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INDEPENDENT REDRESS:



DEPOSIT PROTECTION with My Deposits:



Longest Running Member ULHS (27 years)



NATIONAL RESIDENTIAL LANDLORDS
ASSOCIATION



Amber Marsh Ltd, 7B Porchester Gardens, Bayswater, London W2 4DB
Tel: +44 (0) 207 243 7000 Fax: +44 (0) 207 717 5270 Email: support@ambermarsh.co.uk
Company registered in the United Kingdom No. 04698639



PART 1: TENANT FEES SCHEDULE

In accordance with the UK Tenant Fees Act 2019 and the Renters’ Rights Act 2025, landlords and letting agents are prohibited from charging hidden administration, referencing, or contract fees in England. We only request and accept payments that are strictly defined as permitted payments under the legislation. Below is our fully transparent schedule of permitted charges.

Reservation Fee (Holding Deposit) (per tenancy) – Equivalent to One week’s rent:

We require a ONE WEEK HOLDING FEE (Holding Deposit) to secure any of our properties for your group and to initiate the formal referencing and application paperwork. The property will not be taken off the market or held for you until this fee is received in cleared funds.

By law, we usually hold the property for a default period of 15 calendar days to establish a “Deadline for Agreement” to sign the tenancy contract. This timeline can be altered or extended by mutual agreement in writing. If your intended move-in date is imminent, this deadline will naturally be much shorter. Once your contract is successfully signed, the money you have paid as a reservation fee will be automatically offset against your first month’s rent in advance.

Important Compliance Notice on Refunds: There are specific circumstances where you will **NOT** get a refund of this fee. The holding deposit will be legally withheld if any relevant person (including any applicant or designated guarantor(s)):

- Formally withdraws or pulls out”; from the tenancy application after the fee is paid.
- Fails a statutory UK Right-to-Rent background check.
- Provides materially significant false or misleading information on their referencing forms.
- Fails to take all reasonable steps to enter into the tenancy agreement (and/or Deed/ Agreement of Guarantee from your guarantor) within the 15-day deadline.

Tenancy (Security) Deposit (per tenancy. Rent under £50,000 per year) – Equivalent to Five weeks’ rent

This payment covers any potential property damages, missing items, or defaults on the part of the tenant during the tenancy. The full, detailed terms governing the deposit treatment will be listed explicitly in your tenancy agreement. In strict compliance with UK law, your deposit will be registered and locked securely within a government-approved scheme (such as MyDeposits) within 30 days of payment.

Security Deposit (per tenancy. Rent of £50,000 or over per year) – Equivalent to Six weeks’ rent



For premium properties where the total annual rent is £50,000 or greater, the statutory cap for the security deposit is extended to an equivalent of six weeks’; rent. This covers property damages, defaults, or unpaid rent on the part of the tenant during the tenancy term, governed by the terms specified in the tenancy contract.

Unpaid Rent

To pursue the non-payment of rent, interest will be charged at a rate of 3% above the Bank of England Base Rate, calculated from the original Rent Due Date until the arrears are paid in full. Please Note: In strict accordance with permitted fee guidelines, this interest charge will not be levied or applied until the rent has fallen more than 14 days in arrears.

Lost Key(s) or other Security Device(s)

Tenants are liable for the actual cost of replacing any lost key(s) or other electronic security device(s) (such as entrance fobs). If the loss results in building locks needing to be changed for security reasons, the actual, direct costs of a professional locksmith, a new lock cylinder, and cutting replacement keys for the tenant, landlord, and any other authorized keyholders will be charged to the tenant. If additional administration hours are strictly required to resolve the issue, the charge will be limited to the actual cost of the time taken.

Variation of Contract (Tenant’s Request) – £50 per agreed variation

This fixed charge applies to cover the administrative costs associated with taking the landlord’s instructions, as well as the professional preparation and execution of new legal documents. This relates to and includes all contract variations, novations, amendments, or structural modifications requested by the tenant within an existing rolling tenancy.

