



Your Local Independent
Property Specialists

BURGHLEYS ESTATE AGENTS LETTINGS & MANAGEMENT SERVICES

SERVICE DETAILS

FEE STRUCTURES

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GENERAL INFORMATION



Burghleys - 'No.1' Letting Agent in NW5 Since 2013 as voted by 'All Agents' -the UK's leading review website dedicated to the property industry

Just a small selection below of genuine testimonials to our standards of service!

"I am absolutely astonished at how good Burghleys are.....! *Ms. Rebecca Simons, Tufnell Park Road, N7*

"Ashley, Having now finished the rental process for both properties and seeing two totally different approaches I would like to complement you on: 1) Your clarity of communications 2) Your regular communications 3) Attention to detail 4) Clear documentation 5) Your responsiveness. It was a pleasure to do business with you and we will certainly be back when we next need your services. Once again, many thanks." *Huw & Jaci Gwilliam, Hugo Road, N19*

"As a landlord in N7, I have rented through Burghleys for 14 years and they have always been excellent in every way- quick, responsive, polite, efficient, and effective. They know the area and the market. They have found tenants and screened them for me. They advise me on rental prices. They alert me to any issue at the property. They organise running repairs without me having to bat an eyelid. They lay on regulatory checks to utilities whenever necessary. They send me clear monthly invoices as soon as they are due. It has made it all a very trouble-free experience. Frankly, I can't recommend them highly enough to anyone in the area thinking of renting out their property. Score, 10 out of 10- or 100%!" *Mark Halliley, Huddleston Road N7*

"This is not the first time I have used Burghleys, and the level of service has not diminished in any way. I will continue to use Burghleys and have no reservations in recommending anyone else to do the same." *Ms Catherine B, Mercers Road, N19*

"...your professional approach, guidance, and assistance prior to letting the flats on Tufnell Park Road gave me the confidence in using your services. I am absolutely delighted that I did!" *Ms Helen W, Tufnell Park, N7*

"We just wanted to say that you have honestly been the best letting agent we have ever dealt with. We really appreciate all that you have done for us (as tenants)" *Mr I S & Ms J A (Tenants), Tufnell Park, N7*

"I wanted to say a big 'thank you' for your services during the tenancy of St Thomas Gardens your clear, methodical, and professional approach was much appreciated during their (tenants) tenure". *Ms V Greenaway, St Thomas's Gardens, NW5*

"We have rented several of our flats through your Company and we cannot speak highly enough of you. The service received from Burghleys is second to none. Having tried out a number of other estate agents over the years, I can honestly say that Burghleys are the best" *Ms C B, Campdale Road, N19*

"I used Burghleys after a bad experience with another agent who hadn't managed to let my property. Within a week, they'd found tenants. I found Burghleys very easy to work with - thorough, professional, and great at keeping me updated at each step of the rental process. I'd definitely recommend them and would hope to use them again." *Sarah Stockton, Chetwynd Road, NW5*

"Dear Ashley, we have been meaning for some time to send this email. For nearly 10 years you have been our letting agent and throughout this time you and your staff have been excellent. Your attention to detail in dealings with monies, problems and our tenants has always been reliable, positive and at a very professional level. Over these years your personal attention to all matters has left us stress free and with happy tenants. For this we thank you. Best wishes", *Sabina and Paul Johnston, Cecilia Road, E8*

"Burghleys have managed our property for several years. As well as providing a quality management service they also found good quality tenants for us in an efficient and proactive way. They have always been very responsive and the service they offer is very much personal and hands- on. Lastly their rates are very competitive, and they offer great value for money. *Mr & Mrs T McClenaghan, Highgate Road, NW5*

"Burghleys are honest, reliable, trustworthy, straightforward, and keep their promises. I never thought I'd say that about estate agents, but Burghleys are worth saying this. I've used them first to sell a local property a few years ago and now to find tenants and manage the rental of a second local property, for which they are giving me a great service. I have direct and regular contact with one of the Burghleys partners, and I know the staff by name. Burghleys regularly goes beyond what is expected from estate agents.". *Mr G Falkof, Dartmouth Park Hill, NW5*

Further written testimonials available upon request

Burghleys Marketing Services (as standard)

<u>Services</u>	<u>Rent Collection</u>	<u>Let Only with Rent Collection</u>	<u>Fully Managed</u> 
Property Particulars	✓	✓	✓
In-House Photography	✓	✓	✓
Undertake Full Marketing	✓	✓	✓
Accompanied Viewings	✓	✓	✓
Weekly feedback/Updates	✓	✓	✓
Find Tenant/s	✓	✓	✓
Negotiate Offer/s	✓	✓	✓
Collect Holding Deposit	✓	✓	✓
Undertake Full Reference Checks	✓	✓	✓
Undertake Pre-Tenancy Right to Rent Check	✓	✓	✓
Prepare Tenancy Agreement/s	✓	✓	✓
Arrange Statutory Safety Tests	✓	✓	✓
Arrange Pre-Tenancy Clean	✓	✓	✓
Arrange Inventory & Check In	✓	✓	✓
Undertake Completion Paperwork	✓	✓	✓
Coordinate Contractor visits/Quotes/Repairs	✓	✓	✓
Collect Dilapidations Deposit & Advance Rent	✓	✓	✓
Coordinate Furniture/Small Appliance Orders	✓	✓	✓
Execute Tenancy Agreement/s	✓	✓	✓
Issue Landlord Invoice/Statement of Account	✓	✓	✓
Pay Landlord	✓	✓	✓
Settle Contractors Invoices/s	✓	✓	✓
Reappraisal of Rental Value	✓	✓	✓
Sales Valuation	✓	✓	✓
Tenancy Renewal Guidance	✓	✓	✓
Collect Rent/Pay Landlord	✗	✓	✓
Issue Monthly/ Annual Statements of Account	✗	✓	✓
Settle Contractor/s Invoices	✗	✓	✓
Chase Rent Arrears	✗	✓	✓
Complete Deposit Protection Paperwork	✗	✗	✓
Notify Utility Companies	✗	✗	✓
Key Holding Service	✗	✗	✓
Undertake Post-Tenancy Right to Rent Checks	✗	✗	✓
Regular Rental Bulletins	✗	✗	✓
Arrange Repairs and Maintenance	✗	✗	✓
24/7 Maintenance Service	✗	✗	✓
Undertake Property Inspections	✗	✗	✓
Administer End of Tenancy	✗	✗	✓
Issue Legal Notices	✗	✗	✓
Manage Check-Out	✗	✗	✓
Dilapidation Deduction Advice	✗	✗	✓
Arrange New Statutory Safety Tests	✗	✗	✓
Prepare /Execute Renewal Tenancy Agreement/s	✗	✗	✓

