

avocado property

We believe in the magic of moving home



Residential Lettings

Terms and Conditions

Lettings Terms and Conditions of Business, Fees and Expenses

Name(s) of landlord(s):

(If the property is jointly owned please state the names of all owners. If the property is corporately owned or owned by a trust the full name of the company/trust, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.)

Property address:

Postcode:

Rent price sought: £

The property will be:

Furnished Unfurnished Other

Available date:

Landlord's correspondence address
(must be UK address for service):

Postcode:

Home tel:

Mobile:

Email:

Which bank account would you like us to pay the rent to?

Branch:

Account no:

Sort code:

Account name:

Please confirm that whilst Avocado Property is letting your property, you will be resident:

In the UK Overseas

Name:

Tel:

I confirm that the above information is accurate. I also understand that I may have the right to cancel this agreement within 14 days of signing this contract as detailed in this agreement Where you are a joint-owner of the property you hereby warrant that you have ensured you are authorised to instruct us on behalf of all joint-owners.

Signed _____

PRINT NAME:

Date:

Essential Property safety record

Does your property have gas?:

Yes No

Does the property have a gas safety certificate dated in the last 12 months? :

Yes (I have this) No (please supply for me)

Does your property have a full Electrical Installation Condition Report dated in the last 5 years?:

Yes (I have this) No (please arrange for me)

Does your property have an Energy Performance certificate rated A-E?:

Yes (I have this) No (please supply for me)

If you think your property is exempt from having an EPC, please give reason below:

Does your property have have an alternative fuel/ heating source? please give details below:

Are there any covenants on the property that affect your ability to rent it, tenants you may accept or a tenants peaceful enjoyment of the property:

Yes No

If Yes, please provide details:

Does your property have a smoke detector on every floor of the building?:

Yes (I have this) No (please supply for me)

Does your property contain a carbon monoxide detector in each room that contains a gas or solid fuel burning appliance?:

Yes (I have this) No (please supply for me)

If you are renting your property as furnished, do your furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988?

Yes No

Is the property: Freehold Leasehold

If the property is Leasehold, please complete the following:

Managing agents/Superior Landlords:

Address:

Telephone:

I would like to opt in to (Please tick the box):

Fully Managed

Rent	Cost (All prices are inclusive of VAT)
Under £1000pcm	£156 pcm
£1001 to £1500pcm	£171 pcm
£1501 to £2000pcm	£210 pcm
£2001 to £3000pcm	£270 pcm
£3001 to £4000pcm	£336 pcm
Over £4500pcm	Bespoke

This option includes:

- Monthly rent collection
- Property management inspections
24/7 service for tenants
- Arrange repairs and contractors
- One point of contact that looks after your investment
- Deposit dispute administration
- Safety compliance looked after by us
- Account statements monthly
- Access to online landlord portal
- Tenancy renewals and rent reviews

Rent Collection

Rent	Cost (All prices are inclusive of VAT)
Under £1000pcm	£120 pcm
£1001 to £1500pcm	£135 pcm
£1501 to £2000pcm	£168 pcm
£2001 to £3000pcm	£210 pcm
£3001 to £4000pcm	£252 pcm
Over £4500pcm	Bespoke

This option includes:

- Monthly rent collect
- Tenancy renewals and rent reviews
- Monthly account statements
- Access to online landlord portal to see all property documents and account statements

Rent Guarantee

In addition to our management services we can also offer a rent guarantee policy through our trusted partner which you can opt in for at an additional charge per month subject to satisfactory referencing being obtained by us for the Tenants.

Rent	Cost (All prices are inclusive of VAT)
Under £2500	£40
£2501 - £5000	£60
£5001 - £7500	£90
£75001 - £10,000	£100

This option includes:

- Monthly rent paid in the event of rental arrears
- £100,000 legal expenses cover
- Nil Excess
- 90% of rent paid for six weeks post-vacancy

I would like to opt in for this policy

Tenancy Set Up Costs

As well as opting into one of the services on the previous page, a one off investment set up fee would be payable at the start of the tenancy and deducted from the first months rent.

