



The Landlord should read the Terms of Business carefully and in particular Section 1 which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy, either as a fixed term or a periodic tenancy, which will be payable by a Landlord whether or not we are instructed to act on your behalf.

These Terms of Business apply even if a signed copy is not returned to Docklands Prestige Residential, but where we have secured the execution of the tenancy after having received written confirmation from you.

1. COMMISSION FEES AND CHARGES

1.1 COMMISSION

You are responsible for paying our Commission in accordance with terms set out herein when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of any or all of the below:

- a viewing conducted by us;
- the sight of any marketing or advertising material produced by us or by our instructions;
- by way of an introduction from an existing occupier for which we have previously charged a commission;

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time, any such party or their assignees, subtenants or successors in title continue to reside in the Premises.

Our Commission is payable whether or not we are the effective cause of the transaction. By signing this Agreement, the Landlord gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord, or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

1.2 VAT

Value Added Tax would be chargeable to all Commission at the prevailing rate (currently 20%). This rate may change from time to time, and the total cost will change accordingly. All fees contained in this Agreement are shown exclusive of VAT.

1.3 LET ONLY SERVICE

Docklands Prestige Residential will charge a commission of 8% + VAT (9.6% including VAT) of the total rent payable for the term of the Tenancy which shall be

payable in advance, on the signing of the tenancy agreement. In the event that the initial tenancy is extended, whether or not negotiated by Docklands Prestige Residential, a fee of 8% + VAT (9.6% including VAT) of the gross rent for the full term of the renewal is payable in advance at the commencement of each renewal and is payable throughout the entire period that the Tenant remains in occupation of the property.

The Let Only Service will remain in effect for the duration of the tenants' occupancy. To clarify, until all tenants as secured by Docklands Prestige Residential have activated and exercised the termination of the tenancy by physically departing the property, this includes but is not limited to the original fixed, renewed periodic or rolling term.

Example: If the monthly rent was £....., the fee would be £..... including VAT.

1.4 LETTING AND RENT COLLECTION SERVICE

Docklands Prestige Residential will charge a commission of 10% + VAT (12% including VAT) of the total rent payable for the term of the Tenancy which shall be payable monthly in advance and deducted by us agent from the rent collected. In the event that the initial tenancy is extended, whether or not negotiated by Docklands Prestige Residential, a fee of 10% + VAT (12% including VAT) will continue to be payable monthly in advance and deducted from the rent collected for the full term of the renewal. The fee is payable throughout the entire period that the Tenant remains in occupation of the property. If the rent collection service should be terminated, the Let Only Service will remain in effect for the duration of the tenants' occupancy. To clarify, until all tenants as secured by Docklands Prestige Residential have activated and exercised the termination of the tenancy by physically departing the property, this includes but is not limited to the original fixed, renewed periodic or rolling term.

Example: If the monthly rent was £....., then the monthly fee would be, including VAT.

1.5 FULL PROPERTY MANAGEMENT SERVICE

Docklands Prestige Residential will charge a commission of 12% + VAT (14.4% including VAT) of the total rent payable for the term of the Tenancy which shall be payable monthly in advance and deducted by us agent from the rent collected. In the event that the initial tenancy is extended, whether or not negotiated by Docklands Prestige Residential, a fee of 12% + VAT (14.4% including VAT) will continue to be payable monthly in advance and deducted from the rent collected for the full term of the renewal. The fee is payable throughout the entire period that the Tenant remains in occupation of the property. If the management service should be terminated, the Let Only Service will remain in effect for the duration of the tenants' occupancy. To clarify, until all tenants as secured by Docklands Prestige Residential have activated and exercised the termination of the tenancy by physically departing the property, this includes but is not limited to the original fixed, renewed periodic or rolling term.

Example: If the monthly rent was £....., then the monthly fee would be £....., including VAT.

1.6 PAYMENT OF FEES

Notwithstanding that the above-mentioned fees are payable in advance. Docklands Prestige Residential agrees to accept payment as follows:

Let Only Service - Payment will be taken from the first month's rent. In the event that the first month's rent is less than the total fee, the balance will be taken from the second month's rent.

Letting & Rent Collection and Letting & Property Management Services - fee is payable monthly in advance and deducted by us agent from the rent collected.

1.7 ADDITIONAL CHARGES

The following Services are in addition to the above and form the subject of an additional charge.

