

FW: Management of 58 Primrose Gardens NW3

**Subject:** FW: Management of 58 Primrose Gardens NW3  
**From:** "Tessa Lang" <tessa@desres.net>  
**Date:** Wed, 4 Jun 2008 13:00:37 +0100  
**To:** <a.ranicki@ed.ac.uk>

Dear Andrew,

It seems I don't have Aida's email address just right, as it keeps being bounced back.

Would you please be good enough to forward this to her, and to provide me her correct address?

Many thanks,

Tessa

---

**From:** Tessa Lang [mailto:tessa@desres.net]  
**Sent:** 04 June 2008 12:49  
**To:** 'aida.thompson@yahoo.co.uk'  
**Cc:** 'Mike Savva'; 'Andrew Georgiou'  
**Subject:** Management of 58 Primrose Gardens NW3

Dear Aida,

*I am writing to thank you and your family for your instruction, and to put in place the procedures for taking over management of 58 Primrose Gardens.*

Firstly, I have attached our Terms & Conditions for your review and signature. In order to expedite the process, you can confirm your acceptance by email and then post the hard copy. Then please forward the sum of £300 as expenses float to be held in our clients' account.

Secondly, I am attaching a Pro Forma Invoice in respect of the management fees for the bedsit portion of the property as well as for the top floor flat until the end of the current term (31 August). In addition, I have included a charge for the partial month of June from the 10<sup>th</sup> at the rate of 5% of £1525 monthly rent, and for the portion of the monthly rental for the flat, also from the 10<sup>th</sup> at 5%.

As we discussed, we will let and manage the top flat as sole agents. The tenancy here is up for termination or renewal at the end of August, and we will seek to bring the rental amount more in line with current values, either by renewing with an increased rent (for which we will give notice this month as part of the normal renewal process) or by introducing a new tenant.

I trust this meets with your approval. Please do not hesitate to contact me with any queries.

I look forward to hearing from you.

Kind regards,

Tessa

**Des Res Lettings - Terms & Conditions.doc**

**Content-Type:** application/msword  
**Content-Encoding:** base64

## Definitions and interpretations

In this Agreement unless there is something in the subject or context inconsistent therewith the following expressions have the following meanings:

- (i) "We", "us" and "our" mean Desirable Residences Limited
- (ii) "You", "your", "Landlord" and "client" mean the party contracting with Desirable Residences Limited
- (iii) "The property" means any property owned by you for which you instruct us to find a Tenant.

Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

Unless otherwise specified words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

Unless otherwise specified words importing Tenants or tenancies include lessees or leases and licensees or licenses; and (in each case) vice versa.

## Agency Conditions For The Letting Of Residential Property

### Services Provided to the Client Landlord

When you instruct us to act as your agent for the purpose of arranging the letting of your property we shall: Introduce prospective Tenants; arrange for them to view your property; apply for references for you to review and satisfy yourself as to the suitability of the proposed Tenant, negotiate terms for their occupation of the property which are acceptable to you, prepare a Tenancy Agreement and in consideration thereof you shall pay us a fee (hereafter letting commission).

We will, if required, collect rent on your behalf as it falls due and remit the balance to you as you may direct after deductions.

### Commissions Payable (SEE Offer on the Signature Page)

Except in the cases set out in clause 2.2.2 our letting commission is calculated and payable at the rate of 10% plus VAT of the gross rent, license fee or lease premium due for the first year, 7.5% plus VAT of the gross rent for the second year and 5.0% plus VAT for the third and subsequent years of the Tenancy license or lease including any extensions or further terms. The full amount of letting commission due for any extension or further term will be payable at the commencement of each extension or further term. Any special terms we offer the Landlord are noted on the signature page of this agreement.

For a Tenancy or license the term of which is for 20 weeks or less, our letting commission is calculated at 15% plus VAT of the gross rent or license fee payable throughout the duration of the Tenancy or license.

We may introduce Tenants to you who have been introduced to us by other letting agents acting as sub-agents with whom we will share the fee payable by you in accordance with clause 2.2.1, 2.2.2. There is no extra cost to you but some other agents insist on being paid their proportion of the total fee payable at the start of the Tenancy. Where we would otherwise receive our commission as the rent is paid, in this case the proportion payable to the other agent will be charged to you and be payable at the start of the Tenancy. We undertake to inform you if any commission will be payable in advance under these circumstances at the time an offer is made to you by a Tenant.