Bedrooms	Unfurnished	Furnished
1	£750	£810
2	£800	£860
3	£850	£910
4	£925	£985
5	£1000	£1060

Investment set up fee includes:

- Inventory
- Check in
- Tenant references
- Tenancy agreement
- Deposit registration and administration

All prices are inclusive of VAT

Avocado property's fees are set out in detail in the tables above (and over the following pages) and you are reminded to read the terms very carefully. Avocado's commission fees are set out in clauses 1.1 and 1.2 below. Under the Terms and Conditions below (and over the following pages), you will be liable to pay Avocado's commission fees in respect of the initial period of the tenancy and also in respect of periods after the end of that initial period where the original tenant introduced by Avocado property remains in occupation, whether under a new agreement or by the initial agreement being extended or the tenant being allowed to hold-over (all of these being "Renewals"). Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

1.0 Lettings Service

1.1 Commission

1.1.1 In the event that Avocado property introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Avocado property ("Commission").

1.1.2 The Commission fee is payable on a monthly basis throughout the tenancy. The scale of Commission fees charged and set up costs are set out on page 4.

1.1.3 The Commission fee is payable for any tenant introduced to the property by Avocado property, whether or not the tenancy is finalised by Avocado property.

1.1.4 Where the tenancy is surrendered prior to the end of the fixed tenancy term, or a mutually agreed break clause is actioned you will not be entitled to a refund from Avocado property.

1.2 Renewal Commission

1.2.1 Avocado property will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy.

1.2.2 In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Avocado property. The renewal fee is £100 inc VAT, taken from incoming rent within 30 days of the renewal being actioned. The Rent collection or fully managed fee remains due on a monthly basis.

1.2.3 The renewal fee and ongoing Rent Collection/ Managed fee will be due whether or not the renewal, extension, hold-over or new agreement with the tenant is negotiated by Avocado property.

1.2.4 Liability for all lettings fees will come to an end if the property has been sold.

1.2.5 In the event the property is sold to a tenant or a party introduced by Avocado property a fee of £3000 inc VAT will be due.

1.3 Collection of rent

1.3.1 Avocado property will collect rent in accordance with the terms of the tenancy agreement.

1.3.2 Where Avocado property collects the rent, if the rent has not been paid three days after it falls due, Avocado property will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.

1.4 Transfer of money to the landlord

1.4.1 Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.

1.4.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.

1.4.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this to you.

1.5 References

1.5.1 Avocado property may instruct a referencing agency on your behalf to carry out reference checks on the tenant and, where applicable, their guarantor.

1.6 Right to Rent

1.6.1 The Landlord is legally responsible for ensuring that all adult occupants of the property have a valid right to rent in the UK. Where Avocado property is responsible for the release of keys to the occupant(s) this responsibility is transferred to Avocado property. In such circumstances Avocado property will carry out the necessary checks to determine if all proposed adult occupant(s) have a Right to

Rent i) before/upon commencement of a tenancy ii) before/upon any renewal and iii) before/upon expiry of the relevant occupant(s) right to rent in the UK. In the event an adult occupant(s) does not have a Right to Rent, or their Right to Rent has expired, Avocado property will report them to the Home Office as soon as reasonably practicable. The landlord is responsible for any legal steps to repossess the property where the occupant(s) cannot demonstrate a valid Right to Rent.

1.6.2 Avocado property and the landlord shall each maintain a record of all Right to Rent documents and relevant expiry dates. Each party shall notify the other as soon as reasonably practicable in the event an occupant(s) cannot demonstrate valid leave to remain in the UK and has to be reported to the Home Office.

1.7 Agency

1.7.1 We require written confirmation of your instruction to proceed with a letting, a renewal, or an assignment of a tenancy in respect of a change of occupancy. When we receive this we will sign the tenancy agreement, memorandum of agreement or deed of assignment (as appropriate) and exchange contracts on your behalf.

