

OB PROPERTY

Terms of Business *Residential Lettings*



OB PRIVATE OFFERS CLIENTS THREE LEVELS OF RESIDENTIAL LETTING SERVICE:

ONE

OB Private

TWO

Letting & Rent Collection Service

THREE

Letting, Rent Collection & Management Service

This document 'the Agreement' details how the marketing and subsequent letting of the Property is carried out, together with the duties and responsibilities of both Oliver Bernard Private and the Landlord. The following Terms of Business ('the Agreement') explain your position and responsibilities as a Landlord and define your relationship with Oliver Bernard Private ('OB Private'). You should read this document carefully. You should be aware that if a letting proceeds you confirm by signing this document that you have agreed and accepted these Terms of Business.

This document refers to Assured Short hold tenancies which fall within the Housing Act 1988 and Non Housing Act tenancies including company tenancies which are outside of the Housing Act 1988 and fall under common law. Relevant legislation will still apply to the governance of the tenancy.

You are advised to take legal advice prior to signing this Agreement from a solicitor, other legal adviser or the Citizens Advice Bureau (CAB) if you are uncertain of any of the points contained within this Agreement.



SCHEDULE 1 LETTING ONLY SERVICE

We will:

- Arrange to carry out a market appraisal of the Property with the Landlord or his representative;
- Advise on the letting prospects of the Property and the likely achievable market rent;
- Advise of any pre-letting presentation improvements or maintenance which is visible. We cannot accept any responsibility for defects which are not immediately apparent;
- Advise on the statutory duties of the Landlord and other requirements which must be fulfilled prior to the letting of the Property. Our Property Services team can assist with arranging all or some of these requirements as shown in Additional Services Schedule 10;
- Take brief details of the Property;
- Photograph the Property externally and internally provided consent has been given by the Landlord and the current occupier and where appropriate arrange floor plans;
- Arrange for an Energy Assessor to prepare an Energy Performance Certificate (EPC) if required at the Landlord's expense. If the EPC has lower than an E rating OB Private will be unable to let the Property unless it is on the Exemptions Register and proof provided. OB Private advise that in such circumstances that the assessor produces a scale of remedial work to bring the Property to the required legal standard. OB Private work with approved energy assessors and prices range from £60 to £120 including VAT;
- Register your Property on our website (obprivate.co.uk) and other property portals to which we are associated;
- Liaise with our in-house press office where appropriate;
- Contact potential Tenants on the OB Private database;
- Include the details in OB Private's regular circulation list of established corporate contacts and relocation Agents;
- Advertise the Property as we deem appropriate including promoting a successful let;
- Arrange viewings of the Property including relocation Agents and estate Agents;
- Negotiate offers and terms with the Applicant on the Landlord's behalf;
- Advise the Landlord of any offers received, the names of the Applicants and the terms of the offer;
- Endeavour to take up references currently at the Applicant's expense but after the imposition of a fee ban at the Landlord's expense. OB Private use a referencing agency and report to the Landlord accordingly. As part of our

internal process we usually provide the Landlord or his representative's email address to our chosen referencing agency to enable them to forward the reference report directly. Whilst we will use all reasonable efforts to ascertain the accuracy of the references provided by the agency we cannot accept responsibility for the accuracy of information which may be provided to us unless it is due to our negligence or breach of contract. If it is not possible to obtain references, we will try to get the full rent paid in advance, arrange for an acceptable guarantor to be added to the Tenancy or seek the Landlord's written consent to proceed without references;

- Check the passport of all applicants for identification purposes, and the visa of any foreign national where applicable. Take a copy of the passport and visa to comply with the Immigration Act 2014. A passport check can only be done if the applicant is present;
- Prepare the appropriate Tenancy Agreement and arrange for it to be signed by the Landlord and the Tenant, dated and exchanged. Where the standard OB Private tenancy agreement is not used or amendments are made, independent legal advice should be sought. The Tenancy Agreement may be sent to you for electronic signature.
- Arrange if required to sign the Tenancy Agreement on the Landlord's behalf. The designated signatory must be approved by the Landlord in writing prior to the signing of the Tenancy Agreement. This signature will bind the Landlord legally to all the obligations contained within the contract. If the Landlord does not want OB Private to sign the Tenancy Agreement the Landlord must inform OB Private of this decision in writing promptly. The cost of the preparation of the Tenancy Agreement is divided equally between the parties but after the imposition of a fee ban the Landlord will pay for the drafting of the Tenancy Agreement as shown in Additional Services Schedule 10;
- Prepare a statement and submit it to the Tenant for the initial rent, the Deposit and any letting charges;
- Collect the first rent payment and the Deposit; or a letter of guarantee;
- Banking arrangements are such that it is necessary for OB Private to allow approximately nine working days for rent received by cheque to be cleared before the money can be transferred to the Landlord's account. Typically where rent is paid electronically or received by standing order it is paid out the following working day and will take three working days to reach your account. The Landlord is liable for any bank charges incurred;
- Advise the Landlord of the number of sets of keys required for the Tenancy;

- Release keys to the check in inventory clerk or Landlord's representative or make keys available for the Tenant to collect from our local branch;
- Submit a Statement of Account and pay net rent to you upon clearance of funds or provide an invoice stating the balance of fees outstanding to OB Private;
- Advise you that if a formal offer has been made by a prospective Tenant, 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;
- Inform you that you must notify us of any change in your residency;
- Advise that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost including our fees as shown in Additional Services Schedule 10 below and if you have requested us to do the work in writing;
- Notify you that it is not part of our Service to forward your mail. Therefore no responsibility can be taken for mail sent to you at the Property. We recommend that you arrange for it to be redirected by the Post Office;
- Advise that if you use the Letting Service or the Letting and Rent Collection Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. You must also provide written instructions for the maintenance and cleaning of special surfaces eg worktops, limestone flooring and items such as a Saniflo lavatory. If you fail to do so you may incur additional costs in rectifying damage and may not be able to claim compensation from the Tenant. The Tenant may also be entitled to compensation. We do not arrange repairs if we do not manage the Property;
- Advise that if the Tenant leaves the Property of their own accord prior to the expiration of the Tenancy it is your responsibility to take the appropriate action to recover any outstanding rent from the former Tenant and decide whether to re-let the Property or leave it vacant until the end of the fixed term or break clause and sue the Tenant for outstanding monies;
- Advise that if the Property is currently tenanted that contracts are not exchanged until vacant possession is obtained. OB Private will take your instructions regarding exchange of contract but have no liability for any loss suffered if the current Tenant refuses to vacate.

END OF THE TENANCY

- Depending upon the type of Tenancy OB Private will prepare and serve the required Notice or letter on the Tenant on behalf of the Landlord upon receiving a written request. At least ten weeks warning must be given by the Landlord to OB Private prior to any Notice being served. OB Private will charge a fee for the preparation of documentation and the Notice will be served by a Solicitor and their invoice will be chargeable to the Landlord as shown in Additional Services Schedule 10 below; if the Tenancy is an Assured Shorthold Tenancy the Landlord will have to serve a Notice to

terminate either at the end of a fixed Term, any extension of it, according to a break clause, or during a periodic Tenancy. If it is a Non Housing Act Tenancy OB Private will serve either a letter to end the fixed Term or according to a break clause; or if the Tenancy becomes periodic serve a Notice to Quit being one period of the Tenancy to expire the day before the rent is due.

