

TENANT GUIDE AND FEES

Terms and Conditions of Application - Subject to Contract

TENANT CHARGES

Tenancy Agreement fee	£200
Reference fee (per tenant)	£45
Extending the tenancy after the initial term expires	£100
Amendment of tenancy agreement to include a change of tenant	£500
Inventory (see notes)	

ADDITIONAL CHARGES

An administration charge will be made for each time a tenant is added or charged on a tenancy agreement. This will cover the cost of the administration included in drawing up a new tenancy agreement, registering the deposit and having the references approved by the landlord.	£500
An administration fee will be charged for each letter sent by Cluttons regarding late or non-payment of rent or administration charges.	£40
An administration fee is payable when a Direct Debit has been returned unpaid by the bank marked 'Refer to payer' or a payment has been received as a result of you failing to cancel your Standing Order prior to the end of your Tenancy.	
The cost will be added to your account for the unpaid Direct Debit or for reversal of a rent payment	£15
A charge for taking payment from a company debit card or credit card of the total amount paid.	2%

VAT: All charges levied by Cluttons are inclusive of VAT. If any charges remain outstanding at the end of the tenancy, Cluttons will deduct the amount due from the deposit.

Reservation Fee

At the commencement of the Tenancy the Reservation Fee, less the Referencing Costs, will be refunded to you by means of a credit against the first month's rental payment which will be detailed in your offer confirmation letter.

Should you fail to complete the reference forms, withdraw from the proposed Tenancy prior to entering into the Tenancy Agreement, or the Landlord is forced to withdraw as a result of references which are not forthcoming or which are not reasonably considered satisfactory, you will be liable for the reasonable costs incurred by the Landlord or his Agent, which will be first deducted from the reservation fee.

These costs will include the following:

- Cost of re-advertising the property to let
- Cost in lieu of rent of keeping the property empty and not offering it to other applicants
- Cost of the preparation of the Tenancy Agreement and other pre-tenancy documents.
- Cost of any references sought
- Cost of any cancellation fees charged by inventory clerks
- Cost of any repeat cleaning required prior to the start of a future new tenancy

In the event that the Landlord withdraws from the proposed tenancy for reasons other than those described above or without other good cause you will be entitled to the return of the Reservation Fee in full less the cost of referencing.

Before the Tenancy can proceed and for the purpose of the Money Laundering Regulations 2007 we require photo ID in the form of a passport or driving licence and verification of your current address. If a guarantor is required to support your application, an additional reference fee will be due and photo ID and address verification will likewise be required.

Should the Landlord agree upon your request, to release you from the Tenancy before the end of the term you will be responsible for the repayment of the pro-rata commission payable in advance by the Landlord to Cluttons for the unexpired portion of the Tenancy, unless you are exercising a break clause contained in your Tenancy Agreement.

Check-In and Check-Out

Cluttons will be instructed by the Landlord as to what arrangements are to be made for the inventory. Unless agreed otherwise, the Tenant is liable for the check-out cost and the Landlord will be responsible for the cost of the inventory and check-in. The Tenant is also responsible for the cost/expense of any missed appointments. Costs will vary depending on the size of the property. We advise you to make yourself available for the check-in and check-out. Dependant on the size and furnishing of the property inventory. Charges will be between £85 and £160.

References

Cluttons employ a third party referencing agency to carry out reference checks. The process may take several days after you have completed the forms. You agree that the application and report may be passed onto the Landlord(s) so that an informed decision can be made as to whether a Tenancy shall be granted. You are responsible for the cost of obtaining a reference.

Employment

You must have been employed continuously for the last six months and passed your probation period and be permanently employed. If this is not the case, or you are on a fixed term contract expiring before the end of the Tenancy or self employed with less than one year's audited accounts, we may still be able to proceed, but we will require a UK based guarantor or for 6 months rent to be paid in advance.

Early Release Clause

You may be liable for charges if there is an early release clause in your tenancy agreement which you wish to exercise. The tenant shall be required to meet any costs incurred by the Landlords in finding and approving an alternative tenant which will consist of 12% of the new annual rent, calculated on a pro-rata basis, and an administration cost of £600 to £900 including VAT. The tenant may also be required to compensate the Landlord for any shortfall in rent.