1.8 Electronic documentation

1.8.1 Contracts which have been signed electronically (whether by email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

1.9 Inventory, check-in and check-out

1.9.1 Avocado will arrange for an independent contractor to draw up an inventory of your property's fixtures, fittings and contents, and compile a check-in report at the start of each tenancy. The costs of these are borne by the landlord.

1.9.2 Where instructed, we will arrange for an independent contractor to carry out a check-out inspection against the initial inventory report at the end of the tenancy and will send you a copy of the check-out report. The cost of the check-out inspection is borne by the landlord.

1.9.3 Avocado property does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

1.10 Cleaning

1.10.1 Where instructed, Avocado property will arrange for an independent professional cleaning contractor to attend the property to conduct its cleaning service.

1.10.2 The cost of a clean to return the property to a professionally cleaned standard at the end of tenancy, the landlord may be able to recover the cost from the tenants deposit by way of damages.

1.11 Deposit & Zero Deposit Guarantee (Assured Shorthold Tenancies only)

1.11.1 The deposit will be held in accordance with the terms of the tenancy agreement.

1.11.2 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by The DPS (Deposit Protection Service). Under this scheme, undisputed deposits must be released to the tenant within ten days of their request following termination of the tenancy. Full details of the scheme may be found at www.depositprotection.com. Avocado property takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

1.11.3 For all non Assured Shorthold Tenancies, Avocado property will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Avocado property excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

1.11.4 In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal

requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Avocado property against any claim by the tenant as a result of you holding the deposit. You will be required to provide proof of your membership of an authorised scheme.

1.11.5 Where the agreement states that the deposit is not held by Avocado property a deposit protection certificate must be provided to Avocado property for any Assured Shorthold Tenancy. The certificate must correctly state the tenant(s) name, property address, landlord(s) name and deposit amount. The certificate must be supplied to Avocado property in advance of any deposit monies being transferred to the agreed deposit holder. In the event a landlord fails to supply a deposit certificate for an Assured Shorthold Tenancy correctly stating the tenant names, property address, landlord names and deposit amount then the deposit will be registered by Avocado property in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by the Deposit Protection Service. Avocado property charge to landlords for registration under the scheme is £72 inc VAT. Full details of the scheme may be found at www.depositprotection.com.

1.11.7 Avocado property uses Goodlord to provide a Deposit replacement product Goodlord Protect Limited is directly authorised by the Financial Conduct Authority, registration number 836727. Goodlord's privacy policy can be found at <https://www.goodlord.co/privacy-policy> Included with the documentation you will receive following the lettings valuation will be a summary of the Deposit Guarantee. In the event you do not wish to accept potential tenants using Deposit Guarantee please advise us of this decision prior to marketing your property for let.

1.11.8 Where the tenant purchases a Deposit Guarantee it shall be in substitution of a Deposit under clause 1.11, provided the tenant maintains the Guarantee conditions throughout the tenancy. The landlord accepts that the Guarantee will be subject to the terms and conditions contained in the Beneficiary Guarantee.

1.11.9 Avocado property shall inform the landlord, as soon as reasonably practicable, in the event that the Deposit Guarantee policy is cancelled. In the event of cancellation, the landlord instructs Avocado property to collect a Deposit from the tenant.

1.11.10 In administering the Deposit Guarantee Avocado property acts as an Introducer Appointed Representative of Goodlord protect limited.

1.12 The Gas Safety (Installation & Use) Regulations 1998

1.12.1 It is the landlord's ultimate responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

1.12.2 If Avocado property is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred will be debited from the landlord's account.

1.12.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Avocado property has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, will be debited from the landlord's account.

1.13 The Electrical Equipment Safety Standards In The Private Rented Sector (England) Regulations 2020

1.13.1 Electrical Installation Condition Reports. As of 1 June 2020 an EICR inspection report will be required for all new tenancies, it is the landlord's responsibility to supply Avocado property with this report two weeks prior to the start

of the tenancy.

1.13.2 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

1.13.3 If Avocado property is not provided with a valid EICR prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, will be debited from the landlord's account.

