

OAKTREE (WEST LONDON) LIMITED
RESIDENTIAL LETTING AND MANAGEMENT SERVICES
TERMS & CONDITIONS for LANDLORDS

Address of the property:

We would like to thank you for your kind instruction to undertake the letting of your property.
Oaktree (West London) Ltd offers a "Residential Letting" and additional "Management service" at the rates specified below.

Services required: (Please tick where applicable)

LETTING

- 1.1 Letting fee is charged for the entire tenancy.
- 1.2 For the First and Second Year 12%; for any subsequent year 9.6%.
- 1.3 Tenancy Set Up fee of £180.
- 1.4 Serving Section 13 Notice fee for rent increase of £75.

IMPORTANT NOTE: The letting fee, which represent a percentage of the gross yearly rent, are payable for the whole duration of the Tenancy and for all subsequent continuations as further explained in Section 1.2 below.

REFERENCING TENANT WITH REFERENCING CREDIT COMPANY

- 1.5 For each referenced applicant (tenant, guarantor, permitted occupier) £50 per person is payable.

INVENTORIES

- 1.6 Arranging for a professional compiled inventory at check in and check-out (prices, see section 1.5). If this service is not selected Oaktree will not be able to arrange for inventories and check-in/out inspections.

HOLDING DEPOSIT FEE

- 1.7 To be held and secured in an authorised Deposit Scheme by Oaktree (West London) at £50 per annum. If this service is not selected it will be the responsibility of the Landlord to fulfil to such statutory obligation.

RENT COLLECTION

- 2.0 Rent collection 2.4%

MANAGEMENT

- 3.0 Property management 6%

* All costs are inclusive of VAT.

CONFIRMATION OF UNDERSTANDING & ACCEPTANCE

By authorising/consenting and/or permitting/instructing Oaktree (West London) Limited to market and/or arranging/allowing viewings to take place at your property you agree to all the terms of this contract. By instructing/consenting/authorising Oaktree (West London) Ltd to market and arranging/allowing viewings to take place at your property, you agree for Oaktree (West London) Limited to advertise the property on property websites and portals and property publications, and furthermore you agree that Oaktree (West London) Limited may from time to time use subagents which may advertise the property on their property websites or portals and property publications. To avoid misunderstanding by agreement we intend any indication in any form of agreement and/or acceptance/ consensus, whether expressed verbally, by conduct or in writing. Feel free to complete and sign the attached declaration and return it to this office together with proof of ownership and identification, your bank account details and contact details / utility supplier / location of meters etc. information.

(a) Declaration of Ownership

I am / We are the sole legal owner(s) of the freehold or leasehold interest in the property to be let at the above address.

(b) Declaration of Residency

I / We hereby declare that I am / We are UK resident / Non-UK resident and confirm that I / We have read and do fully understand and accept the above terms and conditions concerning the letting and / or management of my / our property. I further declare that the gas and electric appliances in the property meet the safety standards required by law and agree to provide a current Landlord's Gas Safety Certificate, to be updated annually, and a satisfactory EICR certificate, to be updated every 5 years.

Unless otherwise agreed OAKTREE (WEST LONDON) LTD is authorised to sign the Tenancy Agreement on the Landlord's behalf.

Signature(s) of Landlord*: _____ Date _____

Signature of Oaktree (West London) Ltd* _____ Date _____

*If a company owns the property, the signatory must be a Director of the company.

OAKTREE (WEST LONDON) LIMITED
23 Queens Parade, Hanger Lane, Ealing, London W5 3HU
Tel: 020 8997 8533 Fax: 020 8991 0544

1. DESCRIPTION OF SERVICES

IMPORTANT NOTE:

The letting fee, which represent a percentage of the gross yearly rent, are payable for the whole duration of the Tenancy and for all subsequent continuations as explained in Section 1.2 below.

- 1.1 **LETTING.** Our fees for letting services are a percentage of the gross rental as specified above. You will pay Oaktree (West London) Ltd. a letting fee for the initial year of the tenancy and for any subsequent year in case of continuations as specified in Section 1.2 below.

For example, for a monthly rental fee of £1,000 pcm, the Letting Fee for the first year would be £1,440 and the fee in case of continuations, at the same rent of £1,000 pcm would be £1,152.