Deposit

A minimum deposit of six weeks rent must be paid in cleared funds when you sign the Tenancy Agreement and it is held by Cluttons as Stakeholder for the duration of the Tenancy unless agreed otherwise. Where applicable Cluttons will register the deposit monies with a Tenancy Deposit Protection Scheme on behalf of the Landlord, as detailed below.

The Dispute Service Ltd PO Box 1255
Hemel Hempstead Herts
HP1 9GN
T: 08452667837
F: 01442253193
E: deposits@tds.gb.com
www.thedisputeservice.co.uk

If the Landlord has given permission for pets to be kept then an additional Deposit of two weeks rent may be required. This sum may vary according to the requirements of the Landlord and the number and size of the pets to be kept at the property.

All deductions must be agreed in writing by both Landlord and Tenant at the end of the Tenancy. The Tenancy is between the Landlord and the Tenant, and therefore, Cluttons is not liable for any deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by Cluttons.

Payment of Rent

Cluttons will collect the first months rent which must be in cleared funds when you sign the tenancy agreement and before you take occupation. Occupation will not be granted until all monies required have been paid in cleared funds, receipt confirmed by Cluttons accounts (open Monday to Friday 9am – 5.30pm). Thereafter, rent is payable by direct debit (if Cluttons collect the rent or manages the property) or Standing Order direct to the Landlord if Let Only. The rent is to arrive on the due date as stated in the tenancy agreement. This means that the funds must leave your account 3 days before the due date.

Note – we require one monthly payment. We will not accept split payments between tenants.

Management of the Property

At the start of the tenancy we will advise you who is responsible for managing the property. If we are not managing the property we are unable to authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. If Cluttons are managing the property, we may have to obtain the Landlords consent before proceeding with a repair.

Where we manage a property and hold keys, we will normally provide access to Cluttons contractors (with your permission). However where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

Utilities

Under the terms of any Tenancy, you are responsible for the payment of telephone, gas, water, electricity accounts and council tax at the property during your tenancy. It is your responsibility to notify the relevant utility suppliers and the local authority that you are moving into/out of the property. You are also responsible for ensuring that there is a valid television licence for the duration of the tenancy. Utility companies may also require the occupant to provide access for any visit.

Note - Telecommunications companies will not accept instructions from anyone other than the account holder.

As required you authorise Cluttons in anticipation of any Tenancy to release any of your details to any appropriate third party to facilitate the granting of any Tenancy and your occupation of the Property and/or the cessation of any liabilities including Water Rates and other Charges at the conclusion of the Tenancy.

Insurance

It is your responsibility to insure your own belongings for the duration of the Tenancy. You are also advised to obtain insurance against any liability you may have for damage to the Landlord's fixtures and fittings and/or the Property.

Moving-Out Checklist

You acknowledge that at the end of Tenancy you must:

- Have the property professionally cleaned to the same standard as recorded in the inventory at the time of check-in
- Replace any non-working light bulbs
- Dry clean fabrics/curtains
- Professionally steam clean all carpets (if pets have been present then a de-infest treatment is required)
- Read the meters and notify the utility suppliers for final bills and make payment
- Tend to any garden/garage/driveway
- Cancel your rent standing order
- Cancel any milk or newspaper deliveries and redirect your mail
- Make good any damage whatsoever
- Return all the keys/parking fobs/permits to the Inventory clerk

Taxation

If you pay rent directly to your Landlords bank account and your Landlord is resident overseas, you will be responsible for applying the provisions of the Inland Revenue scheme for taxing UK rental income and visit their website <http://www.hmrc.gov.uk/index.htm> for further information. These provisions do not apply if you are paying your rent to Cluttons.

The property is taken as seen and the Tenant must satisfy him/herself with condition and the facilities.

Stamp Duty and Tax

You have a legal responsibility to pay the costs of the Stamp Duty Land Tax which may be incurred during the term of your tenancy if the Rent exceeds the threshold. Please refer to <http://www.hmrc.gov.uk/index.htm> for full details.

Amendments

Cluttons reserves the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.