include presentation services, pre-tenancy works, refurbishment and furnishing services. The Fees and Charges for these extra services are detailed in The Schedule of Fees and should You want to instruct Us or obtain further information on these then please contact Your local branch.

## 6 DEPOSITS

6.1 As part of our services we will collect and hold a deposit from the Tenant as security against any unpaid rent, bills, dilapidations or costs, liabilities or losses caused by the Tenant during a Tenancy.

6.2 In the unlikely event that the deposit is inadequate to cover the value of any claim against a Tenant or Occupant for damage or loss, You accept responsibility for pursuing any further claim against them directly. You acknowledge the possibility that Occupants who reside abroad may be difficult to pursue in this regard and will not hold Us responsible for the conduct of any Occupant in relation to the apportionment of a deposit.

### 6.3 Assured and Assured Shorthold Tenancies only

6.3.1 Where instructed, We will hold your Tenant's deposit as stakeholder in Our nominated client accounts and insure it with an authorised Deposit Protection Scheme. Our chosen scheme is operated by The Dispute Service trading as Tenancy Deposit Scheme (TDS) and full details of the scheme can be found at: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com). We may at Our discretion and without further notice change and move deposits held to any other approved Deposit Protection Scheme.

6.3.2 At the end of the Tenancy we will release the deposit to the Tenant, once both You and the Tenant have agreed any and all deductions in writing or an appropriate third-party adjudicator or court has ruled how it should be allocated.

6.3.3 You consent on the signing hereof that We may include any fee or other monies properly due and payable by the Tenant to Us as part of the charges to be deducted from the Tenant's deposit and deduct such fees prior to paying over the Tenant's deposit to the Tenant.

6.3.4 If You decide to protect the deposit Yourself (or appoint another agent to do so), you must provide us with the following information before we will transfer the Deposit:

- Your chosen scheme membership number and the exact name on the account; and
- A valid deposit protection certificate complete with all relevant and correct details; or a confirmation of lodgement notification with a unique payment reference number.

You will fully indemnify Us in respect of any liability that falls upon Us in the event that You fail to register the deposit as required by Your chosen scheme's rules or to comply with the associated formalities. We do not guarantee that our Tenancy Agreement complies with the requirements of any other scheme and will not accept any liability for any loss suffered

if you fail to comply with the deposit protection legislation, current good practice or tenancy deposit protection scheme rules.

6.3.5 Where the deposit is held in Your nominated Deposit Protection Scheme, it is Your responsibility to serve and re-serve (where applicable) the prescribed information on the Tenant or any interested parties at all relevant periods in accordance with the applicable legislation. You will be responsible for dealing with the scheme administrators for the release of the deposit or any dispute.

6.3.6 Should you fail to protect a Tenant's deposit within 20 days of Us receiving it we reserve the right to register the deposit ourselves or to return the deposit to the Tenant. If we register the deposit and later transfer it to You or another scheme for any reason charges as detailed in the fees schedule will be applied to cover our administrative costs.

6.3.7 Should Chestertons cease to act as Your Agent We will have to transfer the tenancy deposit and terminate the protection. Accordingly, You are legally obliged to become a member of a tenancy deposit scheme, register the deposit and serve on the Tenant the applicable Addendum to contract with the changes, prescribed clauses and explanatory notes

6.3.8 If Chestertons is required to administer the transfer of the deposit, as outlined in clause 6.3.4, 6.3.6, 6.3.7 or 6.4.3 We will charge an arrangement Fee as detailed in the fees schedule.

### 6.4 Non-Housing Act 1988 Tenancies

6.4.1 For Contractual Tenancies and Short Letting Tenancies, Chestertons will obtain 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. The deposit will be held in accordance with the terms of the Tenancy Agreement and We may place the deposit in an interest earning account or accounts with Our UK bank from time to time. All interest earned on the deposit will belong to the Deposit Holder.

6.4.2 The Deposit may at our discretion be registered within a Deposit Protection Scheme. Where we register the Deposit, We will charge a Fee as detailed within the Schedule of Fees. We may at Our discretion and without further notice change and move deposits held to any other approved Deposit Protection Scheme.

6.4.3 The deposit may be held by Us as Stakeholder, registered with a Deposit Scheme or as Agent for The Landlord subject to the provisions set out below:

- The Landlord will not be entitled to any interest that accrues on the deposit.
- Deposits are returned to The Tenant under the terms of the Tenancy Agreement.

