

# Cameron

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## Terms of Business

("the Agreement")

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**IMPORTANT** This document sets out the terms and conditions on which Cameron will act on your behalf. Once this agreement has been signed you will be bound by it. If you fail to sign this document but instruct Cameron to act on your behalf to let or manage your Premises the conditions contained herein will apply and all fees, costs, expenses and commissions will be payable for the duration of time the Tenant resides in The Premises even if we do not continue to act on your behalf.

# Terms of Business ("the Agreement")

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord" or "the Client" "you" or "your") and Charles Cameron Residential Limited Company Registration Number 03655584 trading as "Cameron" or "the Agent" "us" or "we") of Cameron 21-23 High Street Yiewsley West Drayton UB7 7QG. The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement which sets out the full details of each Service, the rights, and obligations of both parties; and the fees and charges payable. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding this contract. Once signed, this Agreement will be legally binding. In the Agreement, the word "Applicant" or "Tenant" means any person applying to rent the Property or subsequently taking a Tenancy of it. The word "Property" or "property" means the Property address shown below.

## 1. Parties to this Agreement.

This Agreement is made between:

Charles Cameron Residential Limited Company registration Number 03655584 trading as 'Cameron'

And

Landlord's Name:

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and relates to the Property known as:

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("the Property")

Contact address of the Landlord (if different):

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Telephone Home:

Business:

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Mobile:

Email:

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## Property

Tenure: Freehold/Leasehold (delete as appropriate) If Leasehold unexpired term:

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Managing Agent (if applicable)

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Address and contact details of Managing Agent:

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2. Initial Rent:

Term of the Tenancy:

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3. Furnished / Unfurnished:

Pets

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# Type of Management Service

Full Management Service     Let and Rent Demand Service     HMO Management Service     Short Let Service

Full Management Service 19.2%	Let and Rent Demand Service 16.8%	HMO Management Service 24%	Short Let Service Subject to Discussion
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Sole Letting Rights amount (including VAT) £..... per annum

Multiple Agency amount (including VAT) £.....per annum

The amount of Sole Letting Rights and Multiple Agency fees shown above (unless stated as a fixed fee) have been calculated based on the initial marketing price. If the total letting price is more or less than the initial asking price, the fees will be higher or lower than in these examples.

All fees are shown inclusive of VAT.

## Confirmation of Instruction

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 property or the building of which the Property forms part which may affect the letting of the Property except as noted below.

I/We accept the Agreement including the above Terms and Conditions attached. I/we instruct **Cameron** to act on my/our behalf.

### For use where the Landlord is an individual or group of individuals:

Date: \_\_\_\_\_

### Signed by the Landlord:

Landlord 1 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord 2 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Signed by and on behalf of the Agent:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Signed by and on behalf of the Landlord:

Name of the Landlord Company: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

### Signed by and on behalf of the Company:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed By (print name): \_\_\_\_\_

**Instructions to Market the Property**  
Signature: \_\_\_\_\_

Occupation: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

# The Conditions of the Agreement

## Introduction

Cameron is a Lettings and Management Company who specialise in providing a professional service to landlords and tenants.

Fees and expenses are shown in the attached Schedule 1 headed Commission Fees and Charges.

## Sole Lettings Rights

By appointing us, you agree that we shall have Sole Letting Rights to market the Property for a period of twelve weeks ("the Initial Period").

During the period of this agreement your property remains with Cameron as Sole Letting Agents excluding all other Agents.

The Sole Letting Rights can be terminated at the end of the Initial Period by giving us two weeks' prior written notice. If you do not terminate the Sole Letting Rights it will continue until we receive your written instructions.

In the following circumstances the Landlord may be liable to pay more than one fee including any VAT in addition to any agreed costs and charges:

- Where the Landlord has previously instructed another agent to let the Property on a Sole Agency or Sole Letting Rights basis; or
- Where the Landlord instructs another agent during or after the Initial Period of the Sole Letting Rights.

The Agent will be entitled to commission and fees in each of the following circumstances:

- If Tenancy Agreements for the letting of the Property are exchanged during Sole Letting Rights even if the tenant was found by another agent or other person, including yourself.
- If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which we had Sole Letting Rights but to a prospective tenant who was introduced\* to the Landlord during the period or with whom we had negotiations about the Property during that period. Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.
- If the Tenancy Agreement for the Property is exchanged after expiry of the Sole Letting Rights to a prospective tenant introduced\* during the period or with whom we had negotiations about the Property. You agree to notify us in these circumstances.

\*A prospective tenant is deemed to have been introduced by the Agent if, during the Sole Letting Rights the prospective tenant was made aware of the availability of the Property for rent through, for example, advertisements/window displays/internet exposure/applicant database leads or through any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.

## OR

## Multiple Agency

By appointing us, you agree that we shall act on a multiple agency ("Multiple Agency") basis to market the Property for a period of 12 weeks ("the Initial Period").

Cameron are appointed as one of an agreed number of agents to market your property until such time as it is let or until either you or we terminate the agreement by giving 2 weeks written notice.