1. SERVICE AND FEES (LONG LETS)

1.1 Let Only Service Fee Sole Agency

7.2% (6%+VAT) based on the annual rental income payable at commencement of tenancy + £300 tenancy set up fee (£250+VAT). No renewal, continuation or extension fees shall apply after year one for renewing tenants. Same fees above will apply on any new let undertaken.

Multiple Agency

9.6% (8%+VAT) based on the annual rental income payable at commencement of tenancy + £300 set up fee (£250+VAT). No renewal, continuation or extension fees shall apply after year one for renewing tenants. Same fees above will apply on any new let undertaken.

1.2 Let Only with Rent Collection Service Fee

10.8% (9%+VAT) of the monthly rent collected monthly from incoming rent + £300 set up fee (£250+VAT) in year one only. No renewal, continuation or extension fees shall apply after year one for renewing tenants. Same fees as above will apply on any new let undertaken.

1.3 Full Management Service Fee

14.4% (12%+VAT) collected monthly from incoming rent + £300 set up fee (£250+VAT) in year one only. No renewal, continuation or extension fees shall apply after year one. No set up fees will apply with any new let undertaken.

See section 7 for further details and example of fees.

2. SERVICE AND FEES (SHORT LETS)

Same fees as for long lets plus an additional 6% (5%+VAT) to be added for any service. Fees also collected monthly from incoming rent.

3. CHARGES, TERMS AND CONDITIONS FOR ALL SERVICES

Upon finding a Tenant who is accepted by the Landlord, or whom the Landlord has given Burghleys authority to accept on their behalf, and who completes the let.

4. GENERAL TERMS OF BUSINESS

4.1 Energy Performance Certificates

It is a legal requirement that all rented properties have an EPC, a certificate that provides the energy rating of a property and indicates the energy efficiency of a home.

The EPC must have a minimum rating of 'E' (as of 1st April 2018) and be made available for inspection by a prospective tenant at the commencement of marketing.

Note: EPC's must have a minimum rating of 'C' from 2025.

Do you wish us to arrange for this inspection and report to be carried out? Refer to our 'schedule of charges' for cost.

YES

NO

4.2 Fees

For the purpose of calculating our fees for our Rent Collection Service and Full Management Service, the period for which the property is let shall include any continuation/extension of the original tenancy, any further tenancy or any tenancy granted to a person introduced by or through or in any way connected with the tenant. Any premiums or consideration in lieu of rent shall be treated as rent.

Note: Burghleys do not at any time have any obligation to the landlord whilst fees remain outstanding for more than 14 days, or if they are not in possession of a signed copy of this agreement.

4.3 Holding Deposits

It is normal for Burghleys to take a holding deposit from a prospective tenant prior to references being obtained. Should the tenant withdraw from the let through no fault of the Landlord or Burghleys, the Landlord agrees to allow 50% of the holding deposit to be retained by Burghleys towards their administrative costs. The remainder to be paid to the Landlord.

4.4 Commission and Interest

Burghleys fee becomes payable on demand, as and when they fall due. The Company reserves the right to charge interest on any amounts outstanding more than 14 days after they are demanded. The prescribed rate of interest shall be 4% per annum above the base rate charged by NatWest Bank PLC. In the event of this clause being invoked, interest will be charged from the date upon which the fees became due.

4.5 Break Clauses (Let Only Service)

Fees taken in advance for the initial fixed term only are refundable pro rata in the event that a break clause is exercised under the terms of the tenancy agreement, subject to a minimum charge of 60% of the total fee paid plus VAT at the beginning of the tenancy. The set-up fee is non-refundable.

4.6 Deposits and Dilapidations (see also appendix C)

A Tenant will be asked to pay a minimum of one month's rent as a dilapidations deposit. These monies must be protected by law by being placed in a tenancy deposit protection scheme supported by an alternative dispute resolution service (ADR).

Where a traditional dilapidations deposit is taken and passed to the Landlord at the beginning of the tenancy, the Landlord must confirm in writing, by signing this document that they will join such a scheme for the purpose of holding/lodging the deposit. This applies to let only and rent collection services.

Deposits accepted or retained by Burghleys will be forwarded to the Deposit Protection Service (DPS) at no additional cost and will be held by them, under their terms and conditions until the end of the tenancy. This service is for Fully Managed Lets only.

