

EST 2004
ElliotLee

in association with



TERMS OF BUSINESS

OUR SERVICES

	Full Management	Rent Administration	Tenant Introduction
1. MARKETING			
a. Market Appraisal	✓	✓	✓
b. Online Marketing of Property	✓	✓	✓
c. Negotiate Offer for Tenancy	✓	✓	✓
2. LEGAL & ADMINISTRATION			
a. Tenant References and Right to Rent	✓	✓	✓
b. Tenancy Agreement and How to Rent Document	✓	✓	✓
d. Termination of a Tenancy	✓		
3. FINANCIALS			
a. Collection of initial rent and deposit	✓	✓	✓
b. Deposit Registration (if applicable)	✓	✓	✓
c. Rent processing during tenancy	✓	✓	
d. Rent Arrears	✓	✓	
e. Working Float	✓		
4. GENERAL ADMIN			
a. Arrange Pre tenancy Cleaning	✓		
b. Arrange Inventory/check in/ check out/schedule of condition	✓		
c. Utility Providers	✓		
d. Initiate Tenancy Deposit Claim	✓		
e. Property Visits	✓		
5. COMPLIANCE			
a. Energy Performance Certificate EPC	✓		
b. Statutory Safety Checks	✓		
c. Renewal of Safety Checks	✓		
6. MAINTENANCE			
a. Appointing a Contractor	✓		
b. Repairs and Maintenance <small>(available to all at an additional cost see fee breakdown)</small>	✓		
7. OPTIONAL SERVICES			
a. Out of Hours Service	✓		
b. Additional property visit			
c. Renewal/extension documents			
d. Right to Rent Follow Up Checks			
e. Landlord Insurances			
f. Provision of Documents file for any Arbitration Claim			

SUMMARY OF SCHEDULE

The Parties to this agreement shall be:

Agent: Elliot Lee Estate Agents

Company Registration Number: 06512135

Registered Office Address: 319 Rayners Lane, Pinner, Middlesex, England, HA5 5EH

Property Manager: Rushbrook and Rathbone Ltd Portmill House Portmill Lane Hitchin Herts SG5 2UE Registered Office: Windsor House Station Court Station Road Great Shelford Cambridge CB22 5NE
Company Registration Number: 2259486

Definitions:

In this agreement the following words and phrases will have the following meaning unless the context requires otherwise:

1. In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" means the Agent and "we" or "us" means the Property Manager trading from the Registered Office Address's as described in the Summary Schedule.
- c. "Property Manager" "we" "us" means the party responsible for collection and handling of all monies and provision of day to day management trading from the Registered Office Address as described in the Summary Schedule
- d. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- e. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
- f. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
- g. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, License or any other form of Agreement or contract.
- h. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
- i. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
- j. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
- k. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- l. "rent" means any payment to be made by the Tenant or the Agent(s) of the Tenant for use of the property whether expressed to be rent, a premium or any other form of payment, whether paid directly by the Tenant or

his Agent(s) or obtained from other means such as deductions from the deposit.

m. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.

n. "Deposit" means the money held by the Property Manager in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.

o. "Relevant Person" means a person who paid the Deposit or any part of it on behalf of the Tenant

p. "Scheme" means an authorised tenancy deposit protection scheme set up in accordance with the Housing Act 2004, determined by an ADR process, or ordered by the court.

q. "Stakeholder" means that deductions can only be made by the Property Manager from the Deposit at the end of the Tenancy with the written consent of both parties.

r. "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

s. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.

t. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.

u. "DPS" means Deposit Protection Service - whose details are shown in the Tenancy Agreement

v. "My Deposits" means whose details are shown in the Tenancy Agreement.

w. "ICE" means the Independent Case Examiner of The Dispute Service Limited.

x. "Agreement" means this Terms of Business signed between the Agent, Property Manager and the Landlord

y. "Member" means the Property Manager who is a member of the Tenancy Deposit Scheme.

z. "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

aa. "Prescribed Information" means the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007

bb. "Calendar Day" or "day" means any day of the year, including Saturdays, Sundays and bank holidays.

cc. "Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

dd. "CMP" Client Money Protection Rushbrook and Rathbone Ltd is part of the Propertymark Client Money Protection Scheme Scheme ref: C0003969. All monies held or taken on behalf of Elliot Lee are handled by Rushbrook and Rathbone Ltd.