6.4.4 Where You elect to hold the deposit yourself, You hereby agree to indemnify Us against any costs, claims, damages or losses suffered in respect of any action taken by the Tenant to recover the deposit from Us.

### 6.5 Deposit Release

To allow Us time to process the deposit refund, We need to receive a final written instruction from You detailing any deductions that You require to be made from the deposit within 10 days of the end of The Tenancy. If We do not receive such an instruction, We reserve the right to release the entire deposit to the Tenant without deductions and You will need to liaise directly with the Tenant to recover any unclaimed deductions.

## 7. GENERAL

### 7.1 Ownership

We may carry out a Land Registry search on the Property and request further clarification on the ownership where needed.

### 7.2 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

7.2.1 Chestertons is subject to the Money Laundering Regulations and the UK sanctions regime. These regulations require us to verify the identity of customers and screen against relevant sanctions lists. Chestertons reserves the right to employ third parties for the purposes of verifying identity and undertaking sanctions checks. If You are not prepared to comply with Our policy and procedures, then We reserve the right to refuse to act for You or to decline to act further, without waiver of any sums We are entitled to under this agreement.

7.2.2 Where We employ a third party for the purpose of verifying Your identity and screen against relevant sanctions lists, the ongoing reports, notes and comments is our intellectual property, and we are not able to share these with Yourself regardless of if You have paid for the check to be completed.

### 7.3 Data Protection

We may disclose personal information on You to including but not limited to other agents or suppliers of services, utility providers, local authorities etc. where there is a legitimate interest to do so. We will only use Your personal information in accordance with Our Privacy Policy. We will record

and retain sensitive personal data, and You are entitled to request a copy of all data held about You and to have the same amended if found to be incorrect. Further details can be found at <https://www.chestertons.co.uk/privacy> or which can be provided upon request. As regards tenant or occupier data We are independent data controllers alongside You.

You and We both agree to:

- Process personal data lawfully, fairly, and transparently.
- Ensure data is accurate, kept up to date, and retained only as necessary.
- Implement appropriate technical and organisational measures to safeguard personal data.

Data shared under this Agreement shall be limited to what is necessary for the agreed purposes and both We and You shall maintain appropriate security measures to protect personal data. Should You or We become aware of any data breach affecting personal data which is shared then You and We mutually agree to inform one another without delay.

If personal data is transferred outside the UK, each party shall ensure appropriate safeguards are in place. Personal data shall be kept confidential and not disclosed to unauthorised third parties.

Both You and We shall:

- Respond to data subject requests (e.g., access, rectification, erasure) in accordance with the UK GDPR.
- Cooperate where necessary to facilitate the exercise of data subject rights.

#### 7.4 Marketing and Marketing Material

When You place The Property on the market with Us:

7.4.1 We will proactively contact all prospective Tenants on Our extensive applicant, relocation agents' and corporate databases, to arrange appropriate viewings. From time to time this may include sharing the details with other agencies within the Champions Group or utilising the lonres.com platform (agent listing site) to inform other lettings agents and share details of The Property to generate interest from their applicant databases (where appropriate) on a commission sharing basis (this will not affect the commission payable by You)

7.4.2 Unless We hear from You to the contrary, We will at our discretion post the details (photographs, films, etc.) of The Property in Our windows, on Our website, social media accounts (including but not limited to Instagram, X (formerly Twitter), Facebook, TikTok and LinkedIn), YouTube channel and all other website portals which We advertise on; at events We sponsor and attend and discuss advertising opportunities to secure editorial through Our in house & retained PR consultants (where appropriate)

7.4.3 We will at our discretion arrange for appropriate media to be created which may include but not limited to high-resolution pictures, video walk through, floorplans, CGI enhancements etc. to be used in Our property details.

7.4.4 You agree that We can use all the marketing material (including but not limited to internal/external photographs and video walk through) and property details created by and for Us for future marketing including after the transaction has been completed.

7.4.5 Where allowed We will erect a "To Let" and "Let By" board outside The Property.

7.4.6 We retain copyright in and ownership of all documents, drawings, maps, reports, photographic and other records produced by and for Us, including this agreement.