4.7 Landlord Notice (Full Management Service Only)

If the Landlord requires notice to be served on the Tenants to terminate the tenancy, then Burghleys require appropriate written instructions and such notice is subject to prevailing UK government regulations at the time notice is given.

4.8 Consent to Letting (all landlords)

If you are a Tenant or Lessee, you must make certain that: The intended letting is permitted by your lease.

The tenancy expires prior to the termination of your own lease.

The superior Landlord or Mortgagees written permission (if applicable) has been obtained prior to the commencement of the tenancy.

If you are the Freeholder or Leaseholder, you must make certain that:

You have your Mortgagees consent to let the Property, and if you are the lessee that your lease extends beyond the term of the proposed lease.

You have notified your insurance company and obtained agreement to extend the insurance cover and its contents to cover the change in circumstances.

If you are a joint owner, that all other joint owners are named in the tenancy agreement and confirm that you are authorised to give instructions on their behalf.

4.9 Buildings & Contents Insurance

You are advised to have valid insurance policies for both Buildings and Contents for the period of the tenancy. You may need to change/amend any current policies to reflect the fact that you are letting the property out. Tenants are responsible for arranging their own contents and belongings but are under no legal obligation to do so.

Note: Burghleys offer specialist Insurance products for Landlords and Tenants-please contact us for more information or to arrange a quotation.

4.10 Taxation and Accounting

The landlord is completely responsible for dealing with and paying any UK tax due from income received as a result of letting this property. By signing this agreement, the landlord indemnifies Burghleys against any claim made by HM Revenue & Customs for any monies owed to them by a landlord.

Burghleys will issue Monthly Statement of Accounts together with copy invoices for all fully managed or rent collection properties. However, Burghleys are not responsible for preparing annual statements/breakdowns or tax returns on behalf of Landlords.

4.11 Landlord Rent Guarantee & Legal Expenses Cover

Burghleys offer Rent Guarantee and Legal Expenses cover products via their partnership with *Rent4Sure* Limited. These products offer a landlord protection should tenant/s be unable or unwilling to pay their rent. Unless otherwise instructed in writing, and once *Rent4Sure* Limited have approved the tenant's reference application/s, landlords can take out appropriate cover.

Note: If cover is required, you MUST ask Rent4Sure Limited to start the policy before the tenancy start date. Only the landlord can do this.

4.12 Offers

If the Landlord instructs Burghleys to proceed with an offer, verbally or otherwise, and subsequently withdraws from the let once references have been applied for, Burghleys reserve the right to charge the Landlord £120 inclusive of VAT to cover reference charges and administration costs. If references have been received by Burghleys and are deemed to be 'acceptable' by Burghleys appointed referencing agency and the landlord then withdraws from the let, Burghleys reserve the right to charge the landlord the equivalent of one week's rent (subject to a minimum charge of £300 inclusive of VAT) to cover reference charges and administration costs.

4.13 Sale of Property

In the event of a party (including current or previous tenants) introduced, whether directly or indirectly (or corporate body associated with that party) by Burghleys subsequently purchasing the property, whether before or after entering into a Tenancy Agreement, our company will be due a commission of 1.8% inclusive of VAT of the negotiated purchase price.

The Landlord must provide us with agreed purchase price, subject to contract, the full names of the prospective purchasers and full contact details of the solicitors representing both parties.

The Commission will be payable on completion of the purchase, regardless of whether negotiations have been carried out by Burghleys or not. Full details of our agency terms of business for the sale of the property are available upon request and will be forwarded to you at the point that interest in purchasing the property is known.

When a property is sold, transferred, or otherwise dealt with, with the benefit of the tenancy, Burghleys fee remains the responsibility of the original Landlord for the duration of the tenancy and any extensions, renewals, or periods of holding over, unless the new Landlord signs our Terms of Business.

4.14 Inventories & Schedule of Condition

It is highly advisable that Landlords have a detailed inventory with photos and schedule of condition prepared by a professional and independent inventory company before the tenant moves into the property. This will be produced in PDF form and emailed to you and the tenant when completed.

Do you wish for us to arrange for a professional inventory and check-in to be undertaken?

YES

NO

QUOTE ONLY

4.15 Fee Increases (Rent Collection Service or Full Management Service Only)

Burghleys reserve the right to increase its fees or charges referred to herein if the Tenancy Agreement is renewed or extended after the initial fixed tenancy ends or any subsequent renewals, subject to two months' notice.

4.16 Income Tax Liability-UK Residents

Any rental income is liable for taxation based on the un-earned income part of the rent. It is advisable that Landlord's seek professional advice in this regard before entering into any formal tenancy agreement.

It is a legal requirement for all agents to keep records of properties that have been let through their offices and make these available to the UK tax authorities on an annual basis and/or on demand in accordance with Paragraph 1 of Schedule 23 of the Finance Act 2011. The information requested relates to any property where we have collected 'rent' during any given financial year irrespective of the service chosen.

4.17 Income Tax Liability-Overseas Landlords

Under the terms of the Taxation of Income from Land (Non-Residents) regulations 1995 (Finance Act 1995), while a landlord may be considered non-resident for tax purposes, they still must pay UK tax on rents received in the UK.

Burghleys have a legal obligation to withhold a percentage of rental monies where it is known, or it is reasonably believed that the Landlords usual place of abode for six months or more in any tax year is outside the UK, unless the Landlord can provide an "Exemption" certificate from the Inland Revenue, Burghleys must forward such monies retained to the Inland Revenue each quarter. It is advised that Landlord's seek professional advice in this regard before entering into any formal tenancy agreement.