TERMS OF BUSINESS

MARKETING

a. Market Appraisal

We will advise you on a suitable rental figure for marketing purposes

b. Online Marketing of Property

We will register your property on websites and property portals and approach applicants registered with us. Where permitted we will arrange a 'To Let' board. We can arrange viewings without you having to be present.

c. Negotiate Offer for Tenancy

We will negotiate terms of the tenancy and reach agreement between you and your applicant to enable a successful tenancy.

LEGAL AND ADMINISTRATION

a. Tenant References and Right to Rent

Once terms acceptable to you are provisionally agreed with a prospective tenant we will arrange a credit reference report and the checking of personal references along with Right to Rent checks and provide you with the results.

b. Tenancy Agreement and How to Rent Document

On your written instructions we will produce a suitable tenancy agreement (which unless instructed otherwise will be for 12 months). We will arrange for the tenancy agreement to be signed by both parties electronically. The tenancy agreement will be accompanied by the Government's 'How to Rent' document.

c. Termination of a Tenancy

If instructed we will serve notice on the tenant enabling you to apply for possession after the expiry of a tenancy. This will incur an Additional Charge if you have not chosen the Full Management service.

FINANCIALS

a. Collection of initial rent and deposit

We will collect the first month's rent and deposit. We will hold the deposit in accordance with the terms of one of the Government approved Deposit Protection Schemes and serve the required notice upon the tenant.

b. Deposit Registration (if applicable)

We will register the deposit with the appropriate deposit protection scheme and forward details to both you and the tenant.

c. Rent processing during tenancy

We will transfer all rent received to your UK bank account after deducting our fees and expenses and send you rent statements by email. ('the Guide') explains what steps we will take if rent is not paid on time. Please see the "insurance protection" section for the cover available for loss of rent and legal expenses.

d. Rent Arrears

Carry out initial chasing of any arrears of rent following the established rent arrears process

e. Working Float

We need to hold a working float of not less than £200 or more if rent is paid less frequently than monthly. We may refuse to incur any expenditure on your behalf where we are not holding sufficient funds to meet the cost.

f. Account Arrears

If the account enters arrears, the account can be forwarded to our external collections company: DCBL Collections, Direct House, Winnington Avenue, Winnington, Northwich CW8 4EE and any costs therein incurred will be paid by the account holder.

g. Refund of Commission

We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by

you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party. Any balance of the commission for the remainder of the term will be invoiced to you and will need to be settled by you.

GENERAL ADMINISTRATION

a. Pre Tenancy Cleaning

We recommend professional cleaning of the property before the tenant moves in. We can quote for a professional cleaning service.

b. Inventory/check in/ check out/schedule of condition

Unless you instruct us to the contrary in writing we will commission an inventory of contents and internal condition and arrange for the tenant to be checked in and out of the property. We will invoice you for the fee incurred. An inventory is obligatory under the terms of Property Protect insurance.

c. Utility Providers

We will arrange for the transfer the utilities and council tax into and out of the tenant's name at the beginning and end of the tenancy and supply meter readings where the meters are accessible. We will, where possible, at no additional cost to you and subject to tenant consent, change your gas and electricity accounts to our preferred energy supplier, who may pay us a fee.

d. Initiate Deposit Claim

We will on receipt of the Inventory Clerk's Schedule of Condition at the end of the tenancy provide copies to both you and your Tenant and assist with the initial claim and any response received. Preparing documents for arbitration or court will be available for an additional charge.

e. Property Visits and Vacant Property Visits

We do not have any responsibility for your property during vacant periods unless you select our 'Vacant Property Services' which are described in ('the Guide').

f. Mail

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

COMPLIANCE

a. Energy Performance Certificate EPC

An EPC must be available before the property is advertised. Your ability to recover possession is prejudiced if an EPC is not provided to the tenant before the tenancy commences. We can provide the EPC for you if required, for an Additional Charge.

b. Statutory Safety Checks

Before the start of a tenancy there must be in place:

- A. A Gas Safety certificate
- B. An appropriate risk assessment for Legionella disease and confirmation that any recommended precautions have been implemented
- C. A safety certificate for portable electrical appliances (PAT)
- D. An Electrical Installation Condition Report (EICR).

Where any of the above are not available and current the tenancy cannot proceed. We can arrange all or some of these checks for an Additional Charge.

c. Renewal of Safety Checks

In the case of managed properties, we will administer the renewal of any safety checks to ensure legal compliance.