#### 7.5 Preliminary Monies (Holding Deposits)

Prior to progressing the Tenancy further at Our discretion, We may collect from the prospective Tenant, preliminary monies of one- or two-weeks' Rent (depending on offer and tenancy type), which is deductible from the initial Rent, payable by the Tenant, at the commencement of the Tenancy. Please understand that the payment of the sum does not guarantee that the Tenancy will proceed, nor does it constitute the granting of a Tenancy. In the event that You withdraw from the proposed Tenancy then the initial monies paid by the Tenant will be refunded to them in full. Should the prospective Tenant either withdraw their offer, fail their right to rent check or fail referencing due to the provision of incorrect or misleading information, the preliminary monies will be retained by Chestertons and used against initial costs (reference checks, tenancy agreements, AML checks etc.) incurred by Us

#### 7.6 Landlord and Tenant Act 1987 and Notices

If Your address is outside of and You have no other address within England and Wales, then We must provide the Tenant with an address within England and Wales, to which notices (including Notices in proceedings) may be served on You. Unless otherwise instructed, We will use Chestertons, 5<sup>th</sup> Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL for this purpose during such period as We manage the

Property and while a Tenancy is in place. We will use Our reasonable endeavours to forward any notices to You promptly, but We cannot accept liability for any loss or expense incurred directly or indirectly. Where We do not manage the Property We are not able to use Our address.

#### 7.7 Warranty from Landlord to Agent

7.7.1 You agree to indemnify Us against any other costs, expenses or liabilities, whether civil or criminal, incurred or imposed on Us as a result of Us providing services to You.

7.7.2. You warrant that all material information provided to Us by You in relation to The Property is accurate and complete.

7.7.3. You warrant that The Property and any fixtures, fittings, appliances and furnishings are, to the best of Your knowledge and belief available to view and let in a safe working condition and in compliance with the relevant consumer and safety regulations applicable to residential let property.

7.7.4. You warrant that You have all applicable consents and permissions from the Superior Landlord, mortgagees or other Charges, holders of joint legal or beneficial interests, insurers and any other party with an interest in The Property to let The Property through Us.

7.7.5 You hereby warrant to inform Us straight away of any change in ownership, ownership structure or sale that affects The Property.

7.7.6 You hereby warrant to Us that You will inform Us of any CCTV or video capturing devices installed within The Property so that we can inform prospective Tenants of such. Where these devices are operational whilst viewings are being undertaken, some Tenants may refuse to enter, and You will have to keep the data collected in line with the provisions set within the Data Protection Act 2018. You will indemnify Us against any and all legal proceedings that may arise as a result of Us not being aware of these devices or Your potential breaches of data protections legislations.

7.7.8 You warrant that in the event a holding deposit, damage deposit or portions of these is paid to You by Us and the Tenant subsequently raises a claim for said funds from Us that you will repay the funds received to Us without delay.

7.7.9 You warrant that in the event where You instruct Us to arrange a contractor to attend to The Property and they are unable to gain access, You will pay the call out charge (if any) levied by the contractor, except where the failure to gain access is a direct result of Our negligence.

7.7.10 If Chestertons is asked to serve or arrange service of notices seeking possession or negotiate with the Tenant regarding possession then We will do so based on information provided to Us by You, You warrant that the reasons You give Us for seeking possession are true to the best of Your knowledge and belief, and You will keep Us fully indemnified against any costs, charges, fees or penalties, including any legal advice We may reasonably need to take as a result of any inaccuracy in the reasons You provide to Us.

#### 7.8 Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on Your property. We can arrange an EPC on your behalf at a cost as detailed in The Schedule of Fees. It is also a legal requirement for the EPC rating to be an E or above. If the EPC rating is an F or G, We will not market Your Property unless You are able to provide satisfactory evidence that a permitted exemption has been obtained.

#### 7.9 Referencing

Please note that while Our reference and credit check process is comprehensive it provides no guarantee as to the behaviour of the Tenant or that they will pay the Rent. We can take no responsibility or accept liabilities for any failure on the part of the Tenant to observe the terms of the Tenancy Agreement or comply with any obligation imposed by law. Please refer to Our Chestertons Protect scheme to protect future rental payments.