4.18 Section 48-Landlord and Tenant Act 1987

In accordance with Section 48 of the Landlord and Tenant Act 1987, the Landlord must provide an address in England or Wales where notice of Issue of Proceedings may be served upon them by the Tenant(s). Please note that the rent is not legally due to the Landlord unless this requirement of the Act is satisfied.

4.19 Houses of Multiple Occupation (HMO's)

Where a tenancy is construed as a multiple occupancy tenancy, a landlord may need to apply for a license to let their property. Properties that have two or more occupants may be affected by such laws. All information relating to this matter can be found at www.propertylicence.gov.uk or the relevant local authority website. It is the landlord's complete responsibility to find out if they are affected by these regulations, obtain a license (if required), and check regularly with the local authority if regulations have changed or been amended.

4.20 Property Inspections & Visits (Full Management Service Only)

Burghleys will carry out on the landlords request a FREE inspection of the property in the first year of the tenancy, if so requested, and will supply comments and recommendations (where necessary). Further inspections will be subject to our standard charges. If the landlord wishes for a more in depth and detailed report at any time, Burghleys can arrange with a professional inventory company for this to be undertaken. See schedule of charges.

4.21 General Expenses (Full Management Service Only)

Burghleys will deal with the day-to-day management matters of the property including any minor repairs. By signing this agreement, the landlord agrees to allow Burghleys to spend up to £300 inclusive of VAT payable without the landlord's prior authorisation.

If in the reasonable opinion of Burghleys, the cost of any works, renewal or repair is likely to exceed £300 inclusive of VAT, Burghleys will (where practicable or excepting emergencies) submit one or more estimates to the Landlord for approval.

If the landlord wishes to be notified of all works required (where practicable or except in emergencies) before contractors are instructed or provide us with other instructions, please enter specific instructions in the 'Further Details' section of our 'Management and Accounts Information' form.

4.22 General Maintenance & Supervisory Role (Full Management Service Only)

Burghleys will only be responsible for obtaining quotes or supervising maintenance matters (i.e.re-decoration or repairs) within the internal part of the property or associated outside areas which influence the quiet enjoyment of the tenants. Burghleys will not be responsible for dealing with maintenance matters in relation to common, shared, or external parts/areas or, in their opinion, are considered beyond their remit (i.e., major works) or have no effect on the tenants.

Should the landlord appoint, for example, their own contractor or third party to repair/replace/carry out routine maintenance/servicing, etc. on any items within the property, Burghleys will assist wherever possible, but will not be responsible for supervising such matters nor attending the property to provide access (emergency situations excepted).

4.23 Termination of Service

In the event of the Landlord wishing to terminate their Management Agreement with Burghleys, the Landlord will be required to give a minimum of two full calendar months' notice in writing, from the date the next rent is due. The Landlord agrees to reimburse Burghleys for any outstanding invoices which have either been paid on the Landlords behalf or are yet to be received from suppliers or contractors beyond the final termination date of our service.

4.24 Anti-Money Laundering Regulations

The law requires that all banks, building societies, estate agents and other providers of financial services have procedures in place to prevent money laundering. To do this we shall require an AML form to be completed and to inspect original documentation to comply with the appropriate regulations. Your property can be listed, and a let agreed, subject to contract, but completion of the let cannot take place until you have satisfied the regulations.

4.25 Tenant's Fees, Charges and Commission

We are required by law to inform all Landlord's that tenant's may be liable for charges and fees in respect of the administration work in relation to the letting of your property.

For a full list of tenant charges please visit our website: www.burghleys.com or contact the office

As part of our references service, tenants will be offered add-on products, such as contents insurance, liability insurance, utility, and internet provider quotations for which Burghleys may receive commission.

5. **STATUTORY SAFETY LEGISLATION – FAILURE TO COMPLY WITH THE REGULATIONS IS A CRIMINAL OFFENCE!**

Landlords and Estate Agents have a 'duty of care' to ensure the property being let is safe to use. This applies at the commencement of any new tenancy and at any renewal. For further information we would recommend you read '**How to Let- a Guide for Current and Prospective Private Residential Landlords in England**' which can be found on www.gov.uk. We would be happy to forward a copy to you upon request.

The following regulations are currently legal requirements:

5.1 Gas Safety (Installation and Use) Regulations 1998

The Landlord must ensure that all gas appliances are serviced and maintained annually and keep a record of such maintenance which must be undertaken by a GASSAFE registered Gas installer to comply with the Gas Safety (Installation and Use) Regulation 1998.

Do you wish us to arrange for this inspection and report to be carried out? Refer to our 'schedule of charges' for costs.

YES NO

5.3 Electrical Equipment (Safety) Regulations 1994

It is a legal requirement that all electrical installations are tested a maximum of every five years (or as advised by a qualified electrician) and an Electrical Safety Inspection certificate issued.

Note: Whilst not a legal requirement, it is also advised that a further electrical safety test is carried out at the renewal or change of any tenancy.

Do you wish us to arrange for an Electrical Safety inspection and report to be carried out? Refer to our 'schedule of charges' for costs.

YES NO

5.4 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

It is illegal for any residential property not to have smoke alarms (either mains fitted, or battery operated) fitted on all floors (including half landings) in their property. The regulations also require that a carbon monoxide is fitted in any room of a property that is used partly or wholly as living accommodation which contains any appliances which burns, or can burn, solid fuel, i.e., open fires & log burning stoves. A carbon monoxide alarm must now be fitted in any room that also houses a gas boiler.

