STANDARD LET ONLY SERVICE

Fees

- 9.6% including VAT (8%+VAT) of gross annual rent payable upfront annually
- The first month's rent of the Tenancy will be paid to us. Our Fees and any other agreed charges will be deducted from the rent received. Following rent payments will be made to you unless otherwise agreed.
- (i) Marketing the Property using our reasonable endeavors via marketing materials available to us, and unless otherwise agreed to accompany prospective Tenants on viewings subject to keys and access being granted.
- (ii) Reporting all offers received and negotiating acceptable terms for the Tenancy with the prospective Tenant.
- (iii) Applying for references on the prospective Tenant which will include the following and subject to an additional fee. Note that the checks may be carried out by an independent referencing agency to which there may be a charge.
 - a) ID & Right2Rent status check.
 - b) Credit checks;
 - c) Income checks;
 - d) Previous tenancy reference (where possible)
- (iv) Preparing or administering an appropriate Tenancy Agreement for signature by both parties.
- (v) Arranging a thorough independent Inventory of Contents and Schedule of Condition of the Property, a copy of which will be supplied to you and to the Tenant at the start of the Tenancy. This is subject to an additional fee.

The Tenant will be advised to sign and return the Inventory at the start of the Tenancy to confirm agreement to the contents and condition of the Property.

It is the Landlord's responsibility to check and verify the condition of the Property at the end of the Tenancy against the inventory and assess any deductions from the Tenant's Deposit. It is advised to arrange with an independent inventory clerk, to carry out a checkout inspection as supporting evidence will be required if there a deposit deduction request.

- (vi) Notifying the utility companies and appropriate Council Tax office on your behalf of the change of occupier responsible for electricity, gas, water services and Council Tax at the start of the Tenancy. We do not administer payment of utility bills or Council Tax demands nor be responsible if the providers have incorrectly transferred the accounts. It is advised for you to regularly collect post in case of any bill demands / reminders that could be sent there. We cannot be responsible for any demands or penalty notices or enforcement notices.
- (vii) Arranging for the required Safety inspections (including, but not limited to: Gas Safety, Smoke alarms, CO2 Alarms, Electrical Safety checks, Energy Performance certificate, Legionella risk assessment) and resultant works which may be identified as appropriate prior to the commencement of the tenancy to ensure your property complies with current safety legislation.

You will be responsible for the contractor's charge levied for this inspection and any resultant necessary works. You will be solely responsible for arranging the subsequent annual Safety inspections required throughout the tenancy.

(viii) If requested, we will visit the Property as instructed by you during the term of the Tenancy and report on the condition of the Property and the progress of the Tenancy. This is subject to an additional fee.

WE DO NOT

- (ix) collect or administer rental payments on behalf of the Landlord (other than the initial rental payment at the start of the Tenancy). Rent Collection Service available for additional charge.
- (x) undertake to hold the Tenant's security deposit on behalf of the Landlord unless requested to do so. This is subject to additional fee. In the case of an Assured Shorthold Tenancy, the Landlord and Agent is required by law to comply with the Compulsory Tenancy Deposit Protection regulations under the Housing Act 2004.

STANDARD LET ONLY SERVICE - RENEWAL FEE

Fees

8.4% inc VAT (7%+VAT) of gross annual payable upfront annually

If the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

- the Tenant, or
- any one of the Tenants in the case of more than one Tenant, or
- the Occupier, or
- any member of the immediate family of the Tenant or Occupier, or
- any one of the same group of companies in the case of a company Tenant,

The renewal fee agreed will continue to be payable throughout the further period of occupation agreed between the parties until the tenants vacate the property.