The Multiple Agency can be terminated at the end of the Initial Period by giving us two weeks' prior written notice. If not terminated the Multiple Agency will continue until written instructions are received. You must tick the relevant box in the Confirmation of Instruction..

## Services

Cameron will provide the following Services:

### Letting & Rent Demand Service

1. Advise on market rent achievable in current market conditions and the Landlord's statutory obligations.
2. Advertise the Property.
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising, where suitable, erection of a marketing board at the Property in line with local regulations. It is your responsibility to provide written details of restrictions affecting a flag board.
4. Introduction of a prospective tenant and negotiating terms between the parties.
5. Advise whether the Tenancy will be an AST or fall outside the provisions of the Housing Act 1988 if the rent exceeds £100,000 per year.
6. Take a holding deposit ("Holding Deposit") from the applicant and if an Assured Shorthold Tenancy ("AST") hold in compliance with the Tenant Fee Act 2019 being a maximum of one week's rent. The Holding Deposit must be returned if the Tenancy does not proceed unless the applicant fails references or withdraws. The criterion for failing references is strict. The Landlord's right to obtain compensation from a Holding Deposit is limited. If a non-Housing Act Tenancy and the Tenancy does not progress sums may be deducted to compensate the Agent and possibly the Landlord for losses suffered.
7. Where possible take up suitable references and a credit reference through a third-party referencing agency. The fee for referencing is payable by the Landlord. Cameron will instruct an independent approved referencing company to conduct the reference checks. The Agent accepts no liability for the accuracy of the information, or any loss suffered by the Landlord.
8. Undertake the necessary Anti Money Laundering & Financial Sanction checks on both you (as may be applicable) and Tenant pursuant to the Anti Money Laundering & Financial Sanctions Regulations. The costs of such checks will be charged to you as provided for in Schedule 1.

9. Carry out all Right to Rent checks at the landlord's expense under the Immigration Acts 2014 and 2016. If Cameron does not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy. The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.

10. Arrange an inventory ("the Inventory") check in and check out if instructed in writing at the Landlord's expense.

11. Receive copies of keys, security fobs and any additional entry equipment (if applicable) for all communal doors of the building ("the Building") of which the Property forms part, together with a set of keys for the Property for each person forming the Tenant and one additional set for Cameron if we manage the Property. Keys and fobs must be provided for all windows, garages, dustbin areas, meter cupboards, pedestrian or carpark gates or any other place forming part of the Property to which the Tenant will require access. If applicable, parking permits also need to be given to the agent prior to the commencement of the tenancy. If sufficient keys or devices are not provided Cameron will arrange cutting of additional sets at the Landlord's expense including payment of our administration fee.

12. Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute.

13. Receive the Deposit and the first month's rent from the Tenant if Cameron holds the Deposit.

14. Protect the security deposit if held by Cameron ("the Deposit") through the TDS if an AST and serve the relevant prescribed information including relevant documents on the Tenant. If the Landlord holds the Deposit Cameron will arrange for the Deposit bring paid direct to the Landlord; who must protect the Deposit, serve the prescribed information and other documents on the Tenant. Cameron has no liability if the Landlord fails to do so. Additional fees apply in accordance with Schedule 1 Commission Fees and Charges.

15. If the Tenancy is an AST the amount of the Deposit for annual rent not exceeding £50,000 annually is five weeks' rent; or six weeks' rent if the rent per year is over £50,000 up to £100,000. For a non-Housing Act Tenancy, the amount taken as a Deposit will be five weeks' rent.

16. Serve the draft Tenancy Agreement, a copy of any required Gas Safety Certificate, EICR and the EPC on the prospective tenant and if an AST the "How to Rent" Handbook. Once the Deposit is received by Cameron the prescribed information is served.

17. Arrange for all persons forming the Tenant and the Landlord to sign the Tenancy Agreement electronically

18. Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account within fourteen days of the start of the Tenancy after deduction of fees and expenses.

19. Advise the Landlord to notify utility companies, telephone or other provider and the local authority of the occupants at commencement and termination of the Tenancy to avoid further liability.

20. Receive Rent on the Landlord's behalf.

21. Advise the Landlord of any late payments of Rent and send two rent demand letters, emails or texts to the Tenant.

22. Upon receipt of the Rent in cleared funds forward them via bank transfer to the Landlord's nominated bank account within ten working days.

23. The Landlord should arrange a facility with their bank to ensure that all outgoings are covered; allow change of a rent payment date, void periods, or non-payment of the Rent.

24. Cameron will prepare regular statements of account for the Landlord and any nominated person.

25. Advise if any arrears arise Cameron cannot take Court proceedings on the Landlord's behalf.

26. Cameron will charge for the time taken in preparing documents for court or tribunal proceedings and submitting them to any legal adviser or sending them to the Landlord. See Schedule 1 below.

27. Appear at Court or Tribunal proceedings by special arrangement and subject to payment of our fee. See Schedule 1 below.