Do you wish us to arrange for us to install these alarms for you? Refer to our 'schedule of charges' for cost.

YES NO

5.5 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)

It is illegal for a landlord to supply furniture that does not have the relevant safety tickets or labels stapled or stitched into the items. The law applies to any item of which has any form of filling that may be, or considered to be, potentially flammable.

The regulations are designed to ensure that upholstery components and composites used for furniture supplied in the UK meet specified ignition resistance levels.

It is strongly recommended that you check all items of furniture that you intend to leave, i.e., beds, mattresses, duvets, pillows, headboards, scatter cushions, upholstered chairs, or sofas for appropriate labels and/ or tickets. Items that do not have such labels/tickets must be removed from the property before a tenancy commences.

If in doubt, please contact us.

6. NON-STATUTORY SAFETY LEGISLATION

The following regulation is not currently a legal requirement; however, the same 'duty of care' remains, and we recommend consideration being given to undertaking the following:

6.1 Portable Appliance Testing (PAT Tests)

It is recommended that all portable appliances that are being left in the property, i.e., kettles, vacuum cleaners' microwaves, free-standing fridges/freezers, lawnmowers etc. are tested before a tenancy starts.

Do you wish for us to arrange a PAT test to be carried out?

YES

NO

QUOTE ONLY

If YES, please supply below the approximate number of portable appliances that need to be tested:

The following additional Acts relating to letting include, but not restricted to, are:

- **The Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of The Health and Safety at Work Act 1974 (particularly relating to Legionnaire's disease)**
- **Legislation under The Child Safety Requirements of British Standard EN 13120 (Blinds and Cord Safety)**
- **General Product Safety Regulations 1994**
- **Homes (Fitness for Human Habitation) Act, 2018**
- **Fire Safety Act, 2021**

It is strongly recommended that you read '**How to Let-A guide for current and prospective private residential landlords in England and/or each act or legislation to understand your legal obligations and undertake** and any work to meet the above regulations.

If you require any assistance with the above, please contact us

7. FEES-FURTHER DETAILS AND EXAMPLES

In accordance with the Property Ombudsman's 'Code of Practice for Residential Letting Agents (England)' we are obliged to provide examples to landlords as to their liability to pay our fees on completion of a let, based on the different type of services we offer and to show how they are calculated.

The examples below are for illustration purposes only. The examples do not consider costs for additional services as detailed in section 11. Schedule of Charges, or any other associated cost or charge may be required.

If special terms have been agreed that differ from our standard published terms, then this will be noted in Section 7. Owners Instructions-Special Terms Agreed:

The following examples are based on a monthly rent of £2500 for an initial fixed tenancy term of 12 months and based on our published terms. See 1. Service and Fees (Long Lets).

The VAT element has been calculated at the current prevailing rate of 20%

LET-ONLY-LONG LETS

Our fee for this service is 6%+VAT (7.2% inclusive of VAT)

Our total fee for the first 12 months is due and payable on completion of the let and is taken from the first months' advance rent paid by the tenant. It is calculated based on the gross annual rental income.

It is calculated as follows:

$£2500 \times 12 \text{ months} \times 6\%$. The fee due on completion would therefore be £2160 inclusive VAT.

If this is the first time we have let this property, there will be a set up charge of £300 Inclusive of VAT.

The total fee inclusive of VAT would therefore be £2460 inclusive of VAT.

Unless otherwise stated in 'Owners Instructions-Special Terms Agreed', no further fees are payable to us beyond the first 12 months irrespective of whether the tenant renews or not.

Notes:

If our fee exceeds the first months' rent collected, the landlord will be required to pay us back the difference. By law we cannot take any money owed to us from the tenant's dilapidations deposit.

LET-ONLY & RENT COLLECTION-LONG LETS

Our fee for this service is 9%+VAT (10.8% inclusive of VAT)

With this service our fee is collected each month for the entire duration of the let.

It is calculated as follows:

$£2500 \times 9\%$ which equates to £270 inclusive of VAT payable on completion and each month thereafter.

If this is the first time we have let this property, there will be the same set up charge of £300 Inclusive of VAT.

The total fee inclusive of VAT in the first month would therefore be £570 inclusive of VAT.

The landlord would therefore be due £1930 (£2500 rent less our fee of £570).

If as stated above we have let this property before, then the set-up would not apply, and the landlord would be due £2230 (£2500 rent less our fee of £270)

From month two onwards and until the tenancy ends, we will take £270 (inclusive of VAT) from rent received from the tenant and pay the balance to you.

FULL MANAGEMENT-LONG LETS

Our fee for this service is 12%+VAT (14.4% inclusive of VAT)

With this service our fee is collected each month for the entire duration of the let.

It is calculated as follows:

$£2500 \times 12\%$ which equates to £360 inclusive of VAT payable on completion and each month thereafter.

If this is the first time we have let this property, there will be the same set up charge of £300 Inclusive of VAT.

The total fee inclusive of VAT in the first month would therefore be £660 inclusive of VAT.

The landlord would therefore be due £1840 (£2500 rent less our fee of £660).

If as stated above we have let this property before, then the set-up would not apply, and the landlord would be due £2140 (£2500 rent less our fee of £360)

From month two onwards and until the tenancy ends, we will take £360 (inclusive of VAT) from rent received from the tenant and pay the balance to you.

