

Contract Holder Fees & Schedule.

1. Introduction

This schedule sets out the circumstances in which a contract holder may be responsible for reasonable and evidenced costs during an occupation contract. Chambers Estate Agents will only seek payment where permitted by law, where the cost has been reasonably incurred, and where the amount requested does not exceed the actual loss suffered or cost incurred.

All charges will be supported by written evidence where applicable, such as a contractor invoice, supplier invoice, receipt or other appropriate written record.

Tenant or contract-holder request for early termination

Where the contract-holder requests to end the occupation contract after the contract start date but before the end of the fixed term, the contract-holder may be responsible for the landlord's reasonable and evidenced costs arising from the early termination and re-letting of the property. Such costs will not exceed the financial loss suffered by the landlord as a result of the early termination.

They may include, where applicable, reasonable re-letting costs, marketing costs, referencing costs, inventory or schedule of condition costs, check-in costs, and any other reasonable costs incurred in securing a replacement contract-holder.

The contract-holder will also remain responsible for rent, council tax, utilities and any other sums due under the occupation contract until the earlier of the replacement occupation contract start date or the original fixed term expiry date. Where a replacement contract-holder is found, the new occupation contract must commence immediately after the current contract ends, so that there is no avoidable void period for the landlord and the occupation runs consecutively.

Any amount requested will be confirmed in writing and supported by evidence where applicable.

Missed appointments

Where a pre-arranged appointment is missed because of the contract-holder's actions or failure to provide access, the contract-holder may be responsible for the reasonable costs incurred by the landlord as a direct result.

This may include, for example, a contractor call-out charge, aborted visit charge or other reasonable cost where the contract-holder refused access, failed to attend, failed to provide access, or otherwise prevented the appointment from taking place after reasonable notice had been given.

Any charge will be limited to the actual cost incurred and will be supported by written evidence, such as a contractor invoice or written confirmation of the aborted appointment charge.

Purposeful, avoidable or negligent damage

The contract-holder is responsible for the cost of remedying damage to the property, fixtures, fittings, contents, keys, security devices or common parts where the damage has been caused deliberately, negligently, recklessly or avoidably by the contract-holder, an occupier, visitor, guest or any person permitted into the property by the contract-holder.

The amount payable will be limited to the reasonable and evidenced cost of repair, replacement, materials, labour and any necessary associated costs.

Chambers Estate Agents or the landlord will provide written evidence of the cost where applicable, such as a contractor invoice, supplier invoice, receipt, report or other appropriate written record. This does not apply to fair wear and tear.

Emergency or out of hours call out charges

Where the contract-holder's actions, negligence or avoidable conduct result in a contractor attending the property outside normal working hours, the contract-holder may be responsible for the reasonable and evidenced costs incurred.

This may include contractor call-out charges, emergency attendance charges, out-of-hours labour charges, materials and any necessary associated costs, where the issue arises from the contract-holder's actions or failure to act reasonably. Examples may include, but are not limited to, avoidable lockouts, damage caused by misuse, failure to follow reasonable instructions, or emergency attendance required because of the contract-holder's conduct.

The contract-holder will not be charged where the emergency arises from the landlord's repairing obligations, fair wear and tear, property failure, or another matter for which the contract-holder is not responsible. Any charge will be supported by written evidence where applicable.

Lost keys, entry fobs and security devices

Where keys, entry fobs, access cards, parking permits, alarm devices or other security devices are lost, damaged or not returned by the contract-holder, the contract-holder may be responsible for the reasonable and evidenced cost of replacement.

This may include the cost of replacement keys or devices, locksmith attendance, replacement locks, new key cutting, replacement security fobs, access cards, alarm devices, parking permits, and replacement keys required for the contract-holder, landlord, Chambers Estate Agents, contractors or any other person who reasonably requires access.

Where security is compromised, the landlord or Chambers Estate Agents may reasonably require locks or security devices to be replaced rather than simply replacing an individual key. Any charge will be limited to the actual cost incurred and will be supported by written evidence, such as a locksmith invoice, supplier invoice, receipt or other appropriate written record.

General principles

Chambers Estate Agents will not request or accept any prohibited payment from a prospective contract-holder, contract-holder or tenant.

Any payment requested under this schedule will be limited to a permitted payment, a reasonable and evidenced cost, or a genuine loss incurred as a direct result of the contract-holder's request, action, omission, negligence, breach or failure to comply with the occupation contract.

Where a charge is disputed, Chambers Estate Agents will review the matter fairly and in accordance with its complaints procedure, the occupation contract, applicable legislation and any relevant deposit protection scheme process.

Would you like me to adjust the formatting for the "Property Information" disclaimer from your previous request to match this style, or does this cover what you need for your document?

Our details are:

Company:	Chambers Estate Agents (Cardiff) Limited.
Trading as:	Chambers Estate Agents
Address:	35 Merthyr Road, Whitchurch, Cardiff, South Glamorgan, CF14 1DB
Company Number:	08194230
Rent Smart Wales Licence:	LR-75096-91052
Client Money Protection:	UKALA Client Money Protection (CMP)
Client Money Protection Membership:	21352
Professional Indemnity Insurance: <i>(Policy details are available on request.)</i>	Held by Chambers Estate Agents.
Redress Scheme Membership:	PRS026998
Telephone:	029 2052 2106
Email:	info@chambersestateagents.co.uk

Thanks you.

**We hope this
information
has helped.**