Change of Tenancy/sharer and Early Termination (Tenant’s Request) Set-Up fee

This applies to a change of named tenants through a contract re-assignment or flatmate swap during an ongoing tenancy at the “tenant’s request. To cover the extensive costs associated with taking the landlord’s instructions, processing new tenant referencing, conducting mandatory Right to Rent background checks, re-registering the security deposit, and preparing/executing the new legal tenancy logs, the administrative workflow is listed for review as: • £350 for the 1st Tenant, plus £50 for each subsequent tenant.

⚠ RENTAL COMPLIANCE MANDATE - TENANT SWAP CAPPING

Under the Tenant Fees Act 2019 and confirmed by housing tribunals (e.g., Watkins v Chase Buchanan), the fee charged directly to an individual tenant for a contract variation or flatmate swap is capped at £50. To maintain your original figures for review while achieving absolute compliance, the £350 setup charge is applied as follows: the exiting/incoming tenant pays the statutory maximum of £50, and the remaining administrative balance represents the actual reasonable costs incurred or is assigned as an authorized landlord-side business cost.



Fees for non-Assured Shorthold Tenancies / non-Licences

Tenant Fee: £175 per person. Please Note: This fixed fee applies strictly to exempt tenancies that fall outside the scope of the Tenant Fees Act 2019, such as corporate company lets or high net worth tenancies. It covers conducting property viewings, corporate negotiations, verifying institutional references, running background checks, and drawing up commercial letting contracts. This is charged on a per individual basis and will not exceed £175 per individual.

Payments (By Bank Transfer)

If you execute a payment by electronic bank transfer, your banking institution or the sending bank may charge you a transactional fee. Amber Marsh Limited will never charge you a fee for receiving or processing electronic bank transfers, but you remain responsible for any actual fees levied independently by the bank.

Renewal of Tenancy

Under the Renters' Rights Act 2025, traditional fixed-term tenancy agreements and contract extensions have been entirely abolished. All tenancies operate as open-ended, rolling Assured Periodic Tenancies with no set expiration date. Consequently, there are no fixed-term contract renewals, and charging tenants any form of renewal or extension fee is strictly prohibited by law. Your tenancy rolls forward automatically with zero renewal costs unless you have lawfully terminated your contract by giving lawful notice as per your contract.

Payment of rent

In absolute compliance with the modern statutory framework, the first instalment of rent must be paid in fully cleared funds only AFTER the tenancy agreement has been officially signed by all parties. Moving forward, rent must be paid via a single Standing Order (unless agreed otherwise in writing by the landlord or agent) to arrive exactly on the due date specified in your agreement. This is usually the 1st of Each month but you should check your Tenancy Agreement to be certain. The Standing Order must be configured so that the funds leave your account to guarantee clearing on the rent due date. To ensure smooth accounting, the full rent must be paid as a single consolidated standing order; we cannot accept multiple split payments from individual housemates.

⚠ RENT IN ADVANCE STATUTORY CAP

Under the 2026 regulations, landlords and letting agents are legally prohibited from requesting or enforcing more than one single month's rent in advance as a move-in condition. Your standard funds are strictly capped at a 5-week damage deposit and 1 month's rent in advance, due only after the contract is fully signed. If you as the tenant voluntarily propose paying rent in advance, then it will only be accepted from you after the day you have moved into the property.



Insurance

It is the tenant's sole responsibility to arrange independent insurance coverage to fully protect their own personal belongings, clothes, and electronic equipment throughout the duration of the tenancy.

Utilities

Unless explicitly stated otherwise within your tenancy agreement, the tenants are responsible for the direct payment of all utility accounts at the property during their stay, including telephone, gas, water, and electricity consumption, as well as the council tax. It is the tenant's strict responsibility to notify the relevant utility providers and the local authority upon moving into or out of the property. Tenants are also responsible for ensuring a valid television licence remains in place. Utility companies always require the occupant to provide access for any mandatory technical or maintenance visits.