Note: The same principles above apply to short lets.

8. OWNERS INSTRUCTIONS

(To be completed by the landlord)

FULL ADDRESS OF PROPERTY TO LET

I/We agree and confirm my/our instructions as follows:

That this agreement is subject to Burghleys Estate Agents Limited 'Lettings-Terms of Business' which I/We have read and fully understand, and which form a legally binding contract between Burghleys Estate Agents Limited (also known as Burghleys) and me/us.

If there is anything within this document that you do not understand or require further clarification you should contact Burghleys or a legal advisor before signing this agreement.

Please let my/our property under the terms and conditions of the following service(s): (please tick as appropriate).

TERMS

<input type="checkbox"/>	Let Only Service - Sole Agency as per 1.1 Service and Fees
<input type="checkbox"/>	Let Only Service - Multiple Agency as per 1.1 Service and Fees
<input type="checkbox"/>	Let Only with Rent Collection Service - as per our 1.2 Service and Fees
<input type="checkbox"/>	Full Management as per 1.3 Service and Fees
<input type="checkbox"/>	Short Let Service as per 2. Service and Fees
<input type="checkbox"/>	Permission to erect 'To Let' Board <i>(Tick if you do not want a board)</i>
<input type="checkbox"/>	Special Terms Agreed:

YOUR BANK DETAILS (For Rental Payment/s):

This is for payments to a UK Bank only. See section 8-Schedule of Charges for International Payments.

Account Name:	
Bank Name:	
Sort Code:	
Account Number:	
Payment Reference:	

9. INITIAL ASKING PRICE

£ **PER CALENDAR MONTH (PCM)**

I/We agree to put Burghleys in funds in advance (if so demanded) for arranging Energy Performance Certificates, statutory certification, works, etc. and to cover any costs incurred by Burghleys prior to any agreed let.

Should Burghleys not be successful in letting my/our property, I/We agree to refund on demand any costs incurred by Burghleys for arranging any other statutory certification, works etc. paid for in advance.

Fees are quoted inclusive of VAT at the prevailing rate.

#Burghleys sole agency agreement is for a minimum of 28 days from the date this agreement is signed and will continue until 28 days' notice has been given in writing. Fees will be payable to Burghleys, at the fee agreed if tenants move into your property if (1) they were introduced by Burghleys during the period of the sole agency or with whom Burghleys had negotiations about the property during that period, or (2) tenants have been introduced by another agent during that period.

OWNERS FULL NAMES AND ADDRESS/ES

Title	Full Name/s	Full UK or Overseas Address/es (if different to property being let)

10. OWNERS DECLARATION

(To be completed by the Landlord)

I/We declare that I/We am/are the sole/joint owner(s) of all the property as detailed above and that I/We have obtained all necessary consents to enable me/us to enter into an agreement to let the above property.

I/We confirm that I/We have read Section 5. Statutory Safety Legislation above and warrant that all the premises and services, furniture and fixtures & fittings to the property will comply (where applicable) with the following legislation (irrespective of whether such written documentation as proof of compliance is provided to Burghleys, or the tenants, before any tenancy commences or at any renewal):

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)

The Gas Safety (Installation and Use) Regulations 1998 and

The Electrical Equipment (Safety) Regulations 1994 (as amended)

Smoke Detection Act 1991 Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended)

The Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of the Health and Safety at Work Act 1974

Legislation under Child Safety Requirements of British Standard EN 13120 (Blinds and Cord Safety)

General Product Safety Regulations 1994

Homes (Fitness for Human Habitation) Act, 2018

The Fire Safety Act, 2021

I/we agree to provide my/our tenant with written confirmation on demand (or at any time during the tenancy, extensions, or renewals) that we have met our obligations under the various acts listed above.

I/We accept that Burghleys will offer guidance, support, and assistance to us in meeting all my/our statutory obligations above. However, I/We accept the full responsibility in meeting such obligations.

If a claim of any description is made by or on behalf of tenants or third parties because of me/us not meeting our legal, statutory, and financial obligations, I/We indemnify Burghleys in respect of any claim, demand, liability, cost, expense, or prosecution whatsoever which may arise.

I/We agree that Burghleys are authorised to lodge the tenant(s) dilapidations deposits in The Deposit Protection Service (The DPS). See 3.6 and appendix C) on my/our behalf. I/We also authorise Burghleys, or any members of their staff, to complete and sign and provide to the tenant(s) the statutory and legal Prescribed Information documentation (Fully Managed Lets Only).

I/We confirm that if I/We hold the tenant(s) dilapidations deposit that I/We will provide Burghleys with appropriate details or will join an appropriate government-sponsored tenancy deposit protection scheme as required by law and submit the

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deposit within 14 days of Burghleys confirming receipt of such deposit. I/We indemnify Burghleys against any claims made by the tenant(s) in relation to their deposit at the end of any tenancy arranged on this property (Let-only & Rent Collection Services Only)

Should I/We use the services of a contractor, or any 3rd party introduced by Burghleys, we indemnify Burghleys in respect of any claim, demand, liability, cost, expense, or prosecution whatsoever which may arise as a result of me/us contracting with such 3rd party to undertake any work or service.

I/We the undersigned and on behalf of all owners, have been made aware that it is my responsibility to undertake tenant's 'Right to Rent' checks in the UK, in accordance with The Immigration (Restrictions on Employment and residential Accommodation) (Prescribed Requirements and Codes of Practice) and Licensing Act 2003 (Personal Premises and License) (Forms) Order 2021 which came into force on 1st July 2021.