1.13.4 Where the tenant is remaining in occupation beyond the expiry of the original EICR and Avocado property has not received a replacement valid EICR 14 days before the expiry of that original EICR, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, will be debited from the landlord's account.

1.14 The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (As amended)

1.14.1 The landlord is responsible for installing a working smoke alarm on every storey of the property, and a working carbon monoxide alarm in any room with a solid fuel combustion appliance, at the commencement of a tenancy term. A record of the installation and the working order of the alarms must be documented by the landlord. Avocado property reserves the right to appoint an appropriate person to carry out the necessary alarm checks and conduct any remedial works where necessary, at the commencement of a tenancy. The cost incurred will be debited from the landlord's account.

1.14.2 Where the letting is subject to a HMO licence or selective licence requirements, the landlord is also responsible for undertaking and documenting appropriate checks as to the working order of the smoke alarms and any carbon monoxide alarms along with the up keep of the relevant licensing during a tenancy and for replacing or repairing the alarms as necessary.

1.15 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993.

1.15.1 The landlord warrants that they are fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

1.15.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

1.16 Legionnaires Disease

In order to comply with the Health and Safety Executives Code of Practice, Landlords must ensure the Health and Safety of Tenants by keeping the Property safe and free from hazards. The L8 Approved Code of Practice (3rd edition) (ACOP) establishes a requirement for Landlords of domestic premises to assess the risks from exposure of Legionella to their Tenants. Whilst there are practical and proportionate measures Landlords may undertake there remains a 'duty' on the Landlords part to assess the risk from exposure to Legionella. The Landlord acknowledges their responsibility for the safety of the Tenant at the premises, confirms they have considered all risks regarding Legionnaires Disease and has taken prudent steps to document and keep a record for their own purposes. If you do not feel competent, or inclined to do so then Avocado property can undertake this for you at your request, by arranging for a professionally trained and accredited assessor to carry out an assessment, providing you with an appropriate record. The cost incurred will be debited from the Landlord's account.

1.17 Energy Performance Certificate (EPC)

1.17.1 All buildings in the private rented sector require a valid EPC with a minimum band E rating. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Avocado property can organise an EPC at the rate of £108 inc VAT.

1.18 Utilities

1.18.1 Avocado property may use Goodlord switch service to transfer utilities and council tax into the tenant's name at the start of a tenancy and the landlord's name at the end of a tenancy.

1.18.2 Goodlord switch Limited acts on Avocado property's behalf to notify the local council, water supplier(s) and energy provider(s) when your tenancy starts and ends.

1.18.3 It remains the tenant's responsibility to ensure that a new account is opened in their name at the start of the tenancy and closed at the end of the tenancy.

1.18.4 Avocado property cannot be held liable if services are disconnected or are not transferred by Goodlord Switch or by the utility companies.

1.19 Indemnity

1.19.1 The landlord undertakes to keep Avocado property fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

1.19.2 The landlord agrees to indemnify Avocado property as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

1.20 Landlords resident outside the UK

1.20.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

1.20.2 You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.

1.20.3 Where a non-resident landlord does not have approval from HMRC, we charge £120 inc VAT per person for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Avocado property.

1.20.4 Avocado property must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Avocado property will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Avocado property's registered head office address.

1.20.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

1.20.6 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

1.21 Licences

1.21.1 Each local authority operates its own licensing scheme. Failure to licence a property may result in a significant

penalty. You hereby warrant to Avocado property that you have checked all applicable licensing requirements and have applied for (or already hold) the correct licence. You agree to provide to Avocado property, upon our request, a copy of the licence (or draft licence or application). You agree to advise Avocado property of any specific licensing conditions. You must not name Avocado property (or any of its employees) as the licence holder. Minimum sleeping room sizes apply to mandatory HMOs. You must ensure that you comply with any additional room size requirements.

1.22 Client Money Protection

1.22.1 Avocado property Client Money Protection is provided by Propertymark. The scheme accounting rules, as well as our conduct and membership rules, can be found on the following link:
www.propertymark.co.uk/media/1045366/conduct-and-membership-rules.pdf.