STANDARD LET ONLY SERVICE PLUS RENT COLLECTION

Fees

- Standard Let-Only Service fees
- £25.00 plus VAT per month payable upfront annually (£360.00)
- (i) Receiving rent from the Tenant on your behalf and forwarding this to your bank minus our fees and any other appropriate deductions.
- (ii) Wherever possible, Tenant rent payments will be made by standing order to your nominated bank account. We will endeavour to account to Landlords with rent received net of deductions via bank transfer within 4 working days of receipt of cleared funds into our account. Please note that we will only be able to transfer funds to an account with your name.
- (iii) Any rent paid in advance of the due date will be held in the client account belonging to "Phillip Shaw Limited" and paid to the Landlord when rent becomes due.
- (iv) We are not liable for any rent or non-payment or any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.
- (v) When you sign these Terms and Conditions you are agreeing to advise us immediately should become aware of, and to return within 7 days, any overpayment of rent having been received.

THE ESSENTIALS

STANDARD LETTING AND TENANCY MANAGEMENT WITH RENT COLLECTION

Fees

- 12% including VAT (10%+VAT) of gross annual rent payable 6 monthly
- Our fee and any other agreed charges will be deducted from the rent received as per B1(x) and any balance will be forwarded to you.
- Should the rent not be sufficient to meet our fee and all other agreed charges, an invoice will be issued to you for immediate settlement of the balance, i.e. within 7 days. Failure to pay the invoice within 7 days of issue will result in a daily penalty fee at 10% of the invoice amount.
- No monies will be deducted from the Tenant's Deposit
- (i) Marketing the Property using our reasonable endeavors via marketing materials available to us, and unless otherwise agreed to accompany prospective Tenants on viewings subject to keys and access being granted.
- (ii) Reporting all offers received and negotiating acceptable terms for the Tenancy with the prospective Tenant.
- (iii) Applying for references on the prospective Tenant which will include the following and subject to an additional fee. Note that the checks may be carried out by an independent referencing agency to which there may be a charge.
 - a) ID & Right2Rent status check;

- b) Credit checks:
- c) Income checks;
- d) Previous tenancy reference (where possible)
- (iv) Preparing or administering an appropriate Tenancy Agreement for signature by both parties.
- (i) Notifying the utility companies and appropriate Council Tax office on your behalf of the change of occupier responsible for electricity, gas, water services and Council Tax at the start of the Tenancy. We do not administer payment of utility bills or Council Tax demands nor be responsible if the providers have incorrectly transferred the accounts. It is advised for you to regularly collect post in case of any bill demands / reminders that could be sent there. We cannot be responsible for any demands or penalty notices or enforcement notices.
- (ii) Arranging for the required Safety inspections & renewals (including, but not limited to: Gas Safety, Smoke alarms, CO2 Alarms, Electrical Safety checks, Energy Performance certificate, Legionella risk assessment) and resultant works which may be identified as appropriate prior to the commencement of the tenancy to ensure your property complies with current safety legislation.
 - You will be responsible for the contractor's charge levied for this inspection and any resultant necessary works.
- (iii) Receiving, holding & protecting the Tenant's security Deposit as Stakeholders throughout and until the termination of the Tenancy. This is subject to an additional fee.
- (iv) Arranging through an independent inventory clerk, a thorough Inventory of Contents and Schedule of Condition of the Property, a copy of which will be supplied to you and to the Tenant at the start of the Tenancy. This is subject to an additional fee.
 - The Tenant will be advised to sign and return the Inventory at the start of the Tenancy to confirm agreement to the contents and condition of the Property.
- (v) At the end of the Tenancy, we advise arranging a check-out inspection by the independant inventory clerk to compare against the Inventory of Contents of Condition of the Property as per (iv) above. On your behalf, we can arrange and organise any necessary cleaning, repairs or replacement to prepare the Property for a new Tenancy or for return to you. This is subject to an additional fee.
- (vi) If the check-out inspection details any missing items or damage not due to fair wear and tear, together with a statement of any proposed deductions assessed as being due to you from the Deposit, will be forwarded to you and the Tenant for approval. As Stakeholders we are unable to apportion any monies from the Deposit without the approval of both the Landlord and Tenant.
- (vii) When you sign these Terms and Conditions instructing us to act as your Managing Agent you are confirming our authority to release the balance of the Tenant's Deposit monies as outlined in that statement in the event that we do not hear from you to the contrary within 10 days of the termination of the Tenancy, provided we have received Tenant's confirmation of approval.
- (viii) **Receiving rent from the Tenant** on your behalf and forwarding this to your bank minus our fees and any other appropriate deductions.
- (ix) Wherever possible, Tenant rent payments will be made by standing order to your nominated bank account. We will endeavour to account to Landlords with rent received net of deductions via bank transfer within 4 working days of receipt of cleared funds into our account. Please note that we will only be able to transfer funds to an account with your name.
- (x) Any rent paid in advance of the due date will be held in the client account belonging to "Phillip Shaw Limited" and paid to the Landlord when rent becomes due.
- (xi) We are not liable for any rent or non-payment or any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.
- (xii) In the event of rent arrears, we will make contact with the tenants to obtain payment and pursue up to the serving and expiry of the section 8 notice (or section 21 if preferable), after which the case needs to be referred to Rental Guarantee Insurers or the landlords nominated Solicitor.
- (xiii) We are not liable for any rent or non-payment or any other Tenant and/or Occupiers' liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.