TERMS OF BUSINESS

MAINTENANCE

a. Appointing a Contractor

We will endeavor to use your suitably insured preferred contractors but where a panel contractor is appointed, we may charge that contractor a fee.

b. Repairs and Maintenance

If we become aware that repair or maintenance is required to meet your duties as landlord, we will action (up to a limit of £200 ex VAT or if the work is urgent) providing we are holding sufficient funds. Otherwise, if requested by you, we will obtain two quotations and appoint contractors on your instructions, provided we have sufficient cleared funds. The service will incur the Additional Charges identified in section headed "Additional Charges".

OPTIONAL EXTRAS

a. Out of Hours Service

An optional Out of Hours emergency helpline via a third party provider is available to all Landlords. All costs for onsite attendance, materials, if any, labour and calls will be chargeable to you at the contractors out of hour's rates. (In the event of tenant misuse of this service we will attempt to recover associated costs from the Tenant.)

b. Additional Property Visit

We will arrange for the property to be visited once per fixed term tenancy and in any event once per year, provided the tenant permits access. We will report to you any readily and visually apparent matters of concern.

c. Renewal/extension of a Tenancy

At the end of a fixed term, the tenancy will automatically be allowed to continue on a periodic basis, unless we are instructed to serve notice to terminate the tenancy. If notified we will for a fee negotiate a fixed term extension or/and to increase the rent. Our relevant fees can be found in Additional Charges.

d. Right to Rent Follow Up Checks

We will not put the tenancy in place where a clear Right to Rent check is not available. We will only take responsibility for the initial right to rent checks, any subsequent checks that are required remain your responsibility as Landlord unless you instruct us.

e. Landlord Insurances

We are able to offer you comprehensive insurance to cover both your buildings, contents, rent and legal protection.

You are responsible for maintaining building and contents insurance, we are unable to make insurance claims on your behalf unless you have taken up the option to have cover under our block policies

Further details are available in the Landlords Guide.

f. Provision of Documents file for any Arbitration Claim

For an additional charge in the event a deposit claim goes to arbitration we will prepare and submit a comprehensive file to the arbitrators.

OUR TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE CONTRACTUAL RELATIONSHIP BETWEEN US. PLEASE READ CAREFULLY.

1. Consent to Let

You confirm that you are the owner of the property and have all necessary consents and authority to enter into a tenancy agreement.

2. Safety Regulations

By entering into this contract, you warrant to us that the condition of the property and its contents does not represent a risk to the tenant, that the property complies with any relevant legislation or regulation, and that all

relevant satisfactory safety certificates or assessments have been provided. We may suspend the Services where the above is not complied with but by continuing we do not make any assurance that the above matters have been complied with.

3. Keys and Parking Permits

You will provide us with a full set of keys to all main and communal doors for each adult occupant (and for ourselves if you have selected the Management Service.) Please tell us if the tenant is to pay for parking fobs or permits so that this can be included in the tenancy agreement. We will purchase keys on your behalf where necessary. Our secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event of keys being lost or unaccounted for, our liability is strictly limited to the cost of cutting the new set of keys.

4. Verification of Identity

We are not permitted to start our Services without verifying your identity under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. You will provide us with photo ID and proof of residency.

5. Insurance Claims

Financial Conduct Authority (FCA) regulations prevent us from handling any buildings or contents insurance claims, unless we have arranged the cover on your behalf.

We can submit claims under Rent and Legal Protection insurance.

6. Income Tax

If we consider that you are a non-resident landlord under the Taxation of Income from Land (Non-Residents) Regulations 1995 (Finance Act 1995), then we will deduct basic rate tax from any rent received and pay this to HM Revenue and Customs unless you provide us with HMRC approval for payment without deduction (when we must provide an annual return to HMRC). These arrangements incur Additional Charges. You will indemnify us if we suffer any claim or penalty from HMRC.

7. Houses in Multiple Occupation (HMO) and Selective Licensing

You undertake that all landlord responsibilities are complied with where the property is a House in Multiple Occupation or where it is subject to selective licensing for let residential property (please see 'the Guide').

8. Housing Health and Safety Rating System (HHSRS)

The Housing Act 2004 introduced a new system for local authorities to assess housing conditions in England and Wales and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. You undertake that the property is compliant in all respects.