In the event that our letting commission is not paid to us within 30 days of the due date interest shall accrue on a day to day basis on the sum due to us at the rate of 4% per month above the base rate of the Royal Bank of Scotland Plc from the date the letting commission fell due until the date payment is made in full.

Letting commission is payable to Desirable Residences Limited by you in respect of the original Tenancy and any extension to the original Tenancy or further term regardless of whether you have subsequently disposed of your interest in the property, and regardless of whether the extension is to the same Tenant or to an associate of the Tenant or a party introduced by such Tenant or in the case of a company let to an associate of the occupier or licensee or any other employee of the Tenant or anybody associated with the Tenant or any subsidiary of the Tenant. Letting commission is also payable in the case where you supply alternative accommodation to the Tenant. For the avoidance of doubt letting commission is payable in respect of extensions and further terms as above whether or not we are involved in the negotiation of such further terms or extensions.

In the event that any reduction or rent free period is agreed after the start of the Tenancy, lease or licence as a result of a deficiency in the property or its fixtures, fittings or furnishings the letting commission will still be due on the full rent before such reduction.

We will provide you with all reasonable assistance in resolving a dispute with the Tenant (or recovering arrears of rent), but, in giving us our original instructions to arrange the letting of the property, you expressly undertake to indemnify us in full for all reasonable costs and expenses we may incur in providing such assistance.

In the event that the Tenant or any other person (or associate or nominee of any such person or Tenant) introduced to you by us whether in the character of a potential purchaser or Tenant or licensee exchanges contracts to purchase the property you shall pay to us a commission of 2.5% of the purchase price plus VAT (hereafter called the "sale commission"). For the avoidance of doubt our sale commission will be due upon exchange of contracts. In the event that our sale commission is not paid to us within 30 days of the due date interest shall accrue on a day to day basis on the sum due to us at the rate of 4% per month above the base rate of the Royal Bank of Scotland Plc from the date the sale commission fell due until the date payment is made in full.

In the event that you sell or pass on the title of a property which we have let for you, and the Tenancy is to continue, then in your own interest you must ensure that the purchaser agrees to pay the commission due to Desirable Residences Limited in respect of the remainder of the Tenancy (and any extension) after completion of the sale. If you shall sell or pass on the title of the property, which is subject to a Tenancy, in respect of which the Tenant was introduced to you by us you should ensure that you obtain the Purchaser's agreement in writing confirming he will be responsible for payment of the letting commission before completing the sale. Please note should the Purchaser fail to pay our letting commission you will be liable to pay it even though you no longer receive the rent.

In the event the Tenant notifies you that he wishes to leave before the end of term, Desirable Residences Ltd. must be notified of the fact and offered an opportunity to remarket the property on a sole agency basis until the end of the agreed term for the Tenancy. Failure to notify Desirable Residences Ltd. does not render null and void the Landlord's obligation to pay commission in full for the agreed Term of Tenancy. When a replacement Tenant is introduced by Desirable Residences Ltd, we agree to issue a credit note in respect of commission arising from the unexpired term of the initial Tenancy.