#### 7.10 Tenancy Agreement

7.10.1 Unless We are instructed otherwise, We will use Our standard form of Tenancy Agreement. In the event of You or Your solicitor amending or checking the wording of the Chestertons Tenancy Agreement, You will be liable for an increased Fee as detailed in The Schedule of Fees in connection with the additional work. Should You instruct Your solicitors to prepare an Agreement, You will be responsible for their fees. We cannot check non-Chestertons Tenancy Agreements (including, but not limited to relocation agents and corporations Agreements) which have been prepared by other firms. In this instance, You are advised to seek independent legal advice.

7.10.2 We may, if necessary, sign the relevant statutory documentation and Tenancy Agreement and exchange contracts on Your behalf. By instructing Chestertons as Your Agent, in circumstances where You have confirmed verbally that You wish to proceed with a Tenancy, and for

example We cannot obtain written confirmation or need to proceed quickly, You authorise Chestertons to sign any of the necessary documentation on Your behalf.

### 7.11 Annual Rent Review & Extensions

**7.11.1 Assured and Assured Shorthold Tenancies** - Three months prior to the annual anniversary of the start of the Tenancy We will contact You and Your Tenant to provide an up-to-date market rent appraisal and discuss your requirements. Our dedicated team will liaise between You and the Tenant, then serve the appropriate notice or issue the required contracts to increase the Rent. Our Fee as detailed in The Schedule of Fees will become due upon the issue of the up-to-date market rent report. Please be advised that the Tenants may be able to challenge any increase in Rent through the First Tier Tribunal and We provide no guarantees in relation to them accepting or honouring the payment of the Rent set out within the notice served or contracts issued. We will contact the Tenant regardless of receiving instructions from You.

**7.11.2 Non-Housing Act Tenancies** - Towards the end of the initial fixed Term We will contact You and the Tenant to discuss both your requirements. Our dedicated tenancy management team will liaise between You and the Tenant, review the rent in line with current market conditions and agree a new Term. We will contact the Tenant regardless of receiving instructions from You.

### 7.12 Serving of Notices.

**7.12.1** We do not offer the service of any notices for possession under Section 8 of the Housing Act regardless of the grounds You intend to rely. Where You wish to regain possession under one of the available grounds You will need to engage independent legal advisors to review and issue the required notice for You at Your own expense. Should You require any referrals to such advisors then please contact Your local branch.

**7.12.2** Where your legal advisor requires witness statements, evidence packs, rental statements and any other tenancy related documentation to prepare for serving the appropriate notice, We will liaise with them and use Our reasonable endeavours to collate the items We hold in our possession. The Fee for this is detailed in The Schedule of Fees and is payable in advance prior to us sharing the requested information.

**7.12.3** Where Your tenancy type allows and, on Your instructions, We will arrange for the serving of the appropriate notice (Notice to Quit) on the Tenant with the intention of delivering vacant possession of The Property. We will also sign the relevant notice on your behalf unless You inform us otherwise. Such notices will only be served in accordance with the terms of the Tenancy Agreement and on occasion independent legal advice may be required at Your expense. The Fee for the serving of such notices and liaising with independent legal advisors are detailed in The Schedule of Fees and is payable in advance prior to the notice being served

**7.12.4** You will be required to ensure that the latest Gas Safety Certificate and Energy Performance Certificate are made available to Us prior to Your instruction to serve notice upon the Tenant. In addition, in the event that You have received an improvement notice from Your Local Authority in respect of the condition of The Property you may be unable to issue notice upon the Tenant for a minimum of six months after the serving of the improvement notice. We will not be responsible for any loss that You suffer for any delay in the issuing of notice due to the unavailability of the above-mentioned document or where an improvement notice has been issued.

**7.12.5** In respect of all Tenancy types We cannot guarantee that the Tenant will vacate on the end date of the Tenancy and in such circumstances court proceedings are nearly always required to obtain vacant possession.

### 7.13 Reimbursement of Rent

Under legislation, You may be required to repay Rent to the Tenant in the event that You require them to give up possession before the end of a period of the Tenancy. We will not be responsible for any repayment where the Rent has already been paid to You by Us on the Tenant's behalf or directly by the Tenant. You therefore agree to indemnify Us against any action taken by the Tenant to recover any Rent that You are in receipt of and that is lawfully due to be repaid to them.