9. Assured Shorthold Tenancy Deposit ('Deposit')

Non-compliance with the law relating to Deposits has very serious consequences. Where you have not chosen the Full Management service we will only arrange for a tenant to pay the deposit directly to you where we are satisfied of your membership of the Deposit Protection Scheme ('DPS') or an approved insurance backed scheme. If the tenant pays the deposit to us by mistake, we will transfer by direct payment to the Deposit Protection Scheme or after sight of your certificate for an insurance backed scheme. Under our Full Management service, we can handle deposit claims and disputes for which there are Additional Charges. Otherwise this will be your responsibility for which please see ('the Guide').

TERMS OF BUSINESS

10. Consent to use Personal Information

You permit us to use and disclose your personal information for the purposes of providing the Services (GDPR) you agree that all information which you provide will be correct and not misleading. This will not extend or limit your protection under the Data Protection Act 1998. You will notify us promptly of any change of address so that we may comply with the statutory requirement to advise the tenant.

11. Early Termination or Transfer of our Services

Our Full Management or Rent Administration service may be terminated by 3 months written notice by either party. Any Rent and Legal Protection or Property Protect policy will terminate automatically but please see 'FEES and CHARGES' for details of fees payable on termination or transfer. Termination does not affect any warranties, assurances or indemnity you have given us. Either party may terminate if the other party fails to remedy promptly any breach of this Agreement. Please note no termination fee is payable if the service is maintained with R&R to the end of the tenancy period.

12. Withdrawal Costs

If you accept a formal offer from a prospective tenant but then withdraw, you will indemnify us for all costs and expenses we have incurred.

13. Third Party Suppliers and Tenant Services

We may receive fees or commission from tenants or utility suppliers or contractors introduced by us where it is lawful for us to do so.

14. Legal Services

We do not provide legal advice. Our Rent and Legal Protection or Property Protect Insurance includes cover for legal expenses in the event of non-payment of rent, subject to terms and conditions.

15. Other Relevant Legislation

This Agreement will not be enforceable by any third party. Rushbrook & Rathbone and Elliot Lee will hold and process all personal data in accordance with Data Protection legislation and (unless you instruct us otherwise in this agreement or by emailing; enquiries@rushbrookrathbone.co.uk use it to enable us and selected third parties to contact you about goods and services which we think maybe of interest to you. Further details are available from The Data Protection Officer, Rushbrook & Rathbone Ltd, Portmill House, Portmill Lane, Hitchin, Hertfordshire, SG5 1DJ.

16. Jurisdiction

This agreement is made in England and Wales and shall be subject to the laws and courts of England and Wales.

17. Interest and VAT

All fees and charges are subject to VAT. We do not pay interest on monies held on behalf of landlords or tenants. We may charge interest at 4% above Barclays Bank Plc base lending rate or the County Court Rate whichever is the higher on late payment of sums owing to us.

18. Our Right to Withdraw

We reserve the right to refuse to accept, or to terminate your instructions if you have not obtained consent to sub-let the property from any superior landlord or lender; if you have not informed us of any special requirements in respect of the property; if you have not obtained any necessary license,

registration or planning consent, or if your property fails to comply with any of the following, which remain your responsibility:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Part-P Building Regulations (Electrical Safety in Dwellings)
- Building Regulations (smoke alarm) 1991
- Management of HMOs (England) Regulations 2006
- Housing Act 2004
- Licensing of Houses in Multiple Occupation
- the requirement for a periodic wiring report for all types of Houses in Multiple Occupation
- The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- the requirement for a safety assessment and suitable remedial action in relation to the Legionella bacteria
- any other statutory or regulatory provision that is the statutory responsibility of the Landlord.

If you do not choose our Full Management service then you have a legal responsibility to ensure that the renewal of any gas safety record (and periodic inspection report, where applicable) is carried out within the statutory time limits.

Where we are providing Full Management, we will inform you if we become aware of any failure to comply with the above listed requirements and we reserve the right (but without any obligation) at our discretion, to arrange the necessary work at your expense.

19. Our Responsibility

We will make all reasonable efforts to provide the Services to a satisfactory standard and in a timely manner.

PLEASE NOTE THE FOLLOWING IMPORTANT RESERVATIONS AND LIMITATIONS.