- Preparation of an Inventory/Check in and check out on behalf of the Landlord by an independent inventory clerk. The cost depends on the size and style of the Premises. Estimates will be given upon request. The cost of the preparation of the Inventory/ Check in and out is borne by the Landlord.
- Tenancy Set Up Fee an administration charge of £200.00 + VAT (£240.00 including VAT) is payable to cover the cost of preparing new documentation & referencing tenants, arranging and supervising the signing and execution of the new agreement.
- Tenancy Renewal Fee an administration charge of £125.00 + VAT (£150.00 including VAT) is payable to cover the cost of preparing new documentation, arranging and supervising the signing and execution of the new agreement.
- Property inspection and a report of property condition during a tenancy at the Landlord's request are charged £80.00 + VAT (£96.00 including VAT).
- Preparation of documentation for County Court proceedings or Deposit Protection Service ("DPS") adjudication will be £50.00 + VAT (£60.00 including VAT).
- If the Landlord is not resident in the UK, we will charge an administration fee of £25.00 + VAT (£30.00 including VAT) each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
- Private property license application fee £150.00 + VAT (£180.00 incl VAT).
- Professional pre-tenancy clean. Estimates will be provided upon request.

2. PRE-LETTING REQUIREMENTS

2.1 MONEY LAUNDERING REGULATIONS 2007

Under Money Laundering Regulations 2007, we are compelled by law to confirm the identity of all clients with whom we have business dealings and retain evidence of this confirmation and the dealings for a period of five years.

2.2 MORTGAGE CONSENT

Where a property is subject to a mortgage or other loan, it is normally a requirement that written permission is required to let the property. By signing this document, you warrant that such permission has been granted. You must inform us of any special conditions imposed by the lender before entering into a tenancy. Conditions or penalties cannot be imposed on a Tenant at a later date.

2.3 LEASEHOLD CONSENT

Where a property is held on a lease, you must ensure that the intended letting is permitted by the terms of your lease, that the intended tenancy is for a period expiring prior to the termination of your lease and that any permissions required to sub-let have been obtained. Unless otherwise advised in writing, we will assume that all such permissions have been obtained (under our Property Management Service we can, on your request, obtain such permissions if you provide written consent to relevant party authorising us to act on your behalf.) You must also provide us with a copy of the relevant sections of the lease to attach to the tenancy agreement; otherwise, the Tenant does not have to comply. This may lead you to breach terms of your lease and legal action being taken against you.

2.4 JOINT OWNERSHIP

By signing this document, you confirm that you are the owner or joint owners of the property or you are fully authorised as or by the owner or joint owners to let the property and that you have written authority to act on the ir behalf. You further confirm that you have provided the names of all joint owners so that these may be named in the tenancy agreement.

2.5 INSURANCE

You must ensure that you are fully insured for buildings insurance. We also recommend taking out Landlord contents insurance with a policy that covers furnished lettings and includes third party liability cover. By signing this document, you are confirming to us that suitable and adequate insurances are in place and will be provided if requested by the Tenants.

2.6 GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

All gas appliances, pipework and flues in the property must comply with these regulations which include annual safety inspection by a Gassafe registered installer and provision of a gas safety certificate to the Tenant prior to the commencement of the tenancy. By signing this document you hereby warrant that all such regulations have and will continue to be complied with (under our Property Management Service, we will arrange compliance with these regulations).

A tenancy cannot commence unless we hold a copy of a valid gas safety certificate.

2.7 FURNITURE & FURNISHINGS (FIRE) (SAFETY) REGULATIONS – AMENDED 1993

By signing this document, you warrant that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1989 &1993.

2.8 ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

By signing this document, you warrant that all electrical equipment and appliances comply with the Electrical Equipment (Safety) Regulations 1994 and

that the electrical supply and wiring are safe and will not cause danger (under our Property Management Service we can, upon your request, obtain safety certificates from a suitably qualified electrical contractor). You must provide written instructions for all electrical appliances or they will not be deemed safe and would have to be removed from the property.

2.9 CONDITION OF PROPERTY, FITTINGS AND EQUIPEMENT

From 01 January 2005, the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations, we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor, we will need to write a proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof, we will instruct our own contractor if managing the Premises.

2.10 PART "P" BUILDING REGULATIONS (ELECTRICAL SAFETY IN DWELLINGS)

From 01 January 2005, the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations, we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor, we will need to write a proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof, we will instruct our own contractor if managing the Premises.

2.11 SMOKE ALARMS AND CARBON MONOXIDE ALARMS

Under current legislation being the Building Regulations 1991, it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back-up. Other properties do not require smoke alarms by law. However, if battery operated smoke alarms are fitted to the Premises, the Landlord must ensure that the alarms are in working order at the start of a Tenancy. It is not the law that carbon monoxide alarms are fitted to premises. However, we advise all Landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a Landlord. If you wish us to arrange the fitting of alarms at your expense, you must advise us in writing. The cost will be deducted from the rent and shown on your statement of account.