### 7.14 Utilities and Council Tax.

**7.14.1** Unless otherwise agreed We will instruct a third-party company to notify the service companies (telephone, satellite, cable, gas, water and electricity etc.) and the local authority for council tax, at the commencement and termination of the Tenancy of the change of details.

**7.14.2** Some utility providers will not take instructions from a third party or remove Landlords from the accounts, keeping You liable in the event the Tenants do not keep the accounts up to date. If the supplier to the Property operates in this manner, please let Us know at the point of instruction. In the scenario where it is not possible to remove You from the accounts, we cannot be held liable where Tenants fall behind with payments and You have to make payment of the outstanding charges

and/or any late payment fees added to the account. However, You will be able to attempt to claim this from the Deposit as part of the Deposit return procedure.

**7.14.3** In the instances where Your Property is within a building which operates a communal heating and hot water system and the cost is raised to you within your service charge, You will not be able to recharge this to the Tenant where there is no meter system in place to monitor actual usage. For the avoidance of doubt, where the charge is based on the square footage of the Property it is unlikely that you will be able to recharge this to the Tenant and We would recommend adding provisions into the Rent to cover this.

**7.14.4** In the instances where the utility providers disconnect the supply of gas, electricity or water to the Property when there is a change of Occupier, You will be liable for the cost of the reconnection as charged by the providers. Where this is the situation, You are responsible for informing us accordingly at instruction so that the change of Occupier notifications can be managed appropriately to try and ensure scenarios of loss of supply or no supply when the Tenants move in is mitigated.

### 7.15 Referral Fees

Referrals made by Us to contractors, utility transfer services or any other third party while carrying out Our duties, may result in commission, interest or other income which will be retained by Us. The fee paid could be up to 20% of the net invoice amount depending on the service provided, the details of which are available upon request. You consent and agree that We may retain these fees and that We are not required to account to You for them. This will not affect the final amount payable by You.

### 7.16 The Rent

**7.16.1** Unless otherwise agreed, the Rent quoted to a Tenant by Us on Your behalf must be inclusive of all out-goings for which You are responsible (ground rent, service charges etc.) with the exception of Gas, Electricity, any Telecommunications Service(s), Water charges and Fuel Oil where there is an independent oil fired heating system. Any Rent requested by Us on Your behalf will not include reference to Council Tax. This charge will normally be levied separately on the Occupants of The Property but in some cases Local Authorities may wish to charge You. However, with Short Lets some or all of the above bills are included in the Rent.

**7.16.2** Unless You instruct Us in writing to the contrary the Tenant shall pay the Rent to us on Your behalf, where possible by a Standing Order. However, You are advised that by accepting rental payment by Standing Order (which can only be set up & terminated by the Tenant) should the Tenant breach any of the terms of the Tenancy Agreement whereby You seek forfeiture of the Tenancy and repossession of The Property, the continued payment of Rent by the Tenant under the Standing Order may be deemed to be a waiver by You of the Tenant's breach. Immediately following any breach, the Tenant must be notified by You (in the event that We do not manage or collect the Rent for The Property) that monies received by Standing Order are to be regarded as "mesne profits".

**7.16.3** Where We neither manage the Property nor collect the Rent and We receive Rental from the Tenant after Our Fee has been paid, then We will return the Rental to the Tenant for them to send to You directly.

### 7.17 Interest and Client Accounts

Any interest earned by Us on any monies held on Your behalf such as working funds or deposits or monies in transit will not be credited to Your account but will belong to Us. The client accounts terms may vary attracting no interest or higher rates than available to consumers if a fixed-term high-interest client account is used by Us It should be noted however that no charges will be raised in respect of the banking cost incurred by Us in operating the Client account. Client monies are banked in the main Client account with **Barclays Bank, Account Name: Chesterton UK Services Ltd, Account Number: 60997781, Sort Code: 20-74-71.**

### 7.18 Payments

**7.18.1** Present banking arrangements are such that it is necessary for Us to allow approximately 10 working days from the receipt of cleared funds into Our account before transferring monies to clients' accounts. Any monies dispatched will be without prejudice to final clearance. Should You require any funds due to You to be paid as a same day transfer a Charge as detailed in The Schedule of Fees will be due and accordingly the Charge will be deducted from the monies being transferred.