- We accept liability without limit for death or personal injury which is due to our negligence.
- Any estimate or advice about future income or expenditure is a general indication only and shall not be treated as a binding assurance or warranty.
- We shall not be liable to you for any loss, injury, damage or for legal or other expenses arising from any defect in the property or its contents (whether or not such defect is apparent) or as a result of any act, omission or insolvency of any third party.
- We shall not be liable to you in respect of any claims made by a third party relating to the property or the letting (unless caused by our negligence) and you will indemnify if any such claim is made against us.
- Our Services shall not be taken as imposing any obligation upon us to enforce collection of rent or other charges payable by the tenant or a third party.
- Under no circumstances shall we be liable for any indirect consequential or economic loss or expense.

20. Your Responsibility

- You accept liability without limit for death or personal injury which is due to your negligence.
- You shall pay and indemnify us for all costs, claims, damages, expenses, fines, loss or for legal or other expenses in full incurred by us as a result

TERMS OF BUSINESS

of your fraud, breach, negligence or default (whether arising as an act or omission) or from any defects in, or emissions or other dangers arising from the property or its contents.

- You shall pay (or shall repay) us any costs howsoever arising in relation to the arbitration of the deposit.
- You accept responsibility for any works undertaken by contractors whom you instruct whom we instruct on your behalf (including where we give instructions in our discretion) and for payment of the contractors.
- You warrant that the property complies with all regulatory and statutory requirements including all and any selective licensing required by the local authority.

21. Assignment

We may assign, or otherwise dispose of any of our rights and/or obligations under this contract.

22. Electronic Documentation

Contracts which have been signed and delivered 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) to sign documentation electronically.

FEES AND CHARGES

Subject to the other provisions of this Agreement our fees become payable upon a tenant introduced by us entering into a tenancy. For this purpose, a tenant will be treated as introduced by us if they are introduced by or have been sharing occupation with a tenant introduced by us.

These are each subject to a minimum fee of **£750 + VAT (£900 with VAT)** per tenancy term.

All fees are subject to value added tax (VAT).

The fees for Full Management service and Rent Administration service can be paid either in advance (for the full term of the tenancy) or in monthly instalments at the relevant percentage of the monthly rent payable. The fee for Tenant Introduction is due in full at the commencement of the tenancy.

Any fee falling due will be deducted by us from monies received from the tenant but any sum due which is not recovered in that way must be paid by you immediately. If you arrange to take rent direct from the tenant any unpaid balance of our fee becomes payable immediately.

If the tenant defaults, no part of any fee payable in advance will be refunded and fee instalments will remain payable to the end of the stated contractual term of the tenancy. However, after a default, our fee for introducing a new tenant will give credit for any Tenant Introduction fee paid previously to the extent it relates to a period covered by the new introduction.

If you terminate our Services as provided in section 12 of 'OUR TERMS AND CONDITIONS'; or if we terminate in reliance upon your breach, you will be required to pay any instalments of our fees due up to the termination taking effect, together with whichever is the greater of a) our minimum fee, and b) the fee for Tenant Introduction which would have been applicable to the tenancy if you had chosen that service, less, in either case, the total fees paid to us to the date of termination.

INTRODUCING A PURCHASER AND/OR NEGOTIATING A SALE

If we negotiate with a buyer for the sale of your property, or we introduce a buyer, or if you sell the property to a tenant we have introduced, you will pay us a fee of 2% plus VAT (2.4% inc VAT) of the total sale price. The fee will be incurred upon exchange of contracts and payable at completion of the sale.

INTRODUCTION OF NEW TENANTS AND CHANGE OF SHARERS

If a tenant we have introduced, or an approved sharer with that tenant, introduces another tenant to the property or to another property, you will incur a fee on the same basis as set out in this Agreement for Tenant Introduction. A tenancy where at least one of the original tenants or approved sharers of the property remains in occupation will be treated as a continuation or extension of the original tenancy for the purposes of this Agreement.

FEES RELATING TO PERIODIC TENANCIES, RENEWALS, AND EXTENSIONS

Upon the tenancy becoming a statutory periodic tenancy or periodic tenancy (this is where the tenant remains in occupation without a new agreement) our fees, calculated as agreed in respect of the original letting, will be due annually in advance within 14 days of invoicing, together with the 'periodic administration fee' as set out in 'Additional Charges'. If the tenancy is extended or renewed by a new fixed term, (whether or not we carry out the negotiations) this will incur a fee, calculated and payable as agreed in respect of the original letting together (if applicable) with the tenancy agreement preparation fee as detailed in 'Additional Charges'.