The Letting fee will be charged yearly and will be deducted from the first month's rental - if insufficient the balance will be deducted from the second month's rental payment. After deducting our fees, should any balance be due to the Landlord, payment will normally be released within 14 working days of the Tenant moving in. In the case of termination of tenancy agreement prior to the expiry date, letting fees shall only be refunded if the Tenant terminates the tenancy after the minimum contractual period but not in cases where the Landlord terminates the tenancy. The refund will be calculated on a pro-rata basis.

Our Letting Service includes the following: arranging rental valuation, advertising, finding and introducing a suitable Tenant, negotiating the rent and the main terms of the tenancy.

- 1.2 **CONTINUATION.** Should the existing tenancy continue, for a second and/or subsequent years, you will pay Oaktree (West London) Ltd a fee for the continued period, payable yearly at the commencement of the continued term/tenancy.

This continuation fee is also payable should there be a change of Tenant during the course of the original tenancy, should the new Tenant be introduced by us or by the existing Tenant originally introduced by us.

For example, for a monthly rental fee of £1,000 pcm, the Continuation Fee in case of continuation at rent of £1,000 pcm would be £1,152 including VAT.

Unless prior arrangements are agreed, continuation fees will be charged on a yearly basis and deducted from the first month's rental payment, which we shall collect from the Tenant - if insufficient the balance will be deducted from the second month or subsequent months' rental payment, which we shall collect from the Tenant. Any balance due to the Landlord will normally be released within 14 working days when rental payments are received from the Tenant.

- 1.3 **TENANCY SET UP FEE.** A Tenancy Set Up fee applies for the setting up of each new tenancy. This includes negotiating the term of the Tenancy Agreement, requesting and collecting references from the Tenant, issuing a Tenancy Agreement, arranging for an original copy of the Tenancy Agreement to be signed by the Tenant, making arrangement for check in inventories, collecting and remitting the initial month's rent received, agreeing and collection of any shortfall and payment method, providing the Tenant with method of payment.
- 1.4 **SERVING SECTION 13 NOTICE FEE.** Under the Renters' Rights Act, a landlord is permitted to increase the rent once every 12 months by serving the prescribed Section 13 Notice on the tenant. Oaktree (West London) Limited can serve the Section 13 notice on the landlord's behalf and provide advice on an appropriate rent increase that complies with current market rent and applicable regulations.
- 1.5 **CREDIT/REFERENCE FEE with REPUTABLE CREDIT/REFERENCE COMPANY.** After the Landlord has accepted an offer, we normally carry out a Reference Check on the prospective Tenant(s), permitted occupier(s) and guarantor(s). The cost of such 'in house' reference check is included in the 'Tenancy Set Up Fee'. Should you instead instruct us to arrange for a credit/reference check with a reputable credit/referencing agency we **will charge a non-refundable credit/reference fee per referenced applicant** (tenants, permitted occupiers and guarantors) for undertaking the credit/reference check. This fee must be paid before we undertake the credit/reference check.

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Whilst it is always advisable to have this credit/reference check arranged by a reputable credit/referencing agency, this becomes **compulsory** should you wish to purchase Rent Guarantee. Should you cancel the tenancy after the credit/reference check has been processed or initiated, this fee is not refundable.

- 1.6 **INVENTORY.** In order to protect your interest and avoid disputes at the end of the Tenancy, it is advisable for you to employ a professional Inventory Clerk to compile an inventory report and carry out inventory check both at check-in and check-out. If required, we can arrange to instruct an independent firm to carry out such inventory on your behalf. Payment must be done directly to the Inventory Company. We cannot accept liability for any error or omission on the inventory report whether you or the Inventory Clerk compile it.

Prices can vary depending on the size and location of the property. As an indication the cost of compiling or updating an existing inventory list and provide a copy by email is detailed below. All prices are inclusive of V.A.T.

COMPILE NEW INVENTORIES AND CHECK TENANTS IN

Studio or 1-bedroom flat £220; 2-bedroom £250; 3-bedroom £275; 4-bedroom £300; 5-bedroom £350. Any additional bathroom/shower room/other room is £20. For Properties in Central London Congestion Charge area there is a £40 extra fee. A cancellation fee of £100 applies should you is cancel an appointment which had already been arranged.

UPDATE INVENTORIES AND CHECK TENANTS IN / OUT

Studio or 1-bedroom flat £200; 2-bedroom £225; 3-bedroom £250; 4-bedroom £275; 5-bedroom £300. Any additional bathroom/shower room/other room is £20. For Properties in Central London Congestion Charge area there is a £40 extra fee. A cancellation fee of £100 applies should you is cancel an appointment which had already been arranged.

