

ANTONY  ASLAN

RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

These terms set out the Agreement between 'you' the Landlord(s) and Antony Aslan Lettings Ltd(AALL) 'us

### PART 1: YOU - THE LANDLORD

#### Landlord 1

Title: .....

Full name: .....

Address: .....

Mobile: .....

Email: .....

Bank Account Name: .....

Account Number: .....

Sort Code: .....

#### Landlord 2

Title: .....

Full name: .....

Address: .....

Mobile: .....

Email: .....

Bank Account Name: .....

Account Number: .....

Sort Code: .....

### MAIN CONTACT

Name: .....

### ANTI MONEY LAUNDERING REGULATIONS

We need you to provide documents, including both a photo ID and proof of your address, as a way to verify your identity when you engage us to market your property. If complete identification hasn't been provided at any time during the contract, we might be legally prevented from carrying out your instructions. Consequently, we retain the option to stop marketing, but you will still be obligated by the terms outlined in the Agency Agreement.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### PERSONAL INTEREST

In accordance with Section 21 of The Estate Agents Act 1979, we are obligated to reveal any familial or business ties between you and any of our staff members within the Antony Aslan Lettings Ltd or its affiliated companies. Kindly inform us, either at present or in the future, if such a relationship exists so that we can fulfil this disclosure requirement. Do you currently have knowledge of any such association?

Yes:  No:  Name and relationship of related Employee:

### DATA PROTECTION

We require your permission to inform you about services aimed at helping you explore all available options for a seamless and cost-effective property transaction. Additionally, this consent allows us to assess whether your ongoing property-related plans align with your expectations. Please select this checkbox to grant us consent to utilise the contact information you've supplied for discussing your options, without incurring any charges to you.

Yes:

Should you opt to oversee the property independently after accepting an applicant's offer, we will share your contact information with all tenants and guarantors for the ongoing tenancy management. If you provide an email address for us to contact you, it allows us to provide swift updates regarding property matters.

### CONSENT TO LET

By affixing your signature to this contract and any subsequent tenancy agreement, you confirm that you are the exclusive owner(s) of the property, as registered in the Land Registry.

If you check the provided box, you are indicating that, despite not being the owner of the mentioned property(ies), you assert, represent, and commit to Antony Aslan Lettings Ltd that you possess the authority to sign this contract and any ensuing tenancy agreement on behalf of the property owner.

I agree:

Furthermore, you agree to furnish appropriate evidence of this authority, which may include a Power of Attorney, Appointment as Agent for the Owner, or Appointment as Trustee. You also acknowledge your personal responsibility for all incurred fees and charges.

I agree:

Regarding the "Consent to Let," your endorsement of this agreement implies your understanding that, prior to receiving any of our services, you must obtain consent, if applicable, from your mortgage lender, the holder of your head lease, and/or your insurance company. Additionally, you are required to inform us of any conditions or restrictions imposed by any of these entities so that they can be integrated into the Tenancy Agreement.

I agree:

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### PART 2: PROPERTY TO BE MARKETED

Address: .....

Leashold  Freehold  Marketing price £

**CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR)** (Please see section 18 of the Terms and Conditions for definition and further details) Please confirm whether there is any adverse Material Information that should be disclosed to prospective tenants:

### PART 3: AGENCY TYPE

**Sole Lettings Rights** - We are the only agent marketing your property and if you let your property in any way we are entitled to a fee.

**Joint Sole Agency** - We work alongside one other agent and share our fee with them. The fee will be shared with Joint Agent named \_\_\_\_\_ on a \_\_\_\_\_ / \_\_\_\_\_ basis. The successful agent will get the \_\_\_\_\_ larger % and you will be held liable to pay the proportion to us.

**Multiple Agency** - We work in competition with other agents or alongside you as the Landlord and only charge a fee if we are the successful agent who lets the property.

### PART 4: AGENCY PERIOD

You designate our agency services for a defined "Agency Period." This period will begin upon the date when both the Landlord and these terms are officially signed and will extend for a duration of weeks following the Property's eligibility for marketing in accordance with prevailing legal requirements. Subsequently, it will persist unless terminated. During the Agency Period, neither party can unilaterally terminate this agreement. After the Agency Period, either party may terminate it by providing the other party with a written notice of at least 28 days.