- (xiv) When you sign these Terms and Conditions you are agreeing to advise us immediately you should become aware of, and to return within 7 days, any overpayment of rent having been received.
- (xv) If applicable we will serve any notices on the Tenant required to lawfully bring the Tenancy to an end. This is subject to an additional fee. However, we highly recommend you instruct a solicitor / legal person to do this.
- (xvi) We will **visit the Property once during the term** of the Tenancy and provide a report on the condition of the Property and the progress of the Tenancy. If required and requested by you, we can visit the property for additional visits subject to an additional fee.
 - Note, this visit is not a structural survey, and we are only able to report on the apparent visual condition of the Property and contents. We cannot accept any responsibility for hidden or latent defects or for failure to notice anything concealed from us.
- (xvii) For all properties under our Letting and Tenancy Management Service (The Essentials Package), we require the Landlord to provide us with an additional set of main door keys to be held by our Management Department. If these are not provided, we may have an additional set cut for this purpose at your cost. When you sign these Terms and Conditions you are agreeing to our doing so. Subject to additional fee.
- (xviii) Without the Landlords consent, arranging for the remedy of defects which are the landlord's responsibility of the landlord under the tenancy, that come to our notice or are notified to us by the Tenant and deal with routine repairs up to a maximum cost of £300 inclusive of VAT (£250 plus VAT) per item. Such costs will be deducted from the rent received or the supplier invoice passed onto the Landlord for settlement.
- (xix) We will seek your approval and if necessary, obtain and submit estimates to you (maximum of 2 separate quotes) for any relevant works which exceed £300.00 per item.
- (xx) When you sign these Terms and Conditions you are confirming that in the case of an emergency, we have your authority to undertake such necessary maintenance to protect and secure your property even if such repairs exceed £300 inclusive of VAT (£250 plus VAT) per item.
- (xxi) If required, an additional supervisory fee will be charged if works are undertaken by your own contractor, or any other contractor not known to us.
- (xxii) It is the landlord's responsibility to maintain all the services to the property, such as water, gas, electric, and drainage, it is our responsibility within the property but not outside (with the exception where the tenants' actions may have got these cut off).
- (xxiii) Our responsibility in relation to property maintenance, ends where the landlord's liability ends as our role is in managing the "tenancy" not the land (property). The Landlord must inform us immediately of any changes to ownership in the property or once the Landlord becomes aware of any issues as to their ownership in the property.
- (xxiv) Our Tenancy management Service does not include the management or instructional responsibility to any of the Landlords onsite staff, or overseeing of the staff such as caretakers, cleaners, concierges, changeover teams etc.
- (xxv) Submitting statements of account to you relating to all transactions undertaken on your behalf.

