

Ascend

Let Only Service Agency Agreement

ASCEND LET ONLY SERVICE AGREEMENT CONFIRMATION OF INSTRUCTION

Date:

The Property:

The Landlord:

The Landlord, instructs Ascend to act as Letting Agent in connection with the letting of the Property subject to the following terms and fees which the Landlord confirms to have read and understood

1. In the event that Ascend introduce a Tenant who enters into an agreement to rent the Property the Landlord agrees to pay Ascend a fee of £540 including VAT.
2. If requested Ascend will reference prospective Tenants, undertake credit checks, ID verification and Right to Rent checks and the landlord agrees to pay Ascend a fee of £120 including VAT for the initial agreed term of Tenancy. Ascend will not carry out any further Right to Rent checks should the Landlord enter into any further agreement with the Tenant beyond the initial term. The Landlord will be responsible for ensuring ongoing compliance with the regulations.
3. The Landlord confirms that should they not instruct & pay for Ascend to undertake the referencing service as per clause 2 above, then the Landlord confirms that they have a legal obligation to ensure that their tenant and any permitted occupants living at the property have the right to remain in the UK prior to the commencement of the Tenancy. Where a time limited right has been established then follow up checks are required, and the Landlord will be responsible for ensuring ongoing compliance with the regulations.

It is unlawful discrimination to restrict a tenancy length or refuse to grant a tenancy based on the Right to Rent checks, except where some or all of the Tenants or Occupants have failed the checks. For more information visit: [//www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice](http://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice)

4. The Landlord agrees to all viewings being conducted by and accompanied by a member of staff from Ascend.
5. The Landlord agrees that under this service all responsibility for administering and renewing rent guarantee policies or claims lies with the Landlord.
6. You should read and understand these obligations before signing:
There are legal obligations that Landlords must comply with and these will update from time to time as the law changes. This list is not intended to be comprehensive and if you have any questions or concerns you should seek independent advice or visit <https://www.gov.uk/renting-out-a-property>.

Furniture and Furnishings (Fire)(Safety)Regulations 1988(as amended in 1989, 1993 & 2010)

General Product Safety Regulations 2005

Gas Safety (Installation and Use) Regulations 1998

Electrical Equipment (Safety) Regulations 1994

Plugs and Sockets (Safety) Regulations 1994

Legionella Risk

Homes (Fitness for Human Habitation) Act 2018

Energy Efficiency (Private Rent Property) (England and Wales) Regulations 2015

The Landlord confirms that they are aware of these obligations. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with

above regulations. Landlord agrees to repay the Agent costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the property to safety standards.

7. The Landlord agrees that Ascend may where necessary arrange a gas certificate and deduct the costs from initial monies paid by the tenant.
8. The Landlord confirms that he/she is the sole or joint owner of the property and has the right to rent out the property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee, joint owners, superior Landlord and freeholders. The Landlord confirms that they have permission to sign on behalf of any co-owners.
9. The Landlord confirms that they are responsible for the property being adequately insured for the buildings and contents and that the insurance policy provides cover when the property is let. Ascend can introduce you to a specialist Landlords insurance policy. Details are available upon request. It is declared that the Agent may earn and retain commission on insurance policies issued.
10. The Landlord confirms that they have been made aware of the necessity and importance of preparing a full Inventory and Schedule of condition. Ascend offer an inventory service at a cost of £90 including VAT. The Landlord should indicate below if they intend to provide their own inventory or instruct Ascend.

Landlords Own Inventory

Ascend Inventory

11. The Landlord irrevocably agrees that Ascend may deduct the fee from initial monies paid by the Tenant upon commencement of the tenancy.
12. When collecting rents beyond the first months' rent and deposit for Let Only Landlords living overseas, the Agent is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by Inland Revenue to receive rent gross.
13. The Landlord confirms that they will arrange with service companies (principally electricity, gas, water and council tax) for meter readings and advise them of the transfer of service contracts to the Tenant at the beginning & end of each tenancy agreement. The Landlord understands that during vacant periods, utility charges and council tax remain the responsibility of the Landlord and they must make their own arrangements to settle those accounts.
14. This agreement may be terminated upon receipt of two weeks written notice by either party up to the point where a tenant is located by Ascend. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the agreed period. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured short hold tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.
15. The Landlord agrees that upon notification that Ascend have located a tenant a fee equivalent to the cost of referencing the tenant/s will payable by the Landlord should he / she withdraw from the tenancy for any reason other than failed references.
16. The Landlord agrees that following the signing of this Agreement a representative of Ascend may as agent sign the tenancy agreement on their behalf with no liability on Ascend part for the Landlords obligations under the Tenancy Agreement.
17. The Landlord understands that Ascend will collect the first months' rent and deposit, minus any outstanding fees/charges, and this will be passed to the Landlord unless he/she instructs Ascend to hold and protect the deposit on their behalf. Any fees due to Ascend will be deducted prior to this. If the Landlord is protecting the deposit themselves, they must provide details of that scheme to Ascend in the space provided and they confirm they understand responsibility for compliance with