By signing this document, I/We transfer responsibility to Burghleys Estate Agents Limited to undertake the relevant checks given above on my behalf on each, and every tenant, who proposes to rent my property from me and before any tenancy shall commence.

If I/We have instructed Burghleys Estate Agents Limited on a Full Management basis, this transfer of responsibility shall include further appropriate checks on each, and every tenant, beyond the start of the new tenancy as and when required in accordance with the above Act.

If I/We have instructed Burghleys Estate Agents Limited on a Let Only or Rent Collection basis, I/We understand it is my/our full responsibility to undertake any require appropriate checks beyond the start of any new tenancy as and when required and in accordance with the above Act.

I/We understand that we have the legal right to cancel this agreement under the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations (2008) within 14 days starting from the day you received the Notice which is attached to the back of these terms of business. I/We understand that this right to cancel is not applicable if the agreement is signed in Burghleys Office.

FULL NAME:

***SIGNATURE:**

DAYTIME CONTACT NUMBER:

EMAIL ADDRESS:

DATE:

***Signed for and on behalf of all legal owners**

Deposit Protection provided by: The Deposit Protection Service (The DPS)

Independent Redress provided by: The Property Ombudsman Scheme (TPO) & The Property Redress Scheme. Burghleys Estate Agents Limited are members of The TPO scheme and fully subscribe to their Code of Practice. Copies of the code are available upon request.

Client Money Protection Scheme provided by: The UKALA- UK Association of Letting Agents

Burghleys Estate Agents fully comply with The Data Protection Act, 1988 and GDPR regulations and are committed to protecting all its clients' personal data. To view our privacy policy, visit: www.burghleys.com and click on the link 'Privacy Policy' near the foot of the homepage.

Our General Obligations

- Burghleys Estate Agents Limited are members of The Property Ombudsman Scheme and fully subscribe to their Code of Practice. Copies of this Code of Practice are available upon request.
- Burghleys Estate Agents Limited fully comply with The Data Protection Act, 1988 and GDPR regulations, and are committed to protecting all its clients' personal data. To view our privacy policy, visit: www.burghleys.com and click on the link 'Privacy Policy' near the foot of the homepage.
- Burghleys Estate Agents Limited fully comply with all the laws (as amended, re-enacted or substituted with or without modification from time to time) relating to residential estate agency and in particular the Estate Agents Act 1979, the Consumers, Estate agents and Redress Act 1998, Competition Act 1998, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), Business Protection from Misleading Marketing Regulations 2008 BPRs), Consumer Contracts Information, Cancellation and Additional Charges Regulation 2013, Part 2 of the Consumer Rights Act 2015, Energy Act 2011 (Green Deal) and all other current and relevant primary and secondary legislation.

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- Burghleys Estate Agents Limited are registered with the appropriate authority in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. You are required to comply with all requests made by us to confirm that you are the legal owner/s of the property along with suitable identification documents.
- All Employees of Burghleys Estate Agents Limited are fully conversant with all aspects of The TPO Code of Practice.
- Burghleys Estate Agents Limited will disclose to you any personal interest that they or any connected person has in the sale or potential conflict of interest.
- Burghleys Estate Agents Limited maintain and operate an in-house complaints procedure in accordance with The TPO code of practice.
- All information supplied by the Client/s to Burghleys Estate Agents Limited is and will be treated in the strictest confidence.

11. SCHEDULE OF CHARGES

All figures quoted below are **inclusive of VAT** (unless otherwise stated)

Energy Performance Certificates

Energy Performance Certificate (EPC)	£96
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Tenant Reference Checks

Guarantor Reference & Credit Check	**FREE OF CHARGE**
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Gas Safety Test

Gas Safety Test (CP12)	From £78
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Gas Safety Test & Boiler Service

Combined Gas Safety Test & Boiler Service	From £108
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Electrical Safety Tests

Portable Appliance Test (PAT)	From £90
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Full Electrical Safety Test (ESI)	
Up to 2 Beds	From £210
3 Beds+	From £228

Smoke and Carbon Monoxide Tests & Installation

Initial Inspection	From £90
Carbon Monoxide Alarm Installation	Estimate to be provided based on number of alarms required
Smoke Alarm Installation	Estimate to be provided based on number and type of alarms required

Legionnaire's Disease Testing

Legionnaire's Test	Quotation upon request
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Professional Cleaning Services (Pre-Tenancy & End of Tenancy)

Professional Cleaning	Quotation/s upon request
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International Payments

Payment of Rent to Non-UK Banks	£12 per payment plus bank charges (where applicable)
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All above 'schedule of charges' are minimum charges that will be applied (where applicable). They may increase, for example, dependent on the level of work involved, the specific requirements of a landlord, etc. Parking charges may also be applied by 3rd party contractors.

If you choose to use our Let-Only service, and we believe there will be insufficient funds available from advance rent paid by a tenant and after calculating our fees, to pay for any services above, we may request at our discretion to be put in funds before instructing a tradesman.