STATUTORY INFORMATION FOR YOU AS OUR CUSTOMER

Our services will be provided by Rushbrook & Rathbone Limited or our selected partners whose registered office is Windsor House Station, Court Station Road, Great Shelford, Cambridge, CB22 5NE.

Our services will be property services including LETTINGS and MANAGEMENT. The total price of these services, or where that cannot be stated in advance, the method for calculating the total price is set out in this Agreement. Where any additional charges apply, the amount will be notified to you prior to its being incurred.

Our legal obligation is to provide these services according to the terms of the written agreement. Your legal obligation is to observe the terms of this written agreement for the duration of the written agreement and beyond it (where certain of your obligations survive even after the written agreement is terminated or cancelled).

Our services are governed by The Property Ombudsman code of practice for residential letting agents details for which can be obtained on request from our office. Any formal complaint about our Services should be sent to Rushbrook & Rathbone Lettings Administration Support at enquiries@rushbrookrathbone.co.uk (or please telephone 01462 420201). We will provide an acknowledgement within 3 working days and an initial response within 15 working days. Full details of our complaint's procedure is also available on request.

Our VAT number is 835 8320 21

Elliot Lee are members of the dispute & compensation scheme operated by The Property Ombudsman (www.tpos.co.uk our registration no: N01132

YOUR RIGHT TO CANCEL

An 'Off Premises' Contract

An "off premises" contract is one which is signed or otherwise concluded somewhere other than at our business premises and when you and our representative are present. A contract which is concluded by means of a distance communication shortly after you and our representative were in each other's presence other than at our business premises, is also treated as an "off premises" contract.

How to Cancel

If this contract is an "off premises contract" you have the right to cancel within 14 days ("Cancellation Period") without giving any reason. The Cancellation Period will expire after 14 days from the date of this agreement or if more than one date is stated on the contract, the later (or latest) date will apply. To exercise this right to cancel you must inform us in writing of your decision to cancel this contract. You may use our model cancellation form set out below but it is not necessary to do so provided you transmit your decision by writing to a current, valid postal address; email address. To be able to cancel within the Cancellation Period, it is necessary for you to write to us (as above) before the end of the Cancellation Period. If you decide to exercise this right to cancel, you should write to our office at Lettings Administration Support, Portmill House, Portmill Lane, Hitchin, Hertfordshire, SG5 1DJ or email: enquiries@rushbrookrathbone.co.uk.

Effects of cancellation

If you exercise your statutory right to cancel, we will reimburse all payments received from you including the cost of delivery (if any) without undue delay but no later than 14 days after the day on which we receive notice to cancel. We will reimburse you using the same means of payment as you used for the payment to us unless you and we have expressly agreed otherwise. If you have requested that we commence our services within the Cancellation Period no reimbursement will be due to you for any goods and/or services already provided to you by us at the time we receive notice of cancellation. If you have instructed us to commence our services before the expiry of the Cancellation Period, it is possible that we will already have introduced a tenant or brought about a letting, or performed or delivered other services for you, before the contract has been cancelled. In that case if you have benefitted from our services you will still be liable to pay any fee for a service provided prior to the cancellation and this may mean the full fee is payable. Should you cancel either the Fully Management or Rent Administration Service you would refer to the Tenant Introduction Service and would also invalidate the rent guarantee policy should this be applicable.

MODEL CANCELLATION FORM

TO: Rushbrook & Rathbone Ltd and Elliot Lee

I am/we are writing to you by means of the following (please tick box):

- Writing to: Rushbrook & Rathbone Lettings Administration Support, Portmill House, Portmill Lane, Hitchin, Herts, SG5 1DJ
- Email to: enquiries@rushbrookrathbone.co.uk

I/we hereby give notice that I/we wish to cancel our agreement for services whose details are as follows:

Property address

Name

Address (if different from above)

Date contract signed

Date this cancellation form was sent

Reason for cancellation (optional)

