



**Do not sign this document without reading it. When you sign this document, you are agreeing to all the conditions in it. Make sure it contains everything you want to agree to and nothing that you do not want to agree to.**

## 1. AGENTS & REFERENCE FEES

Before references are applied for the tenant/s is/are required to pay an Agent's fee of £135.00 (£112.50 + VAT). A further fee of £120.00 (£100.00 + VAT) is payable for each referenced person including a Guarantor. It should be noted that these fees do not form any part of the tenancy agreement in terms of rent collection or deposit. **These fees are strictly non-returnable except in circumstances where a Landlord withdraws.**

## 2. CONTRACT FEE

On signing the Tenancy Agreement a Contract fee of £120.00 (£100.00 +VAT) is payable.

## 3. TENANCY AGREEMENT

The agreement will be an Assured Shorthold Tenancy. Both tenant(s) and landlord(s) are expected to adhere rigidly to the terms of the agreement without exception. Sample copies of the agreement are available for perusal prior to commencement of the tenancy, as the tenant you are liable for all services connected to the property: i.e. Electric, Water, Gas, Telephone. Although telephone points and TV aerial or cable points may be present there is no guarantee they are live and it is the tenants responsibility to make these active if required.

## 4. REFERENCES

It is our policy to obtain the following references: tenant's employer, past landlord and banker/credit and to make any reasonable enquiries into the tenant/s affairs with a view to assessing the tenant/s credit and trustworthiness before a tenancy is granted. Should any reference prove unsatisfactory or for any other reason, the landlord (or agent, acting on behalf of the landlord) reserves the right to terminate the tenant's application to rent, at any time prior to the signing of the tenancy agreement. **Please note that the granting of the Tenancy is SUBJECT TO CONTRACT.**

## 5. DEPOSIT

The deposit is held for the duration of the tenancy by either The Deposit Protection Service. When the tenant/s vacates the property the landlord and/or agent shall inspect the property to assess the condition. If any damage is found, or cleaning is required, the landlord may ask for rectification out of the deposit; this includes any other outstanding costs due to either the Landlord or Agent. It should be noted that any outstanding rent may also be deducted from the deposit on the expiry of a tenancy. All prospective tenants are required to pay one months rent in advance and a deposit at least equivalent to one and a half month's rent against dilapidation's, to be paid to the agent. If the Landlord agrees that a pet(s) is allowed into the property the deposit will be equivalent to two months rent. The deposit is payable by Debit card, Credit card (there is a charge of 2.5% of the Total amount if a credit card is used) or Bankers Draft. We do not accept payment by Cash, Diners Club or American Express. Bankers drafts should be made payable to Carters Property Management Ltd, by the day of completion at the latest; or by personal cheque to be received a minimum of ten working days before tenancy commencement. At no time during the Tenancy can the deposit be used to pay rent. If the commencement of the tenancy is taking place more than one week after receipt of references, then a holding deposit will be required immediately the references are received, at the commencement of the tenancy these monies will form part of the Tenancy Deposit. The deposit will be returned within 10 working days (after confirmation that all utility bills have been settled) if there are no deductions. If the amount of deposit to be returned is disputed by any party (Agent, Landlord or Tenant), then the dispute will be handled in accordance with the terms of the Deposit Protection Service.

## 6. CHARGES

Once a tenancy has commenced it is the responsibility of the agent, when acting in a management capacity and acting on the landlord's behalf, to ensure that the let proceeds smoothly. This service includes rent collection, inspecting the property and ensuring the terms and conditions of the tenancy agreement are strictly observed by the tenant/s. Should the tenant/s fail to comply with the tenancy agreement Carters Property Management Ltd will charge the tenant/s for the additional work involved. Specific charges including VAT at the prevailing rate are:

- a) Renewing Tenancy Agreement on existing occupied property (includes issuing relevant Housing Act Notices and comprising new Tenancy Agreement). £120.00 (£100.00 + VAT)
- b) Granting of a periodic tenancy on existing occupied property at the end of a fixed term. £100.00 (£83.34 + VAT)
- c) Letters to the tenant/s for any breach of the tenancy agreement including rental payments received after the due date £46.00 (38.33 + VAT)
- d) Returned cheques or standing orders. £21.00 (£17.50 + VAT)
- e) Arrangement of maintenance for which you are responsible during your tenancy, maintenance/repairs due to damage caused by tenant(s), arrangement of cleaning required to satisfy inventory at end of the tenancy. (Cost is per every separate arrangement and we reserve the right to employ cleaners should we consider it necessary). £60.00 (£50.00 + VAT)
- f) Re-inspecting of premises to satisfy inventory at end of tenancy (cost is per every re-inspection required). £90.00 (£75.00 + VAT)
- g) Furniture must be left in original places (as per inventory) at the end of the tenancy or a charge will be levied. £57.00 (£47.50 + VAT)
- h) Rental payments received after the due date. Work carried out beyond letter writing. £62.00 (£51.67 + VAT)
- i) Letter and/or telephone call for non return of inventory. £31.00 (£25.83 + VAT)
- j) Written Landlord and Mortgage references. £52.00 (£43.33 + VAT)
- k) Release with your Landlord's agreement from fixed term tenancy before the expiration of the agreement £360.00 (£300.00 + VAT)

Carters Property Management Ltd reserve the right to alter any fees charged from time to time and will publish any changes in our Terms & Conditions, which will be available on our web site at:

<http://www.cartersrentals.com/TCManaged.pdf>

## 7. INSURANCE

It is essential to the granting of a tenancy that the Landlord or his Agent considers that adequate Insurance is held by the Tenant/s to cover accidental damage to the Landlord's fixtures and fittings prior to the commencement of the Tenancy the cost of which to be borne by the Tenant/s.

## 8. PAYMENT OF 1<sup>ST</sup> MONTH RENT AND DEPOSIT

Payment of the first month rent and deposit can be made by Debit card, Credit card (there is a charge of 2.5% of the Total amount if a credit card is used) or Bankers Draft. We do not ordinarily accept payment by Cash but if you pay by cash then a £10.00 administration charge applies. Diners Club and American Express **are not accepted**. Cheques can only be accepted 10 working days **BEFORE** the commencement date of the tenancy. The signing of the Tenancy Agreement will take place at our offices at: 59 High Street, Stony Stratford, Milton Keynes, MK11 1AY, at a time to be determined. **Appointments to move in can only take place on Monday to Friday 9.30am to 4pm. If arrangements have to be made at the request of the tenant(s) for an appointment outside these times then we will try to accommodate but an additional fee of £60.00 (£50.00 + VAT) will be charged, payable to Carters Property Management on the day of check in. These times and charges also apply to appointments for renewals of existing tenancy agreements.**

## 9. CHECK OUT PROCEDURE

Before the end of your tenancy you will be sent clear instructions regarding the check out procedure. The property will need to be handed back in the same condition that it was in at the commencement of the tenancy with the exception of 'fair wear and tear'. If keys are not returned by the due date you will be charged rent at a daily rate until they are returned and we reserve the right to have the locks changed at your expense. **Please note that you will not be permitted access to the property for any reason once your tenancy agreement has come to an end.**

## 10. CORRESPONDENCE

Where you have furnished us with an email address we will, where appropriate correspond with you by email. Please ensure that you regularly check your emails and that we hold your current email address.



# Acceptance of Terms & Conditions

For managed properties

I/we hereby authorise Carters Property Management Ltd to apply for references and make any necessary enquiries to assess my/our suitability for rental purposes. I accept the terms and conditions of rental laid out herein should my application to rent prove successful. **I/we hereby irrevocably agree that any of the charges set out in Section 6 may be deducted from my/our deposit if they have not already been paid.**

Tenant(s) full name

Tenant(s) Signature

Date

Tenant(s) current address

Post Code  Phone No(s).

Guarantor? Y/N  Name

Phone No.

**Carters Rentals acknowledge receipt of £  including VAT Agent's/reference fee from**

Name

In respect of address

Post code

Agents signature  Date

Target commencement date  Term

Break Clause Y/N

Monthly rent  Deposit

**Total of deposit, first months rent & Contract fee of £120.00 =**

Booked viewing  Did viewing