Additionally, after 4 weeks of actively marketing the property, we will conduct a review of the property's marketing strategy.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### PART 5: SERVICE AND TABLE OF FEES *All prices are inclusive of VAT*

Service	Fully Managed (10%)	Introduction Only
Property appraisals for the market		
Extensive property marketing		
Organizing accompanied viewings		
Negotiating lease terms		
Tenant screening		
Drafting Tenancy Agreements		
Creating detailed Inventories and conditions schedule		
Advising on legal compliance before the tenancy		
Handling rent collection and distribution		
Holding the security deposit		
Ongoing legal compliance advice		
Key management for the property		
Tenant point of contact		
Resolving tenancy queries or disputes		
Initial property inspection		
Notifying service providers of new tenancy		
Follow-up property inspection		
Annual review of Buildings and Contents		
Check out report		

Service - all prices are inclusive of VAT	Introduction	Managed
Letting Fee 1-2 bed	2,5 weeks rent	2 weeks rent
Letting Fee 3-4 bed	2,5 weeks rent	2 weeks rent
Letting Fee 5+ bed	2,5 weeks rent	2 weeks rent
Service of Notice to Quit	£150	£100
Collection and registration of deposit	£50	£30
Inventory 1-2 bed	£150	£130
Inventory 3+ bed	£200	£175
Changes to Assured Shorthold Tenancy	£60	£30
Change of Ownership	£100	£70
Issue of Section 13	£50	£30
Issue of Section 21	£50	£30
Issue of Section 8	£50	£30
Court attendance	£150 per day	£100 per day
Tenancy Deposit Registration	£30	£30
Tenancy Renewal	£80	£60
Check-out inspection	£150	-
EPC	£100	£100
EICR	£250	£250
Gas Safety	£90	£90
Coordinate of property refurbishment	10%	10%
Aborted Tenancy Fee	-	£550

### Short Let Service

There might be situations where it's financially advantageous to rent your property for a period shorter than six months. In the event you request us to facilitate this service, our fees for the mentioned services will be 25% inc. VAT.



## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### PART 6: SPECIAL TERMS

List any Special Terms refer to the mutually agreed-upon conditions established by the parties to modify any of the aforementioned terms:

### PART 7: TENANT FIND ONLY

In this arrangement, the service typically includes tasks such as marketing the property, conducting tenant screenings, and arranging property viewings. This service is ideal for landlords who want to handle day-to-day property management themselves but need assistance with the initial tenant search and screening process.

Yes

No

Letting Fee £

### PART 8: HOUSES IN MULTIPLE OCCUPANCY (HMO's)

Does the property require a HMO License?

Yes

No

You also confirm that all conditions of the license have or will be fully complied with prior to the commencement of a Tenancy.

The Number of permitted occupiers is confirmed as: .....

Restrictions relating to the HMO are: .....

The Renewal date for the HMO is: .....

Antony Aslan Lettings Ltd can apply for a licence on behalf of a client. The fee for this service:

- £100 Inc VAT on initial application for a Tenancy to the Local Authority plus any fees charged by them. (Managed HMO property by Antony Aslan Lettings Ltd)
- £330 Inc VAT on initial application for a Tenancy to the Local Authority plus any fees charged by them. (Non-managed HMO property by Antony Aslan Lettings Ltd)
- £100 Inc VAT on renewal of a HMO License plus any fees charged by the Local Authority.

Please apply for a HMO license 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

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### PART 11: SAFETY CHECKS

To initiate a new tenancy, we will need your explicit instructions regarding the acquisition of essential safety documentation, especially if the landlord hasn't opted for our Property Management service. Please refer to our fees table for prices of below.

**Electrical Safety** - It is a legal requirement to have a valid electrical safety certificate for the property. Additionally, all landlord-supplied appliances must meet safety standards, and their manuals should be provided to tenants.

**Independent Inventory** - It is highly advisable to have an Inventory & Schedule of Condition. Please note that this is mandatory for Oxford City Council HMOs (Houses in Multiple Occupation).