28. Negotiate renewals or extensions if instructed, as well as negotiate and agree rental increase. Our fees remain payable while any person forming the Tenant remains in the Property. To avoid doubt between the parties, the fees and commission of Cameron remains payable for the duration of the Tenancy and any extension of it as a fixed term, continuation, renewal or assignment of the Tenancy or a periodic Tenancy. If Cameron is not instructed to continue managing the Property, the fees and other charges will continue to be payable as shown below and in the Agreement.

29. By appointing Cameron as the Agent the Landlord agrees that during the last four months of the Tenancy, Cameron will have Sole Letting Rights for re-letting the Property. The Landlord cannot instruct any other agent during this period. If another agent is instructed who subsequently lets the Property the Landlord may be liable for two sets of fees.

30. Cameron is appointed to find a tenant. The Landlord must look after the Property and address any problems directly with the Tenant once the Tenancy commences. Fees are payable in full upon the commencement of the Tenancy.

31. Advise instruction booklets for all appliances, together with information regarding care of special surfaces should be provided to the Tenant. Cameron can forward documents received from the Landlord.

32. Serve the legal Notice to end the Tenancy at expiration or according to a break clause if instructed in writing, at an additional charge payable as detailed in Schedule One, by the Landlord upon being given a minimum of ten weeks' notice.

33. Advise it is the Landlord's responsibility to arrange repairs if Cameron do not manage the Property.

34. If repairs are not carried out by the Landlord when the Landlord manages the Property, the Tenant may take action under the Deregulation Act 2015 which may prevent the Landlord obtaining possession.

Under the Deregulation Act 2015 the Landlord must do as follows:

- Acknowledge a request for repairs within 14 days of a Tenant's complaint advising the action to be taken and dates to carry out the work.
- If the Landlord fails to carry out repairs a complaint could be made to the Environmental Health Department of the local authority.
- Environmental Health will inspect the Property using the 29 risk hazards under the Housing Health and Safety Rating System (HHSRS) of the Housing Act 2002.
- If an improvement notice is sent to the Landlord a Section 21 Notice cannot be served until six months has elapsed and all repairs have been carried out to the satisfaction of Environmental Health.

Possession proceedings for rent arrears will be compromised as the Tenant will have a defense of lack of repair.

35. Cameron ensure that repairs are carried out in compliance with current legislation if the Property is managed.

36. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end of the Tenancy. Cameron will not negotiate on the Landlord's behalf unless managing the Property.

37. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated early.

38. Towards the end of the fixed Term the Landlord will be contacted to see if the Tenancy is to be renewed and agree the proposed rent. If you renew our fees remain payable for the duration of the Tenancy as a renewal, continuation, or periodic Tenancy regardless of whether the Property is managed, or negotiations take place on your behalf.

39. If requested Cameron will negotiate with the Tenant to agree the new rent, draft the extension document or confirm a periodic Tenancy by letter and send any renewal documents to both parties for signature. Endeavours are made to obtain a signature from the Tenant, but Cameron has no liability if the Tenant refuses to sign. The Landlord is advised once both parties sign, the contract is dated and exchanged electronically. Both parties will be legally bound to the renewal of the Tenancy.

40. If the Tenancy continues we will advise the Tenant to amend their payments to the revised rent agreed.

### Property Management Service

In addition to the above Services Cameron will do the following:

1. Notify the local authority and water board of the occupants at commencement of the Tenancy if full details of the accounts are held and the supplier accept instructions.
2. Receipt of Rent as above.
3. Pay out of the Rent agreed outgoings such as service and maintenance charges and account to the Landlord, provided Cameron are notified in advance of regular out-goings and invoices are sent to us.
4. Handle all maintenance issues daily if cleared funds are held by Cameron subject to agreed financial limits. If funds are not held contractors cannot be instructed. Responsibility is not taken for any loss suffered.
5. Instruct contractors as the agent of the Landlord who is liable for all payments due to contractors.
6. Any other party, who Cameron instructs will be instructed on the Landlord's behalf. The Landlord is liable for payment of sub-contractors' invoices. Cameron has no liability for the quality of their work.
7. Arrange visits to the Property Annually provided the Tenant grants access; Cameron will inform the Landlord if access is refused and await further written instructions.
8. Arrange all repairs up to a limit of £500 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.
9. Where possible and practical, estimates will be submitted for approval for works, renewals, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
10. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord's expense. Cameron will not be liable for any omissions in the report.
11. Negotiate any damage claim with the Tenant and make agreed deductions from the Deposit; including forwarding any evidence and supporting documents for adjudication to TDS if relevant if a dispute arises unless either party disagree.
12. Prepare the documents for adjudication if requested but subject to an additional charge.
13. Distribute the Deposit as agreed between the parties or as agreed through adjudication.
14. Endeavour to obtain a forwarding address from the Tenant.
15. Advise that Cameron can provide a supervisory service during void periods but subject to an additional charge and separate negotiation.
16. Termination of the Management Service is upon giving six months' written notice. Fees for the Lettings Service remain payable while any person forming the Tenant introduced by Cameron occupies the Property.