**7.18.2** Should you require any funds due to you to be paid to an overseas account, or same day payment to a UK account a Charge as detailed in The Schedule of Fees will be due and accordingly the Charge will be deducted from the monies being transferred. Where you opt to receive Your overseas payment with no additional Charge through our partner Global Currency Exchange Network Limited (GCEN) trading as GC Partners, You will need to complete the confirmation of overseas payment instruction using the relevant form available from client accounts

### 7.19 Joint and Several Liability

If the Landlord forms more than one person all persons forming the Landlord are liable for Our Fees until all outstanding sums are paid in full; and each person forming the Landlord is liable for all such payment until it is paid in full.

### 7.20 Taxation

You will be liable for tax on income arising from letting The Property and must inform His Majesty's Revenue and Customs ("HMRC") that The Property is being let. The following points should be noted:

7.20.1 From 6 April 1996 letting agents, (or the Tenant where there is no rent collection agent), acting for a non-resident landlord (resides outside of the UK for more than 6 months per year) must deduct tax from the landlord's UK rental income and pay the tax to HMRC. This must be done for each quarter in the tax year. Letting agents and Tenants do not have to deduct tax from the rental income of a non-resident landlord if HMRC has written to approve the Landlord receiving the rental income without deduction of tax. Non-resident landlords can apply to HMRC for approval to receive their UK rental income with no tax deducted or complete the forms on the website which can be found by going to the HMRC link: [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent). Our HMRC Agent reference Number is 904/ NA038103 and registered address for this purpose is 40 Connaught Street, London, W2 2AB.

7.20.2 Approval from HMRC does not exempt You from paying tax on rental income it merely allows You to receive Your income gross and complete a tax return detailing all the income from rent together with the relevant expenses in due course. If We have to retain tax from the rental income and pass it to HMRC on Your behalf an administration Charge as detailed in The Schedule of Fees will be made.

7.20.3 You must notify Us of Your residency prior to the start of the Tenancy or where You move abroad during an ongoing Tenancy.

### 7.21 Instruction of Solicitors

You will be informed of any Rent arrears, deposit disputes or breaches of the Tenancy brought to Our attention. However, if legal action is required, You will be responsible for instructing Your own solicitor and for all fees involved. Where your legal advisor requires witness statements, evidence packs, rental statements and any other tenancy related documentation to prepare for serving the appropriate notice, We will liaise with them and use Our reasonable endeavours to collate the items We hold in our possession. The Fee for this is detailed in The Schedule of Fees and is payable in advance prior to us sharing the requested information.

### 7.22 Courts and Tribunals

Applications for fair rent or appearances before any court or tribunal will be by special arrangement only and will form the subject of an additional Charge as detailed in The Schedule of Fees and reasonable expenses. In the event that any Tenant issues Court proceedings against Us in regard to the deposit or any deductions from the deposit, then You will indemnify Us from and against the costs of the proceedings including Our solicitors costs and disbursements in full and an hourly Charge for Our staff in dealing with this matter at a rate as detailed in The Schedule of Fees.

### 7.23 Insurance

The Landlord is responsible for making their own arrangements to insure both the building (unless it forms part of the service charges payable for The Property); and any contents left in The Property including all fixtures and fittings. It is strongly advised that the Landlord's insurance policies include comprehensive public liability insurance cover in case of a claim from a Tenant or other third party. The Tenant must be made aware of any special conditions of the Landlord's insurance policy with which they must comply. Copies of the relevant sections of the policy should be given to Us prior to the start of the Tenancy. It is important that the insurance company is aware that The Property will be rented out otherwise any claim may be refused and the policy rendered void. The Tenant will be responsible for insuring their own contents.

### 7.24 Electronic Documentation

Contracts which have been signed electronically (either by fax, email, scanning or website authentication) are binding and admissible in evidence. For convenience, We may ask You, the Tenant (or any prospective Tenant(s)), the Guarantor to sign documentation electronically.

### 7.25 Reimbursement & Indemnity

You will keep Us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by Us from and during the time that We are or were acting on Your behalf unless it is due to Our negligence or breach of contract. For the avoidance of any doubt We reserve the right to have work carried out on Your behalf and to charge You for that work to ensure that You fulfil Your contractual and statutory obligations as a Landlord. Should any Fees, Charges or costs be owed to Chestertons by You We reserve the right to deduct these in advance from the balance of any payment due from Us to You.