# Desirable Residences Limited

## Terms & Conditions

### ADDITIONAL SERVICES AND CHARGES

- 2.3. **Tenancy Agreement**  
As per section 2.1.1.
- 2.4. **Inventory**  
It is essential to have an inventory of all fixtures, furniture and effects at the property prepared and then checked in and out with each Tenant. We will arrange for an independent inventory clerk to prepare an inventory in relation to fixtures, fittings, furniture and effects for your property prior to occupation by a Tenant. The inventory clerk will also attend with the Tenant at check-in and check-out. We will charge £40.00 plus VAT for arranging for an inventory clerk to do the inventory check-in and the check-out. The inventory clerk will charge separately for the preparation of the inventory and the check-in report (the check-out cost being billed to the Tenant unless this is contrary to the terms of the relevant Tenancy Agreement.)
- 2.5. **Deposit**  
We will undertake to collect a deposit from the Tenant, which you as Landlord will hold against dilapidations and unpaid bills or Conditions of TDsL, or another fully appointed participant in the Tenancy Deposit Protection Scheme, and as set out in Section 6 Prescribed Information of the Assured Shorthold Tenancy Agreement. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at [www.mydeposits.com](http://www.mydeposits.com). At the termination of the Tenancy you will undertake to remit to the Tenant the amount agreed in writing between the parties and pay the balance if any to the Tenant.
- 2.6. **Reconciliation Of Deposit**  
Our Tenancy Agreement provides that upon the end of the Tenancy the Landlord or the Agent (see Clause 2.4) will instruct an independent inventory clerk to visit the property to assess it for any dilapidations or cleaning required based on the inventory check-in report. Where a different Tenancy Agreement is used it will normally incorporate a similar clause. You will agree directly with the Tenant the total dilapidations to be charged against the deposit based on the check-out report. You should note that if we hold a deposit as stakeholder we cannot release any money to either party until we have received written agreement from both parties. The services of the ADR are available to Landlord and Tenant without charge for the resolution of disputes. However, should you require our services to reconcile the deposit on your behalf we will prepare a schedule of damages which details the deductions we assess it necessary to make from the deposit based on the findings of the inventory clerk. The charge for this service will be £200.00 plus VAT. It is agreed between us that our decision as to the total costs involved and what (if anything) is to be paid to you or repaid to the Tenant out of the deposit in respect of dilapidations or rents unpaid or any other monies in dispute is binding upon you.
- 2.7. **Interest**  
Any interest earned by us on any monies held on your behalf such as working funds, monies in transit or deposits will not be credited to your account.
- 2.8. **Utilities**  
Prior to the commencement of the Tenancy, we can arrange for the transfer of gas, electricity and Council Tax accounts into the Tenant's name with effect from the start of occupation of the property. Meter readings will also be arranged by us to enable closing accounts to be submitted to you. At the end of the Tenancy, similar arrangements will be made to transfer those accounts either back to you or to an incoming Tenant as appropriate.
- 2.9. **Consent To Sublet**  
Before entering into any agreement to let your property, check whether you need the consent of your mortgagee and/or superior Landlord to enter into the proposed transaction. Should it be necessary to obtain any such consents for commencement or renewal of tenancies, we will do so on your behalf and at your request for a separate fee of £150.00 plus VAT which shall be in addition to any fees you may have to pay to the Superior Landlord or Mortgagee for consent.
- 2.10. **Gas Check Compliance With Gas Safety Regulations**  
We shall not in the absence of a specific written instruction be in anyway whatsoever responsible for compliance with Gas Safety (Installation and Use) Regulations 1994 amended 1998 (hereinafter called "the Regulations") or any re-enactment of the same. The responsibility is and remains a personal obligation of the Landlord. If instructed by the Landlord in writing we will arrange for the checking and servicing of gas appliances and installations pursuant to the Regulations and our fee will be £50.00 plus VAT and disbursements in the form of the costs of a CORGI registered engineer.
- 2.11. **Stamping**  
By law the Tenancy Agreement must be stamped within 30 days of the start of the Tenancy. We can arrange for your Tenancy Agreement to be stamped for a fee of £10.00 plus VAT which is in addition to the cost of the stamp duty in force at the time.
- 2.12. **Leasehold Properties**  
If you are letting a residential property which you own under a long lease and you are bound by certain restrictive covenants in that lease, it is your responsibility to inform Desirable Residences Limited of the existence of those restrictive covenants and provide Desirable Residences Limited with a copy of the said Lease whereupon Desirable Residences Limited will then send the copy to the Tenant. If you fail to provide a copy of the Lease Desirable Residences Limited do not accept any liability whatsoever for your omission.

# Desirable Residences Limited

## Terms & Conditions

### ADDITIONAL SERVICES AND CHARGES

#### 2.3. Tenancy Agreement

As per section 2.1.1.

#### 2.4. Inventory

It is essential to have an inventory of all fixtures, furniture and effects at the property prepared and then checked in and out with each Tenant. We will arrange for an independent inventory clerk to prepare an inventory in relation to fixtures, fittings, furniture and effects for your property prior to occupation by a Tenant. The inventory clerk will also attend with the Tenant at check-in and checkout. We will charge £40.00 plus VAT for arranging for an inventory clerk to do the inventory check-in and the checkout. The inventory clerk will charge separately for the preparation of the inventory and the check-in report (the checkout cost being billed to the Tenant unless this is contrary to the terms of the relevant Tenancy Agreement.)

#### 2.5. Deposit

We will undertake to collect a deposit from the Tenant, which you as Landlord will hold against dilapidations and unpaid bills or unpaid rent. The Deposit will be protected by Tenancy Deposit Solutions Limited (TDSL) in accordance with the Terms and Conditions of TDSL, or another fully appointed participant in the Tenancy Deposit Protection Scheme, and as set out in Section 6 Prescribed Information of the Assured Shorthold Tenancy Agreement. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at [www.mydeposits.com](http://www.mydeposits.com). At the termination of the Tenancy you will undertake to remit to the Tenant the amount agreed in writing between the parties and pay the balance if any to the Tenant.