### House in Multiple Occupation ("HMO") Management Service

1. To carry out the full Management Service as shown above.
2. Advise the Landlord of any known conditions pertaining to a licence for the Property and guide the Landlord to the source of obtaining further information. The Landlord is advised that an HMO cannot be rented without a licence. It is a criminal offence with an unlimited fine. The Tenant can also recoup the rent paid up to a total sum of one year's rent.
3. To confirm with the Landlord the conditions of the licence granted and obtain a copy of the licence or ensure a copy of the application is provided. If no copy is produced then no responsibility is taken to comply with any of the terms. It is the responsibility of the Landlord to be aware of the length of the licence and to apply for renewal when required. Cameron has no liability for the Landlord's failure to act.

4. Advise that some properties in certain areas may be liable to additional or selective licensing. It is the Landlord's responsibility to ascertain conditions that apply and to obtain the relevant licence. Cameron will not apply on your behalf.

5. To ensure that all conditions of the licence granted to the Landlord (provided a copy is received prior start of the Tenancy) are carried out and if relevant checked during management visits.

6. Erect a fixed sign inside the Property as required by law giving full contact details of the managing agent and their contact information at a visible place in the Property.

7. To enforce the terms of the licence if possible and advise the Landlord of breaches.

8. Advise the Landlord of any legal changes that come to the attention of the Agent that may affect the validity of the licence and to arrange all works to be carried out at the Property to ensure compliance with present and any future requirements of the granting of the licence when they come to the attention of the Agent provided full funds are held.

9. Cameron has no liability for failure to comply with legislation or losses or penalty suffered if no funds are held.

### Short Term Tenancies

1. Short term tenancies are subject to separate terms and conditions which will be given to the Landlord when discussing the Service. This type of Tenancy will suit landlords wishing to rent out a property for a short term for holidays. The standard of the Property must be high and additional services must be provided such as daily cleaning, sheets, towels, and crockery. Fees are subject to separate negotiation.

### Vacant Properties

1. Cameron does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies unless special arrangements are agreed in writing. This service will be subject to an additional fee as detailed in Schedule 1. The Landlord should inform his insurance companies about periods where the Property is empty and complies with any conditions imposed by the insurer.

### Landlord's Undertakings

1. Confirm he is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses, and costs.
2. Provide conditions of the lender for inclusion in the Tenancy Agreement. Conditions cannot be added later.
3. Provide a copy of the head lease to ensure the Tenant complies with any conditions.
4. Provide the relevant sections of buildings and contents insurance policies including third party liability.
5. Provide keys to us for the purpose of viewing, one set for each person forming the Tenant and an additional set for Cameron if managing the Property. Keys should include but are not limited to those required for window locks, a garage, locked parking bay, dustbin or storage cupboard, garden shed, cellar, or any outbuilding. If sufficient sets of keys are not provided additional sets will be cut at the Landlord's expense which will include our administration fee shown at Schedule 1.
6. If the Tenant or Cameron has to purchase any parking permit or fob from the block manager or the local authority the Landlord must provide written details of the means of acquiring a permit or fob together with an indication of the costs.
7. If there is a designated garage or parking space the location and number of the bay or of the garage must be provided to Cameron for inclusion within the Tenancy Agreement as part of the "Property" provided.
8. Agree Cameron have the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs. and all viewings and negotiations will be coordinated by Cameron
9. To agree to pay Cameron if you instruct us to carry out any tasks which fall outside the Services shown in the Agreement. The fee is shown in Schedule 1 of Fees and Charges.
10. Provide Cameron with the Council Tax Band for uploading on any portal or other marketing device.
11. Advise Cameron of any defects at the Property and arrange rectification prior to the start of the Tenancy.
12. Confirm acceptance of the offer including any special conditions; and of the references received.
13. Confirm the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if Cameron do not manage the Property. Cameron has no liability for failure to do so.
14. Comply with all safety regulations as follows:
  - Ensure electricity installations comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, are tested every five years, or as indicated within the certificate and a copy of the EICR is provided to the Tenant prior to the start of the Tenancy.
  - If an HMO the Property complies with the licence' conditions, an EICR has been provided and the wiring is checked every five years.
  - Electrical appliances have been checked for safety because under the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 1994 any appliance supplied by the Landlord, must be safe.
  - Ensure that a gas safety certificate carried out by a Gas Safe engineer certifying all gas appliances, flues and pipework are safe is given to Cameron prior to the start of the Tenancy. If Cameron do not manage the property the Landlord must renew the certificate annually. Failure to renew means a Notice cannot be served to end the Tenancy. A carbon monoxide detector must be fitted to the Property from October 2022. Additional fees apply as per the Schedule 1 Commission Fees & Charges.