- Arrange a check out of the Inventory and Schedule of Condition if the Letting and Management Service is used but subject to written instruction and a fee if shown in Additional Services Schedule 10 for the Letting and Letting and Rent Collection Service;
- If the Property is noted in the check out report as not being cleaned to a sufficient standard the Landlord may have to make cleaning arrangements to put the Property in order to ensure it can be re-let swiftly; arrange the return of the whole or the balance of the Deposit after any deductions have been agreed in writing by the Landlord and the Tenant.
- OB Private does not negotiate deductions from the Deposit between the Landlord and the Tenant unless the Management Service is being used.

SCHEDULE 2 LETTING & RENT COLLECTION SERVICE

OB Private will provide all the services listed in Schedule 1 together with the following:

- Deal with ongoing receipt of rent in accordance with the terms of the Tenancy Agreement;
- Submit a Statement of Account to the Landlord according to the rental period, and transfer the rent once it has been received in cleared funds to the Landlord's nominated account. All rent is due in advance and payable according to the terms of the Tenancy Agreement. Unless otherwise agreed, the rent quoted by us to the Tenant will be inclusive of all outgoings for which the Landlord is responsible such as ground rent, service charges etc;
- Banking arrangements are as specified under the Letting Only Service at Schedule 1.
- The Landlord should arrange a facility with their bank to take into account any alterations in rent payment dates, void periods, or default in paying the rent by the Tenant;
- Issue the Landlord with a periodic statement of income and expenditure and shall within each statement account to the Landlord for any net balance in accordance with the Landlord's instructions;
- Net rent will be transferred to the Landlord by direct credit to the Landlord's specified bank account as soon as funds have cleared and been processed;
- If rent is not paid to OB Private no money is payable by OB Private to the Landlord. We will however take action in the Landlord's name to recover rent arrears by serving the appropriate letters requesting payment to the address of the Tenant together with a telephone call and/or email to ascertain the reasons for any delay. If this does not have the desired effect we will advise the Landlord to instruct solicitors to take further action. The Landlord will be responsible for all legal charges and expenses incurred.

SCHEDULE 3 LETTING, RENT COLLECTION & MANAGEMENT SERVICE

OB Private will provide all the services listed in Schedule 1 and Schedule 2 together with the following:

- Arrange for an Inventory, Schedule of Condition and check in (where appropriate) to be prepared at the Landlord's expense;
- Advise the utility companies if possible of the names of the new consumers which have been given to OB Private. This part of the Service can only apply if the Landlord has provided us with the names, addresses and account numbers of suppliers and final utility readings if available. The Landlord should be aware that some suppliers will only accept instructions direct from the account holder. If this position arises we will inform you of the actions you must take. OB Private has no liability if you fail to take a supplier's account out of your name;
- Arrange a pre-Tenancy clean if necessary at the Landlord's expense;
- Advise the local authority of the change of occupancy;
- Advise the Landlord of any furniture found to be noncompliant (without appropriate label) and if necessary arrange for its removal and disposal or storage at the Landlord's expense;
- Advise the Landlord of the number of sets of keys required for the Tenancy as specified in Schedule 1. Any extra sets of keys required will be cut at the Landlord's expense subject to a fee as shown in Additional Services Schedule 10;
- Release keys to the check in clerk or make arrangements to give them to the Tenant or make them available for collection from our local branch;
- From the tenancy start date attend to day-to-day management matters including minor repairs for which we will need to retain a minimum float of £250 if the rent is being paid monthly, but will be increased if the rent is paid in advance or by quarterly instalments as agreed in writing between the two parties and arrange maintenance and repairs where necessary. If works are required ahead of the tenancy start date these will be by separate agreement and charged accordingly;
- Investigate defects which come to our notice or which are brought to our attention by the Tenant. If a defect or problem arises which we consider to be beyond regular maintenance we reserve the right to refer you to a surveyor. You will be liable for the fees of the surveyor;
- Provided funds are held we can pay current outgoings, such as service charges, ground rent and insurance premiums upon receipt of the respective demands. It is the responsibility of the Landlord to ensure that invoices and demands are sent to OB Private. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay without question demands and accounts which appear to be in order. OB Private is not liable for any loss or damage suffered by the Landlord if there is a delay in paying outgoings if we do not hold sufficient funds unless it is due to our negligence or breach of contract;
- Where possible we will try to visit the Property a minimum of twice a year to check the condition of the Property provided the Tenant grants access. If the Tenant fails to grant access we will inform the Landlord who should take legal advice and advise OB Private of any action required. These visits are conducted by a member of our lettings team or a third party instructed by OB Private on the Landlord's behalf, not a surveyor. We will note apparent and obvious defects in need of repair but this will not be a structural survey. The visit is a general walk through of the Property. We cannot accept any responsibility for defects which are not immediately apparent or for failure to note anything concealed from our representatives. In particular loft voids will not be checked; A surveyor's inspection can be arranged on written request. You will be liable for the fees of the surveyor;
- If repairs or replacements are likely to exceed the minimum float we will, except in situations OB Private views as emergencies, try to contact you to obtain written authority to incur that expense. If we do not receive contrary instructions from you in writing within seven days we will proceed with your full authority to act as we deem appropriate having regard to your contractual and statutory obligations;
- OB Private reserves the right to levy a management charge in addition to and equal to the cost of any protracted refurbishment or building works for example when we are required to meet other people at the Property. We will agree this with you in writing when the requirement becomes apparent;
- OB Private cannot arrange for any works unless we hold cleared funds which are sufficient to meet the liability. We have no liability for any loss or damage suffered if we do not hold funds unless the loss or damage is due to our negligence or breach of contract;
- OB Private are able to instruct an approved contractor to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement you give us the authority to instruct an approved contractor on your behalf and deduct the cost of their invoices up to a maximum of £500 (or another amount agreed with the Landlord in writing) except in an emergency which risks significant damage to your Property, the fitness of the Property for human habitation or to the life of an individual where the amount is unlimited. You however remain liable for the payment of all invoices to tradesmen. If we are not provided with sufficient funds to meet these payments we reserve the right to provide your contact details to the contractor so that they can contact you for payment. If however the invoice remains outstanding for more than 30 days then we reserve the right to pay the contractor on your behalf using whatever monies we hold or receive for you. OB Private instructs contractors as agents on the Landlord's behalf therefore for the avoidance of any doubt the ultimate liability and responsibility of these invoices is that of the Landlord. OB Private may receive a referral fee from approved contractors which will not affect the final invoice amount, please see Schedule 4 for full details.
- Should work be over £500 we will require a minimum of 50% of the total invoice upfront before work commences;
- Use a particular contractor if requested by you providing we have copies of their professional qualification, public liability insurance, employer's liability insurance if relevant and the person is readily available. If your contractor requires our attendance as key holders at the Property this will be subject to an attendance fee as detailed in Additional Services Schedule 10. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord. OB Private will not be liable for any loss suffered;

- Forward net rental income to you, together with a statement, after retaining from the monies received sufficient funds to provide for reasonable expenditure, which will include our fees and expenses in the management of your Property during the next period of the Tenancy; or any other fees and expenses incurred by or payable to OB Private for any Property owned either currently or previously by the Landlord where OB Private was instructed to act. Our monthly management fee is payable whether or not rent is received;
- Endeavour to obtain a forwarding address to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

END OF THE TENANCY

- Arrange a check out of the Inventory and Schedule of Condition;
- If the Property is noted in the check out report as not being cleaned to a sufficient standard OB Private may arrange for cleaners to carry out a further clean initially at the Landlord's expense. If OB Private does not hold funds, the Landlord may have to make cleaning arrangements in order to put the Property in order to ensure it can be re-let swiftly; Deposit monies cannot be used for this purpose until we have written agreement from the Tenant;
- Negotiate and confirm in writing any deductions to be made from the Deposit with the Tenant including obtaining quotations for any replacement items or repairs;
- Arrange the return of the whole or the balance of the Deposit after any deductions have been agreed in writing by the Landlord and the Tenant;
- Supervision of the Property is not part of the management function when it is unoccupied. If the Landlord wishes OB Private to manage the Property during a void period it will be subject to additional charges payable in advance and written agreement between the two parties. OB Private can visit the Property once a week if instructed in writing during office hours being Monday to Friday between 9am and 5pm or any other times as agreed. These visits are conducted by a member of our lettings team, not a surveyor. The Landlord will be informed of any lack of repair or maintenance visible to the naked eye; but OB Private will not instruct a contractor unless cleared funds are held, confirmation is given in writing to deduct the cost of the contractor from those funds and the Landlord has agreed or subsequently agrees in writing to pay our vacant management fee.

SCHEDULE 4 MONIES, COMMISSIONS & OTHER INCOME FROM THIRD PARTIES

From time to time OB Private may introduce third parties, such as solicitors, EPC providers, approved contractors or inventory clerks offering services which may be of interest to the Landlord. These referrals may generate a commission or gift to OB private which will be accepted for our benefit without reference to the Landlord. The benefit to OB Private will not adversely affect the Landlord's interests, the service provided or the standard of work. This introduction or referral is not an endorsement

of these third parties. Approved contractors may pay a referral fee to OB Private. This will be included within the contractors invoice and will be up to 14.4% (including VAT) of the total invoice amount, the details of which will be available on request. This charge ensures that we can provide the Landlord adequate protections such as public liability insurance and managing the organisation of works. The amount of this fee will not affect OB Private's charge to the Landlord or the final invoice amount.

SCHEDULE 5 THE DEPOSIT

Unless otherwise instructed, we will collect a Deposit together with the initial Rent payment from the Tenant at the commencement of the Tenancy and regardless of the Service used by you hold the Deposit in a Stakeholder capacity. As Stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without the other party's written consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the Tenancy. The Deposit will also be held in an interest bearing client account. Any accrued interest will be used to cover any bank charges incurred by ourselves.

If we are instructed by you to hold a Deposit for an AST, we shall do so under the terms of the Tenancy Deposit Scheme which we are members of and is administered by:

**The Dispute Service Limited, 1 The Progression
Centre 42 Mark Road, Hemel Hempstead HP2 7DW**

Tel: 0300 0371000

Email:

deposits@tenancydepositscheme.com
Web:
www.tenancydepositscheme.com

The TDS does not protect deposits of non-ASTs.

If you hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you must protect the Deposit within 30 days of the Tenancy starting or the Deposit being taken whichever is the earlier. You must serve the Prescribed Information and any other statutory documentation for the relevant scheme.

DEPOSIT AT THE END OF AN AST TENANCY

After the Tenancy ends you are entitled with the written consent of the Tenant to ask us to deduct from the Deposit money to compensate for damage or any breach of the Tenancy Agreement. (For managed properties please refer to Schedule 3 End of Tenancy). You will need to specify the amounts to be deducted and the reasons for any deductions to be made but the Tenant's written consent will be required. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, or unpaid Rent and pay the balance if any to the Tenant. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within fourteen days of the Tenant receiving that demand in writing.

IN THE EVENT OF A DISPUTE

For non managed AST deposits held by OB Private please refer to the TDS website.

For managed AST deposits held by OB Private please refer to the Schedule 3 End of Tenancy

The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.

If we have to prepare documentation in the form of photocopies or other relevant publishing material OB Private will charge a fee as shown in Additional Services Schedule 10. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services Schedule 10.

DEPOSIT AT THE END OF A NON HOUSINGACT TENANCY

If the Tenancy is outside the criteria required to create an AST, it will fall under common law and outside the Housing Act 1988. Relevant legislation will still apply to the governance of the tenancy.

There is no requirement to protect the Deposit in an approved scheme and consequently there is no recourse to an adjudication scheme. In the event of a deposit dispute either party can take the matter to the County Court. Alternatively, if mutually agreed the parties can apply to an independent arbitration or mediation service.

RETENTION OF FUNDS

If we manage the Property we reserve the right to retain 50% of the last month's rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Property and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to the TDS to gain compensation for his loss from the Deposit.

INCORRECT INFORMATION

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If 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.

SCHEDULE 6 LANDLORD'S UNDERTAKINGS

1. CONSENT FOR LETTING

By signing these Terms of Business you warrant to us that you are the owner of the Property, or otherwise lawfully entitled to enter into a Tenancy Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. By signing this agreement you agree to provide us with a full indemnity for any costs, losses, or other expenses OB Private may bear due to the Landlord not having the right to enter into a Tenancy Agreement.

OB Private is registered with HMRC for the purpose of antimoney laundering regulation and complies with all current antimoney laundering legislation in the UK. Although not required by law you are advised that, as best practice, OB Private uses a third party electronic verification system, at no cost to you, to confirm the identity of Landlords at the time of signing their agreement with us; you may be asked for evidence of your identity to enable these checks to be completed. This information is treated in the strictest confidence and not used for any other purpose.

2. LAND REGISTRY

There have been a number of incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry have introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an email address and an address abroad. OB Private strongly advise all owners of properties that are being let to go to the website of the Land Registry which can be accessed on: www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.

3. MORTGAGE

If the Property is subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. By signing this Agreement you agree to provide us with a full indemnity for any costs, losses, or other expenses OB Private may bear due to the Landlord not having the proper consent from the mortgagee to enter into a Tenancy Agreement.

4. SUB-LETTING

If you are a leaseholder, you will normally require the consent from your Superior Landlord before you can sub-let the Property. The Superior Landlord may impose conditions such as a licence being signed between you and the Tenant regarding compliance with the head lease. A fee may be charged. OB Private will need a copy of any sections of the head lease that impose restrictions to attach to the Tenancy Agreement. If the Tenant is not given a copy of the relevant sections of the head lease you cannot impose any obligations. This could lead you to breach the terms of your lease which could result in legal proceedings with the Superior Landlord. By signing this Agreement the Landlord agrees to indemnify OB Private for any losses or costs due to failure by the Landlord to obtain consent.

5. INSURANCE

The Property and the fixtures and fittings included in the Inventory should be insured and your insurers made aware that the Property is let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Property remains vacant for a period greater than specified in your insurance policy. The Landlord should also check that insurance policies include third party liability to protect the Landlord from any claim. The Landlord must give OB Private copies of any section of the insurance policies that impose restrictions on the behaviour of any occupier or the Tenant of the Property to attach to the Tenancy Agreement. If these are not given to the occupier or the Tenant then they have no obligation to comply. You should consider arranging for an insurance policy that covers loss of rent, contents, and legal expenses.

6. TAXATION

The Landlord will be liable for tax on income arising from letting the Property and you must inform Her Majesty's Revenue and Customs (HMRC) that you are letting the Property. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website www.hmrc.gov.uk. You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to HMRC annually detailing all Landlords whose Property we have let and the rental income they have received, regardless of the country of residence of the Landlord.

HMRC has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. Until that approval number is given to us by HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non-Resident Landlord Scheme we shall make a charge as shown in Additional Services Schedule 10. If the Tenant pays the Landlord direct and the Landlord is non-resident in this country the Tenant must deduct tax and forward the monies to HMRC on the Landlord's behalf on a quarterly basis if approval has not been received by HMRC to pay rent gross. No person or organisation is exempt from this scheme. OB Private strongly recommend that all persons forming the Landlord who are not resident in the UK for more than six months in any tax year register with HMRC to have the rent paid without any tax deduction. The Landlord is warned that OB Private declares all landlords' details to HMRC on an annual basis as required by statute.

7. RENT ARREARS OR BREACH OF COVENANT

It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Property. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

8. REIMBURSEMENT OF THE AGENT

You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us 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 any 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 a Landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Property the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

9. WATER RATES

You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Property to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided. OB Private cannot be held liable if we do not manage the Property, the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

10. COMMUNAL HEATING AND HOT WATER

If there is communal heating and hot water at the Property which is not included as part of the rental payment the Landlord must advise OB Private to enable the information to be passed to an applicant at a first viewing. OB Private have included a clause with their Tenancy Agreement to cover such a situation. However OB Private will not invoice the Tenant during the Tenancy for such costs unless they manage the Property and the Landlord provides written proof of the costs. Otherwise it is the Landlord's responsibility to collect such payments from the Tenant.

11. SECTION 21 NOTICE FOR AN AST

A valid Section 21 Notice cannot be served on a Tenant if the Tenant is not in receipt of a current Gas Safety Certificate (GSC). OB Private serve a copy of the current GSC on all persons forming the Tenant at the start of every Tenancy. As part of the management service OB Private renew the GSC when required and sends an individual copy to each person forming the Tenant to comply with current County Court case law. However if the Landlord uses the Letting Only Service or the Letting and Rent Collection Service then OB Private do not arrange gas safety checks during a tenancy. It will be the responsibility of the Landlord to arrange such a check and provide the Tenant with the GSC annually by sending a copy of the GSC to all persons forming the Tenant as well as arranging the contractor to leave a copy in the Property when the check takes place; and prior to any Notice under Section 21 of the Housing Act 1988 being served. Failure to have the GSC and serve it on the Tenant may invalidate a section 21 Notice meaning a landlord cannot obtain possession of his property. The Management Service provided by OB Private avoids this risk. OB Private has no liability for the failure of the Landlord to comply with current legislation if the Property is not managed.

In addition if the Tenant has made a complaint to the environmental health department of the local authority about lack of repair at the Property and an improvement notice has been served upon the Landlord by the environmental health officer of the local authority a valid Section 21 Notice cannot be served on the Tenant for six months following the issue of the Notice and all work being completed.

OB Private has taken note of the new legislation stating that a Section 21 Notice cannot be served until the end of the first four months' of the Tenancy. This may mean a slight delay in the Landlord getting possession if he wishes to use a break clause to end the Tenancy at the six months' break point; or if the Notice was served more than six months after the Landlord requires possession and a new Section 21 needs to be served to comply with the above legislation. As from 1 October 2015 a Section 21 only has a shelf life of six months from the date of service. This may be important for a landlord who is thinking of selling; and legal advice should be taken to ensure the Landlord's position is secure.

12. ENDING A NON HOUSING ACT TENANCY

A tenancy outside the protection of the Housing Act 1988 can be terminated by the Landlord serving a letter to terminate the Tenancy at the end of the fixed term; or according to the terms of the break clause. If the Tenancy is periodic then a Notice to Quit must be served giving one period's notice to the Tenant. The notice period may vary depending upon how often rent is paid. In a periodic Tenancy the Notice must expire at the end of a period of the Tenancy being the day before the rent is due.

13. SALE OF THE PROPERTY

If the property is being sold with a current tenancy the Landlord is advised to have the relevant Notice served and to obtain vacant possession before exchange of contracts. If the Landlord does not obtain vacant possession OB Private will have no liability for any damages or other losses suffered by the Landlord if the Tenant fails to vacate prior to completion.

14. CONDENSATION

The Landlord has a responsibility to ensure that any wardrobes or other cupboards that may be used by a Tenant to store personal possessions which are attached to an outside wall are sufficiently insulated to prevent damp or condensation. If any damage occurs to the belongings of a Tenant the Landlord may have to compensate for losses suffered.

The Landlord has an additional responsibility to ensure adequate ventilation at the Property by installing air bricks where necessary. If OB Private manage the Property the representative of OB Private will check that the Tenant has not blocked up air bricks or other ventilation which could affect the fabric of the Property, the possessions of the Tenant or the life of the Tenant. If OB Private does not manage the Property such checks are the responsibility of the Landlord and OB Private has no liability for any loss or damage suffered.

15. SUB-CONTRACTORS

Any other party, including but not limited to, external Inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

16. HOUSING ACT 2004

Due to this Act certain types of Property may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation (HMOs) occupied by three or more people forming more than one household who are not related. In certain areas licences can also be required for a non-HMO property. It is the Landlord's responsibility to determine whether a property licence is needed and to obtain that licence. By signing the Agreement the Landlord agrees to keep OB Private fully indemnified against all losses, costs or damages incurred, whether criminal or civil, due to the failure of the Landlord to obtain an adequate licence for the letting of the Property. If we become aware that the Property is let which requires a licence and you refuse to obtain one OB Private reserve the right to terminate our instruction immediately.

As part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System (HHSRS)

which is a means of measuring hazards and risk of injury to a Tenant at the Property. You have the responsibility for ensuring the Property complies. If we accept an instruction to let the Property and subsequently an order is served to comply with the HHSRS on the Landlord or OB Private you agree to reimburse us within fourteen days of written demand or deduction from monies paid to us by the Tenant or from any other property owned by you where we hold sums on your behalf.

17. HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018

The above Act became law on 20 December 2018 and allows a tenant to take legal proceedings against a landlord if they deem the house is not fit for human habitation at the start or throughout a tenancy. The Court can impose an order for specific performance on a landlord making him carry out specified works. In addition the Landlord would be liable for the Tenant's legal costs, any damages awarded by the Court and any legal costs incurred by the Landlord. Where we are made aware of maintenance issues for a property managed by OB Private, which affect the fitness of the property, OB Private will identify these to the Landlord, however the obligation rests on the Landlord for ensuring that the Property is fit for human habitation and OB Private will accept no liability or responsibility in respect of this.

18. IMMIGRATION ACT 2014

Under the above legislation it is the Landlord's responsibility to meet the Tenant and check their passport and visa, where applicable, to ensure there is a right to rent. OB Private will carry out such an obligation on the Landlord's behalf at the start of the Tenancy as shown in Additional Services Schedule 10. If OB Private manage the Property, we will check the visa at the time of renewal or at the date the visa expires if earlier. However if OB Private do not manage the Property it will be the responsibility of the Landlord to check the Tenant has obtained a new visa. Failure to do so could result in a penalty fine of up to £3000 per occupier of the Property. OB Private has no liability if such a situation arises.

19. INDEMNITY

If you ask OB Private 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 undertaking then we reserve the right to refuse your instructions and to terminate this Agreement.

20. SIGNING THE TERMS OF BUSINESS

By signing the Terms of Business the Landlord gives OB Private the right to re-let the Property to the same or new persons forming the Tenant at the end of the initial Tenancy. These obligations will continue to apply until vacant possession has been granted and/or the Landlord has informed OB Private in writing that their instructions are withdrawn.

SCHEDULE 7 SAFETY LEGISLATION

1. THE FURNITURE AND FURNISHINGS (FIRE)(SAFETY) (AMENDMENT) REGULATIONS 1993

It is a criminal offence to let a Property with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

2. ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTED SECTOR (ENGLAND)REGULATIONS 2020

Landlords of privately rented accommodation must:

- Ensure national standards for electrical safety are met. These are set out in the 18th edition of the 'Wiring Regulations', which are published as British Standard 7671.
- Ensure the electrical installations in their rented properties are inspected and tested by a qualified and competent person at an interval of at least every 5 years.
- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.
- Supply a copy of this report to a new tenant before they occupy the premises.
- Supply a copy of this report to any prospective tenant within 28 days of receiving a request for the report.
- Supply the local authority with a copy of this report within 7 days of receiving a request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- Where the report shows that remedial or further investigative work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report.
- Supply written confirmation of the completion of the remedial works from the electrician to the tenant and the local authority within 28 days of completion of the works.

3. GAS SAFETY (INSTALLATION AND USE)REGULATIONS 1998

It is a criminal offence to let Property with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Property we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. We need to give the Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. Failure to provide this evidence means that if the Tenancy is as AST a Section 21 Notice cannot be served which will affect the Landlord's ability to gain possession of the Property. If you use your own contractor we will need

proof of their Gas Safe registration together with insurance cover. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Property it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the GSC being given to each person who is the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations.

4. PART "P" BUILDING REGULATIONS(ELECTRICAL SAFETY IN DWELLINGS)

From 1st January 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at the Property. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Property. If the Landlord wishes to use his own contractor we will need written 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 Property.

5. SMOKE ALARMS

Under current legislation being the Building Regulations 1991 it is the law that all newly built Property from June 1992 and Houses of Multiple Occupation (HMO) must have mains fitted smoke alarms with battery back-up. Currently all tenanted properties require a smoke alarm to be fitted on each storey of the Property where there is a room used wholly or partly as living accommodation. Checks will need to be made to each smoke alarm to ensure it is in proper working order on the day the Tenancy commences. Subsequently, the obligation is imposed on the Tenant to check the alarms monthly, report any fault and change batteries if applicable. These obligations are contained within the Tenancy Agreement. Where OB Private manages the Property we will arrange this check at the start of the Tenancy on your behalf. If we are not managing the Property it is the legal responsibility of the Landlord to arrange for the smoke alarms to be checked. OB Private has no liability if the Landlord fails to carry out such checks.

6. CARBON MONOXIDE ALARMS

It is a legal requirement for Houses of Multiple Occupation (HMO) to have a carbon monoxide alarm fitted. Currently tenanted properties require a carbon monoxide alarm to be fitted in any room which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance. Different Regulations also impose the fitting of a carbon monoxide detector if there is a wood burning stove in the Property. It is the Landlord's responsibility to ensure such alarms have been fitted and are operational. Checks will need to be made to each carbon monoxide alarm to ensure it is in proper working order on the day the Tenancy commences. Later checks become the obligation of the Tenant under the clauses within the Tenancy Agreement. Landlords however must replace an alarm if it is faulty. Where OB Private manages the Property we will arrange this check on your behalf at the start of the Tenancy. If we are not managing the Property it is the legal responsibility of the Landlord to arrange for the carbon monoxide alarms to be checked. OB Private has no liability if the Landlord fails to carry out such checks.

7. OIL, LPG, SOLID FUEL APPLIANCES AND WOOD BURNING STOVES

Oil, LPG, solid fuel appliances and wood burning stoves should be serviced and safety checked annually. Wood burning Stoves installed from 2011 must have an installation certificate and a carbon monoxide alarm fitted. A copy of the installation certificate must be given to us. It is best practice to fit a carbon monoxide detector to all oil burning installations and gas installations such as a fixed boiler.

8. ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007

From 1st October 2008, a prospective Tenant of a residential property has to be provided with an Energy Performance Certificate (EPC) free of charge at the commencement of marketing. EPC's must be provided by accredited energy inspectors and last for 10 years.

9. LEGIONNAIRES' DISEASE

In order to comply with the Health and Safety Executive's Code of Practice Landlords are advised to carry out a risk assessment at their premises prior to letting where there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the Tenant at the premises and confirms he has considered all risks regarding Legionnaires Disease. For managed properties we will arrange for Legionella Risk Assessments to be carried out, unless we are instructed otherwise in writing.

10. CHIMNEY SWEEPING

Working chimneys must be swept prior to the start of the Tenancy and in accordance with your Property insurance policy. We request a receipt or invoice is provided to us. For managed properties we will arrange this at your expense.

11. EUROPEAN STANDARDS FOR SAFETY OF INTERNAL WINDOW BLINDS

It is a legal requirement that all blinds and curtains which include a cord and chain must comply with current safety standards. Legally all new blinds and curtains must have a built in safety system and any existing blinds and curtains which do not comply must be made safe or replaced. Please see www.bbsa.org.uk for further information. If OB Private manage the property, we will check all blinds and curtains at the start of the tenancy and advise the Landlord accordingly. If OB Private are not managing the Property it is the Landlord's responsibility to make such checks and arrange the fitting of any necessary safety feature.

SCHEDULE 8 GENERAL CONDITIONS

1. TERMINATION

Either party may terminate our Rent Collection and Management Agreement by giving two months' notice in writing expiring at any time after six months from the date on which this Agreement started. (For short term tenancies at the expiry of the initial Term). If the Rent Collection or Management Service is terminated our fees as shown for the Letting Service remain payable for the duration of time that

the Tenant occupies the Property either for a fixed Term or a periodic Tenancy regardless of whether OB Private is instructed to act on the Landlord's behalf. Once a prospective Tenant has been introduced, this Agreement can only be terminated after payment of the fee to which OB Private is entitled and the Tenant leaves the Property. Our fees including renewals are shown in Schedule 9.

2. COMPLAINTS HANDLING PROCEDURE

OB Private, members of The Property Ombudsman Scheme, are proud of the quality of service we provide to all our clients and contacts. There will however be occasions when someone feels they have cause for complaint. Initially, should you have a grievance or concern, you should talk to whoever has been your contact within OB Private or to Charlie Gibson, Managing Director, Oliver Bernard Private, 12 Hay Hill, London W1J 8NR Charlie@obprivate.co.uk in the hope that any misunderstandings or difficulties can be easily and quickly resolved locally without recourse to a formal procedure.

3. LIABILITY

OB Private 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 otherwise than through the negligence, omission or failure of OB Private. No liability arises for any employee of OB Private; nor for a sum in excess of £250,000 unless it is a claim for personal injury for which OB Private is liable.

4. ASSIGNMENT

OB Private reserves the right to assign our rights and or obligations under this Agreement upon giving the Landlord one month's written notice.

5. OB PRIVATE LTD

OB Private Ltd is a limited company registered in England and Wales no: 12004604. Reg Office: 33 Bruton Street, London, W1J 6QU where a list of shareholders is available. We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk). We are also members of the Association of Residential Lettings Agents (ARLA) and the Royal Institution of Chartered Surveyors (RICS) and subscribe to the code of conduct of these organisations.

We are VAT registered, VAT no. 351185218.

6. JURISDICTION AND SERVICE

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.

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 by 5pm or the last known address of the other party, 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 being 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 this Agreement and the address for service for us is our OB Private head office.

7. 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. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

8. DATA PROTECTION AND DATA PRIVACY

By agreeing to these terms and conditions you are giving OB Private permission to store and use any personal and business data you provide to us and for these purposes OB Private will be regarded as the data "Controller".

To the extent that either party acts in its capacity as a Controller, the parties shall:

- ensure that they have a legal basis (or a "processing condition" as referred to in Data Protection Legislation
- being the Data Protection Act 2018) to process any relevant shared Personal Data;
- in respect of the relevant shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the disclosing party is sharing with the receiving party, the circumstances in which it will be shared, the purposes of the data sharing and either the identity of the receiving party or a clear description of the type of organisation that will receive the Personal Data;
- undertake to inform the Data Subjects, in accordance with Data Protection Legislation, of the purposes for which the party will process Personal Data and provide all the information necessary to ensure that the Data Subjects understand how their Personal Data will be processed by the receiving party;
- not retain or process the shared Personal Data for longer than is necessary to carry out the relevant purpose ("Purpose") and delete the relevant Personal Data when the Purpose is complete.
- notify the other party as soon as reasonably practicable after becoming aware of a Security Breach (even if such breach has not yet been fully investigated); and (where applicable) handle any Security Breach in an expeditious and compliant manner:

We may share your information with approved contractors, utility and media providers and facilitators, or agents in order to provide you with products and services. We will not share your information with other third parties without your permission except as required by law. We will include your details on our client management database and we may use this to send you items of interest from time to time. If you wish to amend or request that we delete the data we hold about you please email Charlie@obprivate.co.uk

9. ELECTRONIC DOCUMENTATION

By providing OB Private with an email address you are agreeing that we may provide documentation to you in an electronic format. All documents signed electronically are binding and admissible as evidence.

OB Private may arrange Tenancy Agreements and Terms of Business to be signed electronically. By signing these documents electronically the Landlord is bound to all the terms contained within the documents. If the Landlord signs the Tenancy Agreement electronically but does not want to be bound legally until the start date of the Tenancy, then the Landlord must inform OB Private in writing prior to using his electronic signature that he wants the contract to remain

"subject to contact" until the start of the Tenancy; and received confirmation that the instruction has been received by OB Private. By leaving a Tenancy Agreement "subject to contract" the Landlord agrees that the prospective Tenant can also refuse to ratify the Tenancy until the start date and if the Tenancy does not proceed the Landlord will have no claim for compensation against the prospective Tenant.

10. CLIENTS' MONIES

Under the RICS rules, we have to advise you that any monies collected on your behalf will be held in the following non-interest bearing account with Metro Bank, Unit 3, 120 Cheapside, EC2V 7JB: OB Private Ltd – Client All.

11. FEES FOR TENANTS

Up to 1 June 2019, OB Private were able to charge fees to the prospective Tenant to obtain references and to draw up contracts for the commencement of the Tenancy and a share of the inventory costs. Changes to legislation mean such charges can no longer be borne by the Tenant for an AST.

For an AST the Landlord agrees by signing this Agreement that he will pay for all reference checks and Right to Rent checks on any prospective Tenant, the cost of the inventory and the check in and check out fees, and for the drafting and any subsequent amendments to the proposed Tenancy Agreement or any extension or amendment of the tenancy documentation for a further period of time.

For a NHA tenancy OB Private will charge the Tenant 50% of the cost of the Tenancy Agreement or any extension or amendment of the tenancy documentation for a further period of time. The Tenant will also be responsible for the cost of the reference and Right to Rent checks and the cost of the inventory check out.

OB Private are transparent and comply with current legislation in displaying all charges on their website and other documentation. Any fees are retained by OB Private.

12. CONFLICTS OF INTEREST

OB Private has procedures in place to ensure that appropriate conflicts checks are carried out on every instruction so that any conflicts, or potential conflicts, can be identified and addressed as soon as possible with all impacted parties.

OB Private and the Landlord confirm that they are not aware of any personal family or business relationship which exists between the Landlord, OB Private or any persons/business associated with OB Private that has not otherwise been disclosed and undertake to notify the Landlord of any conflict of interest that is subsequently identified.

OB Private's procedures are in line with the Royal Institute of Chartered Surveyors ("RICS") professional statement and we will always ensure that the interests of the Landlord are paramount when seeking to resolve any issues that may arise.

Should you become aware of an actual or potential conflict please bring it to our attention as soon as possible.

13. DEFINITIONS

In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" "we" or "us" means OB Private trading from the address as described in Schedule 8 clause 5 above.
- c. "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.
- d. "Landlord" "you" or "your" means the Landlord as described in Schedule 11 below and any other person owning a reversionary 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.
- e. "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement.
- f. "Property" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Property address set out in Schedule 11 below. When the Property is part of a larger building the Property includes the use of common access ways and facilities.
- g. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Property.
- h. "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.
- i. "Superior Landlord" means the person company or organisation to whom ownership of the Property reverts at the end of the lease.
- j. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.
- k. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- l. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- m. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
- n. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- o. "Agreement" means this Terms of Business signed between the Agent and the Landlord.
- p. "Member" means the Agent who is a member of the Tenancy Deposit Scheme which is administered by The Dispute Service.

- q. The terms "Controller", "Data Subject", "Processor", "Processing" and "Personal Data" have the meaning set out in the Data Protection Act 1998, or, from the date it comes into force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals ("Data Protection Legislations") in relation to data that are processed under this Agreement.

SCHEDULE 9 FEES AND COMMISSIONS FOR LONDON

The Landlord should read the Terms of Business carefully and in particular this Schedule 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. The Landlord should ensure he is certain of the meaning of the charges incurred.

SOLE AGENCY

By appointing OB Private, the Landlord agrees that we shall have sole agency to market the Property for a fixed period confirmed in our instruction letter. The sole agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

OR

MULTIPLE AGENCY

By appointing us, you agree that we shall act on a multiple agency basis to market the Property which can be terminated by giving us written notice at anytime. If you do not terminate the multiple agency it will continue until we receive your written instructions.

COMMISSION PAYABLE INCLUDING ANY RENEWALS

You are responsible for paying our Commission for the chosen Service including any paperwork relating to the renewal of the Tenancy when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of the following: a. a viewing conducted by us;

- b. sight of any marketing or advertising material produced by us or on our instructions;
- c. by way of an introduction from an existing occupier for whom we have previously charged a commission; or
- d. through the work of yourself or any other Agent where this occurs during our period of sole agency;

This Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy regardless of the Service used whether or not we are the effective cause of the extension, renewal or continuation and for the period of time any such party or their assignees, sub-Tenants or successors in title continue to reside in the Property. You should note that this may involve you paying Commission to two Agents if you instruct another Agent to find an occupier for your Property during the period that we are instructed on a sole agency basis.

To avoid doubt if the Tenant is a company and subsequently the occupier remains resident in the Property taking up an individual Tenancy; or an individual Tenancy becomes a Tenancy to a company then fees will be due to be payable to OB Private for the duration of the replacement Tenancy whether or not we are instructed to act on the Landlord's behalf.

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. LETTING ONLY SERVICE

12% inc VAT (10% + VAT) of the total rent, premium or other monies paid will be payable for the initial Tenancy even if the rent is not paid by the Tenant or a rent free period is granted and 12% inc VAT (10% + VAT) of the total rent or premium for any renewal or extension of the Tenancy. This means that if your Property is let for a fixed period which is extended as either a periodic or fixed Term Tenancy that our Commission is payable in advance inclusive of VAT whether or not we receive cleared funds from the Tenant. The agreed letting fee will be invoiced by OB Private on the commencement of the Tenancy and at the commencement of any renewal or extension and deducted from the first instalment of rent with any outstanding balance being payable within 28 days of written demand. Our fee is subject to a minimum of £1,200 inc VAT (£1,000 + VAT).

2. LETTING & RENT COLLECTION SERVICE

14.4% inc VAT (12% + VAT) of the rent, premium or other monies paid will be payable for the initial Tenancy even if the rent is not paid or a rent free period is granted and 14.4% inc VAT (12% + VAT) of the total rent or premium for any renewal or extension of the Tenancy. As a matter of practice, the agreed Letting and Rent Collection fee will be deducted in instalments from the rent paid for each period of the Tenancy including any renewal or extension when it is received by OB Private. Any remaining unpaid balance is payable within 14 days of a written demand. If the Rent Collection Service is terminated the fees shown in the Letting Only Service will continue to be payable in advance for the duration of time that the Tenant continues to occupy the Property either on a fixed term or periodic Tenancy. Our fee is subject to a minimum of £1,200 inc VAT (£1,000 + VAT).

Alternatively:

12% inc VAT (10% + VAT) of the rent, premium or other monies paid will be payable for the initial Tenancy even if the rent is not paid or a rent free period is granted and 12% inc VAT (10% + VAT) of the total rent or premium for any renewal or extension of the Tenancy. As a matter of practice, the agreed Letting and Rent Collection fee will be invoiced by OB Private on the commencement of the Tenancy payable in advance; and at the commencement of any renewal or extension and deducted from the first instalment of rent with any outstanding balance being payable within 28 days of written demand. If fees are not paid within 28 days the discount will not apply and we will deduct commission at the higher rate. If the Rent Collection Service is terminated the fees shown in the Letting Only Service as shown in will continue to be payable for the duration of time that the Tenant continues to occupy the Property either on a fixed term or periodic Tenancy. Our fee is subject to a minimum of £1,200 inc VAT (£1,000 + VAT).

3. LETTING, RENT COLLECTION & MANAGEMENT SERVICE

19.2% inc VAT (16% + VAT) of the rent, premium or other monies paid will be payable for the initial Tenancy even if the rent is not paid or a rent free period is granted and 19.2% inc VAT (16% + VAT) of the total rent or premium for any renewal or extension of the Tenancy. As a matter of practice, the agreed Letting, Rent Collection and Management fee will be deducted in instalments from the rent paid for each period of the Tenancy when it is received by OB Private. Any remaining balance unpaid is payable within 14 days of a written demand. If the Management Service is terminated the fees shown in the Letting Only Service and the Letting and Rent Collection Service will continue to be payable for the duration of time that the Tenant continues to occupy the Property either on a fixed term or periodic Tenancy.

Alternatively:

18% inc VAT (15% + VAT) of the rent, premium or other monies paid will be payable for the initial Tenancy even if the rent is not paid or a rent free period is granted and 18% inc VAT (15% + VAT) of the total rent or premium for any renewal or extension of the Tenancy. As a matter of practice, the agreed Letting, Rent Collection and Management fee will be invoiced by OB Private on the commencement of the Tenancy payable in advance; and at the commencement of any renewal or extension of the Tenancy and deducted from the first instalment of rent with any outstanding balance being payable within 28 days of written demand. If fees are not paid within 28 days the discount will not apply and we will deduct commission at the higher rate. If the Management Service is terminated the fees shown in the Letting Only Service and Rent Collection Service will continue to be payable for the duration of time that the Tenant continues to occupy the Property either on a fixed term or periodic Tenancy.

4. SHORT TERM LETTING SERVICE (INITIAL TERM OF LESS THAN 6 MONTHS)

Letting Only Service: 24% inc VAT (20% + VAT) of the rent, premium or other monies paid will be payable for the whole Tenancy. The agreed letting fee will be invoiced by OB Private on the commencement of the Tenancy and at the commencement of any renewal or extension of the Tenancy and deducted from the first instalment of rent with any outstanding balance being payable within 28 days of written demand.

SHORT TERM LETTING & MANAGEMENT SERVICE

31.2% inc VAT (26% + VAT) of the rent, premium or other monies paid will be payable for the whole Tenancy. The agreed Letting fee and Management fee will be invoiced by OB Private on the commencement of the Tenancy and at the commencement of any renewal or extension of the Tenancy and deducted from the first instalment of rent with any outstanding balance being payable within 28 days of written demand. Our fee is subject to a minimum of £720 inc VAT (£600 + VAT).

5. SALES TO EXISTING TENANTS

Should a Tenant (or a connected party) originally introduced by OB Private to the Property proceed to purchase from the Landlord (during the Tenancy or within six months of the end of the lease term) OB Private will be pleased to provide professional advice to the Landlord/vendor on price, negotiations, checking the suitability of the buyer, instructing

solicitors and assisting progress of the sale.

INTEREST

We reserve the right to charge interest, at the rate of 4% per month, on all monies which are overdue for payment for a period exceeding 14 days from the date of issue of the invoice.

VAT

Value Added Tax will be chargeable on 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 within this Agreement are shown exclusive of VAT.

SUB AGENCY

We may give details of your Property on a commission sharing basis to other Agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Property promptly.

SCHEDULE 10 ADDITIONAL SERVICES FOR LONDON

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

1. For Non Managed properties OB Private will charge a fee of £120 inc VAT (£100 + VAT) to assist Landlords with arranging all or some of the following pre-Tenancy requirements; Gas Safety Record, Electrical Installation Condition Report, Portable Appliance Test, professional cleaning and an Inventory make and check in. The cost of each will be borne by the Landlord.
2. The fee for obtaining references on a prospective Tenant is £66 inc VAT (£55 + VAT) per individual. This fee includes checking the passport, and visa of any foreign national where applicable.
3. Key cutting is available for a charge of £48 inc VAT (£40 + VAT) plus the cost of the keys.
4. Preparation of our standard Tenancy Agreement is £330 inc VAT (£275 + VAT) for a new Tenancy and £180 inc VAT (£150 + VAT) for preparation of our standard documentation for both a fixed term renewal, rent review and periodic Tenancy.
5. Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement is £96 inc VAT (£80 + VAT) per hour or part of an hour.
6. Preparation of documentation for service of notices will be subject to a charge of £120 inc VAT (£100 + VAT). In addition the Landlord will be responsible for the invoice from the Solicitor where applicable.
7. Visits during a void period using our Vacant Property Management service will be £120 inc VAT (£100 + VAT) per visit. We would suggest one visit each month during office hours during the void period.
8. Additional visits to the Property including attendance as key holders for example meeting loss adjusters, surveyors and contractors can be carried out upon the written request of the Landlord and confirmation of payment of £120 inc VAT

(£100 + VAT) per visit (for up to one hour), longer visits by arrangement instructions to the contrary. This involves you in no additional

9. The fee for registration and membership of the Tenancy Deposit Scheme (TDS) is £60 inc VAT (£50 + VAT) paid in advance. The fee for the renewal of the TDS membership is £30 inc VAT (£25 + VAT).
10. Preparation of documentation for TDS adjudication will be subject to a fee of £192 inc VAT (£160 + VAT).
11. Preparation of documentation for County Court proceedings will be subject to a fee of £150 inc VAT (£125 + VAT); and attendance at court or any tribunal on your behalf will be charged at a fee of £150 inc VAT (£125 + VAT) per hour plus our reasonable costs and expenses.
12. If it is agreed between OB Private and the Landlord that additional work should be undertaken, which is not part of any of the above services, the remuneration shall be by written agreement between the parties. Additional work may include services of a specialist advisor and management of the Property during extended void periods. Our fee is 12% inc VAT (10% + VAT) subject to a minimum of £600 inc VAT (£500 + VAT) of the total work.
13. If the Landlord is not resident in the UK and does not have a tax approval number from HMRC we will charge £150 inc VAT (£120 + VAT) annually to cover the cost of compliance with HMRC Non-resident Landlords Scheme.
14. Applying for consent to sublet from the Freeholder or Lender is available for a charge of £180 inc VAT (£150 + VAT).
15. Preparation of additional correspondence is available for a fee of £60 inc VAT (£50 + VAT).
16. Receiving and arranging to forward post from the property is available for a fee of £60 inc VAT (£50 + VAT).
17. Courier deliveries at cost.
18. Handling insurance claims where we are required to lodge and oversee a claim we will charge 12% inc VAT (10% + VAT) of the claim.

SCHEDULE 11 LETTINGS CONFIRMATION OF INSTRUCTION FOR LONDON

PLEASE COMPLETE THE FOLLOWING INFORMATION:

This schedule follows Schedules 1 to 10 of the OB Private Terms of Business Property

PROPERTY ADDRESS

POSTCODE

THREE LEVELS OF RESIDENTIAL LETTING SERVICE

Letting Only Service - fees payable in advance
12% inc VAT (10% + VAT) for the initial term &
12% inc VAT (10% + VAT) for any renewal or extension

Letting & Rent Collection Service - fees taken in
instalments as the rent is payable 14.4% inc VAT
(12% + VAT) for the initial term & 14.4% inc VAT
(12% + VAT) for any renewal or extension

Letting & Rent Collection Service - fees
payable in advance 12% inc VAT (10% + VAT)
for the initial term & 12% inc VAT
(10% + VAT) for any renewal or extension

**Letting, Rent Collection & Management Service Letting,
Rent Collection & Management Service** - fees taken in
instalments as the rent is payable 19.2% inc VAT (16%
+ VAT) for the initial term & 19.2% inc VAT (16% + VAT)
for any renewal or extension

**Letting, Rent Collection & Management
Service** - fees payable in advance 18% inc VAT
(15% + VAT) for the initial term & 18% inc VAT
(15% + VAT) for any renewal or extension

SHORT TERM LETTING SERVICE (INITIAL TERM OF LESS THAN 6 MONTHS)

Letting Only Service
24% inc VAT (20% + VAT) for the initial term & 24%
inc VAT (20% + VAT) for any renewal or extension

Letting & Management Service
31.2% inc VAT (26% + VAT) for the initial term & 31.2%
inc VAT (26% + VAT) for any renewal or extension

I/We confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I/
we are aware due to be carried out to the Property, adjoining premises or the building of which the Property forms part which may
affect the letting of the Property except as noted below:

CORRESPONDENCE ADDRESS

POSTCODE

Please confirm where you will be resident while OB Private are letting your Property:

In the UK

Overseas

TELEPHONE (MOBILE):

EMAIL 1

TELEPHONE (OTHER):

EMAIL 2

To comply with our Anti Money Laundering policy we require the following information in order to complete our due diligence through
the services of Creditsafe online: Full name, home address and date of birth. This request for personal data is in accordance with the
principles of the Data Protection Act 1998...

...For Non UK Resident Landlords and where the property is owned by a Company, we will require additional information as advised by the Lettings branch.

HOME ADDRESS (IF DIFFERENT FROM CORRESPONDENCE ADDRESS):

POSTCODE

OB Private is legally obliged to file a tax return stating the names and address of our clients. If you are resident overseas please refer to Schedule 6, No.6 and Schedule 10, No.13 for further information and charges.

I/we confirm that I/we are the registered owners of the above Property and wish to instruct OB Private to let our Property on the above service. We accept and agree the obligations of the Terms of Business as shown at Schedules 1 to 10 above.

SIGNED BY THE LANDLORD

FULL NAME

DATE OF BIRTH

DATE

SIGNED BY THE LANDLORD

FULL NAME

DATE OF BIRTH

DATE

SCHEDULE 12

This schedule follows Schedules 1 to 11 of the OB Private Terms of Business

NOTICE OF RIGHT TO CANCEL

If you sign these Terms of Business away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with a OB Private representative, these Regulations require us to provide you with certain information. The relevant information is included in these terms and our letter confirming your instruction to let, including but not limited to: the nature of our service; our name and trading name; our geographical address; our prices and how to calculate them; the length of the contract and your right to terminate; arrangements for taking commission and fees; our complaint handling policy; the existence of codes of conduct and redress schemes.

YOUR RIGHT TO CANCEL

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

The cancellation period will expire after 14 days from the day you sign these terms.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post or email. You may use the cancellation form below but it is not obligatory.

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

CANCELLATION FORM

To OB Private

If you cancel this contract, we will reimburse to you all payments received from you.

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

Under the Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing.

However by signing below you agree that you request OB Private to begin the performance of services set out in these terms of business during the cancellation period.

I/We hereby give notice that I/we request you to begin the performance of service as set out in these Terms of Business as set out in Schedules 1 to 11.

ORDERED ON:

[Insert date these terms were signed]

SIGNED BY:

NAME(S):

DATE):

I/we understand that should I/we subsequently exercise our right to cancel we will nevertheless pay OB Private an amount which is in proportion to what has been performed from the moment I/we requested OB Private to begin performance of the service up to the point of cancellation.

[INSERT BRANCH NAME, ADDRESS AND EMAIL]

I/we hereby give notice that I/we cancel my/our contract for the service as set out in these Terms of Business.

ORDERED ON:

[Insert date these terms were signed]

NAME(S):

ADDRESS:

POSTCODE

SIGNED BY THE LANDLORD

FULL NAME

DATE

SIGNED BY THE LANDLORD

FULL NAME

DATE



OB PRIVATE