#### 2.6. Reconciliation Of Deposit

Our Tenancy Agreement provides that upon the end of the Tenancy the Landlord or the Agent (see Clause 2.4) will instruct an independent inventory clerk to visit the property to assess it for any dilapidations or cleaning required based on the inventory check-in report. Where a different Tenancy Agreement is used it will normally incorporate a similar clause. You will agree directly with the Tenant the total dilapidations to be charged against the deposit based on the check-out report. You should note that if we hold a deposit as stakeholder we cannot release any money to either party until we have received written agreement from both parties. The services of the ADR are available to Landlord and Tenant without charge for the resolution of disputes. However, should you require our services to reconcile the deposit on your behalf we will prepare a schedule of damages which details the deductions we assess it necessary to make from the deposit based on the findings of the inventory clerk. The charge for this service will be £200.00 plus VAT. *It is agreed between us that our decision as to the total costs involved and what (if anything) is to be paid to you or repaid to the Tenant out of the deposit in respect of dilapidations or rents unpaid or any other monies in dispute is binding upon you.*

#### 2.7. Interest

Any interest earned by us on any monies held on your behalf such as working funds, monies in transit or deposits will not be credited to your account

#### 2.8. Utilities

Prior to the commencement of the Tenancy, we can arrange for the transfer of gas, electricity and Council Tax accounts into the Tenant's name with effect from the start of occupation of the property; Meter readings will also be arranged by us to enable closing accounts to be submitted to you. At the end of the Tenancy, similar arrangements will be made to transfer those accounts either back to you or to an incoming Tenant as appropriate.

#### 2.9. Consent To Sublet

Before entering into any agreement to let your property, check whether you need the consent of your mortgagee and/or superior Landlord to enter into the proposed transaction. Should it be necessary to obtain any such consents for commencement or renewal of tenancies, we will do so on your behalf and at your request for a separate fee of £150.00 plus VAT which shall be in addition to any fees you may have to pay to the Superior Landlord or Mortgagee for consent.

#### 2.10. Gas Check Compliance With Gas Safety Regulations

We shall not in the absence of a specific written instruction be in anyway whatsoever responsible for compliance with Gas Safety (Installation and Use) Regulations 1994 amended 1998 (hereinafter called "the Regulations") or any re-enactment of the same. The responsibility is and remains a personal obligation of the Landlord. If instructed by the Landlord in writing we will arrange for the checking and servicing of gas appliances and installations pursuant to the Regulations and our fee will be £50.00 plus VAT and disbursements in the form of the costs of a CORGI registered engineer.

#### 2.11. Stamping

By law the Tenancy Agreement must be stamped within 30 days of the start of the Tenancy. We can arrange for your Tenancy Agreement to be stamped for a fee of £10.00 plus VAT which is in addition to the cost of the stamp duty in force at the time.

#### 2.12. Leasehold Properties

If you are letting a residential property which you own under a long lease and you are bound by certain restrictive covenants in that lease, it is your responsibility to inform Desirable Residences Limited of the existence of those restrictive covenants and provide Desirable Residences Limited with a copy of the said Lease whereupon Desirable Residences Limited will then send the copy to the Tenant. If you fail to provide a copy of the Lease Desirable Residences Limited do not accept any liability whatsoever for your omission.

## Desirable Residences Limited Terms & Conditions

### 2.13. Overseas resident Landlords & Income Tax

2.13.1 The Inland Revenue will allow any overseas resident individual, corporation or trust to register for the FICO scheme providing it is satisfied that his/her tax affairs are up to date and the application in the prescribed form has been submitted. Once registered the FICO office will issue a notice to the agent or the Tenant to allow rent to be paid without deduction. Without such notice the agent or Tenant must deduct basic rate income tax from rent remitted to an overseas resident Landlord. These notices are not transferable, therefore if you change the person remitting rent to you, you must request a new notice addressed to the new agent/Tenant.

2.13.2 We strongly recommend that you make an application as early as possible as registration cannot be backdated. An application can be made before a Tenant has been found. We will be happy to supply an application form.

### 2.14. Insurance

It is *your* obligation as the Landlord to make certain that the property and its fixtures, fittings, and contents, are at all times properly and adequately insured. You should also notify your insurer that the property is let.