THE ESSENTIALS - RENEWAL FEE

Fees - 10.8% including VAT (9%+VAT) of gross annual payable upfront annually

If the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

- the Tenant, or
- any one of the Tenants in the case of more than one Tenant, or
- the Occupier, or
- any member of the immediate family of the Tenant or Occupier, or
- any one of the same group of companies in the case of a company Tenant,

the renewal fee agreed will continue to be payable throughout the further period of occupation agreed between the parties until the tenants vacate the property.

CANCELLATION OF MANAGEMENT SERVICE

Fees

- £354 Including VAT (£295 + VAT)
- minimum management term 6 months
- (i) In the event that after the commencement of the tenancy you wish to terminate the management service element and continue only with the Letting & Rent Collection Service, you may do so by serving not less than one month's prior written notice after month 5 (minimum management period 6 months), which must expire at the end of a rent payment period.
 - (a) In the event of such notice to change the level of service being served by you, an administration fee equivalent to £295 plus VAT will be charged and be immediately payable by you.
 - (b) At the expiry of such notice you will no longer be liable for the fee relating to the management service. However, the applicable fee for the Letting & Rent Collection Service as outlined in the attached Fees and Charges Sheet shall remain due and payable for the remainder of the tenancy as well as any tenancy renewal or extension. Refunds will not be provided.
- (ii) In the event that either party terminates the management service it shall be without prejudice to any claim by either party against the other in respect of any monies due up to that point and to any breach of the terms in this document.
- (iii) In the event that you wish to terminate the management service element within the initial tenancy term and continue with the Letting & Rent Collection Service, any discounts / benefits provided on other services will revert back to the original price and need to be payable in full immediately.

ADDITONAL SERVICES AVAIABLE	
Service	Fees
Rent Guarantee/Legal Protection – continues to be payable for any renewed period	From £360.00 including VAT (£300.00 +VAT)
Tenancy Referencing	Is payable monthly at £36.00 including VAT (£30.00 + VAT)
Deposit Protection & Registration	£72 including VAT (£60.00 + VAT)
Professional Inventory + Check In Report	From £100.00 (dependent on size of property)
Professional Check Out Report	From £90.00 (dependent on size of property)
Additional Property Visits Managed Properties	£78.00 including VAT (£65.00 + VAT)
Property Visits Non-Managed Properties	£96.00 including VAT (£80 +VAT)
Annual Tax Statements	£72.00 including VAT (£60.00 + VAT)
NRL Quarterly Submission to HMRC	£72.00 including VAT (£60.00 + VAT)
Local Council License Application	£180.00 including VAT (£150.00 + VAT)
Court Attendance	£252.00 Including VAT (£210.00 + VAT)
Bailiff Attendance	£180.00 Including VAT (£150.00 + VAT)
Annual 1-2-1 Portfolio Review	£90.00 including VAT (£75.00 + VAT)
Buy to Let Advisory Service – Initial Chat	£90.00 including VAT (£75.00 + VAT)
Refurbishment and Furnishing Service	12% including VAT (10% + VAT) of overall job
Safety Checks Inspections Separate	By Invoice from Contractor
Smoke Alarm/Carbon Monoxide Detector	By Invoice from Contractor
Heater Loan /Dehumidifier Loan (on Availability)	£60.00 including VAT (£50.00+VAT) per week/part week
Works Supervision – Own Contractor	12% including VAT (10% + VAT) of works costs
Serving Notices	£150.00 including VAT (£125.00 + VAT) per notice
Energy Performance Certificate	£90.00 including VAT (£75.00 + VAT)
Professional Photography & Virtual Tour	From £240.00 including VAT (£200.00 + VAT) per notice / based on size
Key Cutting	£18.00 including VAT (£15.00 + VAT) per key + Key cutting charge
Landlord Withdrawal from Offer	Expenses to a max of £450.00 including VAT (£375.00 + VAT) assessed on a case by case basis