**Gas Cert** - It is a legal obligation to possess a valid gas safety certificate if the property has a gas supply.

**Smoke Alarms** - Due to the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, it is legally mandated to have smoke alarms on every floor, including the ground floor entrance areas of the property. These alarms must be tested before the tenant(s) move in. Furthermore, carbon monoxide alarms are required in all living spaces containing fixed combustion appliances such as gas boilers and gas fires, with the exception of rooms with only a gas cooker.

**Legionella Testing** - Conducting a risk assessment is a necessity, and depending on the assessment's outcome, testing may be required.

### 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

#### ELECTRICAL WIRING

#### PORTABLE APPLIANCES

Please arrange for a safety test to be obtained on my behalf

As the landlord you confirm you will arrange for the provision of a test and will provide it us and the tenant(s) prior to the tenant(s) taking occupation

As the Landlord, you confirm that you are satisfied that the electrical appliances are safe and comply with Electrical Safety Regulations 1994

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### SMOKE ALARM AND CARBON MONOXIDE DETECTORS

### SMOKE ALARMS

### CARBON MONOXIDE

As the landlord, you affirm that the necessary detectors and alarms are operational and in place as required within the property  
Furthermore, you commit to scheduling their testing or servicing on the first day of the tenancy



Please arrange for the detectors/alarms to be fitted on my behalf and at my expense



Please arrange for the detectors/alarms to be serviced/tested on my behalf and at my expense



As the landlord, you confirm that there are no solid fuel appliances, open fire places or any other appliance requiring carbon monoxide detectors within the property

### INVENTORY, ENERGY PERFORMANCE CERTIFICATE AND LEGIONELLA TESTING

### INVENTORY

### EPC

### LEGIONELLA TESTING

As the landlord, you confirm that you do not require any of these services




Please arrange for this to be carried out on my behalf and at my expense




As the landlord, you will arrange for these services to be carried out and will provide the report to Antony Aslan and the tenant(s) prior to the tenant(s) taking occupation (where applicable)



## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### PARTIES SIGNATURES

By entering into this Agreement, you commit to treating our staff with respect and cooperating with us to facilitate the marketing of the Property as outlined in this Agreement. Any conduct that is threatening, abusive, or unreasonable towards our staff will be considered a significant violation of this Agreement. In the event of such behaviour, we reserve the right to immediately terminate the Agreement, either in part or in its entirety, and/or discontinue the services provided under this Agreement.

Abusive behaviour encompasses actions such as using profanity or derogatory language when communicating with our staff, whether in oral or written form. Unreasonable behaviour includes, but is not limited to, consistently disregarding our advice regarding advertising or property maintenance, making demands that are unrealistic in terms of timelines, engaging in excessive communication that places undue pressure on our staff, or any other actions that hinder our ability to effectively market the Property or provide ongoing sales or leasing services for you.

To ensure the safety and well-being of our employees, it is imperative that you promptly inform us if you are aware of or suspect any health and safety concerns related to accessing the property. This information should be disclosed on the first page of this Agreement, specifically in Part 2 - PROPERTY TO BE MARKETED.

By signing this agreement, you acknowledge that you are personally responsible for all fees and charges that are due.

Landlord 1: .....

Signed: ..... Date: .....

Landlord 2: .....

Signed: ..... Date: .....

Antony Sofroniou  
Director  
Signed:

Callum Aslantepe  
Director  
Signed:

Date:

Date:

Antony Aslan Lettings Ltd is a participant in the Property Redress Scheme. The company is incorporated and registered in England with the registration number 14943734, and its registered office is situated at 55 Godwin Court, Old Town, Swindon, Wiltshire, SN1 4BB.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### 1. AGENCY CATEGORIES

1.1. Exclusive Letting Rights entail your responsibility to compensate us, along with any other agreed costs or charges, under the following circumstances: a) If tenancy agreements for renting the property are executed during the period when we hold Exclusive Letting Rights, regardless of whether the tenant was secured by us, another agent, or any other individual, including yourself. b) If tenancy agreements for renting the property are executed after the expiration of the Exclusive Letting Rights period but involve an applicant who was introduced to you during that period or with whom we conducted property-related negotiations during that timeframe.

1.2. Joint Exclusive Agency necessitates your obligation to remunerate us, in addition to any other agreed-upon costs or charges, if unconditional rental contracts for the Property are concluded with a tenant introduced or for whom a tenancy was arranged by us or by the Joint Agent during the Joint Exclusive Agency period, or if negotiations concerning the Property occurred with such a tenant during that timeframe.

1.3. Multi-Agency entails that while you may opt to market your property simultaneously with another agent, you will still be obligated to compensate us, in addition to any other agreed costs or charges, if any unconditional rental contracts for the Property are executed with a tenant introduced or for whom a tenancy was arranged by us during the period of our Agency, or if negotiations regarding the Property took place with such a tenant during that timeframe.

### 2. OUR APPOINTMENT

Our appointment as the Sole or Joint Sole Lettings Agents is specifically for the purpose of marketing your property, either for our Tenant Find Only service or our Tenancy Management service. This appointment can only be terminated with a written notice of 28 days, provided that such notice is not effective until at least 28 days before the conclusion of the Agency Period stipulated in this agreement. If, within the Agency Period, we or any other party arrange a let that does not progress to the exchange of contracts, the minimum Agency Period is extended by 28 days. If a party introduced by us enters into a contract with you for any other property you own or have an interest in, this contract will apply, unless both parties agree otherwise in written form. Our Agency Fees are calculated as a percentage of the rental price, which also includes any agreed-upon amount for furnishings, plus VAT. These Agency Fees become due upon the exchange of contracts and must be paid no later than the mutually agreed-upon completion date of the let, commonly referred to as the "Move-in Date."

Following the initial letting, if you decide to re-let the property and instruct us to market it, this will be done under the terms of Sole Lettings Rights.

### 3. TENANT FIND ONLY

3.1. The Tenant Find Only service is billed either at the percentage outlined in Part 3 of these Terms of Business or as a fixed fee, including VAT. It is calculated as a percentage of the rent for the initial term of the tenancy agreement. If you provide written instructions for us to manage an extension or renewal of the tenancy, the initially agreed-upon fees will become payable immediately.

3.2. The Tenant Find Only Service concludes when the Tenant(s) we have introduced take up residence in the property. Our fees are due and must be paid when the tenancy commences. These fees are non-refundable under any circumstances, including early termination of the tenancy. All responsibilities related to establishing a legal agreement with the tenant and managing the tenancy after the occupant moves in fall on the Landlord. Arranging the inventory check-out (if required) is also the Landlord's responsibility. We will deduct this fee from the first month's rent and invoice you for any remaining balance. Please note that the Tenant Find Only service does not encompass any services provided as part of our Tenancy Management or Property Management services unless expressly agreed upon in writing. We will require funds covering the total fee to be paid upon the commencement of any tenancy.

## **RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS**

3.3. For additional services, payment must be made in advance. If we do not hold sufficient funds to cover our fees, any outstanding fees will be invoiced and must be paid within 14 days of the invoice date. If we receive funds from you or a third party on your behalf, we may use those funds to settle any amounts owed to us by you.

### 4. PROPERTY MANAGEMENT

4.1. Termination of this service requires a written notice of three (3) months from either party or when the tenant(s) vacate the property or cease their responsibility for rental payments, whichever is later. If you choose to terminate the Property Management Service, a fee equivalent to 50% of the existing percentage fee for Property Management, plus an additional 2.4% including VAT (2% plus VAT) of all rent due from the tenant(s), will apply from the date of termination for the original tenancy term and any subsequent extensions.

4.2. Please be aware that we do not provide advances exceeding £100 at a time for any property-related work costs. Payments exceeding this amount will be invoiced by Antony Aslan Lettings Ltd to the landlord, and it is required that these invoices be settled within 14 days from the date of issuance.

4.3. In the event that Antony Aslan Lettings Ltd receives notices from the council related to property improvement, enforcement, or other matters concerning the property, we retain the right to carry out necessary work at the landlord's expense, acting as a necessary agent. Non-managed properties will incur standard fees as specified in the terms. It is crucial to emphasise that compliance with notices issued by the relevant council remains the sole responsibility of the landlord.

### 5. SERVICES OUTSIDE OF STANDARD SERVICE

5.1. In cases where you request us to perform tasks outside our standard services, such as debt collection, fair rent assessments, verification of other agreements or involvement in other tribunals, post-tenancy assistance, or information-related tasks, you agree to compensate us for our time at a rate of £90 including VAT per hour, with a minimum charge of half an hour.

5.2. If you have not subscribed to our Property Management service, or if there is no active tenancy in place or being arranged, you consent to pay us £60.00 including VAT for coordinating each property management task you instruct us on or require us to perform. This may include tasks like organising check-ins or managing the transition of utilities. Additionally, you will be responsible for covering any charges incurred by contractors.

5.3. For Property Refurbishment or Goods Supply services, should you seek our assistance, you agree to pay, in addition to the charges of the refurbishment contractor managed by Antony Aslan Lettings Ltd, a fee equal to 10% including VAT of the refurbishment cost before VAT, with a minimum fee of £60 including VAT. The same 10% including VAT fee applies to works ordered on behalf of an insurer regarding any insurance claim.

5.4. When you instruct Antony Aslan Lettings Ltd to manage the property during vacant periods, you accept a charge of £75.00 including VAT per calendar month, payable upfront either at the contract signing or when the property becomes vacant, whichever is later.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### 6. SHORT LET SERVICE

While we provide this service, if the tenant continues to occupy the property beyond the agreed-upon date, you may find it necessary to obtain a court order to regain possession of your property. Please note that such court orders may not be granted until a period of six months has elapsed.

### 7. PAYMENT TERMS

7.1. All fees are computed based on the total rent due from the tenant(s) for the original tenancy term and any subsequent extensions, not on the rent received, and are subject to VAT. These fees are to be collected in advance.

7.2. Should your account not be settled within seven days of the fee due date, we reserve the right to levy interest at the National Westminster Bank of England Base Rate, starting from the fee due date.

### 8. REFUNDABLE HOLDING DEPOSIT

Under current regulations, landlords have the option to request a Refundable Holding Deposit from a tenant as part of their application process. However, it's crucial to note that these regulations are quite stringent when it comes to the procedures for collecting, holding, and refunding these funds. Violations of these regulations can result in substantial fines.

In light of this, we do not recommend that landlords seek to obtain a Refundable Holding Deposit from a tenant. If you do decide to proceed with this, it's essential to ensure that any terms you establish for collecting, holding, and refunding the deposit comply fully with the current regulations.

If you do require a Refundable Holding Deposit, we will direct the tenant to communicate directly with you on this matter. It will be made explicitly clear to them that any agreement related to the Refundable Holding Deposit falls outside the scope of any agreement with AALL. Additionally, no payments for the Refundable Holding Deposit should be made through a AALL designated bank account.

### 9. DEPOSITS

12.1. In cases where we are instructed by you to hold the deposit, and the tenancy falls under the category of an Assured Shorthold Tenancy, we will ensure its registration with the Tenancy Deposit Scheme (DPS). AALL will promptly notify the tenant of this deposit protection within 30 days of the tenancy's commencement and within 30 days of each renewal or extension to the fixed-term tenancy. This notification includes the provision of the Deposit Protection Certificate and the Prescribed Information, which comprises the scheme information booklet.

12.2. If you, as the landlord, opt to register the tenant's deposits, you agree to assume full responsibility for the registration costs with a recognised deposit scheme. When a landlord intends to retain the deposit at the beginning or at some point during the tenancy, we will require the consent of all tenants to facilitate the transfer of the deposit to the landlord. Additionally, the landlord must provide evidence that the deposit has been securely held.

12.3. In the event of a dispute regarding the allocation of the deposit at the conclusion of the tenancy, either the landlord or tenant may initiate a dispute with the DPS within three months after the tenancy's end. If the landlord instructs us to manage or respond to a DPS dispute on their behalf, AALL can provide this service. However, in cases where neither tenancy management nor property management services are being provided, a fee of £30 including VAT will be applicable for offering this service.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### 10. VACANT PROPERTIES

10.1. AALL does not assume responsibility for unoccupied properties.

10.2. If there is an active tenancy agreement in effect, it is the tenant(s)' or landlord(s)' responsibility to oversee and maintain the property during any vacant periods.

### 11. ENERGY PERFORMANCE CERTIFICATE (EPC) PROVISION

We are committed to supplying a copy of the Energy Performance Certificate (EPC) to any potential tenant as a component of our property marketing process. You acknowledge that you will furnish us with an EPC that complies with the relevant EPC Legislation for the Property. Alternatively, you may choose to instruct the EPC provider we collaborate with to initiate the EPC process. Please be aware that the cost associated with obtaining the EPC is separate from our commission and will not be included in it.

### 12. MARKETING

a) We will inform you of the scheduled appointment for the photography session and, if applicable, the creation of a floor plan. Once these tasks are completed, the materials will be promptly returned to us and uploaded to the internet. We kindly request that you ensure there are no items on display in the property that you do not want to appear in the photographs at the time of the appointment. Please pay special attention to sensitive documents, personal photographs, and any items you prefer not to have visible online or in our marketing materials. It's important to note that the photography and video services we employ use high-resolution equipment, and it's essential to exercise caution to prevent unintended exposure of personal information due to items not being removed. AALL and the professional photographers we engage on your behalf assume no responsibility for accidental disclosure resulting from items not being properly removed from view. Following the creation of the e-brochure, we will send you a copy for your review. As part of this process, we will request that you inform us of any inaccuracies and confirm your agreement with the contents.

b) If it aligns with the stipulations of Local Council Planning Regulations, we will coordinate the placement of a "For Let"/"Let By" signs.

c) You consent to collaborating with us to ensure the broadest dissemination of information about the Property's availability through our marketing materials, which may include, where applicable, social media. It's important to clarify that your participation in these activities will not alter our entitlement to our fees and charges.

d) Occasionally, we may utilise property images in general sales campaigns. By signing this agreement, you grant your permission for any external images of your property to be employed in such campaigns.

### 13. CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR)

The Act mandates that all companies treat "consumers" with fairness. For us, consumers encompass sellers, buyers, landlords, tenants, and all individuals applying for any of our services. CPR stipulates that companies must furnish consumers with information that a competent professional would reasonably provide about the product, enabling an average informed consumer to make well-informed economic decisions. In this context, the term "product" encompasses both our services and properties we represent on behalf of our client consumers.

By signing this agreement, you explicitly agree that any decisions regarding the disclosure of information to consumers will align with the Best Practice guidelines published periodically by the Royal Institute of Chartered Surveyors.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### 14. ABORTIVE COSTS

In the event that you have agreed to the fundamental terms of a tenancy or renewal with us, and we have been directed to proceed with the formalities, but you subsequently withdraw from the transaction, you hereby consent to the following:

14.1. You shall be liable to pay us 50% of the applicable Tenancy Management or Tenant Find Only fee, or £350 including VAT, whichever amount is greater. Additionally, you shall reimburse us for other reasonable costs we have incurred as a result of your withdrawal within 7 days from the date of your withdrawal from the transaction.

14.2. You shall also reimburse the prospective Tenant(s) for any administration charges they have incurred as a consequence of the transaction.

14.3. You shall indemnify AALL against any claims related to a failed application, particularly in cases where a Tenant initiates legal action against AALL for any outstanding amounts owed, whether directly or indirectly, to the Tenant.

### 15. EARLY TERMINATION

No refunds will be issued if the Tenancy Agreement terminates prior to the specified end date, whether due to early termination by mutual agreement of the parties or one party serving notice under a break clause, unless expressly agreed in writing. In cases where the Tenancy Agreement concludes prematurely, and you instruct us to find a new tenant for the Property, with new fees being paid for the letting and/or property management, any portion of the original fee that is deemed "duplicated" will be credited to your account with us.

### 16. SERVICE AND MARKETING COSTS

In the event that, during our Agency period, you withdraw from a transaction, instruct us to halt the marketing of your property, or otherwise impede our ability to fulfil our contractual obligations and fully promote the Property, you hereby acknowledge your responsibility for covering the reasonable costs we have incurred up to that point for marketing your property. You agree to settle these costs within 30 days from the date you hinder our ability to meet our contractual obligations and/or effectively market your Property. It's important to note that the payment of these costs will not release you from the Agency period, and all clauses within these Terms will continue to be binding as previously agreed.

### 17. CUSTOMER SERVICE AND COMPLAINTS

If you have any concerns regarding the services provided by Antony Aslan Lettings Ltd, please communicate them in writing to: The Directors, Antony Aslan Lettings Ltd, 55 Godwin Court, Old Town, Swindon SN1 4BB, or you may also email your complaint to: [callum@antonyaslan.co.uk](mailto:callum@antonyaslan.co.uk) or [antony@antonyaslan.co.uk](mailto:antony@antonyaslan.co.uk). Please be aware that we are affiliated with the Property Redress Scheme (Agent ID:040910), which you can turn to for assistance in case we are unable to resolve your issue to your satisfaction. You can access their services at [www.theprs.co.uk](http://www.theprs.co.uk).

### 18. MAINTENANCE OF THE PROPERTY PENDING LET

18.1. We assume no liability or responsibility for the maintenance or repair of the Property under any circumstances, including the period when a Let is pending, unless you have specifically instructed us to provide Vacant Property Management.

18.2. As the Landlord, it is your duty to uphold the Property's maintenance and implement necessary precautions to safeguard it against potential damage prior to transferring it to the Tenant.

18.3. If we hold the sole set of keys for the property while it awaits letting, please be aware that we assume no liability or responsibility for granting access to the Property. We strongly recommend that you obtain a duplicate key so that access can be facilitated outside of regular office hours. It's important to understand that we do not bear any responsibility for the Property's condition, addressing property-related issues, or offering emergency access to the Property under any circumstances. In the event that access was not feasible due to us being the sole key holder, we are not accountable for any damage to the property during that period.

## RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

### 19. GOVERNING LAW AND JURISDICTION

This Agreement, as well as any dispute or claim arising from it or its subject matter, including both contractual and non-contractual disputes, shall be subject to and interpreted in accordance with the laws of England. Both you and we hereby agree, in an irrevocable manner, that the courts of England and Wales shall possess jurisdiction to resolve any dispute or claim that emerges from or relates to this agreement, its subject matter, or its formation, whether it pertains to contractual or non-contractual matters. However, it's important to note that this provision does not preclude you from making a complaint as mentioned earlier, and we acknowledge the jurisdiction of the Property Redress Scheme regarding such complaints.

### 20. SEVERANCE CLAUSE

In the event that any court or competent authority deems a clause in this Agreement to be unlawful and/or unenforceable, the remaining clauses of this Agreement will remain in full force and effect.

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

These regulations do not come into effect when you sign this contract in our offices. However, if these regulations are applicable, you have a fourteen-day window within which you can cancel this contract. Should you choose to cancel, YOU MUST SUBMIT A CANCELLATION NOTICE IN WRITING. This notice can be delivered or sent via recorded delivery, and it may also be sent by email. Kindly address the Cancellation Notice to: Callum Aslantepe/Antony Sofroniou, Antony Aslan Lettings Ltd, 55 Godwin Court, Old Town, Swindon SN1 4BB. You can reach us at E: [info@antonyaslan.co.uk](mailto:info@antonyaslan.co.uk) or T: 01793 387 121 for further details.

**Urgent work:** By affixing your signature to this contract, unless otherwise communicated in writing, you acknowledge and consent to the fact that commencing marketing activities for the Property with us is deemed "urgent work" and should commence promptly. Our services and marketing efforts will be initiated without delay. In the event that you opt to terminate this contract within a fourteen-day period, you will be liable for the complete cost of the services, agency fee, commission, and any other charges as stipulated in this contract, provided that they have been furnished in accordance with the terms of this contract before the cancellation date or subsequently, with your explicit consent. In the event that the full fee becomes payable, these fees will be offset against said fee.

If the Cancellation Notice is sent via email, the cancellation will be considered effective as of the email's date. If you choose to deliver a notice or letter in person, the cancellation will be regarded as having occurred on the date of the delivery.