## 3. AGENCY CONDITIONS FOR THE MANAGEMENT OF RESIDENTIAL PROPERTY 3.1.

### Services Provided to the Client Landlord

When we receive your instructions to manage your property we shall provide the services specified in Section 2 of these Terms and Conditions as well as the terms stated below. In consideration thereof you shall pay to us a commission (hereafter called "management commission") referred to at clause 2.2. We shall manage the property for the duration of the term of the Tenancy but you shall be entitled to terminate our management upon providing us with 3 months written notice. We will also create and operate a reserve for Landlord's repairs and contingencies. £250.00 is retained as a float. On rent paid quarterly £750.00 is retained.

### 3.2. Commission Payable

3.2.1 A management commission of 5% plus VAT of the gross rent payable throughout the term of the Tenancy. Our management commission is in addition to any letting commission.

3.2.2 For the purposes of these conditions the term of any Tenancy shall be that stated in the Tenancy Agreement and shall be inclusive of any extension to the original Tenancy or renewal but any options to terminate shall be disregarded.

3.2.3 As a matter of practice but without prejudice to your obligation to pay the management commission we will deduct our management commission from the rent received quarterly in advance. For the avoidance of doubt, should the Tenant fail for any reason to pay the rent as aforesaid you shall immediately pay the management commission then due and owing.

3.2.4 In the event that our management commission is not paid to us within 30 days of the due date interest shall accrue on a day to day basis on the sum due to us at the rate of 4% per month above the base rate of the Royal Bank of Scotland Plc from the date the management commission fell due until the date payment is made in full.

### ADDITIONAL SERVICES AND CHARGES

3.3. See section 2 for Letting commission, Tenancy agreement, Deposit, Consent to sublet, Leasehold properties, Gas check, compliance with Gas Safety Regulations and Stamping.

### 3.4. Inventory

As for section 2 except there will be no additional charge for arranging for this service if you instruct us to manage your property.

### 3.5. Deposit Reconciliation

As for section 2 except there will be no additional charge made for this service if you instruct us to manage your property.

### 3.6. Utilities

As for section 2 except there will be no additional charge made for this service if you instruct us to manage your property.

### 3.7. Insurance

3.7.1 We can, on request assist in this process of obtaining insurance cover for your property but in doing so will rely totally on valuations and specifications as to the degree of cover required by you. We are not insurance brokers and do not pretend to have any special expertise in this area. We therefore give no warranties whatsoever as to the adequacy or suitability of any coverage which we assist the Landlord in obtaining. The responsibility for ensuring that the coverage is adequate and suitable lies exclusively with the Landlord who should check, before entering into any letting of his property, that any insurance coverage in place is not affected by the fact that the property is either unoccupied or Tenanted.

3.7.2 We advise you to have an up to date policy covering loss of rent and contents. Please note that (unless otherwise for some reason specifically agreed) you must at the beginning of the letting confirm to us the amount of cover in place or required and also subsequently advise us promptly of any increases in the amount of coverage that is required. For claims see our conditions regarding extra management.

### 3.8. Cleaning

We will arrange as necessary for a contract cleaner to clean the property professionally before each Tenancy, charging the cost of any initial cleaning as a disbursement to your account and any subsequent cleaning to the outgoing Tenants deposit.

### 3.9. Repairs

3.9.1 We will arrange for your account for any repairs or reinstatements that are necessary either to the property itself or to its fixtures, fittings and contents during the Tenancy subject to the following:

3.9.2 We have absolute discretion to spend up to £250.00 for your account to be recouped out of rent collected by us for you, or to be settled promptly against our invoice in the event we do not collect rent for you, in respect of any general repairs or reinstatements

# Desirable Residences Limited

## Terms & Conditions

which we reasonably regard as necessary for the proper performance of your obligations under the relevant Tenancy agreement. Furthermore, in the event of an emergency, for example (but not limited to): dealing with burst pipes, broken heating systems or the effects of a fire, we also have absolute discretion, subject to our having tried and being unable to contact either you or your designated agent at the telephone number(s) you have given us, to spend up to £1,250.00, to be recouped or settled as above, on emergency repairs or reinstatements.

3.9.3 The words "repairs and reinstatements" shall be construed as those items that we reasonably consider necessary to maintain the property and your fixtures, fittings and contents in good habitable condition as at the commencement of the Tenancy. Unless previously agreed, those words do not cover improvements to the property or its contents or structural alterations.

3.9.4 Repairs and reinstatements will be carried out subject to the availability of suitable contractors. We will be happy to use contractors recommended by you subject to their immediate availability.

3.9.5 While all reasonable steps will be taken to procure the services of competent contractors, we do not accept any liability whatsoever for any loss or damage of any kind caused by those contractors howsoever it arises.