- Check all furniture (if applicable) complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993; meaning all upholstered furniture must carry a permanent label comply with the Regulations or be removed from the Property.
  - Ensure battery operated smoke alarms are fitted to every floor of the Property used as residential accommodation; carbon monoxide detectors are fitted in any room with a gas appliance or installation, or any solid fuel appliance and are in working order.
  - If the Property was built after 1992 that all mains operated smoke alarms are operational and battery backup is functioning and in date
  - A risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations.
15. Provide an EPC with the minimum "E" rating to Cameron prior to the start of the Tenancy or agree a Domestic Energy Assessor can carry out a check at the Landlord's expense, otherwise, the Property cannot be let. An EPC lasts for ten years after which it must be renewed. Cameron will provide the EPC to the Tenant at the start of the Tenancy and if the Property is managed will ensure there is always a valid EPC. If the Property is not managed, the Landlord must renew an EPC if relevant. Failure to have a valid EPC may mean that a section 21 Notice cannot be served.
  16. Carry out all repairs and maintenance to the Property if Cameron do not manage. Failure to do so may result in an enforcement order being served on the Landlord by Environmental Health under the Housing Health and Safety Rating System ("HHSRS"). The Tenant may be entitled to compensation.
  17. Ensure any garden is in good order at the start of the Tenancy and that all bushes, trees, and shrubs are pruned regularly at the Landlord's expense.
  18. Compensate Cameron for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Cameron.
  19. The Landlord must notify Cameron of his residency prior to the start of the Tenancy and register with His Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas otherwise tax will be deducted from the rent collected by Cameron. The Tenant has a similar responsibility if paying the Landlord direct. The link is [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent). Failure to do so means basic rate tax will be deducted from all rent payments by Cameron.
  20. General: Many costs incurred by the Landlord can be off-set against income tax including the commission of Cameron and other expenses. It is in the Landlord's best interest to seek qualified advice from a tax adviser, or an accountant. Further information is also obtainable from the website of His Majesty's Revenue and Customs ("HMRC") on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). It is the legal duty of all landlords to ask HMRC for a Tax Return including the relevant schedules for residential lettings;
  21. Landlords overseas: Letting agents, acting for a non-resident landlord must deduct tax from the landlord's UK rental income and pay the tax to HMRC. This must be done for each quarter in the tax year i.e. 30 June, 30 September, 31 December and 31 March. Letting agents and tenants do not have to deduct tax from the rental income of a non-resident landlord if HMRC has written to approve the Landlord receiving the rental income without deduction of tax. Non-resident landlords can apply to HMRC for approval to receive their UK rental income with no tax deducted or complete the forms on the website above which can be found by going to the HMRC link: [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent).
  22. Approval from HMRC does not exempt the Landlord from paying tax on rental income it merely allows the Landlord to receive his income gross and complete a tax return detailing all the income from rent together with the relevant expenses in due course. If Cameron has to retain tax from the rental income and pass it to HMRC on the Landlord's behalf, an administration charge will be made in accordance with Schedule 1;
  23. Arrange re-direction of mail. Cameron do not collect or accept mail and have no liability for lost correspondence.
  24. Arrange legal proceedings if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy. The Landlord is liable for all costs and expenses of the proceedings.
  25. Not to discriminate against any applicant, Tenant, or any employee of Cameron. If discrimination occurs Cameron can give immediate written notice to terminate the Agreement.
  26. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces.
  27. To keep Cameron reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by Cameron from and during the time Cameron is or were acting on the Landlord's behalf unless due to the negligence or breach of contract of Cameron. For the avoidance of doubt Cameron reserves the right to have work carried out on the Landlord's behalf and to charge for work to ensure that the Landlord fulfils all contractual and statutory obligations.
  28. If a Notice is served on Cameron under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring Cameron to carry out work, repairs or maintenance to the Property the Landlord will immediately forward to Cameron funds for all costs, expenses and fees incurred.
  29. To ensure as the owner of the Property if personal information of the Tenant is retained by the Landlord that he has registered with the Information Commissioners' Office ([ico.org.uk](http://ico.org.uk)).
  30. To determine if a property licence is required and obtain such a licence. If there is three or more people living in the Property who form more than one household meaning the residents are not related the Property is a House in Multiple Occupation ("HMO"). However, the Landlord should check licencing conditions with the local authority as some of them deem two unrelated people in a household is an HMO. Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. Some local authorities impose selective licences for properties in specific areas or additional licencing for certain properties. It is up to the Landlord to make enquiries and gain the licence from the local authority. Cameron will not let out the Property if a licence is needed and has not been obtained or be liable for any misrepresentation by the Landlord in obtaining a licence.
  31. To provide Cameron with details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the licence conditions.