### 7.26 Recall of Benefits

You agree to compensate Us within 14 days of a statement of account from Us for payment of all claims, costs, and expenses incurred as a result of repayments made by Us on Your behalf for any overpaid state-provided benefits. It will be Your responsibility to recover these monies from the Occupier.

### 7.27 Additional Fees

Any additional Fees, interest or other income earned by Chestertons while carrying out Our duties as Agent for The Property will belong to Us and be retained by Us.

### 7.28 Confirmation of Instruction

In the event of Us letting The Property on verbal instructions We reserve the right to withhold the balance of rental monies due to You until such time as You return to Us the signed Terms of Business. You are liable for all Our commission, Fees and other costs if We let The Property on Your behalf including any Renewal Fees even if Our Terms of Business which have been sent to You or left at The Property are not signed prior to Us letting The Property.

### 7.29 Cancellation Fee

Once an offer for letting The Property has been accepted by both parties and Tenancy Agreements prepared, (whether in final draft or not), You will be liable for a cancellation Fee as detailed in The Schedule of Fees in the event of the Tenancy not proceeding due to circumstances beyond the control of Chestertons. You should inform Chestertons immediately if You do not wish to proceed. Should the Tenancy Agreement have already been signed by You, You will not be able to withdraw from this and Our commission will be payable in accordance with these Terms of Business.

### 7.30 Acts of Third Parties

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

### 7.31 Proper Law and Jurisdiction

7.31.1 These Terms of Business shall be governed by and constructed in accordance with the laws of England & Wales and each of the parties submits to the exclusive jurisdiction of the English Courts.

7.31.2 Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this agreement, this agreement shall be read as if the appropriate gender had been used.

7.31.3 We reserve the right to assign Our rights and or obligations under this agreement upon giving You written notice.

### 7.32 Continuation and Variation

This agreement will continue until You or We formally terminate the agreement, and it is not bound to the term of an individual Tenancy. At any point and throughout the duration of the Tenant's stay in The Property We reserve the right to alter Our terms and conditions or administration Charges by giving You written notice.

### 7.33 Value Added Tax (VAT)

All Chestertons' commission or Fees and any other Charges are subject to VAT at the prevailing rate. All Charges quoted have VAT included where applicable.

### 7.34 Client Money Protection Scheme

Chestertons is a member of the Propertymark Clients' Money Protection Scheme, ensuring the security and protection of client funds. (More information: <https://www.chestertons.co.uk/client-money-protection>)

### 7.35 Disclaimer

Chestertons will carry out all services with reasonable care and skill. However, We are unable to guarantee the suitability of The Tenant, timely Rental payments or vacant possession at the end of the Tenancy and cannot be held liable by the Landlord for such events.

### 7.36 Termination of Contract

7.36.1 You may terminate the appointment of Chestertons under this agreement during the period of the Tenancy only if there is a fundamental breach of obligation by Chestertons. This entitlement to terminate is subject to You first providing Us with written notice of the fundamental breach of obligation and the steps required to remedy such breach and giving Us 7 clear days to remedy the breach. In the event of a lawful termination under this clause, You will have no continuing obligation to pay commission Fees of any kind. The provisions of this clause are separate to and distinct from any cancellation rights in clause 9 (if applicable), Your cancellation rights are not affected.

7.36.2 We have the right to terminate this Agreement in writing where You are in major breach of any of the terms contained in this Agreement or if You do or do not do something which makes it impossible, impracticable or illegal for Us to continue to perform Our obligations under this Agreement; or You carry out or suggest that We should carry

out any form of unlawful discrimination or take or demand we take any action that would undermine our professional reputation; or if the relationship between us has in Our reasonable opinion broken down. If we terminate this Agreement under the provisions noted above, You will remain liable for our Commission as agreed above and for any Fees or Costs incurred on Your behalf in transferring Our obligations to You or a third Party.

**7.37 Complaints**

At Chestertons, We endeavour to provide the highest levels of service. We do however recognise that on occasion things do not go according to plan. In such instances, Chestertons operates an internal complaints procedure. In the first instance, please contact the manager of the office or department concerned. If You are unable to resolve the matter with the branch/department manager and wish to escalate Your complaint, please send a summary of Your complaint by email to [customer.service@campionsgroup.co.uk](mailto:customer.service@campionsgroup.co.uk) or write to: Campions Customer Services, 5<sup>th</sup> Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL. Following our response If You remain dissatisfied, You are entitled to refer the matter to the Property Redress Scheme within twelve months for a review.