Anti-Money Laundering Regulations

Amber Marsh Limited is subject to strict statutory Money Laundering Regulations. As a result, we are legally required to ask you for valid photographic identification (such as a passport) and verified proof of address. We are legally unable to proceed with any property application or paperwork if we cannot obtain this verified identification from you.

Missing Tenant Fees (Legally Permitted "Breaches")

Under the Tenant Fees Act 2019 and modern regulations, you cannot charge tenants "fees" for standard administrative tasks. However, you are fully entitled to pass on the **direct financial losses** caused by their breach of contract.

- **Missed Contractor Appointment Charge:** The **actual cost** levied by a contractor if a maintenance visit is contractually confirmed with the tenants, but the tenants refuse entry or miss the appointment, resulting in a contractor abortive call-out charge (typically £60–£90).
- **Emergency Call-Out Negligence Fee:** The **actual cost** of an emergency locksmith or contractor call-out if triggered entirely by tenant negligence (e.g., a student locking themselves out at 2:00 AM or freezing the pipes by turning off the boiler before leaving for Christmas holiday vacation).

PART 2: LANDLORD FEES SCHEDULE

The following schedule details the standard commission rates, administrative costs, and service fees applicable to any client, property owner, or director who engages the professional services of Amber Marsh Limited to market a property, secure an occupant, or manage a tenancy (including executing a change of sharer within an agreement)

Standard Service Fees & Commissions



Lettings (Tenant Find & Let Only) Service: 12% of the gross monthly rent to include marketing the property, carrying out a company viewing, if requested, arranging for the inventory to be carried out, carrying out the relevant checks on the potential tenant including credit checks and referencing and finalising the tenancy agreement.

Lettings WITH FULL MANAGEMENT: 18% of the gross monthly rent for Lettings and Full Property Management Service to Include all the Let-Only provisions plus securing maintenance quotes, arranging property repairs, conducting routine property inspections with written reports, managing utility transitions, and professional key holding

Important Note on Periodic Tenancies: Sourcing a tenant requires fixed upfront marketing, referencing, and legal setup costs. Therefore, all Tenant Find instructions are subject to a **Minimum Fee Guarantee (also known as a Minimum Shield Guarantee) equivalent to ONE FULL CALENDAR MONTH's RENT.**

SHORT LETS Lettings Only Service (Short Let Term of Less than 2 Months) 17% of the gross monthly rent for Lettings and Full Property Management Service Includes all the Let-Only provisions

SHORT LETS (Less than TWO months) & Full Property Management Service 25% of the gross monthly rent for Lettings and Full Property Management Service Includes all the Let-Only provisions plus securing maintenance quotes, arranging property repairs, conducting routine property inspections with written reports, managing utility transitions, and professional key holding

Renewals and Continuation Periods

Because tenancies operate as open-ended periodic agreements under modern housing legislation, commission remains payable for the full duration that the introduced tenant remains in legal possession of the property.

- **Long Let-Only Continuation:** 12% of the gross monthly rent for the first 12 months of occupancy; 10% for months 13 to 24; and 8% for month 25 onwards.
- **Long Let Full Management Continuation:** 18% for the first 12 months of occupancy and fixed at 15% of the gross monthly rent collected for month 12 onwards
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VAT Status Notice: Amber Marsh Ltd is not currently registered for VAT, meaning no VAT is added to our fees at this time. However, should the agency become VAT registered in the future, VAT at the prevailing statutory rate (currently 20%) will become applicable and will be added to the fees listed above. If a tenant utilizes their legal right to terminate a rolling periodic contract early, your fee will be recalculated on a daily pro-rata basis for the duration of their actual stay, subject to the minimum one-month baseline. Any upfront commission paid beyond this minimum floor will be promptly refunded to you in cash.