1.23 Property photography

1.23.1 You authorise Avocado property to attend, photograph, create video trailers and floorplans of the property. You permit images and video depicting the property to be used for the purposes of marketing and the promotion of the Avocado property brand. This involves the display of the images across all advertising mediums, including but not limited to, Avocado property website, aggregator or sub-agent websites, social media platforms and print. The copyright of all details, photographs, video and floorplans remains exclusive to Avocado property.

2.0 Management Service

2.0.1 A landlord may instruct Avocado property to provide the Management Service where the property has been let by a party other than Avocado property.

2.0.2 Our fee for the Management Service during the period of the tenancy agreement is charged as a flat fee each month as detailed earlier in this agreement.

2.0.3 Where we are instructed to manage a property, the Management Service is subject to a minimum term of 12 months or to the end of the tenancy (whichever is shorter).

2.0.4 The management agreement can be terminated after the relevant minimum period by either party giving three month's notice to the other, such notice not to expire before the end of the minimum period. On the expiry of such notice, we will cease to provide the Management Service and will revert to provide only the Rent collection, unless the property was not initially let by Avocado property. The commission fees payable will revert to those applicable for the Rent collection Service during term of the tenancy that was executed by Avocado property. In the event the service is to be cancelled altogether, an aggregate of 6 months fees will be payable.

2.1 Key-holding service

2.1.1 We require four sets of keys in order to be able to manage your property effectively. These will be held in our secure system and made available to our approved suppliers or any other party authorised by you.

2.1.2 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. The cost of cutting keys will be charged to the landlord's account.

2.1.3 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

2.1.4 Avocado property's secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Avocado property's liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

2.2 Repairs and maintenance

2.2.1 We will endeavour to contact you to confirm any

maintenance work required but in certain circumstances relating to the tenants rights or emergencies will attend to repairs and maintenance of the property and its contents or work up to £250 without consultation. Avocado property is hereby authorised to carry out work(s) to any value without first contacting you or obtaining your permission where, in our reasonable opinion, such work(s) is/are required to comply with a statutory notice issued by the relevant local authority or to comply with any obligation relating to any licence held for the property under the Housing Act 2004.

2.2.2 If requested, we can obtain two estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.

2.3 Payment of outgoings

2.3.1 A float of £400 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

2.3.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may request upfront funds or on occasion provide your contact details to the supplier so that they can apply to you for payment.

2.3.3 Unless Avocado property agree in writing and are provided with the details of who to pay, when to pay, and how to pay the relevant providers at the commencement of this tenancy we will not pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income. As and when demands are received Avocado property will forward to the landlord. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

2.4 Management inspections

2.4.1 We will endeavour to undertake inspections of the property twice per year at approximately month 3 and 9. Where we are unable to access the property, for example, where we do not hold a full working set of keys for the property (including communal door keys, fobs, garden and/or balcony door keys); or where your tenants prevent access to the property, no refund will be made. An inspection can only provide a cosmetic examination of the property and does not constitute a structural survey or an inventory check. We do not accept responsibility for hidden or latent defects. Our fee for additional inspections/visits is £100 inc VAT per inspection/visit.

2.5 Check-out and deposit

2.5.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by depositprotection.com which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant.

2.5.2 Avocado property will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.

2.6 Management while the property is vacant

2.6.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Avocado property must receive instructions in writing and will arrange for the required contractor to attend at the

landlord's expense. The landlord is also advised to contact their insurance company should the property be empty for longer than 30 days. Avocado property are able to provide vacant property visits for a fee of £60 inc vat.

2.7 Purchase of items for property

2.7.1 Avocado property has access to suppliers who can deliver common household items to the property. If, however you require us to purchase items from a specific source and deliver, then our time for this will be charged at £60 inc VAT per hour or part thereof.

2.8 Dealing with third parties

2.8.1 Avocado property will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

2.9 Insurance

2.9.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, Avocado property is unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

2.9.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

3.0 Permissions and consents

3.0.1 The landlord warrants that all consents and permissions necessary to enable the property to be let have or will be obtained prior to the commencement of any letting. This includes but is not limited to consent from mortgagees, insurers, co-owners, freeholder/managing agent, superior landlord and/or the relevant local authority (licensing and planning consent).

3.1 Connected persons

3.1.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in we employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Avocado property immediately.

3.2 Commissions, Referrals and Major Works Coordination Fee

3.2.1 Any commission, interest or other income earned by Avocado property while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, referencing agencies, EPC providers, contractors or inventory clerks, will be retained by Avocado property.

3.2.2 Vetted contractors may pay a referral fee to Avocado property. The fee paid will be included within the contractor's invoice and could be up to 10% of the total invoice amount depending on the service provided. This will not affect the final amount payable by the Landlord.

3.2.3 Goodlord may pay a referral fee to Avocado property for introducing the services of utility providers, insurance and deposit replacement. The amount of this fee will not affect Avocado property's charges to the landlord.

3.3 Outstanding fees

3.3.1 The landlord agrees that, where any of Avocado property's fees and/or commission charges remain outstanding for more than seven days, Avocado property may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Avocado property is instructed.

3.4 Interest

3.4.1 Any interest earned by Avocado property while carrying out its duties as your agent will be retained by Avocado property.

3.4.2 Avocado property's fees are payable on demand, as and when they fall due. Avocado property reserves the right

to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.

3.5 VAT

3.5.1 All Avocado property's commission fees and any other charges are subject to VAT at the prevailing rate of 20%. Costs are quoted inclusive of VAT where possible.

3.6 Legal proceedings

3.6.1 Avocado property is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £420 inc VAT per day, or part thereof. Avocado property will not accept service of legal proceedings on the landlord's behalf.

3.7 Disclaimer

3.7.1 Avocado property will carry out all services with reasonable care and skill. Please refer to our Privacy Policy and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. You can find this at www.avocadopropertyagents.co.uk. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

3.9 Anti-Money Laundering Regulations

3.9.1 Avocado property is subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity, proof of your address and source/destination of funds. We will be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property may also be requested.

3.9.2 Upon successful completion of a transaction, an Anti-Money Laundering and Identification Checking Fee of £30.00 (inc VAT) will be payable.

3.10 Amendments

3.10.1 Avocado property may change or add to the terms of this agreement for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.

3.11 Entire agreement and variations

3.11.1 Avocado property intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Avocado property and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the partner you are dealing with and make sure that they are put in writing and agreed in writing.

4.0 Complaints procedure

4.0.1 If you have any problems with Avocado property's service and are unable to resolve these with your partner contact, you can write to the Director. Your letter will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within fifteen working days. If you remain dissatisfied, you're entitled to refer the matter to The Property Redress Scheme (PRS) within twelve months, for a review. Please note the PRS will only review complaints made by consumers.

6.0 Termination Procedure

6.0.1 Avocado property may terminate this agreement with one month's advance written notice where you fail to cooperate with us or provide timely instructions or where we

have asked you to obtain/provide a statutorily required licence or permission to let the property and you have failed to do so, or where we have asked you to agree to works which we reasonably believe are required in order to comply with a statutory obligation and you have failed/refused to do so. Where we terminate the agreement under this clause you will remain liable to pay Avocado property fees under the terms of this agreement.

Declaration I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy I/we comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the The Electrical Safety Standards in The Private Rented Sector (England) Regulations 2020.

I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Avocado property to commence marketing the property.

Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement.

Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

Signed _____

PRINT NAME: _____

Date: _____

Notice of Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to Cancellation Notice, Avocado Property, 3a Oakmede House, Oakmede Place, Binfield, RG42 4JF ; or by email to hello@avocadopropertyagents.co.uk. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent. If you have given us your written agreement to market your property within the cancellation period you may be required to pay pro rata market fees prior to your serving of a Notice of Cancellation.

Notice of Cancellation

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to hello@avocadopropertyagents.co.uk.

I/We: _____

Hereby give notice to cancel the contract relating to my/our property
the address of which is:

Signed: _____

Date: _____