

TENANT'S TERMS AND CONDITIONS



Holding Deposit

A holding deposit of two weeks rent is required prior to the property being taken off the market. If for any reason you decide not to go ahead or your references are not acceptable, the holding deposit and administration fees will be retained. It will otherwise be offset against the first rent and full payment. If for any reason the landlord(s) decide not to proceed with the prospective letting after we have applied for your references, our administration fees will be payable.

How to Rent Checklist for renting in England

The tenant confirms receipt of electronic copy/link to the government's How To Rent Checklist for renting in England. www.gov.uk/government/publications/how-to-rent.

References (£150 per tenant & £96 per guarantor incl. VAT)

We require the following references as necessary:

- Bank; employer; previous employers; college; landlord and previous landlord.
- Copy of ID (Passport, driving licence) and proof of current address for all tenants.
- Guarantor (where applicable, must be a UK home owner); guarantor's employment; bank; property ownership documents and photographic ID
- A 'soft' credit search will be applied for via a credit agency. A 'soft' credit search will not leave a footprint on your credit rating. With soft search, lenders will let you know whether they are likely to approval you for a credit card or loan etc. without leaving a mark on your credit score.
- If a bank reference is required, there is a charge made by your bank or building society for the reference. It must be paid by you. We will issue each tenant with a form to give to the bank. We do not write to the bank.

All references must be received by Paul Simon at least 48 hours before you are due to move into the property. It is the prospective tenant's responsibility to chase them. Should we begin referencing and the landlord(s) decide not to proceed for whatever reason, our administration fees will still be payable.

Right to Rent

Right to Rent checks must be carried out prior to the start of Tenancy Agreement in line with government legislation. We strongly suggest that the check is carried out within the first few days of placing the holding deposit. By Appointment Monday to Friday between 8.30am and 4pm only, Saturday 9am to 3pm.

Deposit (6 weeks rent)

A deposit equivalent to six weeks' rent must be paid in cleared funds prior to signing the Tenancy Agreement in accordance with the Tenancy Agreement. Where applicable, Paul Simon will register the deposit monies with a Government accredited tenancy protection scheme on the landlord's behalf.

Payment of Rent

The rent in cleared funds are due in advance of the rent due date as specified in the Tenancy Agreement. Note that standing orders or payment plans must be set up so that the funds leave our account three days before the rent is due. Rent will to be paid by standing order from ONE account. No personal cheques or cash accepted.

A minimum of the first instalment of Rent must be paid as cleared funds prior to signing the Tenancy Agreement.

Tenancy Agreement

You will be asked to sign a 12 month contract. Paul Simon must be informed of all adults and children who will be residing at the property. Balance of rent/deposit must be cleared funds into the specified account prior to the tenancy agreement being issued for signatures. Tenancy Agreements will be available for signing via DocuSign.

Check out (£150 incl. VAT)

Upon vacating a property, a checkout fee will be payable which covers the cost of a checkout inspection carried out at the property, with report submitted to the landlord for approval prior to the damages deposit being released.

Change of Tenants (A reservation fee equivalent to two weeks rent + £150 incl. VAT per tenant & £96 incl. VAT per guarantor (if applicable) administration fee will be payable)

If there is to be a change of tenant(s) at the end of or during the tenancy and written consent is received from the landlord that we may proceed with a prospective new tenancy, a non refundable reservation fee equivalent to two weeks rent will be required to reserve the property off the market whilst references are being carried out. In addition administration/referencing fees of £150 per tenant and £96 per guarantor (if applicable) will be required.

Upon approval of references, a new damages deposit equivalent to six weeks rent, plus the balance of the first month's rent (minus the reservation paid in advance) will be payable prior to the Tenancy Agreement being issued. Where applicable, Paul Simon will register the deposit monies with a Government accredited tenancy protection scheme on the landlord's behalf.

Renewal of Tenancy (£150 per tenant and £96 per guarantor incl. VAT)

Please contact us in advance if you wish to renew your tenancy. If the tenancy is renewed, we will make a charge of £150 (incl. VAT per tenant & £96 incl. VAT per guarantor) to prepare the relevant paperwork for the renewal of tenancy.

Early Termination Cost

Should you wish to terminate your tenancy before the end of the term and the landlord agrees that you can terminate early, you will be responsible for the repayment of the pro-rata commission fee paid in advance by the landlord of the unexpired portion of the tenancy, unless you are exercising a break clause which is contained in your Tenancy Agreement. You will continue to be liable under the terms of the tenancy until new tenants are secured to take occupation.

Upon vacating the property, a checkout inspection will be carried out at the property with report submitted to the landlord for approval prior to the damages deposit being released.

Arrears Fee (£25 (incl. VAT per letter)

To pay a £25 fee being the reasonable costs of the Landlord for each letter the Landlord, acting reasonably, has to send to the Tenant concerning breaches of the Tenancy Agreement.

Pets

No Pets are allowed

Utilities

It is the tenants' responsibility to inform all utility companies including Council Tax, water, gas, electricity, TV Licence and telephone that they are moving in.

Management of the Property.

At the start of the tenancy, we will advise you who is responsible for managing the property. This is not always Paul Simon. Where we are not managing the property, we cannot authorise any repairs or maintenance or guarantee the speed at which the repairs will be carried out. Where we are managing the property, we may have to obtain the Landlord's consent before proceeding with a repair.

Where Paul Simon manage a property and hold management keys, the tenant will be given sufficient notice if access is required into a property. Tenants will need to inform Paul Simon if they want to be present when works are taking place. If Paul Simon does not hold keys or the contractor is not willing to collect keys, it is the tenant's responsibility to provide access.

Amendments

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

VAT

All our fees are subject to VAT which is currently charged at 20%.

Anti-Money Laundering Regulations

We are required by the Money Laundering Regulations 2007 to undertake enquiries at the outset of our agreement (and possibly at later stages also) to ensure that we have ascertained and verified the identity of our Client, and have

understood the source of all funding to be used by you in any transaction. We will discuss with you the materials we need you to provide us and may also use an online ID verification website for Anti-Money Laundering purposes. I/we confirm that I/we have read all the terms and conditions set out and agree to pay

£ _____ as a holding deposit to remove _____

from the rental market whilst references are being sought.

Conditions: I / We will take the Property as seen

Taken on behalf of *Paul Simon* by: _____

Preferable move in date: _____

(Subject to References)

BALANCE DUE ON OR BEFORE MOVE IN DATE:

(Bank transfer or Building Society cheque) made payable to *Paul Simon Estate Agents*.

Rent in advance:	£ _____
Damages Deposit:	£ _____
Total Administration Fee:	£ _____
Sub Total:	£ _____
Less Holding Deposit:	£ _____
Less Admin fee:	£ _____
*TOTAL:	£ _____ *

All tenant application forms must be completed in full within 48 hours of placing the holding deposit – failure to do so will result in the property being placed back on the market. We also require all tenants full contact details and guarantors (where applicable) within this time frame.

Tenant/s Signature/s:

Date

* Total balance due must be paid via Bank Transfer and received within 48 hours of proposed occupation. Our bank details are: Royal Bank of Scotland, Sort Code: 16-00-15, Account Number: 23130869, Name of Account: Paul Simon Est Clts. Please use property address as reference.