



2nd Floor, John Swift Building,
19 Mason Street, Manchester, M4 5FT
E: info@edenvale-uk.com W: www.edenvale-uk.com
T: 0161 834 6333 F: 0161 833 2400

TERMS OF BUSINESS

I hereby appoint Edenvale Property Management (UK) Limited ("Edenvale-UK") as my Letting Agent until further notice from me in writing in accordance with the notice period in this Agreement. I confirm that I am the Owner of the Property mentioned below or have the full authority of the Owner to act on his/her behalf. I undertake to ratify whatever Edenvale-UK shall lawfully do by virtue of their appointment as Letting Agent and to indemnify them against all costs and expenses properly incurred by them. I agree to pay fees in accordance with the terms and conditions specified in this Agreement or as notified to me in writing. Our appointment is subject to three (3) months' notice to cease management by either side

Wherever notice has not been served and Edenvale-UK re-lets the property and thereafter the owner terminates or serves Notice to expire during the term of the re-let, Edenvale-UK will be entitled to commission as per the Agreement for the period of the Tenancy Agreement in place at the time. If the Tenancy period is periodic, then Edenvale-UK will be entitled to three months' commission.

Address of property to be let

.....
.....

Does the property have parking: YES/NO

If yes, parking space number (if applicable)

- How many bedrooms does the property have? One
- Two
- Three

- How many bathrooms/en-suites does the property have? Main Bathroom
- Ensuite(s)

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Skyline Central 2, 10-12 Rochdale Road, Northern Quarter, Manchester, M4 4JR



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Full Names(s) of Owner(s)

(if a Limited Company, please state all Directors' names as registered with Companies House)

(if a trading name, please state proprietors or all partner(s) name(s)).

.....

Owner(s) address:

.....

.....

Telephone Nos:

Day

Evening

Mobile

Fax

Email

Are the Owners proposing to live outside the UK during the Term of the Tenancy Yes / No

If, YES, please provide details of your Overseas Approval Number

.....

Date of expiry of current Gas Safety Regulations Annual Report

(please supply a copy of the Gas Safety Certificate)

Date of expiry of current Portable Application Test (PAT) Report

(please supply a copy of the PAT Report)

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Date of expiry of current Energy Performance Certificate

(please supply a copy of the EPC)

If no report is currently valid Edenvale-UK will arrange for an inspection to be carried out as soon as possible, the cost being deducted from rental income.

Would you like us to arrange repeat Certificates? Yes

No

Bank Details for the Owner

Bank

Address

Account No:

Sort Code

Account Name

Service Required Letting Only

Rent Collection

Full Management

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Statements to be sent	By Post	<input type="checkbox"/>
	By E-Mail	<input type="checkbox"/>
Statements required	Monthly	<input type="checkbox"/>
	Quarterly	<input type="checkbox"/>
	As Rent is Paid	<input type="checkbox"/>

We are grateful to you for instructing us to manage your property and set out below details of the Services we will provide and the fees we will charge in respect of them.

1. MANAGEMENT FEES

Upon the signing of a Tenancy Agreement with a Tenant the Owner will pay to Edenvale-UK a letting fee in the sum of £350.00 plus VAT, at the UK prevailing rate, currently, 20%. Thereafter, Edenvale-UK will take a management fee equal to 10% plus VAT of the rents collected on a monthly basis.

Our Management Fee is payable as the rent is paid. Our Fee is subject to a minimum fee of £50 plus VAT per month and our appointment is subject to three (3) months' notice to cease management by either side.

2. COLLECTION OF KEYS AND SNAGGING OF PROPERTY

Edenvale-UK will arrange for a member of staff, upon completion of the property, to attend at the property for the hand-over of the apartment from the Developer, collect the keys and complete a snagging list which, in the case, of any works to be done to the apartment, will arrange for the same to be rectified and will report accordingly to the Owner.