tenancy deposit legislation including serving of the required statutory information lies with the Landlord.

18. The Landlord understands that all deposits (for rent up to £25,000 per annum) taken for Assured Shorthold Tenancies in England and Wales, must be protected by a tenancy deposit protection scheme. If the Landlord decide(s) to hold the Deposit Ascend will transfer the deposit to you within 5 days of receiving it. The Landlord must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy.

If you the Landlord fails to do so the Tenant can take legal action against the Landlord in the County Court. The Court will make an order stating that the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition, a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. The Landlord will be unable to serve a Section 21 Notice on the Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order. Ascend has no liability for any loss suffered the Landlord fail to comply.

19. Ascend offer the ability to register, hold & protect the Deposit on your behalf, within a tenancy deposit scheme, at a cost of £42 including VAT, Ascend will then issue all the necessary documentation. The Landlord should indicate below if they wish to take this option.

- a. Ascend to register/hold the deposit
- b. Ascend to forward deposit for Landlord to register

20. The Landlord confirms they are aware that Ascend are a member of The Property Ombudsman for Letting Agents Scheme and as such we subscribe to the TPO Code of Practice for Letting Agents. A copy of the company complaints procedure is available upon request.

21. Ascend confirm that they have Client Money Protection via ARLA Propertymark.

22. Notice of Cancellations Rights (if applicable)

If the Let Only Service Agreement is completed in your home under the Consumer Contracts (Information, Cancellation and Additional Clauses) Regulations 2013, you have the right to cancel the Let Only Service Agreement if you wish. This right can be exercised by sending a written 'Cancellation Notice' at any time within 14 days of receiving our Let Only Agreement. Your cancellation will be effective from the time your 'Cancellation Notice' is posted to Ascend Estates, Stafford Court, 145 Washway Road, Sale M33 7PE or, in the case of email on the day it is sent to Contactus@ascendproperties.com. A 'Cancellation Notice' may be in any form provided it is in writing.

Performance of The Contract Prior to the Expiry of The Cancellation Period

The Services set out in the Let Only Service Agreement will not commence until the day following the last day of the cancellation period. You may instruct us to commence the provision of services during the 14-day cancellation period. If, as per your instructions, a tenant is introduced by us during the cancellation period, you will not be able to cancel any lettings or any tenancy agreement which we have entered into on your behalf. Where we have started performing work for you during the cancellation period, we may charge you a Letting fee. If you wish services to begin prior to the expiry of the cancellation period, you should sign the confirmation below.

23. Privacy Policy

Full details of how we process your information can be found on our privacy policy located here: <https://ascendproperties.com/privacy-policy>

24. The Landlord understands that upon signing this agreement he/she agrees to all the above terms without liability on Ascend Ltd.

Signed: Landlord

Date:.....

Signed: Landlord

Date:.....

On Behalf Of Ascend

Date:.....

PROPERTY INFORMATION FORM

Landlord's Full Name (For Tenancy Agreement)	
Landlord's Full Address	
Bank Name	
Sort Code	
Bank Account Number	
Alternative Email Address	
Telephone Contact Numbers	
Are you a UK resident? If not, please include your Non-resident Landlord No.	
Landlords Deposit Scheme	
Deposit Scheme ID no	



THE PROPERTY OMBUDSMAN

Ascend Estates Ltd registered address for the property ombudsman is Stafford Court, 145 Washway Road, Sale, M33 7PE

TPO Address- Milford House, 43 - 55 Milford Street, Salisbury, Wiltshire, SP1 2BP

<https://www.tpos.co.uk/>