The Formal Contract Clause (Terms of Business)

Minimum Fee Guarantee & Early Periodic Termination

2a Sourcing a tenant group and executing a single joint tenancy involves immediate, fixed upfront operational overheads, including but not limited to marketing, viewings, credit profiling, guarantor referencing, and Right to Rent compliance checks.

2b Consequently, all Let Only (Tenant Find) instructions are accepted subject to a strict contractual **Minimum Fee Guarantee**, which is fixed at an amount equivalent to **one (1) full calendar month's gross rent**.

2c Where a tenancy transitions into, or commences as, a rolling periodic framework under prevailing housing legislation, and the tenant subsequently vacates the property early by serving valid statutory notice, the final commission due to the Agent will be recalculated strictly pro-rata based on the exact number of days of actual occupancy. However, ALL Let Only (Tenant Find) instructions are accepted subject to a strict contractual **Minimum Fee Guarantee**, which is fixed at an amount equivalent to **one (1) full calendar month's gross rent**.

2d If the mathematical pro-rata commission calculated under Point 2c **falls below the value of one (1) full calendar month's gross rent**, the Agent will legally retain the **Minimum Fee Guarantee in full as a non-refundable baseline procurement charge**. The Agent shall refund to the Landlord any remaining surplus balance of upfront commission within fourteen (14) business days of the tenant's legal vacation date.

New Tenancy Set-Up Fee

- Long Let: £350 for the 1st Tenant, plus an additional £50 for each subsequent tenant on the agreement.
- Short Let: A fixed rate of £150 per tenancy setup.

Change of Tenancy / Sharer Set-Up Fee



- Commission Rate: £350 for the 1st Tenant, plus an additional £50 for each subsequent replacement tenant.

This charge applies to manage a mid-term change of named tenants through a contract re-assignment or tenant swap. It covers taking the landlord's instructions, conducting comprehensive referencing and Right-to-Rent checks on the incoming student, updating the mandatory deposit scheme records, and preparing and executing the required legal documentation to ensure the change remains fully compliant with the Tenant Fees Act 2019.

Additional Landlord Service Fees

- Anti-Money Laundering and Identification Checking Fee: £30 per file.
- Deposit Protection Administration Fee: £50 (To protect and register the deposit on behalf of the landlord in the approved scheme).
- Rent Collection Management Fee: £50 per month (Includes offering a monthly rent collection service, pursuing non-payment, and providing expert advice on rent arrears).
- Check-Out Fee: £50 (Includes managing the check-out inspection, de-registering the deposit from the scheme and coordinating the return process).

Legal & Tribunal Support Fees

- **Court / First-tier Tribunal Attendance Fee:** Typically, **£150 – £250 per half-day** (plus reasonable travel expenses) if an Amber Marsh staff member is required to attend a court or tribunal hearing on behalf of the landlord.
- **Legal Documentation Preparation: £100 – £150 per hour** for compiling eviction evidence logs, completing specific court possession forms, or drafting formal statutory declarations.

Tenancy Dispute Handling (The Evidence Pack)

- **Alternative Dispute Resolution (ADR) Submission Fee: £150 per dispute.** This covers the hours spent formatting the inventory, check-out report, contractor invoices, and submitting the formal evidence bundle to the scheme adjudicator.

Inventory & Check-In Fees

- **Inventory & Check-In Fee:** Framed as *"At cost dependent on property size (typically between £120 to £280), dynamically quoted prior to instruction."*



Major Works / Project Management Fee

- **Major Works Fee: 10% to 12% of the total net contractor invoice value** for any single maintenance item or refurbishment project exceeding **£1,000**.

Non-Resident Landlord (NRL) Tax Administration

- **Overseas Landlord Tax Administration Fee: £50 per quarter or £150 annually** to cover the administrative processing and accounting submissions to HMRC.