Post-Let Services (Let Only & Rent Collection Service Only)

Drafting and Arranging Execution of New Fixed Term Tenancy Agreement	£240 per new agreement (existing tenant/s or new tenant/s introduced by the landlord)
Organising and administering removal, adding or change of Tenant	£240 each change
Manage Check-Out of Tenant	£240
Preparation and Issuing of any Letters to Tenants	£24 per letter
Preparation and Issuing of Any Legal Notices inc. s.8 & s.21	£144 per notice
Amendments/Changes to Deposit Protection Service Details	£24 per amendment/change
Organising Additional Safety Tests	£24 per Test plus test cost
Letters to Third Parties	£24 per Letter
Payment of Rent to Non-UK Banks	£12 per payment plus bank charges (where applicable)

Post-Let Services (All Services)

Court Attendance	£120 per hour or part thereof
Out of Hours Emergency Call Out Service	Ranging from £102-£150 dependent on time of call out + first hour. Each hour at £54 irrespective of time.
Forwarding of Mail	£1.00 per standard letter / £1.50 per large letter plus postage cost/s
Additional Copy Statements	£1 per statement
Furnishing the Property	12% of total invoice
Burghleys Non-Urgent Property Visits	£48 per visit
Meeting Third Party Contractors/Providers	£48 per visit. If required to wait a further charge of £48 per hour or part thereof will be payable

12. APPENDIX A

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

The levels of service available to the landlord can be found on page 3 of this agreement.

(a) The levels of service available to the landlord can be found on page 3 of this agreement.

(b) The trading name of the company is **Burghleys Estate Agents Limited (also known as 'Burghleys')**

(c) The company can be contacted at: Burghleys Estate Agents Limited

Telephone number: 020 7267 0100

Fax number: 020 7267 0222

Email address: team@burghleys.com

(d) and (e) We do not act on behalf of another trade

(f (g) (h) (i) and (j) See Scale of Charges

(k) To view our complaints procedure visit: www.burghleys.com

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(m) The costs involved with invoking a right to cancel can be found in Appendix B.

(n) We are member of The Property Ombudsman Scheme

13. APPENDIX B

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, **Burghleys Estate Agents Limited of 136 Fortess Road, London NW5 2HP, 020 7267 0100, team@burghleys.com** of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, or email). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

We will make any reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make any reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contact, in comparison with the full coverage of the contract.

14. NOTICE OF RIGHT TO CANCEL

*The consumer has a right to cancel this contract if he/she wishes and that this right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.

[Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008]

Date:

Agent's name: **Burghleys Estate Agents Limited of 136 Fortess Road, London NW5 2HP**

Re: (property address)

The address, (including any electronic mail address as well as the postal address),

of a person to whom a cancellation notice may be given: 136 Fortess Road, London NW5 2HP

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent to the Agent.

The form below may be used if you wish to cancel this contract.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named above. You may use this form if you want to, but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

.....*cut here*.....

CANCELLATION NOTICE

Re: (property Address)

To: [Agent's name or the name of the person to whom notice may be given.]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) agreement dated.

Signed:

Name and Address:

Date:

Delivery Address:
Burghleys Estate Agents Limited
136 Fortess Road
London
NW5 2HP

***This 'Notice of the Right to Cancel' only applies if the agreement has been signed in the owner's home or workplace. It is not applicable if signed in our office.**

15. DEPOSIT PROTECTION SERVICE (THE DPS) – MANAGED LETS ONLY

APPENDIX C (The Deposit Protection Service-The DPS)

1 Assured Shorthold Tenancy Deposits

- 1.1. If a tenant pays a deposit in connection with an assured shorthold tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
- 1.2. The landlord must give the tenant and any Relevant Person ‘prescribed information’ about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
- 1.3. We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

The Deposit Protection Service (The DPS)
The Pavilions
Bridgwater Road Bristol
BS99 6AA

Phone: 0330 303 0030
Web: www.depositprotection.com
Email; Please visit their website for further details

- 1.4. If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of The DPS on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.
- 1.5. If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord’s behalf):
 - a. fails to give prescribed information within the Statutory Time Limit; or
 - b. fails to comply with the initial requirements of an authorized scheme within the Statutory Time limit; or
 - c. notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme’s confirmation that the deposit is protected.
- 1.6. If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the DPS. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions regarding the deposit if those instructions conflict with the Scheme rules.
- 1.7. The Scheme rules are available to view and download from www.depositprotection.com and point for you to bear in mind is that we must hold the deposit as “stakeholder”. This means that we can only pay money from the deposit if:
 - a. both landlord and tenant (and any Relevant Person) agree; or
 - b. the court orders us to do so; or
 - c. the DPS directs us to do so.

2. During the tenancy

- 2.1. We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).
- 2.2. Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.
- 2.3. If the DPS directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

- 2.4. At the end of an AST, we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].
- 2.5. Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant’s agreement. If you have joint tenants, all of them must agree.

3. Where there is a dispute about the deposit at the end of the tenancy

- 3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
- 3.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify The DPS. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
- 3.4 If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
- 3.5 The DPS will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.
- 3.6 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.
- 3.7 Agents and landlords are permitted to refer a dispute about a deposit to the DPS. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the tenant (or all joint tenants) does not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.
- 3.8 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.depositprotection.com.
- 3.9 The DPS will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).
- 3.10 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

4. Consent to use personal information

- 4.1. When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.
- 4.2. You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish to be contacted for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

5. Our duty to provide correct and complete information

- 5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.
- 5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6. Where the tenancy is not an AST

- 6.1. The deposit does not have to be protected by law. However, The DPS will make its independent alternative dispute resolution service available to you as our client because we are a member of the Scheme.
- 6.2. If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a. the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication, or arbitration).
- b. you, we, and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate).

6.3. The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme.

7. Where you instruct us that you do not want us to protect an AST deposit

- 7.1. If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
- 7.2. By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.
- 7.3. If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