Professional independently compiled inventories are essential should a dispute arise and the matter is referred to any Deposit Scheme. Oaktree (West London) Limited will not be able to assist any Client during a dispute/adjudication unless a professional independent inventory has been compiled at the commencement and termination of a tenancy.

- 1.7 **HOLDING DEPOSIT FEE.** The rental deposit (typically 5 weeks of the rent) payable by the Tenant to Oaktree will be secured in accordance to one of the three Government Approved Schemes, as prescribed by the Housing Act 2004. The deposit can be held / secured by Oaktree (West London) Limited and registered with Mydeposits or with any other authorised Deposit Scheme for a set fee (see above) or it can be released to the Landlord upon receipt of cleared funds from the Tenant who is responsible to secure it according to the current legislation. Should the Landlord decide to register the deposit under one of the three Government Approved Schemes by himself, the deposit collected will be released to the Landlord. Oaktree (West London) Limited may require the Landlord to provide Oaktree (West London) Limited with a copy of the deposit registration documents within 30 days of the deposit being released. Oaktree (West London) Limited does not accept any responsibility or liability from the Tenant or from any other party of any sorts in case the deposit has been transferred to the Landlord.

- 1.8 **DURING and END OF TENANCY CHARGES.** Should you instruct us to write to the Tenant when they are in breach of their covenants/obligations (for example: to chase late rent payment or remind the tenant of a specific contractual obligation) a fee of £60 may apply. If we are successful in claiming this fee from the Tenant, you will be reimbursed.

Should we arrange end of tenancy cleaning or any end of tenancy repair due to any of the Tenant's breaches a fee of £50 applies for each contractor/cleaning company who attend at the property. If we are successful in claiming this fee from the Tenant at the end of the Tenancy the Landlord will be reimbursed.

Oaktree (West London) Ltd will not enter into any discussion, negotiation or dispute between the Tenant and the Landlord in connection with the apportionment of the Tenant's deposit at the end of the Tenancy. Should you instead wish Oaktree to enter into any discussion, negotiation or dispute with the Tenant to support your claim at the end of the tenancy, Oaktree (West London) Ltd will charge 10% of any successful amount deducted from the Tenant's deposit (save for outstanding rent and cleaning charges).

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Should a dispute be referred to Mydeposits or any other Government approved deposit scheme and should you instruct us to assist in making the claim, a minimum charge of £120 applies; any additional cost to be agreed between the Landlord and Oaktree (West London) Limited.

1.9 **RENT GUARANTEE.** If available, the cost will be quoted before the commencement of the tenancy on an individual case basis.

2. **RENT COLLECTION**

2.1 **RENT COLLECTION: collecting and remitting the monthly rent received, including pursuing non-payment of rent.**

3. **MANAGEMENT SERVICE**

3.1 **MANAGEMENT.** In addition to the Letting Services, we offer Management Services which include arranging change of utilities, collecting the monthly rental, arranging necessary works for maintenance and electric/gas safety checks, paying regular outgoings related to the property such as utility bills, ground rent and service charges, taking meter readings for gas and electricity supplies during checking-in and checking-out of the Tenant and notifying the council tax office and utility companies of the change of occupier but we cannot be held responsible for any errors or delay on the part of the council tax office or utility companies. **The fee is payable on a monthly basis during the tenancy term and will be deducted from the monthly rental collected.** For example, if the monthly rent was £1,000, the fee would be £60 per calendar month.

Except in cases where you intend to re-occupy the property and where special arrangements are made, our management service is for the initial letting period and thereafter, as long as the Tenancy continues, subject to three months notice to terminate our management appointment on either side. For managed properties we will require the sum of £200 float money, to be held on account.

4. **GENERAL REMARKS**

4.1 **VACANT PROPERTY**

We are only responsible for the management of a property during the time it remains occupied by a Tenant introduced by us, unless otherwise instructed. Oaktree (West London) Limited cannot be held responsible for any damage that may occur to your property whilst unoccupied.

We do not usually charge Management Fees during vacant periods between tenancies. However, if the property is vacant for more than two weeks, for whatever reason, we may charge an administration fee of £100 per month for empty management unless alternative arrangements are made by you. It is advisable to check the property on a regular basis during such time the property remains vacant. Oaktree (West London) Limited can arrange inspections on your behalf for a fee of £60 per visit.

4.2 **TAXATION**

It is your responsibility to inform your Tax Office regarding the letting arrangement and the rental income.

If you are not U.K. resident, you are required to provide us with the information of your accountant or tax agent in the U.K. As required by the Financial Act 2011 our company will reserve a percentage at the basic rate of the gross rental to cover any of your future tax liabilities. It is advisable for you to consult your accountant in respect of the taxation matters.

In accordance with The Finance Act 1995 and The Taxation of Income from Landlord (Non-Residents) Regulations 1995, Landlords can apply for an Exemption Certificate from HM Revenue & Customs whereby rental payments may be made to them without tax being deducted. It should be noted that ONLY Landlords can make the application and ONLY upon receipt of confirmation by our company FROM THE INLAND REVENUE DIRECT in the form of an EXEMPTION CERTIFICATE can we pay rents without deducting basic rate tax.

4.3 **INSTRUCTION TO SOLICITORS**

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if it is necessary for a solicitor to take action, you will be responsible for instructing your own lawyer and for all fees involved.

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4.4 **MORTGAGES & HEAD-LEASE**

Where the property to be let is subject to a mortgage or long leasehold, permission is normally required from the mortgagees or the landlord/lessor or the Managing Agent to sublet the property. We strongly advise you to obtain their permission to sub-let (if required) in advance prior to a Tenant being found.

4.5 **INSURANCE**

You must ensure that your property is fully insured for all risks at replacement value in respect of buildings, contents and including third party and public liability.

4.6 **DECORATION & CLEANING**

The property should be clean and in good decorative order both inside and out. Gardens, footpaths, etc. should be cleared and tidied in preparation for the Tenant. First impressions are very important. We strongly advise you to keep the property up to the required standard on the first visit.

4.7 **MAINTENANCE**

Gas and electricity supplies must be connected on property viewing. It is the Landlord's responsibility that all wiring, plumbing, drainage, rainwater pipes, windows, appliances and all effects to be let are checked by an approved contractor before the Tenant moves in to make sure that they are in good safe and working condition and meet the latest safety standards.

4.8 **DEPOSIT RELEASE**

At the end of the tenancy the deposit will be released to the Tenant accordingly and within the time set by The Housing Act 2004. The Agent will not enter into any dispute between the Landlord or Tenant in determining what part of the deposit shall be retained for the purpose of making good any breaches or non-compliance by the Tenant. Any dispute should be referred to the relevant Dispute Resolution Service or any other legal remedy in accordance to The Housing Act 2004.

4.9 **REPAIR**

- a) For letting only services all repair work required should be dealt with between you and the Tenant directly. We shall not be involved in any communication, inspection or arrangement of the work. Oaktree (West London) Limited are not liable for any omissions or errors carried out by Contractors whether introduced by us or not.
- b) For managed properties our company will arrange for the required repair work as reported by the Tenant when we consider necessary. The cost of repair is payable by you unless it is proved that the repair needed is due to the Tenant's negligence. By signing or agreeing to this Terms and Conditions you hereby authorise our company to proceed with any work involved up to £250. For works in excess of £250 we shall consult with you and seek your approval before the work is instructed. However, in case of emergencies and when we consider necessary, we will act to protect your interests without consultation. Oaktree (West London) Limited are not liable for any omissions or errors carried out by Contractors whether introduced by us or not.
- c) We undertake regular inspections of the property if requested. However, it must be understood that these inspections can only provide superficial examination and are not intended to be a structural survey or inventory check. A fee of £60 will be charged per hour.
- d) In the event that our company is required to attend and organise any maintenance work over the value of £1,000, our fee will be 10% of cost. For example, if the cost of the work is £1,000, our fee would be £100. This fee includes arranging access to the property and assessing costs with the contractor; ensuring work has been carried out in accordance with the specification of works; retaining any warranty or guarantee as a result of any works.
- e) We might from time to time receive referral fee from contractors.

4.10 **REFURBISHMENT & DECORATION**

We can arrange for a quotation and supervise the building work, refurbishment, decoration and structural alteration work as required by you. In the event that the cost of the work is or over the value of £1,000, our fee will be 10% of the cost. For example, if the cost of the work is £1,000, our fee would be £100. This fee includes arranging access to the property and assessing costs with contractor; ensuring work has been carried out in accordance with the specification of works; retaining any warranty or guarantee as a result of any works.

4.11 **MISCELLANEOUS**

If we are required to carry out on your behalf any waiting at properties or other miscellaneous duties including attending Courts, we will make a charge of £60 per hour. Oaktree (West London) Limited staff are not expected to wait at properties for contractors, deliveries etc.

4.12 **KEYS**

The Tenant will generally require a minimum of two sets of keys. Unfortunately we do not agree to return keys to you by post, they must be collected from our office by you or by your representative. If requested by you, we can retain the set of keys held in our office for future use, regardless of whether or not we have let the property. However, please note that we cannot be held responsible for their safe keeping.

4.13 **INTEREST** -Any funds or deposits held by our company will not be entitled to any interest accrued.

4.14 **SERVING NOTICES** - If required we may arrange for end of Tenancy notice, notice to quit or Section 21 Notice. Our fee will be £75.

4.15 **COURT FEE ATTENDANCE** – If any representative of Oaktree (West London) Ltd is required to attend Court our fee will be £60 per person per hour. Minimum of £180.

4.16 **REVISION OF TERMS AND CONDITION** - The terms and conditions may be reviewed and/or changed by giving notice in writing.

4.17 **MEMBERSHIP**

Oaktree (West London) Ltd or one of his directors is member of:

- Propertymark www.propertymark.co.uk
- ARLA (Association of Residential Letting Agents)
- NAEA (National Association Estate Agents)
- The Property Ombudsman www.tpos.co.uk
- Mydeposits, Tenant Deposit Protection Scheme www.mydeposits.co.uk
- The Institute of Residential Property Management (IRPM) www.irpm.org.uk
- The Chartered Institute of Arbitrators www.ciarb.org

4.18 **COMPLAINTS AND DISPUTES**

Any complaint or dispute can initially be referred in writing to our office and will be dealt and addressed within 15 working days of the complaint being received. Should the dispute or complaint not be satisfactorily resolved by Oaktree (West London) Ltd it may be referred to The Property Ombudsmen within 12 months of the date Oaktree (West London) has submitted the final response.

4.19 **NOTICE OF RIGHT TO CANCEL**

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 only applies to these Terms and Conditions (contract) when signed off-premises (not in the business of the trader) by a Consumer in the presence of an employee of Oaktree (West London) Ltd. Where these regulations apply you have fourteen days to cancel this contract.

If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, including by email, a Cancellation Notice. If you send the Cancellation Notice by post then we recommend that you send it by recorded delivery. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the Cancellation Notice is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery.

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IMPORTANT NOTES FOR LANDLORDS

Safety Requirements for Contents Included in Letting:

We would like to stress the importance of having your furniture/furnishings, gas and electrical appliances checked and make sure that they meet the standards required for furnished lettings.

Furniture – The furniture and furnishings provided must meet the Regulations on fire resistance requirements issued by the Government in February 1993. These items should carry permanent fire warning labels. If they do not comply with this requirement, the items concerned must be replaced before the Tenant moves in.

Gas Appliances – Every twelve months a Landlord's Safety Certificate must be obtained from a Gas Safe Register Engineer to confirm that all the gas appliances, such as boilers and gas cookers meet the safety standard. A Gas Safety Certificate is also required in case the Landlord is required to serve a Section 21 Notice. A copy of the certificate must be left with Oaktree (West London) Limited and the Tenant prior to the commencement of the tenancy and thereafter on a yearly basis. Should the Landlord be unable to provide Oaktree (West London) Ltd and the Tenant with a copy of the Landlord's Safety Certificate, Oaktree (West London) Ltd will arrange for a Gas Safety Engineer to attend the property to carry out a Landlord's Gas Safety check, the cost of which is to be paid by the Landlord. Oaktree (West London) Ltd reserves the right to deduct such cost from any rent paid by the Tenant, unless otherwise agreed. The Landlord's Gas Safety check must be renewed every 12 months and for non-managed properties it is the responsibility of the Landlord to arrange it

Smoke alarm and carbon monoxide alarm - It is responsibility of the Landlord to ensure that a smoke alarm is equipped and is in proper working order at the start of the Tenancy on every storey of the property and that a carbon monoxide alarm is equipped and is in proper working order at the start of the Tenancy in any room which contains a gas boiler and any solid fuel burning combustion appliance. For properties in Multiple Occupation stricter regulations apply, please refer to the Terms of the Licence or to the Local Housing Authority.