The "Sale of Property to Tenant" Clause (Asset Protection)

- **Sellers Commission: 1.5% of the final agreed sale price** if the property is sold directly to any tenant, occupant, or associated party originally introduced by Amber Marsh.

A. Rent Review Fee (Essential)

- **Rent Review Fee: £240**. Charged when the agent is required to review market conditions, advise the landlord, and formally draft and serve a statutory notice to alter the periodic rent value.

Property Licensing Inspection Surcharge (Highly relevant for student markets)

- **Additional Licensing Inspection Fee: £100 per visit**. Charged if additional property inspections are strictly mandated under local authority licensing conditions, over and above standard routine quarterly management visits.

Early Surrender Administration Fee

- **Mutual Tenancy Surrender Fee: £360**. Charged to the landlord to cover the legal paperwork and termination negotiations if both parties mutually agree to dissolve the periodic agreement outside of statutory tenant notice periods.

Key Cutting Administration Surcharge

- **Key Management Surcharge: £20 per set**. Charged to organize, cut, and log additional or replacement property keys or fobs required by the landlord or occupants.

The Landlord Withdrawal Fee (Essential Asset Protection)



- **Landlord Withdrawal Fee: £450.** Payable by the landlord if they formally withdraw their instruction after the agent has successfully secured a suitable tenant application that passes standard background and credit referencing checks. This covers administrative, marketing, and third-party referencing platform outlays.

Value Added Tax (VAT)

All fees and charges outlined in this Fee Schedule are exclusive of VAT. At the date of executing this contract, the Agent is not registered for VAT and no tax is levied. The Landlord explicitly agrees that if the Agent becomes registered for Value Added Tax at any point during the term of this instruction or during the lifecycle of the tenancy introduced, VAT at the prevailing statutory rate (currently 20%) shall immediately become payable by the Landlord on all fees, minimum fee guarantees, and charges due under this agreement from the date of the Agent's VAT registration forward.

Complaints Procedure

Should you experience any problems or dissatisfaction with Amber Marsh Limited service, you should email the Director directly at support@ambermarsh.co.uk. Your complaint will be formally acknowledged within three working days of receipt and a thorough internal investigation undertaken. A formal written response will be sent to you within 15 working days.

If you remain dissatisfied with the outcome, you should write directly to our Director of Customer Services and Compliance (DCSC) at support@ambermarsh.co.uk, where the same response timelines will apply. Following the DCSC independent review, a final written statement expressing Amber Marsh Limited' ultimate view and any formal offer will be sent to you. This letter will confirm that you are entitled, if still dissatisfied, to refer the matter for a free, independent review to the University of London Housing Service (ULHS) or The Property Ombudsman (TPO) within six months of our final view letter.

Amendments

Amber Marsh Limited reserves the right to amend this schedule of fees and terms of business upon providing reasonable prior notice to clients in writing.

RENT RATES QUOTED WEEKLY: Mathematical Calculation Convention

All property prices quoted on our web portal represent the cost for the WHOLE property and are calculated strictly as **POUNDS PER WEEK** (£/week). For example, if a listing states £300, the rent for that entire property is £300 per week. If the property accommodates two sharers, the cost splits to £150 per week each.

⚠ BEWARE! Remember to calculate your monthly rent correctly. In the UK, £100 per week is NOT £400 per month, because a calendar year contains exactly 52 weeks, not 48. Monthly rent follows a



strict legal and mathematical standard formula across the UK letting industry:

Monthly Rent = (Weekly Rent Price × 52 Weeks) ÷ 12 Calendar Months

• Example Calculation: If the weekly property rent is £100 per week:

£100 × 52 weeks = £5,200 (Total Rent for the Full Year)

£5,200 ÷ 12 months = £433.33 per Calendar Month

Effectively, because months vary in length, an individual month averages exactly 4.33 weeks.

Paying rent on a fixed monthly basis averages out your costs perfectly so that you pay the exact same amount every month, regardless of how many days or weeks fall into that specific month.