FEES

FEES	Without VAT	Including VAT
Full Management & Renewal Example: Rent £1000 pcm x 12 months' x 18% inc VAT = £22160.00 divided by 12 Monthly Payments = £180 inv VAT	15% of rent payable	18% of rent payable
Rent Administration & Renewal Example: Rent £1000 pcm x 12 months x 15% inc VAT = £1800 divided by 12 Monthly Payments = £150 inc VAT	12.5% of rent payable	15% of rent payable
Tenant Introduction & Renewal Example: Rent £1000 pcm x 12 months = £12,000 x 12% inc VAT = £1440 Year 1 & 9% inc VAT = £1080 for subsequent years	10% of rent payable	12% of rent payable
INITIAL CHARGES	Without VAT	Including VAT
Energy Performance Certificate (EPC) Administration Fee	£80.00	£96.00
Tenancy agreement preparation charge	£175.00	£210.00
Supervision of an agreement presented by a third-party to the landlord	£325.00	£390.00
Addenda or amendments to tenancy agreement	£50.00	£60.00
Deed of guarantee, named occupant or special clauses	£25.00	£30.00
Applicant/ Guarantor referencing charge	£95.00	£114.00
Preparation of inventory	price on	application
Inventory check - at the beginning or end of tenancy (landlord's share)	price on	application
DEPOSIT	Without VAT	Including VAT
Administration charge to protect a deposit with a Deposit Protection Scheme (non-managed)	£40.00	£48.00
To process a claim on your behalf with a deposit protection scheme where we do not provide Full Management.	£200.00	£240.00
EXTENSIONS	Without VAT	Including VAT
Extend fixed term tenancy agreement preparation charge	£150.00	£180.00
GENERAL	Without VAT	Including VAT
Withdrawal by Landlord	One week of rent	as marketed
Annual statement of income and expenditure	£100.00	£120.00
Tax administration for non-UK residents with no HMRC approval	£100.00 per qtr	£120.00 per qtr
Annual tax administration charge for non-UK resident with HMRC approval	£40.00	£48.00
Copy statements & Supporting Documents (each month's statement, or part thereof) - per request	£25.00	£30.00
Additional and Vacant property visits, price per visit	£70.00	£84.00
Repairs (full management only). When the net cost of works exceeds £1000.00 + VAT - based on the total net invoice of works	10%	12%
To check works	£70.00	£84.00
Court attendances - per day or part thereof	£300.00	£360.00
Service of Section 13 Notice (rent increase notice for a statutory periodic assured shorthold tenancy)	£70.00	£84.00
Service of Section 21 Notice or Notice to Quit (not with Full Management)	£150.00	£180.00
Information & Assistance for Let only/ Rent collect Properties	£120.00	£144.00
Arrange fee for Legionella risk assessment/Gas Safety Certificate/EICR - price per instruction	£50.00	£60.00
Transaction Charge (per year, charged quarterly)	£20.00	£24.00
Out of Hours urgent maintenance cover for Managed properties only	Included	Included
Early Termination or Transfer of management administration charge	£150.00	£180.00
House sitting	£70.00 for the first hour £35 thereafter per hour	£84.00 for the first hour £42 thereafter per hour

AGREEMENT

By signing this Agreement you are accepting that this provides a summary of our Services and of the insurance policies we offer. Further details, are found in the Landlord's Guide to Successful Letting ('the Guide') which is provided with this Agreement.

Please read this Agreement and ('the Guide') carefully.

Elliot Lee and Rushbrook & Rathbone cannot proceed with the Services until you have completed, signed and dated this Agreement. This Agreement takes effect when we have signed it or when we commence provision of our Services, whichever is the sooner.

Full address of property to let	<input type="text"/>	
Allocated parking space	<input type="text"/>	
Landlord 1 (full name)	<input type="text"/>	
Landlord 2 (full name)	<input type="text"/>	
	Landlord 1	Landlord 2
Daytime telephone	<input type="text"/>	<input type="text"/>
Evenign telephone	<input type="text"/>	<input type="text"/>
Mobile	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Any additional legal owners not included above to appear on the tenancy agreement	<input type="text"/>	
Full address of correspondence during the tenancy	<input type="text"/>	
<input type="checkbox"/> I/we require the Full Management & Renewal service Management fee 15 % plus VAT (at the prevailing rate) of all rents payable		<input type="text" value="18%"/>
<input type="checkbox"/> I/we require the Rent Administration & Renewal service Letting and rent administration fee 12.5% plus VAT (at the prevailing rate) of all rents payable		<input type="text" value="15%"/>
<input type="checkbox"/> I/We request Rent and Legal Protection Cover Rent & Legal Protection Cover 2.5% + VAT not available on the Tenant Introduction Service		<input type="text" value="3%"/>
<hr/>		
<input type="checkbox"/> I/we require the Tenant Introduction & Renewal service Tenant introduction fee 10% plus VAT per our Terms of Business All services are subject to a minimum fee of £750 plus VAT (in total £900).		<input type="text" value="12%"/>
<input type="checkbox"/> Please instruct inventory services on my/our behalf to compile an Inventory and Check In Schedule of Condition at cost of I/we acknowledge that I/we will be liable to pay additional fees as set out in the section headed "ADDITIONAL CHARGES" in the circumstances set out in that section and that further fees for may be payable where tenancies are renewed or continue beyond the fixed term and in other circumstances as described in this Agreement.		<input type="text" value="£ +VAT"/>
<input type="checkbox"/> Request to start contract immediately I/we acknowledge that I/we may postpone the start of the contract, but I/we hereby request that you start the contract and your Services immediately and I/we have initialed the box to confirm this request. I/We acknowledge and accept that in the event of our cancelling the contract within the Cancellation Period as described in the Section "Right to Cancel", the total price, fees or charges for Services you have provided may be payable in full.		