Legionnaires' Disease - It is responsibility of the Landlord to comply with the Health and Safety guidance published by the Health & Safety Executive requiring landlords to carry out risk assessments for the legionella bacteria which cause Legionnaires' Disease. The Landlord should thereafter maintain control measures to minimise the risk including but not limitedly to any water system that has the right environmental condition to potentially be a source for legionella bacteria growth especially but not exclusively when 1) water is stored or re-circulated as part of the system 2) the water temperature in all or some part of the system may be between 20–45C 3) where it is possible for water droplets to be produced and dispersed into the system.

Houses in Multiple Occupation – If your house is classified as a house in multiple occupation (HMO) which requires a licence, please ensure you have a valid licence. The same applies for properties in Local Authority requiring Additional and/or Selective Licensing. Oaktree (West London) Ltd offers a fixed-fee of £480 for processing your licence application for our managed or letting only properties.

Energy Performance Certificate - All properties offered on the rental market must make available an Energy Performance Certificate (EPC) to show to any prospective tenants/applicants. An EPC is a certification showing how energy efficient a property is and what its environmental impact is in terms of carbon dioxide emission. An EPC will be valid for 10 years. Obtaining an EPC will involve commissioning an accredited Domestic Energy Assessor (DEA) to go to the property to carry out an inspection and produce an EPC. Oaktree (West London) Ltd can arrange a DEA to carry out an inspection and produce an EPC at the following rates: Studio and 1-bedroom properties £120; 2-bedroom properties £140; 3-bedroom properties £170; 4 and 5-bedroom properties £200. Extra £30 per properties in zone 1 and extra £20 for properties in zones 5/6 or outer London. Discount applies when you combine EPC/Floor plan.

Floor plan - To produce a floor plan: Studio and 1-bedroom properties £120; 2-bedroom properties £140; 3-bedroom properties £170; 4 and 5-bedroom properties £200. Extra £30 per properties in zone 1 and zones 5/6. Discount applies when you combine EPC/Floor plan.

EICR - As of 1st July 2020, new or renewed tenancies (including both fixed term and periodic renewals) will be legally required to have a 'satisfactory' Electrical Installation Condition Report (EICR) in place. It will also be a requirement for Landlords to provide a copy of the report to the tenant, prior to moving in. From 1st April 2021, all current tenancies, irrespective of when they commenced, are required by law to have a "satisfactory" EICR, regardless of their start dates. Landlords will then have 28 days to carry out any remedial work and to make a copy of the report available to their tenants. To achieve a satisfactory standard, it is more than likely that remedial works will be needed, unless a property has

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been rewired or refurbished quite recently. Should the inspection reveal any issues, the cost of the remedial works will be the Landlord's responsibility and a separate quotation will be submitted for approval. Oaktree (West London) Ltd can arrange a qualified electrician to conduct an inspecting and produce an EICR report at the following rates: Studio and 1-bedroom properties £300; 2-bedroom properties £350; 3-bedroom properties £375; 4-bedroom properties £400; 5-bedroom properties £425. Extra £30 for property outside London zone areas 2/3/4. We can also arrange for a PAT test (portable appliance testing) for £200 - up to 10 appliances.

* All costs are inclusive of VAT.

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Notice of Right to Cancel

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 applies to contracts made both on and away from business premises (off-premises contracts) by a Consumer in the presence of an employee of Oaktree (West London) Ltd, as well as contracts made “at a distance”. Where these regulations apply you have fourteen days to cancel this contract.

If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, including by email, a Cancellation Notice. If you send the Cancellation Notice by post then we recommend that you send it by recorded delivery. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the Cancellation Notice is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery.

Immediate commencement of services and marketing within 14 day cancellation period

I/We agree that I/We wish to begin immediately receiving services and marketing without delay. I/We agree that should I/We cancel within the fourteen days that Oaktree (West London) Limited will charge an Administration Charge for work done by it and third-party supplier costs incurred by Oaktree (West London) Limited prior to cancellation. This admin charge only applies should you cancel within the first fourteen days and is not charged should you give notice in accordance with this contract after the fourteen days has elapsed. I/We agree that that if I/We decide to cancel this contract within fourteen days, I will pay the full cost of the service, agency fee, commission, and any other charges detailed in this contract, if it has been provided as per this contract prior to the date of cancellation or at any point thereafter with my/our agreement.

Full Name:

Signed:

Date:

(Only sign and date this when this section applies but you wish the contract to begin before the end of this 14-day cancellation period.)