2.12 LANDLORD AND TENANT ACT 1987

This Act stipulates that the Tenant must be provided with an address in England and Wales at which notices (including notices in proceedings) may be served on the Landlord. If you do not reside in England or Wales, you must provide us with an address in England or Wales where notices can be served. If this address changes during the tenancy you must inform us immediately (under our Property Management Service we will use our Property Management Office for this address). If you fail to provide an address, the Tenant has no liability to pay rent until this is rectified and address is given.

2.13 KEYS

You must provide us with a minimum of three complete sets of keys prior to the Tenancy commencing. If we require additional sets to be cut to enable you to comply with this obligation, the charges will be passed to you.

2.14 INCOME TAX

If you are not a resident in the UK for a period in excess of six months in the tax year, you will need an approval number to prevent tax being deducted from your income. This should be obtained prior to any tenancy being granted. You should inform us of any change in residency. See Section 4 for further details.

2.15 FORMAL OFFER

You are advised that if a formal offer has been made by a prospective Tenant and agreed by yourself and you then inform us that you wish to withdraw from the proposed Tenancy that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed, the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her.

2.16 MAIL RE-DIRECTION

You should arrange the redirection of mail through the Post Office. We do not redirect mail, nor is it the responsibility of the Tenant.

2.17 ENERGY PERFORMANCE CERTIFICATE

You must provide us with an EPC prior to the marketing of the property. If you use the Management Service, we will organise the EPC at the cost of the Landlord.

3. OUR SERVICES

3.1 LET ONLY

- 3.1.1 We will visit the property to assess its suitability for letting and advise of any works that may improve the letting of the property;
- 3.1.2 We will provide an indication of the current weekly rental price under present market conditions. This may vary depending upon the type of Tenant sought and the length of time the property is available;
- 3.1.3 We will advise on the best way to present the property;
- 3.1.4 We will market the property extensively on the internet and with press advertising;

- 3.1.5** We will accompany all viewings using keys provided or arranging to meet you at the property;
- 3.1.6** We will introduce a prospective Tenant and negotiate terms between both parties;
- 3.1.7** Unless otherwise agreed, we will take out references on all Tenants through an independent referencing agency and provide the Tenant with a draft tenancy agreement so that legal advice can be obtained upon its contents;
- 3.1.8** We will arrange for the property to be professionally cleaned at your expense, the cost to be deducted from the initial rent payment;
- 3.1.9** Where requested in writing, we will arrange for an independent professional inventory to be prepared and to be checked on the move in at your expense. If you do not have an inventory you may not be able to claim for damage at the end of the tenancy;
- 3.1.10** We will provide the Tenant with a copy of the Department for Communities and Local Government's "How To Rent: the checklist for renting in England". You must provide the Tenant with an Energy Performance Certificate and Gas Safety Certificate 9 if appropriate).
- 3.1.11** We will prepare appropriate agreement including special conditions agreed between the parties and copies signed by each party:
- 3.1.12** We will arrange for the future rent to be paid by the Tenant to your account and endeavour to get a signed standing order from the Tenant. Where there is a balance to be paid on our fee, the second month's rent will be paid by the Tenant to Docklands Prestige Residential, and we will forward the net rent to your account by BACS transfer (providing that bank details have been supplied);
- 3.1.13** We will provide the Tenant with details of the utility suppliers and the local authority so that accounts can be transferred at the start of the Tenancy provided you have supplied us with the details of the utility companies and local authority;
- 3.1.14** We will receive cleared move in monies to include initial rent payment and security deposit (unless an alternative has been agreed) prior to commencement of the tenancy;
- 3.1.15** We will forward the initial net rent payment to you after deduction of our fees;
- 3.1.16** Where requested in writing, we will place the security deposit in an approved scheme and advise the Tenant. If you wish to hold the deposit, you must provide us with evidence of deposit protection prior to us forwarding the deposit to you. It is your responsibility to protect the deposit to comply with the Housing Act 2004 if applicable;
- 3.1.17** Prior to the end of the tenancy, we will contact you and the Tenant to ascertain plans for termination or extension of the tenancy. If requested, we will then negotiate terms between yourself and the Tenant for renewal of the tenancy. We will draw up extension documents, including any new terms agreed between the parties and arranged for them to be signed. We are not liable if the Tenant fails to return a signed document. We will then date the agreements and send the relevant copy to each party. If the Tenant has an Assured Shorthold Tenancy, and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing on a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter-notice and ultimately

referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counterproposal, we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can arrange for solicitors to act on your behalf. You will be responsible for their charges. If you prefer to negotiate any renewal personally our fees for the Let Only Service will continue to be payable according to Section 1 above for the duration of the time the Tenant occupies the Premises;

- 3.1.18** If the tenancy is to be terminated we can, if requested to do so in writing, serve the relevant Notice to the Tenant together with a copy of the Department Of Communities and Local Government's "How to Rent:: the checklist for renting in England" This service is subject to an additional charge detailed in Section 1. We will arrange for the property to be remarketed or prepared for your return;
- 3.1.19** As from October 2011 if a Tenant leaves a property without providing a forwarding address the Landlord will become legally liable for payment of the water account under the Flood and Waste Management Act 2010. If we manage the Premises, we will endeavour to obtain a forwarding address, but if we do not manage the property, the responsibility will be that of the Landlord. Docklands Prestige Residential has no liability for any loss of the Landlord if a forwarding address cannot be obtained.

3.2 LETTING & RENT COLLECTION

Including all items (3.1.1) to (3.1.8) of our Let Only service plus:

- 3.2.1** We will arrange for an independent professional inventory to be prepared and to be checked on the move in at your expense. If you do not have an inventory you may not be able to claim for damage at the end of the tenancy;
- 3.2.2** We will provide the Tenant with a copy of the Department for Communities and Local Government's "How To Rent: the checklist for renting in England". You must provide the Tenant with an Energy Performance Certificate and Gas Safety Certificate 9 if appropriate).
- 3.2.3** We will prepare appropriate tenancy agreements including any special conditions agreed between the parties and got a copy signed by each party;
- 3.2.4** We will arrange for the future rent to be paid by the Tenant to Docklands Prestige Residential via standing order;
- 3.2.5** We will provide the Tenant with details of the utility suppliers and the local authority so that accounts can be transferred at the start of the Tenancy provided you have supplied us with the details of the utility companies and local authority;
- 3.2.6** We will receive cleared move in monies to include initial rental and security deposit (unless an alternative has been agreed) prior to commencement of the tenancy;
- 3.2.7** Where requested in writing, we will place the security deposit in an approved scheme and advise the Tenant. If you wish to hold the deposit, you must provide us with evidence of deposit protection prior to us forwarding the deposit to you. It is your responsibility to protect the deposit to comply with the Housing Act 2004 if applicable;

3.2.8 We will receive rent payments on your behalf and forward net rents to your account by BACS transfer within 10 working days from receipt of cleared funds. All payments will be accompanied by a statement of account to yourself. In the absence of rent payment, we will pursue the Tenant for payment with up to three letters and advise you if you should take legal advice. You should arrange a facility with the bank to cover changes in rent payment dates, void periods or non-payment of rent. Docklands Prestige Residential take no responsibility for late or missed mortgage payments;

3.2.9 Prior to the end of the tenancy, we will contact you and the Tenant to ascertain plans for termination or extension of the tenancy. If requested, we will then negotiate terms between yourself and the Tenant for renewal of the tenancy. We will draw up extension documents, including any new terms agreed between the parties and arranged for them to be signed. We are not liable if the Tenant fails to return a signed document. We will then date the agreements and send the relevant copy to each party. If the Tenant has an Assured Shorthold Tenancy, and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing on a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988.

This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter-notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counterproposal, we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can arrange for solicitors to act on your behalf.

You will be responsible for their charges. If you prefer to negotiate any renewal personally our fees for the Letting a: Rent Collection Service will continue to be payable according to Section 1 above for the duration of the time the Tenant occupies the Premises;

3.2.10 If the tenancy is to be terminated we can, if requested to do so in writing, serve the relevant Notice to the Tenant together with a copy of the Department for Communities and Local Government's "How to Rent: the checklist for renting in England". This service is subject to an additional charge detailed in Section 1.

We will arrange for the property to be remarketed or prepared for your return:

3.2.11 At the end of the tenancy, we will arrange for an inventory check out by the independent inventory clerk. On receipt of the checkout report, we will forward this to yourself and the Tenant. You will then be responsible for agreeing on deductions from the deposit. On agreement, release documents signed by yourself and the Tenant should be submitted to the appropriate tenancy protection scheme, and the deposit returned in the agreed proportions.

If no agreement can be reached you should refer the matter to the dispute service of the tenancy deposit scheme or small claims court in the case of Non-Housing Act tenancy agreements;

3.2.12 As from October 2011 if a Tenant leaves a property without providing a forwarding address, the Landlord will become legally liable for payment of the water account under the Flood and Waste Management Act 2010. If we manage the Premises, we will endeavour to obtain a forwarding address, but if we do not manage the property, the responsibility will be that of the Landlord. Docklands Prestige Residential has no liability for any loss of the Landlord if a forwarding address cannot be obtained.

3.3 FULL PROPERTY MANAGEMENT SERVICE

Including all items (3.1.1) to (3.1.8) of our Let Only service plus:

- 3.3.1** We will arrange for a gas safety check to be carried out at your expense and arrange continued compliance with the Regulations by providing a copy of the certificate to the Tenant at the start of the Tenancy and upon renewal of the certificate; We will also provide the Tenant with an Energy Performance Certificate and a copy of the Department for Communities and Local Government's "How to Rent: the checklist for renting in England";
- 3.3.2** Upon written request, we will arrange for an electrical safety check to be carried out at your expense and ensure compliance with the Regulations;
- 3.3.3** We will arrange for an independent professional inventory to be prepared at the property upon move in at your expense. If you do not have an inventory you may not be able to claim for damages at the end of the tenancy;
- 3.3.4** We will prepare appropriate tenancy agreements including any special conditions agreed between the parties and got a copy signed by each party;
- 3.3.5** Where requested in writing, we will request permission to sub-let;
- 3.3.6** Where you have requested in writing, to the block management of the Freeholder, we will arrange for ground rent and service charge accounts to be sent to Docklands Prestige Residential upon receipt of the bill we shall arrange payment. Payment can only be made if we hold cleared funds. We are not liable for any losses, penalties or late fees charges suffered if we do not hold sufficient monies;
- 3.3.7** We will arrange for the rent to be paid by the Tenant to Docklands Prestige Residential via standing order;
- 3.3.8** We will receive cleared move in monies to include initial rent and security deposit (unless an alternative has been agreed) prior to commencement of the tenancy;
- 3.3.9** For all Housing Act tenancies, we will place the security deposit in an approved scheme and advise the Tenant;
- 3.3.10** We will notify all utility companies of occupier account changes (where possible) provided we have been given the names, account details and addresses of each supplier. You should note some suppliers will only take instructions from the owner. In this case, transfer of the account out of your name will be your responsibility;
- 3.3.11** We will notify the local authority of the change of occupant for the purposes of council tax.
- 3.3.12** We will receive rent payments on your behalf and forward net rents to your account by BACS transfer within 10 working days from receipt of cleared funds.

All payments will be accompanied by a statement of account to yourself. In the absence of rent payment, we will pursue the Tenant for payment with up to three letters and advise you if you should take legal advice.

You should arrange a facility with the bank to cover changes in rent payment dates, void periods or non-payment of rent. Docklands Prestige Residential take no responsibility for late or missed mortgage payments;

- 3.3.13** Where requested, we will pay from rents received outgoings such as ground rent, service charges, insurance premiums, maintenance contracts, council tax and utility bills. Although we will query any obvious discrepancies as we discover them apart from insurance premiums, we must emphasise that we are entitled to accept and pay on your behalf demands and accounts which appear correct. Payments will only be made if we hold cleared funds. We are not liable for any discrepancies or for any loss suffered if we do not hold sufficient monies;
- 3.3.14** Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors whom we instruct will be considered instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that subcontractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work;
- 3.3.15** We will try to arrange a mutually convenient time for contractors attending the property to undertake work on your behalf to meet the Tenant at the property. Where this is not possible, we may be able to arrange to meet the contractor at the property. This will be subject to an additional charge.
- 3.3.16** If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure, we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us, then we reserve the right to refuse your instructions and to terminate this Agreement;
- 3.3.17** We will deal with routine management matters and instruct contractors to carry out minor works up to a maximum of £250.00 for any one item without further instruction from you. We will deal with matters of redecoration, renewal, replacement or repair between £250.00 and £500.00 with your verbal authority (except in the case of emergency and / or when it is impractical to do so). We endeavour to inspect and arrange estimates for works over £500.00 and on receipt of your written approval (except in the case of emergency) will organise for the works to be completed. We endeavour to inspect major works for satisfactory completion before releasing the final payment. We are not liable for any damage to the property or deterioration or loss suffered if we do not hold sufficient cleared funds;
- 3.3.18** We endeavour to visit the property once a year at the landlord's written request to carry out non-expert condition visits and prepare a report detailing any recommendations. This is a walkthrough of the property, not a survey and is intended to note any obvious repairs or maintenance. We are not liable for hidden or latent defects or any deterioration in the property if we are unable to gain entry. If the Tenant refuses entry, we will inform you in writing. You should seek legal advice; the cost of each visit is £80.00 + VAT.
- 3.3.19** We will prepare and serve notices (as appropriate) to end the tenancy upon your written request. You must give us at least ten weeks warning if you wish to terminate a tenancy at the end of the fixed term or according to a break clause. We are not liable for any delay in gaining possession if you fail to give us sufficient notice;

- 3.3.20** Prior to the end of the tenancy, we will contact you and the Tenant to ascertain plans for termination or extension of the tenancy. If requested, we will then negotiate terms between yourself and the Tenant for renewal of the tenancy. We will draw up extension documents, including any new terms agreed between the parties and arranged for them to be signed. We are not liable if the Tenant fails to return a signed document. We will then date the agreements and send the relevant copy to each party. If the Tenant has an Assured Shorthold Tenancy, and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing on a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter-notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counterproposal, we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can arrange for solicitors to act on your behalf.
- 3.3.21** If the tenancy is to be terminated we can, if requested to do so in writing, serve the relevant Notice to the Tenant together with a copy of the Department for Communities and Local Government's "How to Rent: the checklist for renting in England". We will arrange for the property to be remarketed or prepared for your return:
- 3.3.22** At the end of the tenancy, we will arrange for an inventory check out by the independent inventory clerk. On receipt of the checkout report, we will forward this to yourself and the Tenant. You will then be responsible for agreeing on deductions from the deposit. If no agreement can be reached you should refer the matter to the dispute service of the tenancy deposit scheme or small claims court in the case of Non-Housing Act tenancy agreements;
- 3.3.23** If requested, we will arrange for any repairs, redecoration, replacements or cleaning as required payable from the deposit. Please note that if the tenant should dispute any costs the invoices will need to be settled by you as the landlord whilst the matter is adjudicated by the relevant scheme;
- 3.3.24** We will notify all utility companies of user account changes (where possible);
- 3.3.25** We will notify the local authority of the change of occupant for the purposes of council tax liability.
- 3.3.26** As from October 2011 if a Tenant leaves a property without providing a forwarding address, the Landlord will become legally liable for payment of the water account under the Flood and Waste Management Act 2010. If we manage the Premises, we will endeavour to obtain a forwarding address, but if we do not manage the property, the responsibility will be that of the Landlord. Docklands Prestige Residential has no liability for any loss of the Landlord if a forwarding address cannot be obtained;
- 3.3.27** We will try to arrange a mutually convenient time for contractors attending the property to undertake work on your behalf. With access provided either via the tenant or by using our set of management keys if we hold them. Where this is not possible, we may be able to arrange to meet the contractor at the property. This will be subject to an additional charge.

4. ADDITIONAL INFORMATION

4.1 THE RENT

Unless otherwise agreed, the rent quoted by us to a Tenant will include all outgoings for which you are responsible such as service charges, ground rent etc. The Tenant is responsible for gas, electricity, telephone, council tax, television licence and water including sewerage and environmental (unless included in the service charge) charges during a tenancy.

4.2 TENANCY AGREEMENT

Unless we are instructed otherwise, we will use our standard Tenancy Agreement for which there is a charge as detailed in Schedule 1 payable by you. If you wish to have the agreement checked or amended by your solicitor, or to use an agreement prepared by your solicitor, you will be liable for any charges in connection with that work. Please note, no charge will be made for the use of our Standard Tenancy Agreement under our Property Management Service.

4.3 INVENTORY

Unless otherwise agreed, we will instruct an independent inventory company to prepare a detailed inventory and to carry out a check in and check out inspections. You will be liable for the cost of the preparation of check in and check out report; We cannot accept liability for any error or omission on the part of the independent inventory company.

4.4 RENT REMITTANCES

Present banking arrangements are such that it is necessary for us to allow approximately ten working days before transferring monies to your account. Any monies dispatched will be without prejudice to final clearance. The rent will only be paid to you when we hold cleared funds.

4.4 INCOME TAX

You are responsible for notifying HM Revenue & Customs of the tenancy. Where the Landlord of the property resides outside of the UK for more than six months in the tax year, HMRC will hold us, as Agent, responsible for the payment of any tax liability which arises from rents collected on your behalf, unless we are in receipt of a certificate of approval from HMRC.

In the absence of a certificate of approval, we will deduct tax at the appropriate rate and hold this to your credit until either we receive a certificate of approval or we remit these monies to HMRC, which we are required to do on a quarterly basis.

Where we do not collect rent on your behalf, we will advise your Tenant that you are an overseas Landlord and that they must withhold tax on rent that they pay, unless you arrange for HMRC to supply the Tenant with a certificate of approval. If you currently reside in the UK but subsequently move abroad, we will make this deduction from the time that you leave the country.

The eventual liability for tax may be less than the amount forwarded to HMRC - in this event you will be responsible for liaising directly with HMRC to arrange any refund. Docklands Prestige Residential is legally obliged to provide HMRC with details of all Landlords, tenancies and rents - this applies to both resident and non-resident Landlords.

Further details of the Non-Resident Landlords scheme can be obtained from the website at www.hmrc.gov.uk.

4.5 INTEREST AND COMMISSION

No interest will be paid on any monies held by us on your behalf. Any commissions earned while working on your behalf will be retained by Docklands Prestige Residential.

4.6 TERMINATION OF AGREEMENT

Our appointment as property management Agent or rent collection Agent will be for the initial term of the tenancy and thereafter for as long as the tenancy continues to which period can be terminated by either party by giving a minimum three months' notice in writing. On termination of these services, our Let Only Service will remain in effect for the duration of the tenants' occupancy. To clarify, until all tenants as secured by Docklands Prestige Residential have activated and exercised the termination of the tenancy by physically departing the property, this includes but is not limited to the original fixed, renewed periodic or rolling term.

4.7 VARIATION OF TERMS

Variations to these Terms and Conditions of Business will only be valid if agreed in writing with a suitably authorized representative of Docklands Prestige Residential.

4.8 RENT ARREARS

We will inform you of any rent arrears or breaches of the covenant that are brought to our attention as soon as is reasonably practicable. Thereafter, you will be responsible for instructing your solicitor as necessary and for any charges levied by them. We will, of course, be happy to provide any guidance if required and to attend court as a witness. You may wish to look into rent protection warranties which may be suitable for you in the event tenant fails to comply with their scheduled rental payments.

4.9 LEGAL EXPENSES

In the event that Docklands Prestige Residential is obliged to instruct solicitors to recover any unpaid fees or other monies owing, you will be liable to pay the solicitor's fees and disbursements whether proceedings are issued or not.

4.10 STATUTORY APPLICATIONS

We will only deal with applications for fair rent or other Court or Tribunal matters by special arrangement with you. It should be appreciated that this will involve further costs. However, these will be agreed, where possible, in advance.

4.11 THIRD PARTY INTRODUCTION

In the event of a third party associated with the Tenant or occupant entering into a subsequent tenancy without there being an intervening tenancy, the commission shall be payable to us at the commencement of the tenancy at the appropriate rate.

4.12 PURCHASE OF THE PROPERTY

In the event that the sale of the property to the Tenant or any third party associated with the Tenant or occupant be agreed (whether after the commencement of the tenancy or otherwise), We will not charge the landlord a fee for the sale of the property.

4.13 SALE OF THE PROPERTY

In the event that you sell the property to a third party whilst the Tenant remains in the occupation you will remain liable to pay us our commission for the duration of the initial period of the tenancy and for any further period during which the Tenant remains in occupation of the property. It is, therefore, your responsibility to ensure that the purchaser enters into an agreement with us so that we may release you from your liability.

4.14 REIMURSMENT

You will keep us reimbursed in respect of any claim, damage or liability whether criminal or civil suffered from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of doubt, we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as Landlord.

4.15 MULTIPLE OCCUPANCY

The Regulations in the Housing Act 2004 concerning houses in multiple occupations ('HMOs') became law on April 6, 2006, and were enforceable from July 2006. There is a general wide definition of the Regulations which state that the following are HMOs:

Premises of 3 storeys or more that have five or more occupiers who do not form one household and share a kitchen or washing facilities are subject to mandatory licensing.

It is your responsibility to apply and pay for the HMO licence (if required). We will only offer a property for let when we are in receipt of a copy of the mandatory licence or a certificate stating that the Landlord has applied for the licence. We strongly recommend that you apply for a licence if you believe that the property falls into one of the categories as stated above. If we believe that your property falls into this category, we will inform you. Your property, like all private dwellings, must also comply with the Housing Health and Safety Rating System ('HHSRS'). If the property does not comply with HHSRS, the local authority may take action against you to remedy the hazard or risk at the property.

4.16 TENANCY DEPOSITS

To comply with Tenancy Deposit Protection legislation, the Agent is a member of the Tenancy deposit scheme, which is administered by:

Deposit Protection Service Bridgwater Rd, Bristol BS13 Phone: 0844 472 7000

Website: www.depositprotection.com

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding. If there is a dispute, we must remit the full deposit to MyDeposits, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication, but MyDeposits will take appropriate action to recover the deposit and discipline the Landlord if we have been unable to activate a resolution from your instructions.

We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

If you wish to hold the deposit, you must provide us with evidence of deposit protection prior to us forwarding the deposit to you. It is your responsibility to protect the deposit to comply with the Housing Act 2004 (if applicable).

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

4.17 MONEY LAUNDERING REGULATIONS

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, we require you to provide us with one proof of identity and one proof of residence which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine.

List A: Proof of Identity, Passport, National Identity Card, Full Driving Licence

List B: Proof of Residence: Council Tax bill, Utility bill, Mortgage statement, Bank Statement, Credit Card Statement

If you are a company which is quoted on the London Stock exchange, we will require a copy of the Certificate of Incorporation. If the company is not quoted, we require certified copies of two of the following documents:

Memorandum and Articles of Association Certificate of Incorporation A set of the Latest Accounts The last Annual Return. In addition, we need proof of identity and residence of two of the directors.

4.18 DATA PROTECTION

In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep information confidential and will only use it if fees are not paid, and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; when a contractor's invoice has not been settled by you.

4.19 SERVICE OF NOTICE

The provisions for the service of notices are that if either party deliver by hand any notices or documents which are necessary under the Agreement or any Act of Parliament to the other party or the last known address of the other party by 5pm; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered or recorded delivery post the documents will be deemed delivered upon proof of delivery is obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

The address for service for the Landlord will be the contact address specified in the Agreement and the address for service for us will be Unit 1, 139 Three Colt Street, London E14 8AP.

Any legal proceedings to be served in respect of this Agreement which is to be served outside the jurisdiction shall be deemed to be sufficiently served if they

are sent by ordinary first-class or airmail post or its equivalent, and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

4.20 EQUAL OPPORTUNITIES

We will not inquire into a Tenant's race, sex, disability, sexual orientation and/or religious beliefs as a decision to enter into an agreement on this basis would be unlawful. If you ask us to do so, we shall instruct.

4.21 SERVICE INFORMATION

We trade as a Limited Company registered at Companies House (Reg. No 6942564).

- Our VAT number is 170 8373 03.
- We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk).

4.22 ACTS OF THIRD PARTIES

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.

4.23 THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT

Does not apply to this Agreement.

4.24 ASSIGNMENT

We reserve the right to assign our rights and/or obligations under this Agreement upon giving you three months' written notice.

4.25 DEFINITIONS

In this Agreement the following Definitions apply, but they do not form part of the agreement:

- "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- "The Interest Rate" means the law society interest rate of 4% above the Bank of England base rate.
- "Inventory" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings on the Premises.

- "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- "Landlord" or "you" or "your" means anyone owning an interest in the property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the property.
- "Property" means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord. When the property is part of a larger building, the property includes all common areas.
- "Tenant" means anyone entitled to possession of the property under a Tenancy Agreement.
- "Term" or "Tenancy" means the fixed term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed term or periodic arising after the expiry of the original Term.
- "Deposit" means the money held by the Agent/Landlord/Deposit Scheme in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.
- "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- "DPS" means The Deposit Protection Service whose details are shown in the Tenancy Agreement.
- "VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to all other sums payable are exclusive of VAT.
- "A working day" refers to a day when the United Kingdom clearing banks are open for business in the "City of London".

Use of the singular includes the plural; Use of the masculine includes the feminine.

Any reference to a Statutory Instrument or Act of Parliament shall include a reference to future amendments.

4.26 LEGAL JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

FULL PROPERTY ADDRESS: _____

I CONFIRM:

- (a) I am the sole legal owner of the above leasehold / freehold property
- (b) I am the joint owner of the above leasehold / freehold property with _____
- (c) My parking bay / garage number is _____
- (d) The property is offered without parking

BANK DETAILS:

Bank Name: _____

Bank Address: _____

Account Number: _____

Sort Code: _____

LANDLORD DETAILS:

Full Name: _____

Home address: _____

Email: _____ **Phone Number:** _____

JOINT OWNER DETAILS:

Full Name: _____

Home address: _____

Email: _____ **Phone Number:** _____

AGREEMENT

I ACCEPT AND AGREE THESE TERMS AND CONDITIONS OF BUSINESS AND WISH DOCKLANDS PRESTIGE RESIDENTIAL LTD. TO PROVIDE THE FOLLOWING SERVICE (PLEASE TICK):

LET ONLY SERVICE

LETTINGS & RENT COLLECTION SERVICE

FULL PROPERTY MANAGEMENT SERVICE

I hereby authorise Docklands Prestige Residential Ltd. to sign all Tenancy Agreements on my behalf, upon receipt of satisfactory references. I have been made aware that I am legally bound to all the obligations contained within the tenancy agreement when Docklands Prestige Residential signs on my behalf. I / We enclose the following documents to comply with the Money Laundering Regulations 2003.

Signature (Landlord):

Name (Landlord):

Signature (Joint Owner):

Name (Joint Owner):

Signed on behalf of
Docklands Prestige
Residential:

Position:

Binding Effect, Interpretation and Jurisdiction

Acceptance of these Terms and Conditions of Business is legally binding in accordance with English law and is subject to the jurisdiction of the English courts.

NOTICE OF THE RIGHT TO CANCEL

If this agreement is concluded in the simultaneous physical presence of one of our agents and you the consumer, in a place which is not our business premises you have the right to cancel the agreement within 14 days if you wish. This right can be exercised by delivering, sending, or emailing a cancellation notice to us within such 14 day period. You are free to instruct us to begin work immediately on the understanding that you will be liable to pay for work undertaken or services received up to the time of any cancellation. This will include our fees if a tenant is introduced during such period in accordance with clause 1.3.

DPR reserves the right to change these terms and conditions at any time by giving you 28 days written notice. In the event that any changes are made, the revised terms and conditions shall be posted on our website (www.we-are-dpr.com) and sent to you at the address you have provided above.