## Deposit

1. Cameron holds the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the TDS. Full details of the TDS can be provided together with the dispute procedure regarding deductions from the Deposit upon written request or from the relevant website. At the end of the Tenancy if there is a dispute about deductions either party has ninety days to decide whether to take the matter to adjudication through TDS. After that time redress must be sought through the Court system.
2. If it is agreed the Landlord holds the Deposit your Bank details will be provided to the prospective tenant enabling the tenant to transfer the Deposit direct to your account. You should lodge the Deposit in a separate Client account to differentiate from your personal funds during the Tenancy.
3. You must serve the Prescribed Information on the Tenant once you receive the Deposit and protect the Deposit in a tenancy deposit protection scheme. If you fail to protect the Deposit, you must return the Deposit to the Tenant before you can serve a valid section 21 Notice. The Tenant will also be entitled to a penalty of one time the Deposit. In addition, you must serve the Prescribed Information within thirty days. You can serve it at a later date, but you will be unable to serve a valid section 21 until the Prescribed Information has been served on every person forming the Tenant and on any guarantor. You will be subject to the statutory penalty of one time the Deposit but this can be increased to three times the Deposit at the discretion of a judge. The penalty applies to each year of the Tenancy.
4. Cameron do not negotiate deductions from the Deposit if you hold the Deposit during the Tenancy or the Property is not managed. Negotiation is subject to an additional fee as outlined in the Schedule 1 Commission Fees and Charges,

## Commission and Fees

1. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; 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 a viewing conducted by Cameron; sight of any marketing or advertising material produced by Cameron; or by Cameron's instructions; by way of an introduction from an existing occupier for whom Cameron has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Letting Rights; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Cameron and the Landlord.
2. The full list of fees and additional charges is shown in Schedule 1.
3. Cameron charges a Compliance Fee as shown at Schedule 1. This fee is due to increasing regulations, legislation and the management of change, especially the proposed Renters Reform Bill. Cameron have made major investment in software processes and people to ensure Cameron are in the best place to guide all clients and assist with current and future compliance requirements. If you do not want to pay this fee you must inform us in writing. However, you will incur additional fees and charges which are in accordance with those payable under the Letting Only Service.
4. Commission remains due and payable in relation to any extension, renewal, or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Cameron is the effective cause; and for the period of time of any such renewal, extension, or continuation of the Tenancy.
5. The Landlord agrees to the supervisory and handling fee for any refurbishment or redecorating works as outlined in Schedule 1.
6. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
7. If the Landlord instructs Cameron to proceed with a proposed Tenancy and subsequently withdraw the instructions after a holding deposit has been taken from the proposed tenant; the Landlord agrees by signing this Agreement to pay Cameron the sum of £500 plus VAT (£600) as detailed in schedule 1 (under withdrawal from an agreed offer) to meet the costs and expenses incurred. It may not be possible to withdraw from the proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord 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.
8. 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.
9. The Landlord authorises Cameron to deduct any monies owed from income of the Landlord's other properties which are also included within Cameron's service.

## Rent and Legal Protection Policy

1. All Rent Collect and Managed Landlords will be charged for the Cameron Rent and Legal Protection Service.
2. The cost of this is £36 per month up to £2500 per month rent or £48 per month for rents between £2501 and £5000.
3. The advantage of Legal Protection is if your tenant falls into arrears or breaches the Tenancy Agreement, Cameron can help pay your rent, subject to the protection limits, and evict the Tenant if the Tenant cannot or will not pay.
4. As part of the service offered to landlords by Cameron, protection for your property is provided by including you as having an "interest in" our Rent & Legal Protection policy with Homelet. This means you can benefit from the cover detailed below should we make a successful claim on your behalf, and any sums recovered that are due will be passed on.
5. If you do not want to avail yourself of the benefits of the Legal Protection, you must inform Cameron in writing. However, you are advised that if the Tenant defaults or refuses to leave the Property you will be liable for all legal costs incurred and have a rental void period until possession is given.

## Rent & Legal Protection provides the following benefits

1. Monthly rent paid for up to a maximum value equivalent to fifteen months of arrears, plus 3 months' rent paid at 75% following Vacant Possession.
2. No deductions. 100% of your rent is paid.
3. Legal expenses up to £100,000 to cover eviction costs if the Tenant is in breach of the Tenancy Agreement or following an expired section 21 notice.
4. Professional assistance to recover possession of the Property.
5. Professional court attendance to act on your behalf.

## General

1. 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.
2. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for Cameron will be the address specified upon page one of the Agreement.
3. We trade as a Limited Company registered at Companies House (Reg no 03655584). The VAT number is 100118001
4. We are members of the dispute resolution scheme operated by The Property Redress Scheme ([www.theprs.co.uk/](http://www.theprs.co.uk/)) and our registration number is: N3765.
5. We are members of the Association of Residential Lettings Agents and subscribe to their Code of Conduct. The service of notices on either party will be by hand delivery (deemed served the next working day), or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered at 9am on the next working day after leaving outbox of the sender to the e mail address of either party provided from time to time.
6. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions, or failures of third parties unless it is due to the negligence or breach of contract or omissions of Cameron or their employees.
7. The Landlord agrees not to take legal action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee, or agent of Cameron even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Cameron for the acts or omissions of any of their partners, consultants, employees, or agents.
8. The Landlord must keep Cameron reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by Cameron from and during the time that Cameron is or were acting on the Landlord's behalf unless it is due to the negligence or breach of contract. Cameron reserves the right to have work carried out on the Landlord's behalf and charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations.
9. Cameron runs a secure tag system for keys ensuring they are not identifiable to a third party. If keys are lost or mislaid our liability is limited to the cost of cutting a new set of keys unless the loss is due to negligence or breach of contract.
10. Cameron and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the Consumer Rights Act 2015. Statements must be factually correct in all communications and Cameron must not give a potential tenant the wrong impression about the Property. Prior to marketing the Landlord should disclose any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a legal claim against the Landlord. We are required under the above Regulations to disclose this information to interested parties.
11. Cameron reserves the right to vary the terms of this Agreement by giving one month's written notice.
12. Cameron can assign the rights and obligations in this Agreement to a third party upon giving the Landlord one month's written notice.
13. There have been several 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 has introduced a system whereby the owner of a property registers up to three addresses with the Land Registry including an e mail address and an address abroad. Cameron strongly advises 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](http://www.gov.uk/protect-land-property-from-fraud) which provides guidance notes and access to the relevant form.
14. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Cameron has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. The personal information of the Landlord will be used if we have a legitimate interest such as fees are not paid, and the matter is referred to a solicitor; or if Cameron are required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement.

15. We will retain the Landlord's details for marketing purposes unless the Landlord informs us in writing that those details should be deleted, unless the information may be required for legitimate purposes such as legal use or for reporting to HMRC. Such information is retained for six years from the end of the last Tenancy where instructed.

16. Any interest accrued on monies that Cameron hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs.

17. From time to time, we receive fees from contractors which we retain. This fee does not affect the quality of the service provided.

18. To comply with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, and the Serious Crime Act 2015 Cameron require the Landlord to provide one proof of identity and one proof of residence, which can be selected from the list below. The Landlord should either send the original documents for copying and returning; or provide copies certified by a solicitor as genuine. Print outs of online bank statements or utility bills cannot be accepted. Cameron will also undertake an annual digital verification of ID check.

### List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

### List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

If the Landlord is a public limited company a certified copy of the Certificate of Incorporation is required. If the company is not quoted certified copies of any two of the following documents are needed:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition, proof of identity and residence of one of the directors of the Company must be provided.

19. Either party has the right to terminate this Agreement in writing:

19.1. Upon the Tenant's vacation of the Property or the end of the Tenancy whichever is the later.

19.2. If Cameron breaks any important term or condition contained in the Agreement during the Term of a Tenancy Agreement where thirty days written notice of the breach has been served by the other party; the breach has not been remedied and monetary compensation is inadequate.

19.3. If the Landlord is in major breach of any of the terms contained in the Agreement or if the Landlord does or does not do something which makes it impossible, impracticable, or illegal for Cameron to continue to perform the obligations under the Agreement.

19.4. Either party conducts or suggests that the other should conduct any form of unlawful discrimination.

20. If Cameron terminates the Agreement with the Landlord for any reason the Landlord will remain liable for Commission at the Let and Rent collection only percentage as described above and for any fees or costs Cameron might incur in transferring obligations to the Landlord or to another nominated party.

21. We are sure you will be happy with our service but if you have any queries or complaints they should be sent in writing and addressed to [complaints@cameron.co](mailto:complaints@cameron.co). You will receive a written acknowledgement within three days and a full response within fifteen working days. If you are still dissatisfied any further correspondence should be sent to [complaints@cameron.co](mailto:complaints@cameron.co). Complaints that are not resolved to your satisfaction can be sent to the redress scheme to which we belong.

The Agent is a member a redress scheme approved by the Competition and Marketing Authority ("CMA"), and which is administered by The Property Redress Scheme 55 Mark Lane London EC3R 7NE. The A copy of the redress scheme is available from [www.theprs.co.uk](http://www.theprs.co.uk). If there is a complaint against any member of staff which cannot be resolved directly we operate an internal complaints redress scheme full details of which can be given on request together with the time within which a reply will be received by the Landlord.

You agree that we may disclose information relating to letting of your property to The Property Redress Scheme, if you have registered a complaint and they ask for it. You also agree that we may disclose your contact details to The Property Redress Scheme if they ask for it, to assist in their monitoring of our compliance.

22. If the Landlord signs this contract away from the offices of Cameron under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The Cancellation Period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform Cameron of their decision to cancel this contract by post to the address in the Particulars of the Agreement on page 1, or email to [compliance@cameron.co](mailto:compliance@cameron.co). The Landlord may use the Cancellation Notice below before the Cancellation Period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Cameron is informed about the decision to cancel this contract. Under the Cancellation Regulations Cameron cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Cameron begin the service in writing by signing below.

## Schedule 1

<b>Set Up &amp; Move In Fees</b>	<b>Managed</b>	<b>Rent Demand</b>
Rental Appraisal	Included	Included
Property Marketing	Included	Included
Accompany Viewings	Included	Included
Collect Rent and Deposit in Advance	Included	Included
Prepare and Supply Move In Statement	Included	Included
Collect and Process Initial Funds	Included	Included
The Cameron Legally Drafted Assured Shorthold Tenancy Agreement (AST) Service on the Tenants of the following Legally Required Documents: 'How to Rent' Handbook produced by the Department of Communities and Local Government ("DCLG"); Gas Safety Certificate; Electrical Inspection Condition Report; Energy Performance Certificate; Prescribed Information specifying how the Deposit is protected; The Deposit confirmation and Tenancy Deposit Scheme leaflet.	£240	£240
Tenant Reference Fees (Per Tenant)	£180	£180
Right To Rent check (Per Tenant)	£36	£36
Tenant Sanction Check (Per Tenant)	£18	£18
Additional Tenant Reference Fee/Guarantor Reference Fee	£180	£180
Anti Money Laundering Charge & Sanction Check including Digital ID Verification (Per Landlord, Annual)	£18	£18
Compiling Of Inventory, Check In And Check Out	POA	POA
Deposit Transfer Fee to Register with TDS	£120	£120
Transfer of Deposit to Landlords TDS/DPS Account	N/A	£120
Licence Handling Service (Our Fee) Where Required	£495	£495
Preparing Tenancy Addendums	£48	£48
Additional Key Cutting (excluding Key Cutting Cost)	£60	£60
Arranging Cleaning (excluding Cleaner Cost)	£60	£60
Shopping Fee (excluding Items Cost)	£60	£60
Withdrawal from an Agreed Offer	£600	£600
Rent and Legal Protection (RLP) Service Up To £2500 pcm	£36 pcm	£36 pcm
Rent and Legal Protection (RLP) Service £2501 - £5000 pcm	£48 pcm	£48 pcm
<b>Required Safety Checks</b>		
Gas Safety Certificate (GSR) (Annual)	£120	£120
Energy Performance Certificate (EPC) (Every 10 Years)	£120	£120
Electrical Installation Condition Report (EICR)	£POA	£POA
Portable Appliance Testing (PAT)	£POA	£POA
Smoke Alarm Fitting (One)	£150	£150
Smoke Alarm Fitting Additional	£36	£36
CO Alarm Fitting (One)	£120	£120
CO Alarm Fitting Additional	£36	£36
<b>Advised Safety Checks And Services</b>		
Heat Detector Fitting (One)	£150	£150
Heat Detector Fitting Additional	£36	£36
Legionella Risk Assessment	£120	£120
Pre Tenancy Clean	POA	POA
<b>Additional Management Services</b>		
Vacant Management Service Outgoings	£60	Not available
Supervision and Handling Charge for works in excess of £600 including VAT	12%	12%
Vacant Property Inspection (Visual Only)	£120	Not available
Chaps and International Payments	£30	£30
Services Outside of Service (per hour)	£120ph	£120ph



During And End Of Tenancy Fees	Managed	Rent Collect
Collection and Processing of Funds	Included	Included
Itemised Monthly Statement by e-mail	Included	Included
Monthly Rent Reminder to Tenant	Included	Included
Outgoings	Included if aware	Not Available
Repairs and Replacements by Cameron Approved & Insured Contractors (Arrange and Manage)	Included	Not Available
Compliance Service Charge Fee*	£12 pcm	£12 pcm
Tenancy Renewals/Rent Review/Statutory Periodic Tenancy/Supplemental Agreements Completion	£240	£240
Renewal/Rent Review Deposit TDS Update	£120	£120
Change of Sharer/Occupier Including Reference Process	£480	£480
Serving Section 21 Notice	£240	£240
Serving Section 8 Notice	£240	£240
Serving Section 13 Notice	£240	£240
Serving Deed Of Surrender	£240	£240
Handling the Tenants Deposit At The End Of the tenancy, negotiating dilapidations in accordance with TDS scheme	Included	£240
Collating and submitting evidence to any Tenancy Deposit provider including TDS scheme	£60 per hour	£60 per hour
Annual Statement of Income and Expenditure	£120	£120
Quarterly Non Resident Landlord Returns to HMRC (Charged Per Quarter)	£120	£120
Duplicate Statements Per Statement (Emailed)	£60	£60
Additional Property Inspection And Report	£120	Not Available
Arranging Access for Landlords Contractor(s) (Per Half Hour)	£60	£60
Hard Copy of any Document, including postage	£30	£30
Meet Contractor(s) At Property Charge (Per Half Hour)	£60	£60
Court Attendance (Per Half Day)	£360	£360
Court Documentation Preparation (Per Hour)	£120	£120
Sale of the Property to the Tenant or Associated Party – Based on percentage of The Sale Price Achieved	1.80%	1.80%
Obtaining copy of Land Registry certificate	£30.00	£30.00

All Charges Inclusive of VAT. Costs of Third Party Services are indicative only and are therefore subject to change.  
 \* Clients not paying a Monthly Compliance Fee will be charged £60 per half hour for Legal and Compliance Tasks

## Cancellation Notice

If you have signed this agreement in your home or place of work then under the Consumer Contract Regulations you have the right to cancel it at any time within a period of 14 days of receipt of the notice included within this document below.

To: Insert name and address and e mail address of person concerned.

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

Date:

Name(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

Address: \_\_\_\_\_

Signature(s): \_\_\_\_\_