3. COLLECTION OF MANAGEMENT FEES

In all cases Edenvale-UK must be instructed to collect the rent and our fees will be deducted from the rent paid in accordance with (1) above.

Edenvale-UK will make reasonable steps to ensure that rent is paid on time. In the event of persistent late or non-payment Edenvale-UK will notify you within fourteen (14) days of the non-payment by e-mail, telephone, fax or post and offer advice towards legal steps for the recovery of any rent outstanding and, in extreme cases, for repossession of the Property.

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Edenvale-UK will use all reasonable endeavours to transfer any monies properly due to you to your Bank Account within twenty one (21) working days of the receipt by them of cleared funds in respect of rent or any other monies received. Banking systems in the UK are such that if payment is made to us by cheque in respect of the rent then we have to allow up to twelve (12) working days for such cheques to clear.

4. STATEMENTS

Edenvale-UK will provide you with a Statement of Account once the financial arrangements have been finalized at the commencement of the Tenancy and monthly thereafter. This statement will be sent either by e-mail or by post to an address in the UK.

If you require a Statement to be sent to you by post to an address outside the UK then we will be pleased to do so but at a fee of £10 plus VAT per statement.

5. SERVICES

The following services will also be provided by Edenvale-UK in connection with the Letting Service.

Tenant referencing

- 5.1 Obtaining references on prospective company and private tenants. On signing the Tenancy Agreement the Owner or the Owner's Agent will be deemed to have seen and accepted any such references collected by Edenvale-UK on the Owner's behalf. Edenvale-UK's letting fee does not include any charges for Company Searches which can be carried out at the specific written request of the Landlord who will undertake to bear the costs thereof together with an Administration Fee of £10 plus VAT per item.

The Deposit Protection Scheme

- 5.2 At the commencement of each new Tenancy, Edenvale-UK will follow a process agreed by the Deposit Protection Service (DPS) to register the Tenancy deposit and to send appropriate funds to the DPS, where they are held in a protected government sponsored account until the end of the Tenancy. When a Tenancy terminates, Edenvale-UK will manage the process to ensure that either the Tenants receive their deposits back within a strict time period or where a dispute occurs, prepare evidence to reclaim monies for and on behalf of a Landlord. Edenvale-UK will make a nominal charge of £45.00 plus VAT (Forty Five Pounds only) for the registration and management of each new Tenancy deposit.

Inventory

- 5.3 Arranging the booking of the Inventory for the Property and check-in of the Tenant. If the property is not furnished by Edenvale-UK, the cost of preparing an Inventory or the cost of updating and/ or re-typing an old one will be met by the Owner. If none exists or is not provided to Edenvale-UK two (2) working days before the commencement of the Tenancy then unless we receive a written request to the contrary from the Owner then Edenvale-UK will automatically arrange for a new Inventory to be prepared on the Owner's behalf. Unless specifically requested otherwise the Owner will be responsible for the costs of the preparation of the Inventory and the Check-in and the Tenant for the costs of the Check-out. Charges do vary depending on the size of the property and the contents but

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an indication of costs will be given if requested. Edenvale-UK will instruct experienced Inventory Clerks but we cannot be held liable for any omissions or errors on their part. Edenvale-UK will e-mail a copy of the Inventory to the Owner once it has been completed and also e-mail a copy of the check-in or any other related report. Should paper copies be required then a charge of £5 plus VAT will be made for each document sent to an address in the UK or £10 plus VAT to an address outside the UK.

Tenancy Agreement

- 5.4 Arranging and preparing a Tenancy Agreement. Unless specifically agreed otherwise Edenvale-UK will draw up a Tenancy Agreement for signature by both the Owner and the Tenant.

Cancellations

- 5.5 If, having instructed Edenvale-UK either verbally or in writing to proceed with the arrangement of a Tenancy a Owner subsequently decides not to proceed with that Tenancy then, unless the references obtained on the Tenant are unsatisfactory, the Owner will be responsible for all fees that would have been due had the Tenancy proceeded.

Transfer of Utility Accounts

- 5.6 On Managed Properties Edenvale-UK require that the Owner at the outset provide details of all current suppliers and the location of any meters. Edenvale-UK will then, on the Owner's behalf arrange for all such utilities to be transferred into the Tenant(s)' name(s) at the commencement of any Tenancy and back in to the Owner's name at the end of the Term or to another Tenant whichever is appropriate.

Keys and Fobs

- 5.7 Edenvale-UK will require that the Owner provides one full set of keys together with fob (if appropriate) for each Tenant named on the Tenancy Agreement (subject to a minimum of three sets) for handing over at the commencement of the first Tenancy. Where necessary Edenvale-UK will arrange for additional sets to be cut at the Owner's expense together with an Administration charge of £20 plus VAT to cover the cost of taking the keys to a reputable key cutting establishment. Edenvale-UK will also arrange for additional fobs at the Owner's expense. Edenvale-UK will hold an additional set of keys plus fob at their Management Services Office, such keys and fob only to be handed out to authorised individuals at the written request of the Owner and/ or the Tenant or where deemed necessary by Edenvale-UK within the course of their responsibilities under this Agreement. Edenvale-UK accepts no liability for the loss of keys or any consequence thereof.

Additional Works

- 5.8 Where Edenvale-UK are managing the Property on the Owner's behalf and are required to carry out duties above and beyond those specified below (such as accompanying Surveyors) then Edenvale-UK will charge the Owner a Fee equivalent to £40 per hour plus VAT or part thereof depending on the time taken, subject to a minimum charge of £60 plus VAT per event.

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6. SHORT LETS

Where the initial term of the Tenancy or Letting is for five (5) months or less our Management Fee will be charged at the rate of £150 plus VAT for each Tenancy Agreement and therefore a monthly management fee of 10%.

7. RENEWALS AND EXTENSIONS

In the case of a renewal to the existing Tenant a new Tenancy Agreement will be drawn up and which a charge of £150 plus VAT will apply to the Landlord. Although our documents are constantly reviewed and updated by our legal advisers, Edenvale-UK must point out we are not Solicitors and the Owner should consult with their own legal adviser if the Owner requires further information about the rights and obligations as a Landlord.

8. OVERSEAS LANDLORDS – FINANCE ACT 1995

Where an Owner may be considered non-resident for tax purposes he has to pay United Kingdom income tax on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from the Inland Revenue specifically permitting Edenvale-UK to pay rental monies to the Owner without the deduction of tax Edenvale-UK is obliged by Law to deduct tax at the appropriate rate as directed by HM Treasury from time to time from all monies received and account to the Inland Revenue for these monies on a quarterly basis. Landlords are responsible for obtaining their own "Exemption Certificate" and should note that any such Certificate received is non-transferable. It should also be noted that no interest is payable to Owners on tax retentions made by Edenvale-UK. Where an Owner has not provided Edenvale-UK with an Exemption Certificate from the Inland Revenue then a charge of £50 plus VAT will be made for the work carried out in submitting the quarterly returns to the Revenue and a charge of £100 plus VAT will be made for preparing the Annual returns and final certificates. Edenvale-UK is required by law to consider any individual Owner who they believe or have reason to believe to be living outside the UK as non resident and make these deductions. Whilst we will always inform any Owner of our decision, such a decision must be final and Edenvale-UK accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations. Please note that where a Owner is collecting rent directly and is non-resident for Tax purposes then the Tenant becomes liable for the collection of Tax due and Edenvale-UK are obliged to advise him accordingly.

9. SALE OF PROPERTY TO A TENANT OR FORMER TENANT

In the event at any time of any Tenant, occupant or other connected body or party entering into an agreement with the Owner of the Property to purchase the property a commission of 2% plus VAT of the purchase price becomes payable by the Owner to Edenvale-UK when Contracts for the sale of the Property are exchanged or the contract for sale is completed whichever is the sooner.

10. SALE OF THE PROPERTY BY THE OWNER

Where a Property occupied by a Tenant first introduced by Edenvale-UK is sold, transferred or otherwise dealt with, Edenvale-UK's Letting Fee and all other Fees remain the responsibility of the original Owner for the duration of the Tenancy and any renewal or extension thereof, irrespective of whether the negotiations were carried out by Edenvale-UK. Owners are advised in such circumstances to arrange through their

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Solicitors for the prospective purchaser to enter into an agreement with Edenvale-UK in respect of all Fees due.

11. PERMISSION TO LET

Edenvale-UK requires that the Owner obtain permission to let prior to any letting from either, if necessary, their Landlord in the case of leasehold property and/ or their Mortgage provider. The Owner must also notify their Insurance Company of his intention to let and obtain their agreement to extend the insurance cover on the property and its contents. If the Owner is a joint owner then he must ensure that all the other joint owners are named on the Tenancy Agreement and confirm that he is authorised to give instructions on their behalf. Edenvale-UK hereby gives notice that should the Owner(s) fail to obtain any necessary such permissions then in the event that the Tenancy is determined early or fails to commence then all fees due to Edenvale-UK must be paid.

12. INTEREST AND COMMISSION

Any commissions, interest or other income earned by Edenvale-UK as a result of referrals to Contractors/Inventory Clerks while carrying out our duties as Agent for the letting and/ or management of the property will be retained by Edenvale-UK.

13. OUTSTANDING FEES

The Owner agrees that where any fees or other charges properly due to Edenvale-UK remain outstanding for more than fourteen (14) days then Edenvale-UK may use any sums obtained or held on his behalf including rental payments on this or any other property on which Edenvale-UK is instructed to pay the outstanding sums.

14. LIABILITY

Edenvale-UK will aim to carry out all their services with reasonable care and skill; however, we do not guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of the Term and cannot be held liable by the Owner for such events. Similarly, Edenvale-UK will take care in instructing Contractors/ Inventory Clerks and other suppliers but cannot either guarantee or be held liable for any work undertaken by them.

15. LEGAL PROCEEDINGS

Edenvale-UK is not responsible for any legal action for the recovery of rent and/ or repossession of the Property. All costs and other charges relating thereto are the sole responsibility of the Owner. Applications for market rent or appearances before any Court or Tribunal will be by arrangement only and our fee for any such appearance will be £300 plus VAT per day or part thereof and where an Edenvale-UK employee is involved. We regret that Edenvale-UK cannot accept service of any legal proceedings on the Owner's behalf.

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16. INDEMNITY

The Owner agrees to indemnify Edenvale-UK as Agents against any costs, expenses or liabilities whatsoever incurred or imposed on us provided that they were incurred on his behalf in pursuit of Edenvale-UK's duties.

In the event of Edenvale-UK being unable to contact the Owner despite having made reasonable efforts so to do then the Owner undertakes to indemnify Edenvale-UK against any costs or fees involved in carrying out reasonable actions on the Owner's behalf.

Should there be an event or incident, which is considered by Edenvale-UK to be a health and safety issue, a serious breach of a Tenancy Agreement, a breach against an individuals or companies rights or similar, Edenvale-UK will take immediate action so to protect the Owner or itself, so far as possible, without regard to financial expenditure or by necessarily seeking authorisation from the Owner. Any costs to manage the event or to pay third parties involved in assisting with or providing a solution would be re-charged to the Owner.

17. AMENDMENTS/VARIATIONS

This agreement represents the entire Agreement between the Owner and Edenvale-UK and supersedes all prior agreements, understandings, representations or other communications between the parties hereto. No amendment or variation to this Agreement will have any contractual effect unless agreed by a Director of Edenvale-UK. Our appointment is subject to three (3) months' notice to cease management by either side in writing.

Edenvale-UK reserves the right to change the schedule of fees and terms of business at any time.

This agreement shall be subject to English Law and the High Court and County Courts of England and Wales or their successors shall have jurisdiction over any action or proceedings in respect of this Agreement.

18. VAT

All charges and fees made by Edenvale-UK under the terms of this Agreement are subject to the addition of VAT at the current UK prevailing rate.

19. INTEREST

All fees and other charges made by Edenvale-UK become due and payable on demand. Edenvale-UK reserves the right to charge interest on any amount outstanding twenty eight (28) days after such fees are first demanded. The rate of interest will be 2% per annum above Bank of Scotland's base rate and chargeable from the date upon which the Fee was due.

20. THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1998

The Owner is fully responsible for making sure that all gas installations and appliances are maintained in good order and are checked for safety every year by a CORGI registered engineer. The Owner MUST provide Edenvale-UK with a copy of a current certificate before the commencement of any Tenancy. If

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Edenvale-UK are not provided with such a current valid Certificate prior to the commencement of the Tenancy and annually thereafter then we reserve the right to call in a suitable qualified CORGI engineer to carry out an inspection of all Gas installations and appliances and carry out any remedial works where necessary. The cost of any such inspection and works will, together with our administration charge of £40 plus VAT is debited to the Owner's account. Please note that it is a criminal offence to allow a Tenant into a Property on which a current CORGI Gas Certificate is not available and Edenvale-UK reserves the right to act accordingly, if necessary preventing the Tenancy commencing until such time as a valid Certificate is to hand.

21. THE FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1998 THE FIRE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993 THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

The Owner hereby warrants that he is fully aware of the terms and conditions of these Regulations and in signing this Agreement declares that all the Furnishings presently in the Property or to be included in the Property together with all the Electrical installations and Electrical Equipment in the Property or to be included in the Property now or at any time in the future fully comply with these Regulations.

The Owner undertakes to keep Edenvale-UK fully and effectively indemnified against any claim, liability, demand, cost expense or prosecution which may arise by failure of the Owner to comply fully with the Terms of these regulations.

22. PORTABLE APPLIANCE TEST (PAT) REPORT

The Owner is fully responsible for making sure that all electrical installations and appliances are maintained in good order and are checked for safety every year by a qualified Electrician. The Owner MUST provide Edenvale-UK with a copy of a current Report before the commencement of any Tenancy. If Edenvale-UK are not provided with such a current valid Report prior to the commencement of the Tenancy and bi-annually thereafter then we reserve the right to call in a suitable qualified Electrician to carry out an inspection of all electrical installations and appliances and carry out any remedial works where necessary. The cost of any such inspection and report will, together with our administration charge of £40 plus VAT is debited to the Owner's account.

23. ENERGY PERFORMANCE CERTIFICATES (EPCs)

The Owner is fully responsible for making sure that as from the 1st October 2008 that the Property has an Energy Performance Certificate (EPC). The Owner MUST provide Edenvale-UK with a copy of a current Certificate before the commencement of any Tenancy. If Edenvale-UK is not provided with such a current valid Certificate prior to the commencement of the Tenancy then we reserve the right to arrange for an EPC to be carried out. The cost of any such inspection and Certificate will, together with our administration charge of £75 plus VAT is debited to the Owner's account. Please note that Edenvale-UK cannot carry out any viewings on any property that does not have a valid EPC.

24. REFURBISHING AND INTERIOR DESIGN SERVICE

We will be pleased to assist you in redecorating, refurbishing or refurnishing the Property. We have access to many suppliers and can often because of our buying power obtain favourable prices on goods and

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services. Well presented Properties usually let both faster and at higher rents than those in poor condition. Written information of our furnishings/refurbishing services is available upon request.

25. CONTRACT

In the event of our letting the Property on verbal instructions we will withhold the balance of any monies due to you until you have returned to us a copy of our Terms of Business duly signed and dated.