3.9.6 We will handle all necessary and normal correspondence with your Tenant and also with third parties on matters relating to the property management and internal maintenance of the property. It will not include the active prosecution on your behalf of any issue which for whatever reason has developed beyond a mere difference of opinion into what we regard as a dispute with the Tenant or any third party.

### 3.10. Income Tax

3.10.1 We will liaise with your accountants, solicitors or other professional representatives to provide such information as they may require completing your tax returns.

### 3.11. Management Of Empty Property

3.11.1 From the expiry of a Tenancy Agreement or until the property is let for the first time by Desirable Residences Limited we will manage the property for one calendar month free of charge. Thereafter we will manage the property carrying out and performing all the necessary functions to ensure the smooth running of the property. This service is subject to you putting this Company in funds prior to the commencement of the initial one calendar month. This service will be charged at £40.00 per hour plus VAT.

### 3.12. Extra Management Services

3.12.1 If required we can undertake other services that are not covered under our standard letting and management service. These services are charged at £50.00 per hour plus VAT and would include:

- (i) Matters pertaining to the fabric or structural repair of the building or demised premises.
- a) Negotiations with Superior Landlords and Freeholders - upon such matters and overseeing building works and inspection of properties.
- b) Assisting you with resolving disputes with Tenants and recovering arrears of rent. (ii) Making Insurance Claims
- a) Negotiations with loss adjusters
- b) Preparing and negotiating estimates with builders and trade people c) Supervision of repair work

## 4. GENERAL TERMS APPLICABLE TO BOTH LETTING AND MANAGEMENT

### 4.1. Exclusion Of Liability And Indemnity

4.1.1 We accept no liability or responsibility whatsoever for any damage to any Property, its fixtures, fittings or contents, or for any losses which may be suffered by you as a result of the Tenant failing to comply with the obligations contained in the Tenancy Agreement or any Statute or other enactment of Parliament.

4.1.2 It is your duty to ensure that adequate insurance coverage is maintained on the Property, its fixtures, fittings and contents, at all such times. When a property is let to a Tenant it is the Landlord's duty to insure continues.

4.1.3 All Landlords or potential Landlords who instruct us in relation to their Property expressly accept that it is not part of our duties to actively inspect or supervise the Property or the activities of the Tenant or other occupier other than on those occasions when one of our employees has a specific cause to visit the property and then only in the event that it is immediately apparent that some hitherto unreported damage or illicit activity has taken place.

4.1.4 In the event that the Landlord gives us instructions which we follow in good faith and which turn out to be themselves unlawful or to result in an unlawful act or otherwise give rise to any kind of claim he will provide us with a full indemnity for all penalties, damages, costs and expenses whatsoever which we may then incur as the result of following those

4.1.5 The Landlord also specifically undertakes to provide us with a full indemnity on the same basis as above in respect of any claim or action brought against us, whether alone or jointly with you, by the Tenant of your property or anyone claiming through the Tenant or any third party in respect of anything we are alleged to have done or not done in relation to the property or any function in connection with the property which we discharge on your behalf as your agent.

### 4.2. Responsibilities Not Undertaken

4.2.1 We shall not, in the absence of a specific written agreement to the contrary, be in anyway whatsoever responsible for compliance with the Gas Safety (Installation and Use) Regulations 1994 and amended in 1998 or any re-enactment of the same, which responsibility is and remains a personal obligation of the Landlord.

4.2.2 We shall not under any circumstances whatsoever, be responsible for compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and as amended in 1993 or any re-enactment of the same, which responsibility is and remains a personal obligation of the Landlord.

**PRO FORMA INVOICE**

**DATE:** 4 June 2008

**TO:** Mrs. Aida Johnston  
6 East Savile Road  
Edinburgh, Scotland  
EH16 5ND

**PROPERTY:** **58 Primrose Gardens, London  
NW3 4TP**

**REF NO:** 3319

**FOR:** Management Fees  
July – Sept 2008 £262.50 + 45.94VAT  
June 10-30, 2008 52.71 + 9.22 VAT  
July & Aug 2008 (for the top floor flat)  
90.13 + 15.78VAT  
June 2008 31.08 + 5.44 VAT

**TOTAL DUE:** **£512.80**

**PAY TO:** Nat West Bank, Holloway Road Branch  
Sort Code No. 60 11 14  
Des Res Ltd. Clients Account No. 30738539

BIC NWBK GB 2L  
IBAN GB29 NWBK 6011 1430 7385 39