We are members of the Property Redress Scheme and abide by their terms of reference. You agree that We may disclose information relating to the letting of Your property to the Property Redress Scheme, if You, the applicant or Tenant have registered a complaint, and the Property Redress Scheme asks for it. You also agree that We may disclose Your contact details to the Property Redress Scheme if they ask for them, to assist in their monitoring of Our compliance.

**8. LANDLORDS LEGAL RESPONSIBILITIES**

When renting a residential property there are over 160 pieces of legislation You must comply with. We work closely with Our Landlords, offering advice and support to assist You with ongoing compliance. As shown in the table on page 2, it is detailed which of the most important responsibilities We will take responsibility for on your behalf within Your chosen service level.

**9. CANCELLATION OF CONTRACT under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013**

9.1 Where We are entering into this agreement with You and You are a Consumer and the contract formed by these Terms of Business is either, what is known as an 'Off-Premises Contract' or a 'Distance Contract', You may have the right to cancel these Terms of Business without giving any reason within 14 days from the day You entered into them.

9.2 If You require the early commencement of Our services, You will become liable for Our Fees as set out in these Terms of Business.

9.3 If You do ask Us to commence services and You later cancel (during the cancellation period) You may be liable for Our Fees in connection with the performance of those services, which may include Our Fees in proportion to the services which We provide until the conclusion of the agreement.

9.4 If, in the cancellation period, We have made introductions that result in the letting of The Property Your right to cancel may be lost as We may have completed the terms of Our retainer, and Our Fees may be payable in full.

9.5 To exercise Your right to cancel the contract within the 14-day period You must inform Us in writing of Your decision to cancel this contract. You may do so by letter sent by post to Chestertons of 5<sup>th</sup> Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL or by email to [cancellation@chestertons.co.uk](mailto:cancellation@chestertons.co.uk). A cancellation form is provided below which You may wish to use but You are not obliged to do so.

**Pre-Marketing Information**

The following information must be provided to enable Chestertons to start marketing your Property and effectively progress a Tenancy

Does the Property have a gas appliance i.e. a gas boiler, hob or fire? Yes  No

If yes, is there a valid Gas Safety Certificate for the Property? Yes  No

Yes  No

Have you recently installed a new gas boiler, gas hob or gas fire, which has a full gas safety check carried out? Yes  No

Yes  No

If there is no gas appliance, is there a gas meter in The Property? Yes  No

Do you want Chestertons to hold the security deposit? Yes  No

Yes  No

If No, please confirm which scheme you will use to protect the security deposit: TBA

Does your Property have a valid electrical installation condition report (EICR)? Yes  No

Has a portable appliance test (PAT) been carried out for The Property? Yes  No

Is there a current EPC for The Property? Yes  No

Has a risk assessment for legionella been carried out at The Property? Yes  No

Has the Property been fitted with the required smoke and carbon monoxide alarms? Yes  No

What level of furnishings will be provided within the Property?

Furnished  Part Furnished  Unfurnished

If furnished or part furnished, do all items of soft or upholstered furnishing comply with the applicable regulations and have fire labels? This will apply to any furniture made or re-upholstered after 1950. Yes  No

Does The Property need a licence under the relevant local authority regulations? Yes  No

If Yes, do you have a licence or have you submitted an application? Yes  No

Is The Property connected to an alarm system, which is linked to an Alarm Receiving Centre? Yes  No

Provide the details of all current utility suppliers in The Property. This will include if there is a communal hot water or heating supply to The Property, along with information on cost and how payment is made.

Octopus

Provide details of the electricity supplied to the property other than mains property, such as renewable energy sources, e.g. solar panels, or any form of energy supplied from an additional privately owned source.

Octopus

If You wish to cancel the contract within the 14-day period described above. You may use this form if You want to, but You do not have to. (Complete and return this form only if you wish to cancel the contract)

TO: Chestertons of	5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL
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I/We hereby give notice that I/We wish to cancel My/Our contract with Chestertons relating to:

Property Address:	
Name:	
Address:	
Signature	Date