26. INSURANCE

It is your responsibility to make certain that the Property and its fixtures, fittings and contents are at all times properly and adequately insured. The terms of the Tenancy Agreement require this. We can, on request, assist in arranging Insurance cover for you and we will contact you further about this once we have identified a suitable Tenant. Any assistance we give will rely totally on valuations and specifications as to the details of the cover supplied by you. We are not insurance brokers and have no expertise in this area, but we do deal with bodies specialising in such cover for rented or tenanted properties. We therefore give no warranties whatsoever as to the adequacy or suitability of any cover we may assist you in obtaining. The responsibility for ensuring that the cover is adequate and suitable lies exclusively with you. You should check, before entering into any letting of the Property that any insurance in place is not affected by the fact that the Property is either unoccupied or tenanted. We can make any insurance claim for you where we manage the property on your behalf at a fee of £40 plus VAT per hour subject to a minimum fee of £100 plus VAT. Please note that in all cases where we are not provided with proof of insurance cover then we will, at your expense, arrange for suitable cover to be made available in line with the terms of the Tenancy Agreement. We do not accept any liability in respect of the amount of cover provided.

27. MANAGEMENT SERVICES

- 27.1 Where instructed by the Landlord and provided we have sufficient funds on your account to do so we will, on your behalf, pay any ground rents, service charges, water rates, insurance premiums and any other regular outgoings out of the rental monies as and when demands are received. Although we will make every effort to resolve obvious discrepancies we wish to make it clear that we are entitled to accept and pay without query demands and accounts which we believe to be in order. In particular we cannot accept responsibility for the adequacy of any insurance cover or the verification of service or maintenance charge demands.
- 27.2 Edenvale-UK will deal with matters of redecoration, renewal, replacement or repair with the Owner's verbal authority (save in the case of emergency and/or when it is impractical to do so). Following the Owner's written approval of written estimates, Edenvale-UK will organize and inspect the said works. Any work below the value of £200.00 will be carried out by Edenvale-UK without requiring the Owner's authority and then deducted from any rental held or due within the course of the following 7 days. We cannot undertake to meet any outgoings beyond funds held by ourselves on your behalf and in which event, we would require payment from the Owner within the course of 7 days.
- 27.3 We will make two (2) visits each year of the Property as part of our Management Service. It must be understood that these visits can only provide a superficial examination of the Property and are not

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intended to be either a structural survey or an Inventory Check. Edenvale-UK cannot be held responsible for any hidden or latent defects that arise.

- 27.4 During void periods (which our Letting Team will make every effort to minimise) Edenvale-UK will continue to manage the Property during this period but cannot be held liable for any loss and/ or damage arising from fire, flood, theft or any other cause. Should the Owner instruct us so to do in writing then we will arrange for a plumber or similar contractor to visit the Property and turn off the water, gas or other supplies at the Owner's expense and to be switched on again before the commencement of any Tenancy. Please note that we advise that you should contact your Insurance Company should the Property be likely to be empty for more than thirty (30) days.
- 27.5 Edenvale-UK will liaise on your written instructions with your Accountants, Solicitors, Superior Landlords, Managing Agents, Mortgageors and Insurance Companies.

28. THE DEPOSIT PROTECTION SCHEME

On commencement of each new Tenancy, Edenvale-UK will follow a process agreed by the Deposit Protection Service (DPS) to register the Tenancy deposit and to send appropriate funds to the DPS, where they are held in a protected government sponsored account until the end of the Tenancy. When a Tenancy terminates, Edenvale-UK will manage the process to ensure that either the Tenants receive their deposits back within a strict time period or where a dispute occurs, prepare evidence to reclaim monies for and on behalf of a Landlord. Edenvale-UK will make a nominal charge of £45.00 plus VAT (Forty Five Pounds only) for the registration and management of each new Tenancy deposit.

DATED this day of 2011
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Signed by or on behalf of the OWNER(S)

.....
Signed by or on behalf of the EDENVALE PROPERTY MANAGEMENT (UK) LIMITED

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