SAFETY / AGREEMENT

Please read carefully clause 2 and 19 of 'Our Terms and Conditions' and then indicate your instructions in the boxes below.

Gas Safety Certificate

R&R to Arrange Landlord to Provide No Gas In Property

NB, we cannot proceed with any let unless we hold a valid gas safety record.

Electrical: Portable Appliance Testing (PAT)

R&R to Arrange PAT Landlord to Provide Not Required

Electrical: Electrical Installation Condition Reports (EICR)

R&R to Arrange Landlord to Provide Not Required

Where our full management service is selected, PAT and EICR will not automatically be renewed unless you indicate here.

1. I/We declare that I/we have read and fully understand this Agreement and the Additional Charges.
2. I/We declare that I/we am/are sole/joint owner(s) of all the property.
3. I/We declare that I/we have obtained all necessary consents to let the property. I/we declare that there is no reason known to me/us why I/we should not let or offer to let the property.
4. I/we confirm that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) do and will comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
5. I/we confirm that all gas appliances supplied within the property comply with the Gas Safety (Installation & Use) Regulations 1998.
6. I/we confirm that all electrical installations are appliances within the property comply with the Electrical Equipment (Safety) Regulations 1994.
7. I/We acknowledge that the letting services you perform now may benefit me/us in the future if the tenancy renews or extends and therefore you may charge renewal commission on these events (see under Fees and Charges).
8. I/We declare that for the duration of the tenancy I/We will be resident in the UK for tax purposes and will immediately notify Rushbrook & Rathbone Limited if I/we become non-resident in the UK for tax purposes (see section 6 Income Tax under 'Our Terms and Conditions').
9. I/We confirm that once I/we have approved our tenants' references I/we will authorize you to sign the Tenancy Agreement on my/our behalf as my/our agent.
10. I/We confirm that I/we have read and understand the insurance options offered by the Agent and have read and understood the details as set out in the Landlord's guide.

Rushbrook & Rathbone Limited, has referred to some but not all of your legal obligations as a landlord in this Agreement and you may not rely on this Agreement as setting out your full legal obligations.

Please provide me with details of cover and costs of the following:

- I/We request Buildings Insurance
- I/We request Contents Insurance
- I/We confirm that we have arranged our own insurance needs independently of R&R

In order to make payments to you we require your uk bank details.

Name of bank and branch	<input type="text"/>												
Sort code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Bank account number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank account name	<input type="text"/>												

Signed	<input type="text"/>	Print name	<input type="text"/>	D.O.B	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Print name	<input type="text"/>	D.O.B	<input type="text"/>	Date	<input type="text"/>
Signed on behalf of both Elliot Lee and Rushbrook & Rathbone	<input type="text"/>	Print name	<input type="text"/>			Date	<input type="text"/>

Trading name of Rushbrook & Rathbone Ltd, registered in England, company number 2259486. Registered office: Windsor House Station, Court Station Road, Great Shelford, Cambridge, CB22 5NE. VAT registration number 491160652.

Rushbrook & Rathbone is an Appointed Representative of Let Insurance Services Ltd, an independent intermediary authorized and regulated by the Financial Conduct Authority. FCA register (www.fca.org.uk/register) under reference 474985. The Lettings Hub is a trading name of Let Insurance Services Limited, company number 06413754. Registered office: 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR.