



LETTINGS TERMS OF BUSINESS

These terms set out the Agreement between 'you' the Landlord and Nessknoll Ltd T/A Austin Chambers & Co (Austin Chambers & Co Estate Agents and Managing Agents) 'us'.

Property Address/es: Postcode:
Owner/s: (referred to as 'The Landlord')
Owner Address:

Agency Type: Sole <input type="checkbox"/> Joint Sole <input type="checkbox"/> Multiple <input type="checkbox"/>	Agency Period _____ weeks
------------------------------------------------------------------------------------------------------------------	---------------------------

Before signing this document, please read our "Guide for Landlords", which contains guidance, terms, conditions and definitions. You and we agree that our "Guide for Landlords", as amended and updated from time to time, shall apply to and form part of this agreement. It can be accessed at:

www.austinchambers.co.uk/pdf/guideforlandlords.pdf

You confirm that there is no adverse "Material Information", as defined by the CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 that should be disclosed to prospective tenants. If there is Material Information that should be disclosed, you confirm that you will provide us with full details in writing prior to marketing commencing.

E-mail: If you provide an email address that we can contact you on, we can keep you updated quickly and simply with issues relating to your property.

E-mail address:
Mobile Number:
Landline (Home):
Landline (Business):

Are you the legal owner?

Y ☐ By signing this contract and any subsequent tenancy agreement you warrant that you are the sole owners of the property as recorded at the Land Registry

N ☐ By ticking this box you are stating that, although you are not the owner of the above property (ies), you warrant, represent and undertake to Austin Chambers & Co that you have authority to sign this contract and any subsequent tenancy agreement on the owner's behalf. You also commit to provide appropriate evidence of authority to sign this contract and any subsequent tenancy agreement on the owner's behalf such as: Power of Attorney, Appointment as Agent for Owner or Appointment as Trustee

Irrespective of the above by signing this agreement you agree to be personally responsible for all fees and charges due.

Authorised Signatories:

Full Name:	Signed:	Date:
Full Name:	Signed:	Date:
Full Name:	Signed:	Date:

NB: We may be restricted by law from fully implementing your instructions or accounting to you for rent until we have received this document signed and initialed plus identification: photographic personal identity and evidence of address.

LETTINGS TERMS OF BUSINESS

SERVICES REQUIRED

TENANCY MANAGEMENT ☐ (Please see Section A of our Guide to Landlords)

Fee – 14.40% Inc VAT (12.0% plus VAT) of all rent due from the tenant(s) for the original term of tenancy and any extension thereof plus VAT to be taken annually in advance. There are no reduced fees on renewals for managed properties.

SERVICES AGREED-

- Letting
- Deposit Management -*Inc collection and dispersal*
- Rent Collection -*Inc rent due reminders*
- Renewal Processing -*Inc rent increase negotiations*

The Tenancy Management Service and the fees payable continue for tenant(s) we have introduced throughout the entire original period of the Tenancy Agreement and any renewal of it or for its extension by any form of periodic tenancy (this therefore includes but is not limited to any period when the tenant we have introduced remains in residence). Property Management is an additional service (detailed below).

TENANT FINDING ONLY ☐ (Please see Section A of our Guide to Landlords)

☐ Fee 8.40% Inc VAT (7.0% plus VAT) of the rent due for the term of the initial tenancy agreement

Services agreed

- Letting
- Renewal Processing -*Inc rent increase negotiations*

From the first renewal of the Tenancy, the fee will reduce by 1.2% Inc VAT (1% plus VAT) per renewal until the fee has reduced to 6% incl. VAT (5% plus VAT).

The Tenancy Management Service and the fees payable continue for tenant(s) we have introduced throughout the entire original period of the Tenancy Agreement and any renewal of it or for its extension by any form of periodic tenancy (this therefore includes but is not limited to any period when the tenant we have introduced remains in residence). Property Management is an additional service (detailed below). All obligations for subsequent management of the Tenancy after occupation begins will be the responsibility of the Landlord. The obligations to arrange the inventory check in and check out (should you require one) will also be the responsibility of the Landlord. Austin Chambers & Co can arrange for the Landlord subject to the appropriate fees being paid.

SHORT LET SERVICE ☐ (Please see Section C of our Guide to Landlords)

There may be occasions when it makes economic sense to let your property for less than 6 months. If you require us to provide this service, our fees for both our Tenancy Management and Tenancy Find services above will be 30.00% inc VAT (25.00% plus VAT) instead.

PROPERTY MANAGEMENT SERVICE ☐ (Please see Section B of our Guide to Landlords)

☐ Fee – 7.20% inc VAT (6.0% plus VAT) of monthly rent

☐ Fee – 8.40% inc VAT (7.0% plus VAT) of monthly rent if Licensable HMO (see Section M of our Guide to Landlords)

Excludes our debtor management and Rent Guarantee service where Tenancy Management services are also being used and where Rent Guarantee is confirmed in writing prior to tenancy commencement.

Reserve money to be held: £

Rent Guarantee Required ☐ Yes ☐ No

The Property Management Service may only be ended by either you or us giving the other three months' written notice or in any case when the tenant(s) end their occupation of the property. In the event that you terminate the Property Management Service, from the date of termination you agree that an additional 2.4% inc VAT (2% plus VAT) of all rent due from the tenant(s) for the original term of tenancy and any extension thereof shall be due in respect of the Tenancy Management Service.

SPECIAL FEE CONDITIONS

ADDITIONAL CHARGES FOR OUR LANDLORD ADMINISTRATION SERVICES

There is an administration charge of £180.00 Inc VAT, which is your share of the cost of considering an application, taking up references and preparing documents relating to a Tenancy. If a Tenancy Agreement other than that drawn up by us is used, the charge may differ.

When a Tenancy is renewed and:

- our form of Tenancy Agreement was used to create the original Tenancy and you would like our form to be used for the Renewal, there is an administration charge of £90.00 Inc VAT (£75.00 plus VAT). This is your share of the cost of considering the application to renew and for preparing a new Tenancy Agreement or Renewal Document; or
- you confirm that you are prepared to renew an existing Tenancy to the Tenant(s) but occupation of the Property continues as a Periodic Tenancy (for any reason) then 50% of NESSKNOLL LTD's standard administration charge of £90.00 Inc VAT (£45.00 inc VAT or £37.50 plus VAT) will still be payable by you.

AGENCY TERMS

Sole Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed if within six months of the termination of this agreement unconditional contracts for the let of the Property are exchanged with a tenant introduced by us during the period of our Sole Agency or with whom we had negotiations about the Property during that period or with a tenant introduced by another agent during that period.

Joint Sole Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed if within six months of the termination of this agreement unconditional contracts for the let of the Property are exchanged with a tenant introduced by us or by the Joint Agent during the period of our Joint Sole Agency or with whom we had negotiations about the Property during that period or with a tenant introduced by another agent during that period. The fee will be shared with the Joint Agent, normally on a 50/50 basis unless a different arrangement has been agreed in writing, and you will be held liable to pay us the proportion due to us.

If we arrange a Let during the period that we are your Sole Agent or Joint Sole Agent and that let fails to proceed to exchange of contracts we are entitled to continue to act as Sole Agent or Joint Sole Agents for an additional 28 days beyond the term originally agreed.

Multiple Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed if within six months of the termination of this agreement unconditional contracts for the let of the Property are exchanged with a tenant introduced by us during the period of our Agency or with whom we had negotiations about the Property during that period.

Our appointment as Sole Agents or Joint Sole Agent for our Tenant Finding Only and Tenancy Management services can only be ended if you give us or we give you 14 days written notice and such notice cannot be given earlier than 14 days before the end of the Agency Period of this agreement. If we have arranged a let within the Agency Period which fails to proceed to an exchange of contracts the minimum Agency Period is extended by 28 days.

If, whether during the period of our Agency or within 6 months of the termination of this agreement, unconditional contracts for the Let of the Property are exchanged via another Lettings Agent or otherwise, with a tenant introduced to you / the Property by us during the period of our Agency with whom we had negotiations about the Property during that period, you agree that you are liable to pay remuneration to us at rate agreed by you above for introducing a tenant. This may be in addition to any other cost or charges due to us, such other Lettings Agent or otherwise.

LETTINGS TERMS OF BUSINESS

Our Agency Fees are calculated as the agreed percentage of the rental price and this includes any amount agreed for furnishings plus VAT.

These Agency Fees are due upon exchange of contracts and are payable no later than the contractually agreed completion of the let ("Move in Date" or 14 days from the issue date of the invoice).

INDEPENDENT INVENTORY

An Independent Inventory & Schedule of Condition is strongly recommended.

NOTE: compulsory for Oxford City Council HMO'S (Houses in Multiple Occupation)

- Please arrange for an Inventory Report to be created by a Professional Inventory Clerk at my cost ☐
- As the Landlord, you do not require an Inventory and take full responsibility for that decision in the event of a subsequent dispute with a tenant ☐
- As the Landlord, you will provide us and the tenant(s) with a copy of a professionally produced Inventory prior to the commencement of the Tenancy and take full responsibility for the reliability of this inventory and any check-in arrangements you make with the tenant(s) in the event of a subsequent dispute with a tenant ☐

We are unable to hold the deposit for a Tenancy if an Independent Inventory is not available; in this case you, as the Landlord, must make your own arrangements to hold the deposit and register it with an approved Deposit registration Scheme. (Non-Property Managed Properties only)

TENANCY DEPOSIT SCHEME (MY DEPOSITS INSURANCE BASED SCHEME) (See section D of our Guide to Landlords)

Where we hold the deposit it will be registered with My Deposits Insurance Based Scheme.

Tenancy Management & Property Management ☐

Our charge for the TDS service is £66.00 Inc VAT and is due and payable at the start of the tenancy. Thereafter for every renewal of the tenancy fully executed with a tenancy agreement a charge of £42.00 Inc VAT is payable at completion of the renewal process. If a tenancy is held over on a Statutory Periodic Tenancy this will be reflected and amended by Austin Chambers & Co at no extra cost.

Tenant Find Only ☐

Our charges for the TDS service are:

- £66.00 Inc VAT per annum in advance and at every extension to the tenancy agreement whether by way of a formal renewal or on a periodic basis; and
- £250.00 Inc VAT for administering the deposit dispersal when the tenants vacate the Property.

Other ☐

As the Landlord, you agree to take full responsibility and will incur the costs for the registering of the tenants' deposits with a recognised deposit scheme

Please see section D of the Guide to Landlords for more details on the administering of tenancy deposits.

OTHER SERVICES

Property Refurbishment/Goods Supply ☐ (See section F of our Guide to Landlords)

I require the assistance of the NESSKNOLL LTD refurbishment service and, in addition to the charges of the refurbishment contractor managed by NESSKNOLL LTD on my behalf, agree to be charged by NESSKNOLL LTD 12% Inc VAT (10% plus VAT) of the cost of such refurbishment before VAT (with a minimum fee of £60 Inc VAT).

Vacant Property Management ☐ (See section E of our Guide to Landlords)

I have elected to use the Austin Chambers & Co Vacant Property Management service which is charged at £75.00 Inc VAT, payable upfront, from the signing of this contract or when the property becomes vacant, whichever is the later.

Vacant Property Visit Service ☐ (See section E of our Guide to Landlords)

This is a service that can be added to the Vacant Property Management service. Our charge for this additional Vacant Property Visit Service is at £75.00 Inc VAT, payable in advance.

LETTINGS TERMS OF BUSINESS

ARRANGING OF OTHER SERVICES WHERE THE LANDLORD HAS NOT CHOSEN OUR PROPERTY MANAGEMENT SERVICE

Gas Safety Record, Fixed Wiring & Portable Appliance Inspection Tests

In addition to the actual charge from the contractor there is after the initial let, you agreed to pay us £78.00 Inc VAT for each order placed

MISCELLANEOUS COSTS

To arrange removal/replacement of any of the contents, fixtures or fittings in a property

£75.00 Inc VAT or 12% Inc VAT (10% plus VAT) of the cost, whichever is greater

To arrange works upon an insurer's instruction in any Insurance claim

12% Inc VAT (10% plus VAT) of the total value of works

BANKING DETAILS

Please note that due to Money Laundering Regulations, it is Austin Chambers & Co policy **ONLY** to remit to bank accounts in the name of the Landlord.

However, we acknowledge that there may be rare circumstances where this is not possible. If this is the case our Money Laundering Reporting Officer will require a satisfactory explanation to sanction such transfers.

Please provide details of the bank account to which we should remit any funds which are due to you.

Account Name:	Account Number:
Bank Name:	Sort Code:

OR for accounts outside of the UK

Account Name:	Bank Identification Code:
Bank Name:	Account Holding Branch Name:

We will remit funds to the Landlord within 3 workings days of funds being allocated to the Landlord's account subject to reserve funds being available (please note for funds received by personal cheque the period is 6 days). Please note that there may be an additional charge for and a further time delay to transfers where an account is outside the UK.

Houses in Multiple Occupation (HMO's)

<p>Do you have a license for the property to be occupied as an HMO? Y <input type="checkbox"/> N <input type="checkbox"/></p> <p>If 'Y' you confirm a valid HMO license is in place for the property to be occupied and will provide a copy to us.</p> <p>You also confirm that all conditions of the license have, or will be fully complied with prior to the commencement of a Tenancy.</p> <p>The Number of permitted occupiers is confirmed as:</p> <p>Restrictions relating to the HMO are:</p> <p>The Renewal date for the HMO is:</p>

LETTINGS TERMS OF BUSINESS

Houses in Multiple Occupation (HMO) Licence Application

Austin Chambers & Co is able to apply for a licence on behalf of a client. The fee for this service if the property is not managed as a HMO by NESSKNOLL LTD is:

£360 Inc VAT on initial application for a Tenancy to the Local Authority plus any fees charged by them.

£120 Inc VAT on renewal of a Tenancy plus any fees charged by the Local Authority.

Please apply for a HMO licence on my behalf ☐

You agree that once secured they will ensure that all conditions of the license will be complied with prior to the commencement of a tenancy

SPECIFIC INITIAL INSTRUCTIONS OR PROVISION OF SAFETY DOCUMENTATION

Gas Supply – It is a legal requirement that the property has a valid gas safety record if it has a gas supply

- The above property **does not** have a gas supply ☐
- Please arrange for a gas certificate on my behalf ☐
- As the Landlord, you will arrange for the provision of a valid gas safety certificate and will provide it to us and the tenant(s) prior to the tenant(s) taking occupation ☐

Electrical Safety - It is a legal requirement that the property has to be electrically safe

Electrical wiring within the property

- As the Landlord, you confirm you are satisfied that the electrical wiring within the above property is safe and accept full responsibility for ensuring it is safe ☐
- Please arrange an electrical 3-5 year fixed wiring certificate on my behalf and at my expense ☐
- As the Landlord, you confirm you will arrange for the provision of a valid 3-5 year fixed wiring test and will provide it to us and the tenant(s) prior to the tenant(s) taking occupation ☐

Portable appliances within the property

- As the Landlord, you confirm you are satisfied that the portable appliances within the property are safe and accept full responsibility for ensuring they are safe ☐
- Please arrange for a portable appliance safety test on my behalf and at my expense ☐
- As the Landlord, you will arrange for the provision of an annual portable appliance safety test and will provide it to us and the tenant(s) prior to the tenant(s) taking occupancy ☐

Smoke Alarms – due to The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, it is a legal requirement that smoke alarms are present on each floor, including ground floor entrance lobbies, of the Property and are tested prior to the tenant(s) taking occupation:

- As the landlord, you confirm that there are working smoking alarms present on each floor of the property and that you will arrange for these to be serviced/tested on the first day of the tenancy ☐
- Please arrange for a smoke alarm(s) to be fitted on my behalf and at my expense ☐
- Please arrange for the existing smoke alarms to be serviced/tested on my behalf and at my expense ☐

LETTINGS TERMS OF BUSINESS

Carbon Monoxide Detectors – it is a legal requirement (as per above) that all rooms containing a solid fuel appliance or open fire, where solid fuels can be burnt, contain a working carbon monoxide detector:

- As the landlord, you confirm that there are no solid fuel appliances and no open fire places within the property ☐
- As the landlord, you confirm that carbon monoxide detectors have been fitted in each room containing a solid fuel appliance and that you will arrange for these to be serviced/tested on the first day of the tenancy ☐
- Please arrange for a carbon monoxide detector(s) to be fitted on my behalf and at my expense ☐
- Please arrange for a carbon monoxide detector(s) to be serviced/tested on my behalf and at my expense ☐

Legionella Testing

- As the landlord, you confirm that you are satisfied that there is no legionella present in the domestic water supply and the associated pipework/fittings ☐
- Please arrange for a risk assessment to be carried out on my behalf and at my expense ☐
- I will arrange a risk assessment for Legionella and will provide the report to Austin Chambers & Co and the tenant(s) prior to the tenant(s) taking occupation ☐

ENERGY PERFORMANCE CERTIFICATES (EPC)

An EPC is required by law. We have an obligation to, and will provide a copy of the EPC to any prospective tenant as part of the marketing of the property.

If you would like us to arrange an EPC for you please tick here ☐

You confirm you will provide us with an EPC that conforms with the EPC Legislation for the property at the time of signing this agreement. ☐

Where you are providing your own EPC, the provider will be: _____

You confirm an EPC is not required for marketing under current EPC Legislation. If this changes you confirm you will provide us with an EPC that conforms with the EPC legislation for the property when the change becomes known to you. ☐

Where you have ticked that you would like us to arrange an EPC:

- our EPC provider will make contact with you to collect payment for the supply of the EPC in the sum of £78.00 inc VAT which is agreed as being due upon the signing of this document. Where an EPC is supplied by our EPC provider we do not make or give any representations, warranties or other promises in relation to its accuracy or otherwise; and
- it is important that we work closely with you, and our EPC Provider to prepare the EPC within 28 days of the property being marketed. To this end we have agreed service standards with our suppliers and would ask for your full cooperation to provide both information and access for the EPC inspection. We accept no responsibility for delays beyond our direct control.

APPROVAL TO LET THE PROPERTY

You warrant that your unconditional consent to Let the Property has been provided by your insurance company or that where conditions have been applied you warrant that you will provide us with copies prior to the introduction of prospective tenants to the property.

- You confirm that unconditional consent to Let the Property from your lender, if you have one, has been granted or that where conditions have been applied you warrant that you will provide us with copies prior to the introduction of prospective tenants to the Property ☐
- You confirm that at this time consent to let the property from the lender, if you have one, has not been secured but warrant that this approval will be secured prior to the introduction of prospective tenants to the property. ☐

LETTINGS TERMS OF BUSINESS

- You confirm that unconditional consent to let the property from the superior freehold or leasehold interest has been granted or that where conditions have been applied you warrant that you will provide us with copies prior to the introduction of prospective tenants to the property ☐

YOUR INFORMATION AND OTHER SERVICES

We will offer a full range of services to potential tenants and buyers including estate agency, financial services, Conveyancing, insurance, broadband & TV, removals, new homes sales and survey services from which we may get commission or fees.

We will use the information we collect from you to carry out this agreement and for statistical, administration and marketing purposes. We will disclose the information to our service providers and agents for these purposes.

If you do not want us to pass your details on to other agents and service providers please tick this box ☐

PERSONAL INTEREST

Best practice requires that we should declare to any prospective tenants if you are related to, or are connected in business to any member of staff of Nessknoll Ltd T/a Austin Chambers & Co.

Are you aware of any such relationship?

No ☐ Yes ☐ if yes, give details: _____

If you become aware of any association during your dealings with us you warrant to confirm this to us in writing.

ABORTIVE COSTS

If the basic terms of a tenancy or renewal have been agreed with you and we are instructed to proceed with the formalities and you then withdraw from the transaction, you agree that you will:

- pay us 50% of the Tenancy Management or Tenant Finding Only fee + VAT, or £390 Inc VAT, whichever is the greater, as well as reimbursing us for other reasonable costs incurred by us, within 7 days of the date of your withdrawal from the transaction; and
- reimburse the prospective Tenant(s) for the administration charges they have incurred.

EARLY TERMINATION

No refunds are payable where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, whether as a result of an early termination by the agreement of the parties or one party serving a proper notice under a break clause (save where expressly agreed in writing). Where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, and you instruct us to re-let the Property and new fees are paid for the letting and/or property management, the amount of the original fee that is "duplicated" will be credited to your account with us.

CREDIT / DEBIT CARDS PAYMENTS

All payments to us if made by credit / debit card will attract the handling charge levied by the card organization and will be payable by the client. We DO NOT accept American Express.

TASKS OUTSIDE OUR TENANCY MANAGEMENT, LETTING ONLY OR PROPERTY MANAGEMENT SERVICES

- If you instruct us or we are required to undertake tasks outside of our normal services (e.g. debt collecting; court appearances; fair rent assessment; checking alien agreements; tenancy deposit services or other tribunals; post tenancy assistance or information), you agree to pay us for our time at a rate of £90 Inc VAT per hour (minimum half an hour).
- Where you have not selected our Property Management service, you agree to pay us £60 Inc VAT for arranging each property management task that you instruct us or we are required to carry out (e.g. the organisation of cleaning or the arrangement of the changeover of utilities).
- If you instruct us or we are required to arrange Key Cutting, you agree to pay us £60 Inc VAT.

LETTINGS TERMS OF BUSINESS

UTILITIES, COUNCIL TAX AND WATER SUPPLY

You, as Landlord, agree that we may pass the your name and contact details to Spark Energy Supply Limited (Spark Energy) at the point of instruction to let the property for the purposes of:

- Registering the gas and electricity meters at the property in the Landlord name with Spark Energy, providing gas and electricity to the Landlord and administering the Landlord's account with SparkEnergy;
- Registering the Landlord with the relevant local authority for the payment of council tax; and
- Registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and include an agreement with the Tenant for those services and products.

When the property is let gas and electricity will be provided, or will be in the process of being provided by Spark Energy and will be transferred into the Tenant's name. However, this will not prevent the Landlord or Tenant from changing to a different provider if desired.

Where a Landlord instructs NESSKNOLL LTD not to utilise the services of Spark Energy it will be the Landlord's sole responsibility to advise the Utility Companies, Local Authority for Council Tax and Water Company of a change of occupier at the beginning and end of any tenancy where NESSKNOLL LTD's services are used.

Spark Energy will use the Landlord's details only for the purposes set out above and not in any other way. Spark Energy will comply with its obligations as a data controller in the Data Protection Act 1998 and will handle Landlord's data in the manner set out in Spark Energy's standard terms and conditions and/or privacy notice. Tariffs are available at www.sparkenergy.co.uk/welcome. Further information for Landlords is available at www.austinchambers.co.uk/pdf/guideforlandlords.pdf. If the Landlord has any questions regarding details or use of the Landlord's data held by Spark Energy, the Landlord may contact Spark Energy at Ettrick Riverside, Dunsdale Road, Selkirk, TD7 5EB or partners@sparkenergy.co.uk or 0345 034 7474.

VAT

This contract details our fees and charges inclusive of VAT and exclusive of VAT. It is expressly agreed that should the VAT payable on our fees and charges change for any reason whatsoever, you will pay the new rate in line with the government's announcement as to date and amount regardless of whether we have informed you of the change of rate or the change date.

IDENTIFICATION DOCUMENTATION

We require documents as evidence of your identity (photographic and address) when taking instructions to market your property.

If adequate ID has not been fully provided at any point during the term of this contract we reserve the right to cease marketing, but you will remain bound by the terms of the Agency agreement documented here.

CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR)

These regulations are the result of EU requirements that all companies treat "consumers" fairly. For NESSKNOLL LTD consumers are sellers, buyers, landlords, tenants and all applicants for whatever service.

At the centre of the CPR is a requirement that all companies must be transparent in their dealings with consumers and provide information to consumers that a competent professional might reasonably be expected to provide about the product so that an average informed consumer can make an informed economic decision. In this context a product includes our services and a property we offer on behalf of client consumers.

Our Guide to tenants can be accessed at: www.austinchambers.co.uk/pdf/guidefortenants.pdf. This is generic advice on how they should go about their let to protect their interests. It details all tenant costs.

LETTINGS TERMS OF BUSINESS

By signing this agreement you expressly agree that any decision to disclose or not disclose Material Information to consumer applicants and tenants will be based upon the Best Practice guidance that is published from time to time by the Royal Institute of Chartered Surveyors.

COMPLAINTS

Complaints about the service of Austin Chambers & Co should be sent in writing to: The Directors, Austin Chambers & Co, 191 Woodhouse Road, London N12 9AY or emailed to: office@austinchambers.co.uk. We are a member of The Property Ombudsman Scheme who may be able to help with your complaint if we are unable to.

The Property Ombudsman Scheme: website is <http://www.tpos.co.uk>

Austin Chambers & Co is a member of the Ombudsman Services: Austin Chambers & Co ("NESSKNOLL LTD") – Registered in England Number 1311639 Registered Office: Sterling House, Fulbourne Road, London E17 4EE.

Our agreement comprises this document and our Guide to Landlords, which contains guidance, terms, conditions and definitions, which apply to and form part of our agreement ("Agreement"). We draw your attention in particular to the following:

1. Basis of our Agreement - The Agreement sets out our fees and charges and when they become payable. Please note that the fees and charges detailed will apply in respect of any parties we introduce to the property following your receipt of this Agreement, unless otherwise agreed in writing. It is therefore important that you read them carefully.
2. Monies Owed to NESSKNOLL LTD - You, as the Landlord(s), irrevocably agree that any monies properly owed to NESSKNOLL LTD by you may be deducted by NESSKNOLL LTD from any monies held by NESSKNOLL LTD and otherwise due to you. You irrevocably agree that any monies properly owed to third party suppliers as a result of an order placed by NESSKNOLL LTD with third party suppliers on your behalf and in accordance with your instructions, or placed under the principle of Agent of Necessity, may be deducted by NESSKNOLL LTD from any monies held by NESSKNOLL LTD and otherwise due to you.
3. Rent Guarantee – where you have opted for our Property Management Service and we have provided written confirmation of Rent Guarantee for specific Tenant, we will pay the rent in accordance with the terms set out in section H of the Guide for Landlords.
4. Tenant Deposits – where we are instructed by you to hold the Deposit and the Tenancy is an Assured Short hold Tenancy, we will do so under the terms of the Tenancy Deposit Scheme. See Section D of the Guide to Landlords.
5. Signatories – all owners must sign this agreement, if you are signing the agreement in any capacity other than as owner, i.e. as Trustee or under Power of Attorney you must provide evidence of your authority to act in this capacity.
6. Licensable HMOs – if the property is classified as a Licensable House in Multiple Occupation, we will only be able to provide our services when we receive a copy of your licence or licence application.
7. Consent to Let – before we can provide you with any of our services you must obtain permission, if applicable, from your mortgage lender, your head lease and/or your insurance company. You must also inform us of any conditions or restrictions imposed by any of these so that these can be incorporated in the Tenancy Agreement.
8. Use of Information and Our Remuneration – We will use the information we collect from you to carry out this agreement and for statistical, administration and marketing purposes. We will disclose the information to our service providers and agents for these purposes. We will offer a full range of services to potential tenants and buyers including estate agency, financial services, conveyancing, lettings, property management, new homes sales and survey services from which we may get commission or fees.
9. Marketing Advice – Any marketing advice given including advice regarding the asking rent does not constitute formal advice or valuation and is aimed at achieving the best rent from a tenant whose circumstances best meets your requirements. As it is not a formal valuation, it must not be used for any other purpose other than deciding upon a marketing strategy. We have not carried out a building survey or undertaken legal investigations when giving any such advice and therefore no responsibility whatsoever will be accepted for its use for any other purpose

Initials



LETTINGS TERMS OF BUSINESS

or to any third party under any circumstances. If you require a formal valuation we will be pleased to arrange for one to be provided by a Qualified Chartered Surveyor at your cost.

GOVERNING LAW AND JURISDICTION – This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including contractual and non-contractual disputes) shall be governed and construed in accordance with English law. You and we irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including contractual and non-contractual disputes), provided that this shall not preclude you also from complaining as noted above and we acknowledge the jurisdiction of the Ombudsman Services: Property in respect of such complaints.

You will only be prompted to sign the following sections where you sign this contract off-premises and we convey the contract to our offices. In all other circumstances the sections will not apply to this contract and can be ignored.

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 only apply to these Terms and Conditions (contract) when signed off-premises (not in the business of the trader) by a Consumer in the presence of a Austin Chambers & Co employee. Where these regulations apply you have fourteen days to cancel this contract. If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, including by email, a Cancellation Notice to the named person at the address below. If you send the Cancellation Notice by post then we recommend that you send it by recorded delivery. Whilst we have provided the form below for your use you do not need to use this form. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the Cancellation Notice is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery.

Immediate commencement of services and marketing within 14 day cancellation period

I/We agree that I/We wish to begin immediately receiving services and marketing without delay.

I/We agree that should I/We cancel within the fourteen days that Austin Chambers & Co (NESSKNOLL LTD) will charge an Administration Charge for work done by NESSKNOLL LTD and third party supplier costs incurred by NESSKNOLL LTD prior to cancellation.

This admin charge only applies should you cancel within the first fourteen days and is not charged should you give notice in accordance with this contract after the fourteen days has elapsed.

I/We agree that that if I/We decide to cancel this contract within fourteen days, I will pay the full cost of the service, agency fee, commission, and any other charges detailed in this contract, if it has been provided as per this contract prior to the date of

Full Name: _____ **Signed:** _____ **Date:** _____

Full Name: _____ **Signed:** _____ **Date:** _____

COMPLETE AND DETACH THIS FORM ONLY IF YOU WISH TO AND ARE ABLE TO CANCEL THIS CONTRACT. SEND THE COMPLETED FORM TO:

To: Mr Ali Khani (Lettings Director)
Nessknoll Ltd T/a Austin Chambers & Co
191 Woodhouse Road,
London,
N12 9AY
E: lettings@austinchambers.co.uk
T: 02082119584

I/We hereby give you notice that I/we wish to cancel my/our contract with Austin Chambers & Co. and agree to pay an Administration Charge as detailed in the Terms of Business I/We have signed. Please provide a detailed invoice that I/we agree to settle within 14 days of invoice date.

LETTINGS TERMS OF BUSINESS

I/We agree that that I/we will pay the full cost of the service, agency fee, commission and any other charges detailed in this contract, if it has been provided as per the contract prior to the date of this cancellation notice or at any point thereafter with my/our agreement.

Address of property(s) to which contract applies:

Full Name:

Signed:

Date:

Full Name:

Signed:

Date: