

## I. Letting Service

### Introduction of a Tenancy:

We will inspect the property and advise as to an appropriate market appraisal. Advice will also be given as to the type of tenancy available under the Housing Act 1996 and other related matters.

### The Letting Process:

Introduce a Tenant.

Ensure the prospective Tenants are accompanied by an agent when viewing the property.

Put forward all appropriate offers.

Negotiate the terms of the tenancy between the Landlord and Tenant.

Obtain from a credit referencing agency, a full credit search and references on the Tenant (we cannot accept responsibility for the correctness or otherwise of information which may be communicated to us by way of reference from such companies).

Once the references have been received from the Tenant, the Tenant allows us to release them to the property owner (Data Protection Act), we then forward them to the Landlord for his/her inspection. We will not allow the Tenant to move into the property until he/she receives signed confirmation from the Landlord that he/she is happy with the references provided.

Prepare and negotiate a tenancy agreement acceptable to both parties.

Collect security deposit/letter of guarantee payable by the Tenant.

Arrange for an inventory to be prepared at the start of the tenancy by an independent inventory company.

If we are instructed to collect the rent, we will prepare a statement of account when rent is received and pay the rent, less any deductions to you or your nominated bank account. Rent will be paid to your nominated bank account within 10 working days of rent received by Fraser & Co.

On receipt of a notice to terminate the tenancy by the Landlord/ Tenant, Fraser & Co. will advise the other party of the same.

## 2. The Tenancy Deposit

Fraser & Co is a member of the Tenancy Deposit Scheme. Membership ID No G05724, which is administered by:

The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead Herts HP1 9GN

Tel: +44 (0) 845 226 7837  
Fax: +44 (0) 1494 253193

Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

We, as the agent shall hold tenancy deposits as stakeholder for **managed** properties only.

### Deposit:

A deposit against dilapidations and unpaid accounts is normally equivalent to 6 weeks rental, or such other sum as may be appropriate, and will be held by ourselves as independent stakeholders. All deposits relating to an annual rent of £100,000 and below must by law be registered with a Tenancy Deposit Scheme.

Where Fraser & Co are not managing a property but have introduced the tenant, the landlord is legally obliged to register the deposit within 30 days of the tenancy commencement. Upon receipt of the landlord's tenancy deposit certificate Fraser and Co will release the deposit monies and rent due.

Please note; if the deposit is not registered by the landlord within the 30 days the tenant can issue immediate proceedings against the landlord.

### At the End of the Tenancy:

If there is no dispute, we (the agent) will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or balance of the deposit according to the tenancy agreement with the Landlord and the Tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

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

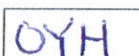
If there is a dispute, where the amount in dispute is over £5000, the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator which will incur an administration fee, to be fixed by the Board of the Dispute Service Ltd from time to time, and borne equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either you, the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer any dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement, sign for both parties and refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not either party wishes to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

We (the agent) must co-operate with the ICE's adjudication of the dispute and follow any recommendation concerning the method of the resolution of the dispute.



Please initial to confirm you have read the above terms.

Quest Estates Ltd t/a Fraser & Co  
Company Number 3051495  
Registered address of company:  
11 Westlife Apartments  
1 South Wharf Rd., London W2 1JB

### 3. Tenancy Deposit Arrangements - for non-managed properties

If you (the Landlord) are holding the deposit and the tenancy is an Assured Shorthold Tenancy (AST) you (the Landlord) must specify to us (the agent), prior to the start of the tenancy, under which other tenancy deposit protection scheme the deposit will be covered. When the deposits covered by one of the three schemes\*, you (the Landlord) must provide proof of membership, together with a copy of the insurance policy before the deposit can be released.

If you fail to do so the Tenant can take legal action against you (the Landlord). The court may make an order stating that you (the Landlord) must pay the deposit back to the Tenant or lodge it with the Custodial Scheme which is known as the Deposit Protection Scheme ("DPS").

\*[www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)  
[www.mydeposits.co.uk](http://www.mydeposits.co.uk)  
[www.depositprotection.com](http://www.depositprotection.com)

In addition a further order may be made requiring you (the Landlord) to pay compensation to the Tenant of an amount equal to three times the Deposit. You (the Landlord) will be unable to serve a section 21 notice on your Tenant until you comply with the above conditions and the court will not grant you a possession order. We (as the agent) have no liability for any loss suffered if you (the Landlord) fail to comply.

### 4. Incorrect Information

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

### 5. Tenancy Agreement

The tenancy agreement will be prepared by us, using an Assured Shorthold Tenancy (AST) or Appropriate Agreement. Separate legal notices as appropriate will also be served upon the Tenant, should the Landlord require specific clauses to be inserted into the agreement, we should be advised of this prior to the agreement being prepared.

We must advise all Landlords to confirm with their solicitors that the agreement to be used is appropriate and applicable to their particulars circumstances.

Landlords instructing their own solicitors to prepare an agreement will be responsible for their own solicitor's fees.

### 6. Instruction to Agents

By signing and returning these Terms and Conditions, you irrevocably instruct us to act on your behalf as your Agent with full authority to sign or execute the Tenancy Agreement on your behalf.

### 7. Utilities

We will advise the Gas, Electricity, Council Tax and Water services of the transfer into the Tenant's name at the commencement of the tenancy. We are unable to transfer the telephone as British Telecom

do not accept instructions from third parties - therefore it is imperative that the telephone account is transferred before each tenancy. With regards to new properties, the landlord will be responsible for the initial telephone line installation.

Fraser & Co. will not accept liability for any error or delays on the part of the utility companies or failure by the Tenant to pay bills during the term of the tenancy.

#### Inventories:

An independent specialist clerk will be appointed, unless otherwise requested, to prepare a schedule of condition and inventory. We can arrange for the Tenant to be 'checked in' at the commencement of the tenancy and 'checked out' at the expiration of the tenancy, also by an independent clerk. The **cost** of this service is to be borne by the Landlord when the Tenant moves in and by the Tenant when they move out.

### 8. Collection of agency fees

All fees in relation to the letting and management of your property are payable wholly in advance for the entire term of the Tenancy Agreement plus V.A.T at the standard rate.

For fully managed properties, fees will be refunded on a pro rata basis should the tenant terminate their contract prior to the end of the tenancy.

For non-managed properties, if the tenant terminates a contract before the end of the tenancy, it is the responsibility of the landlord to collect the legal costs and/or lettings agent's fees from the tenant as prescribed in the 'Special or Additional clauses' of the tenancy agreement.

### 9. Compliance Obligations:

These are as follows:

Check the identity of new clients and proof of ownership.

| List A:<br>Proof of Identity | List B:<br>Proof of Residence |
|------------------------------|-------------------------------|
| • Full Passport              | • Council Tax bill            |
| • National Identity Card     | • Utility bill                |
| • Full Driving License       | • Mortgage Statement          |
|                              | • Bank Statement              |
|                              | • Credit Card Statement       |

If you are a company we will require a certified copy of the Certificate of Incorporation. We also require certified copies of the proof of identity and residence of two of the directors.

Put in place anti-money laundering systems and controls, including keeping specified records of transactions.

Train staff.

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Report any knowledge or suspicion of Money laundering to the National Criminal Intelligence Service (NCIS).

Appoint a nominated money laundering regulations officer (MLRO).

The other members of a business must report knowledge of money laundering

Money Laundering Regulations - In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 & 2007 we require you to provide us with one proof of identity and one proof of residence which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine.

**10. Management Services**

**Rent Collection:**

Rental payments will be collected by us, usually either calendar monthly, quarterly, bi-annually or subject to agreement and remitted to the Landlord unless otherwise requested. Rent payments received by cheque will be remitted to the Landlord once the cheque has cleared through our Bank. Please note that interest accrued is held by the company.

**Default in Payments:**

In the event of rent remaining in arrears following our rent demand and two letters, we will advise the Landlord of any outstanding amounts, at which time the Landlord will be responsible for instructing solicitors. Should solicitors be instructed to claim rent arrears, their fees will be direct responsibility of the Landlord. We would point out, that whilst we can recommend solicitors; we are unable to accept responsibility for their fees or their actions.

**Income Tax:**

Rental income is assessed as unearned income and therefore subject to Income Tax at the standard rate and should be declared on your Tax return.

If the Landlord is considered NON-RESIDENT i.e. not residing in the UK by the commissioners for the Inland Revenue, we as Letting and Managing Agents, are responsible for any tax liability arising from rents received. It is therefore necessary for us to deduct tax at the base rate and hold this amount, and pay it to The Revenue on a quarterly basis.

If you do not have approval for non-deduction of tax from the Inland Revenue, we are legally bound to deduct 20% tax from rental income. An NRL 1 form should be completed for each owner of the property An NRL2 form should be completed if the property is owned in the name of a company. The Fraser and Company agency number to be included in the form is NA 011489. The form can be downloaded from the Inland Revenue website:-

**www.inlandrevenue.gov.uk/cnr** Alternatively we can post the form(s) to you.

The laws of tax self-assessment, means that as long as a Non-Resident Landlord registers with The Revenue and the Landlord's application is accepted, then, Fraser & Co will be forwarded a notice from The Revenue confirming that our Company can forward the rental notice to the Landlord with no tax deducted. Fraser & Co are in possession of the necessary registration forms and can forward

these to our Landlords, on request.

**Outgoings:**

Upon the written instructions from the Landlord to the block management and the freeholders to forward correspondence for the Landlord on to Fraser & Co, we will attend to payment of outgoings in relation to the property, namely ground rent and service charges out of available funds and we will account to the Landlord with regular statements. We cannot accept the responsibility for the adequacy of insurance cover. It is imperative that the Landlord informs us of any invoices that they are paying so that no double payments are made. This especially applies to managing agents and service charge accounts.

**Repairs:**

We will attend to the day to day matters of repairs and maintenance. I.e. equipment repairs and general management (plumbing and heating etc). A float will be taken for this purpose, amount dependant on the frequency of the rental collection.

**Inspections:**

We make a periodic inspection of your property twice a year to ensure that the property is being used in a Tenant like manner and that it is in good order: this also gives us the opportunity to see if any repairs are needed to the property and a brief report will be sent to you.

We will notify you (the Landlord) of any structural or serious defect of the property or contents which comes to our notice or of which we are notified by the Tenant.

**NB. A charge** to the Landlord of £75 +VAT per visit is made for this.

**Cleaning:**

We can arrange for cleaning of the property between tenancies and deal with the preparation of the property for a new tenancy. This will incur an **extra charge**.

**Gas Appliances:**

All gas appliances contained in the property must be inspected by a Certified Engineer (as stated on page 6 of 12) prior to the commencement of the Tenancy – or at yearly intervals, this is a legal requirement subject to the 1994 safety regulations and an appropriate **fee +VAT** will be charged by Fraser & Co for the organisation of this service plus the cost of the actual certificate. If you are in possession of a service contract for your gas and heating appliance, we must be given a copy to ensure that we do not double charge you or instruct other people to carry out any repairs or maintenance. Please be kind enough to attach a copy of the Service Document to these Terms and leave a copy at the property (If you require any assistance in this matter – please do not hesitate to contact our Management Department on 0207 725 4299).

**Properties managed by ourselves:**

If your property is to be fully managed we will as part of our normal responsibility:

- Organise the required annual safety check
- Keep all notes and records for inspection
- Supply a copy of the safety check record to the Tenant

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Electrical appliance should be checked:

- Live parts should be accessible
- Leads should not be frayed and be complete with no joins
- Correct plugs (marked BSI 363) should be installed and fused
- An EPC (Energy Performance Certificate) is a statutory requirement

#### Smoke Alarms

The building regulations 1991 require that all properties since June 1992 must have mains operated and interlinked smoke alarms fitted on every floor

#### Management Terms:

Our management appointment will be for an agreed period and subject to three months written termination notice on either side. If instructed, we will require sufficient working funds to enable us to meet all expenditure. If re-decoration or building works are required, or replacement of contents or fixtures and fittings, we will submit estimates only by request and any works over a figure of £500 will be subject to a 10% charge +VAT.

#### Refurbishment Terms:

For overseeing all refurbishment works we charge 10% of the contract costs plus VAT. Management of the Landlord's property will terminate at the expiration of the tenancy.

Should a Landlord require management of a vacant property, we would be prepared to undertake this service and fees would be by negotiation.

The rental quoted to potential tenants is inclusive of all outgoings, unless otherwise stated, with the exception of gas, electricity, telephone services, television licence, internet & media services, water rates and fuel oil if there is an independent system. Tenants will be responsible for the Council Tax.

However, in New Energy Efficient developments, some energy providers apply a standing charge on the communal boilers (daily maintenance), which will fall under the liability of the Landlord.

A 6 or 12 month **Rent Protection & Legal Expenses Warranty** is available, please ask for details and quote.

Please note that to proceed with this service, all tenants and guarantors if applicable must undergo and pass a full reference check.

## 11. Pre-Letting Requirements and Safety Regulations

The Furniture and Furnishings (FIRE) (SAFETY) Regulations 1988 and The Furniture and Furnishings (FIRE) (SAFETY) (AMENDMENT) Regulations 1993

Since 1st March 1993 it has been a criminal offence, punishable by a fine and/or a prison term, to let Premises with furniture of soft furnishing which cannot be proven to comply with the above fire safety regulations. The Landlord further warrants that any furniture purchased for the property after the date of the agreement will also comply with the Regulations for the duration of the tenancy

#### Advice to prospective Landlords:

It is an offence to 'supply' in the course of business any furniture, which does not comply. The regulations apply to upholstery and upholstered furniture, loose fittings and permanent or loose covers.

#### Penalties for non-compliance

The offence carries a punishment of six months imprisonment or a level 5 fine, currently £5000, or both.

#### What you must do

Check for the safety labels which should be attached to all compliant furniture manufactured since 1993.

#### Electrical Equipment (SAFETY) Regulations 1994

You are responsible for providing instruction manuals for all items of electrical equipment for your Tenant and will be responsible for ensuring that all electrical installations and appliances within the Premises comply with the above regulations. The Landlord has a duty of care to ensure that the regulations are adhered to. It is recommended that a certificate is obtained from a qualified NICEIC electrical contractor to demonstrate that the regulations have been complied with.

#### Regulations

You are obliged to maintain all gas and electrical equipment in accordance with the statutory requirements and to ensure that the property does not contravene any statutory provision (such as, but not limited to, the Defective Premises Act 1972; the Furniture and Furnishing (fire) (safety) Regulations 1988 (as amended), The Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and any such legislation that replaces them.

#### Gas Safety (Installation and Use) Regulations 1998

Since 31st October 1994 it has been a criminal offence to let Premises with gas appliances (including but not limited to boiler, fires, heater, and gas water heaters) that have not been checked by a Gas Safe Registered Engineer at least once every 12 months. You will need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within 28 days of the safety record being carried out. Fraser & Co. can arrange for a gas safety check to be carried out at an appropriate cost + VAT. No tenancy can commence until we are in receipt of a valid gas safety certificate.

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They state that:

It shall be the duty of any person who owns a gas appliance or any installation pipe work installed in premises or any part of premises let by him to ensure that such appliance or installation pipe work is maintained in a safe condition so as to prevent risk of injury to any person.

In addition:

The record must be given to the Tenant of the premises within 28 days of the check. A copy of the latest safety check must be given to the Tenant before they occupy the premises.

**What are Landlords responsible for?**

The Landlord of a let property must not use or permit a gas appliance to be used if at any time he knows or has reason to suspect that:

- There is insufficient supply of air for the appliance for paper combustion.
- The removal of the products of combustion from the appliance cannot safely be carried out.
- The room in which the appliance is situated is not adequately ventilated.
- Any gas escaping from the appliance or any connecting gas fitting.
- The appliance is so faulty or mutilated that it cannot be used without danger.

**Who is allowed to install and check gas appliances and pipe work?**

Only companies or individuals who are approved by the Health and Safety Executive may carry out installation and checking.

This means, Gas Board Employees, Certified Engineers or individuals, approved for work on residential property.

**Energy Performance Certificate**

From the 1st October 2008 all properties on the market for sale or to let require an Energy Performance Certificate by law in England and Wales. Landlords only require an Energy Performance Certificate for properties being marketed for rent from 1st October 2008. Properties which already have a tenant before this date will not require an EPC until the property is available for rent at a later date. The EPC is only required for properties that are self contained, and is valid for 10 years.

Energy Performance Certificates are part of a European law to make consumers more aware of how green a building is. An EPC has two ratings. The Energy Efficiency rating which measures how efficient a building is, and the Environmental Impact rating detailing the CO2 impact. No new tenancy can now commence until we are in receipt of a valid Energy Performance Certificate. Fraser & Co. will charge an appropriate **fee** +VAT for the EPC.

**Maintenance of Gas Appliances**

The requirements of Regulation 36 Duties of Landlord of the Gas Safety (Installation and Use) Regulations 1998 (GSIUR) are split into two separate duties; one is for maintenance of relevant gas appliances and flues and the other is for annual gas safety checks. It is important that Landlords appreciate that an annual gas safety check should not be considered as maintenance/service of a gas appliance unless it is specifically requested

of the Gas Safe registered gas installer that an appliance service is undertaken in addition to and at the same time as an annual safety check. Landlords are also responsible for maintenance of the gas installation pipe work and this duty can be demonstrated by requesting that the gas operative also carries out a gas tightness test at the time of the annual gas safety check.

**Compensation to Agent**

You will reimburse us in respect of any claim damage or liability whether criminal or civil suffered from and during the time we are acting on your behalf or any claim against us subsequent to our acting on your behalf.

For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge for that work to ensure you fulfill your contractual and statutory obligations as Landlord. In the event that the Landlord withdraws from any offer that has been accepted either verbally or in writing in relation to the Property prior to the Tenant taking possession of the Premises, except where the Tenant has failed to pass reference checks by the agreed Tenancy Start Date, the Landlord agrees to pay Fraser & Co. an appropriate **fee** +VAT.

**Leasehold Consent**

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

**Joint Ownership**

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

**Insurance**

You must ensure that you are fully insured for both buildings and contents and that the policy covers furnished lettings and includes third party liability cover. By signing this document you are confirming to us that suitable and adequate insurances are in place.

Prior to the tenancy commencing, it is important that the policy is checked to ensure that it covers lettings and, if it does not, you should inform your insurers that the property is to be let as your policy may be invalidated should you wish to make a claim.

We recommend that further cover be considered for loss of rent should the property be made uninhabitable by an insured risk and the Tenant needs to find alternative accommodation.

**Landlord & Tenant Act 1987**

This Act stipulates that the Tenant must be provided with an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord. If you do not reside in England or

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Wales you must provide us with an address in England or Wales where notices can be served. If this address changes during the tenancy you must inform us immediately (under our Property Management Service we will use our Property Management Office for this address). If you fail to provide an address the tenant has no liability to pay rent until this is rectified and an address is given.

**Keys**

You must provide us with a minimum of **four** complete sets of keys prior to the Tenancy commencing. If you do not comply and we have additional sets cut to enable you to comply with this obligation charges will be passed to you.

**Mail Re-direction**

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

**Housing Acts and Repossessions**

Section 21 of the Housing Act 1988 gives Landlords' rights to repossession at the expiration of the tenancy of a property let on an Assured Shorthold Tenancy provided that the Landlord has given to the Tenant at least two months' notice stating that repossession is required. This is done automatically when we enquire of the Tenant if they want to renew their contract approximately three months prior to the end of the agreement.

Under the provisions of the Housing Act 1996, tenancies that started on or after 28th February 1997 are automatically shorthold tenancies, unless special steps are taken to set up an assured tenancy.

If for any reason additional services are required of us, such as appearances before a rent assessment committee, court or tribunal or the engagement of other professional services, a separate fee by arrangement will be made.

**Sale of the Property**

If a property let by us is subsequently sold to the Tenant, a relative or close associate of the Tenant or any corporate body with whom the Tenant, relative or associate is connected, a sales fee of 2% plus VAT of the sale price of the property shall become payable by the Landlord upon completion of the sale. If the clients instruct Fraser & Co to sell the property with a Tenant in situ, Fraser & Co will not reimburse the lettings and management fees on completion of the sale.

**12. Indemnity**

Fraser & Co would like to make the following points:

Although every effort is made, Fraser & Co do not guarantee to let the property for part or all of the tenancy.

Every safeguard is taken as to the financial status of the selected Tenants by Fraser & Co. The company cannot be held responsible for continual rental income or nonpayment of the rent. Fraser & Co will not continue to pay the Landlord any monies if the Tenant defaults. If the situation goes to a court case, Fraser & Co will not be liable for any costs incurred.

Fraser & Co do not guarantee the conduct of the Tenants nor are they responsible if the Tenants do not abide by the conditions of the

tenancy agreement.

Although regular inspections of the property are made, Fraser & Co are not to be held responsible for the condition of the property or any costs incurred for the cleaning, repair or replacement of items in the property, garage, outbuildings or garden.

Fraser & Co cannot be held responsible for loss, damage, theft, or nuisance for either the property or its contents during vacant periods or during a tenancy.

We may refuse to continue to act for you without any liability on our part if at any time during the Agency period we receive an instruction from you which conflicts with any professional obligation which we may have or which in our absolute discretion we consider unlawful whether under the Race Relations Act, The Money Laundering Regulations or otherwise.

**Data Protection**

Most of the information which you give us is covered by the Data Protection Act. By instructing us you consent to our disclosing such information to third parties unless and to the extent you request us in writing not to do so.

Please tick here if you do not wish us to do so.

**OYH**

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Quest Estates Ltd t/a Fraser & Co  
 Company Number 3051498  
 Registered address of company:  
 11 Westcliff Apartments  
 1 South Wharf Rd., London W2 1JB



I/We **OMAR ALHAIDER** instruct Fraser & Co to act for me/us in accordance with this Confirmation of Instruction and the Terms & Conditions of Business attached to this Form. I/We confirm that I/we have read and understood this Confirmation of Instruction and the Terms & Conditions of Business. I/We confirm that I/we are instructing Fraser & Co on a sole agency basis/multiple agency basis and that I/we have read and understood my/our obligations as set out in this Confirmation of Instruction and Terms and Conditions of Business.

I/We also accept that Fraser & Co are entitled to a Renewal Commission and that I/we fully understand that this will be due to Fraser & Co upon every renewal of the Tenancy Agreement and where the Tenant remains in actual occupation of the Property beyond the expiry of the term of the initial tenancy agreement.

By signing and returning this Confirmation of Instruction, you irrevocably instruct Fraser & Co to act on your behalf as your agent with full authority to sign or execute the Tenancy Agreement on your behalf.

1  
SIGNED 

Date  
25 03 2016

2  
SIGNED \_\_\_\_\_

If this agreement is not signed by all owner/occupier(s) of the property being offered for letting then the signatory(s) above confirm that they are authorised to sign on behalf of all owners/occupier(s) of the property, and confirm that all consent to the letting.

I/We certify that our main residence for more than 6 months of the year is outside the UK.  
Yes  No

I/We hereby verify by the signing of these Terms & Conditions that all furniture, equipment, gas, electrical or otherwise complies with current legislation.

**Summary of Key Terms**

**"The Tenant"**  
is the person or company that rents the Property during the term agreed in the Tenancy Agreement

**"The Tenancy Agreement"**  
is the contract between the Landlord and the Tenant setting out the terms of the tenancy including the rent and includes any extension or renewal of the same

**"Rent"**  
is the total sum payable by the Tenant to the Landlord for the duration of the tenancy excluding gas, electricity, telephone and council tax except where otherwise specified. Any premium or consideration in lieu of Rent shall be treated as rent.



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Please note that this Confirmation of Instruction form, together with the attached Terms & Conditions of Business contain the terms of agreement between you and Fraser & Co. Consequently if there is anything that you do not understand, please tell us and we shall be pleased to explain them to you. By signing this Confirmation of Instruction you accept Fraser & Co's terms and conditions (including those contained in the Terms & Conditions of Business). In the event of a conflict between the terms set out in this Confirmation of Instruction and the Terms & Conditions of Business, the terms contained in this Confirmation of Instruction will prevail.

**1. Property information**

PROPERTY ADDRESS

(THE PROPERTY) 26 1/2 36 Chronicle Tower, 261B City Road  
London (The Lexicon) POST CODE EC1V 1AJ

IS PARKING INCLUDED YES  NO  If 'yes', space no: \_\_\_\_\_

IS YOUR PROPERTY Freehold  Leasehold   
 If leasehold, please advise of any restrictions or covenants which form part of the head lease, as these will need to be included within the tenancy agreement

**2. Owner/joint owner details**

1 FULL NAME AMAL M ALHAMAD, OMAR Y ALHAIDER  
 2 FULL NAME DALIA Y ALHAIDER ("the Landlord")

CORRESPONDANCE ADDRESS

Block 5, Street 4, House 26, Surra, KUWAIT  
P.O. Box: 891 Surra 45709 KUWAIT POST CODE 45709

**3. Contact**

TEL HOME +965 25327242 / +965 25327279

TEL WORK \_\_\_\_\_

MOBILE +965 99888322 / +965 996 22228

EMAIL alhaider.omar@gmail.com / amal.alhamad@gmail.com

LEGAL ADDRESS FOR SERVICE OF NOTICES  
 (If different from above)

\_\_\_\_\_  
 POST CODE \_\_\_\_\_

**OYH**

Please initial to confirm you have read the above terms.

**4. Landlord instructions:**

Landlord's bank details

|  |   |
|--|---|
| BANK NAME <b>AHLI UNITED BANK (UK) PLC</b>                 |   |
| BANK ADDRESS <b>35 Portman Square, London W1H 6LR</b>      |   |
| ACCOUNT NAME <b>AMAL AL HAMAD &amp; O &amp; D ALHAIDER</b> |   |
| <small>SORT CODE</small><br><b>30-19-01</b>                | <small>ACCOUNT NO.</small><br><b>03247228</b> |

I/We wish Fraser & Co to send us the relevant forms for non-resident landlord approval

Yes  No

If 'yes' FICO number:

**5. Accounting statements**

Please confirm the email address to receive statements:

**alhaider.omar@gmail.com**  
**amal.alhamad@gmail.com**

**6. Compliance information**

*Under the Gas Safety (installation and use) regulations 1998, all gas appliances must be inspected by an approved registered contractor on an annual basis, who will issue a Gas Safety Certificate for the property to be let. Fraser & Co. recommend that all portable electrical appliances are checked by an approved contractor on an annual basis to ensure that you comply with your duties under the electrical Equipment Safety Regulations 1994.*

- Is there Gas in the Property? Yes  No
- Do you have a current Safety Certificate? Yes  DATED \_\_\_\_\_ No
- Do you have a current Electric Safety Certificate? Yes  DATED \_\_\_\_\_ No
- Do you have a valid Energy Performance Certificate? Yes  DATED \_\_\_\_\_ No

**OYH**

Please initial to confirm you have read the above terms.

Quest Estates Ltd t/a Fraser & Co  
 Company Number: 3051498  
 Registered address of company:  
 11 Westcliffe Apartments  
 1 South Wharf Rd., London W2 1JB

**7. Commission basis**

I/We wish to instruct Fraser & Co as ticked below:

For the introduction of a Tenant, a sole agency\* fee @ 10% +VAT

For the introduction of a Tenant, a multiple agency fee @ 12% +VAT

For the introduction of a Tenant, management and rent collection, a sole agency\* fee @ ~~10% +VAT~~ 15% +VAT  (TH)

For the introduction of a Tenant, management and rent collection, a multiple agency fee @ 17% +VAT

\*See Clause 9 below

**("the Commission")**

In all cases the Commission shall be calculated as a percentage of the Rent payable by the Tenant for the whole term of the Tenancy Agreement and is due from the Landlord **immediately** upon the Tenant entering into a Tenancy Agreement with the Landlord.

**8. Default**

Should the Commission not be settled when due, and Fraser & Company instruct a Debt Collection Agency and/or Solicitor to collect the Commission, all outstanding Commission, together with all legal fees, costs, disbursements, Value Added Tax and all any other sums that Fraser & Co is called upon to pay, in order to collect the Commission will be borne by the Landlord and/or the party or parties to the Conditions of Instructions or to any contract that Fraser and Co has entered into with the Landlord.

**9. Sole Agency**

This clause applies where you are instructing Fraser & Co on a sole agency basis in accordance with clause 7 above

You are instructing Fraser & Co on a sole agency basis. Fraser & Co's Exclusivity Period as your sole agent will be for a minimum term of three months. The period of Fraser & Co's sole agency will commence from the later of:

- (a) the date of this agreement (i.e. the date that you sign this Confirmation of Instruction); or
- (b) the date that the Property is purchased (i.e. the date of legal completion); or
- (c) the date that the Property is furnished fit for letting;

and will terminate after receiving 28 days notice in writing from you, such notice to expire not before the expiry of three months from the commencement date of the sole agency ("the Exclusivity Period").

We will be entitled to the Commission, in addition to any other costs or agreed charges, if at any time you enter into a Tenancy Agreement at the Property with a Tenant introduced by Fraser & Co during the Exclusivity Period, or with a Tenant introduced by another agent during such time.

**10. Renewal Commission**

If the Tenant or anyone else in actual occupation of the Property renews or extends the original Tenancy Agreement, or otherwise stays in occupation after the expiry of the term of the original Tenancy Agreement, you must pay us a further Commission. The Commission, as defined in clause 7 above, will be calculated on the total Rent payable by the Tenant or anyone else in actual occupation of the Property, for the further term of the tenancy and shall be payable immediately whether or not the renewal is negotiated by us. Further Commission is payable by you at the same rate for every subsequent renewal or continuation of the Tenancy Agreement.

("Renewal Commission")

For organising the documentation and renewal contract, our administration charge will be £75 plus VAT.

OYH

Please initial to confirm you have read the above terms.

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 1 South Wharf Rd., London W2 1JB