



Cauldwell

TERMS AND CONDITIONS OF RENTING A PROPERTY THROUGH CAULDWELL PROPERTY SERVICES LIMITED

**PLEASE RETURN THIS FORM SIGNED BY ALL TENANTS ALONG WITH ALL
APPLICATION FORMS TO OUR OFFICE AT:**

350 Avebury Boulevard, Central Milton Keynes, Milton Keynes, MK9 2JH – (T) 01908 304480, or
(E) info@cauldwellproperty.co.uk

Subject to Contract, Vacant Possession and/or any Completed Works

**Please read these terms carefully as all tenants must then sign the declaration at the end and
return one copy with an application form, before referencing can commence.**

To submit an application for a property you have viewed, please do the following:

- *Complete and sign all documents (Terms & Conditions & Initial Application Form)*
- *Supply copies of identification i.e. Passport /driving licence and any required document to confirm your right to rent in the UK*
- *Proof of current residency i.e. utility bill (NOT Mobile Bill) within 3 months.*
- *Make the reservation fee payment which must be paid when you submit your application forms to cover the cost of your references, inventory preparation and the preparation of your legal documentation.*

Please be advised that you will need to submit your application in person at Cauldwell Property Services so that we can verify your identification.

The reservation fee which must be paid when you submit your application form is used to contribute to the cost of your references, our administration, inventory preparation, protection of your deposit with the DPS and the preparation of your legal documentation.

Fees are as follows:	Per Person:	£300.00 Inc. VAT
	Two People:	£360.00 Inc. VAT
	Per Guarantor:	£60.00 Inc. VAT
	Company Lets:	£420.00 Inc. VAT

To pay our Administration fee only via BACS, please use the following bank details:

Cauldwell Property Services LTD Barclays Bank Account Number: 80871745 Sort Code: 20.41.12

Please use the number and first three letters of the property address followed by the word “admin” as your transfer reference.



The Vizion
350 Avebury Boulevard
Central Milton Keynes
MK9 2JH

Sales & Lettings: 01908 304480
Email: info@cauldwellproperty.co.uk
www.cauldwellproperty.co.uk

1. The property will not be let to other tenants for a period of two weeks (**subject to landlord's agreement**) during the referencing process, after that time, the property will be remarketed as usual.

If you would like to keep the property off the market after the initial two weeks, you can hold it for a further agreed time (Subject to contract and the landlord's permission) with a holding fee for the sum of rent for the agreed time period (i.e. keeping the property off for a further month = one (1) month's rent to hold the property). The holding fee is non-refundable and will be paid to the landlord in full if you fail to move into the property upon the expiry of your holding fee. Please note that if you are moving into a property which is not available to move into within two weeks a holding fee will still apply, however *ONCE YOU HAVE MOVED INTO YOUR PROPERTY ANY EXTRA HOLDING FEE PAID WILL BE USED TOWARDS YOUR FIRST MONTHS RENT OR DEPOSIT.*

Where a further holding fee has not been received and the two week time period has lapsed we will remarket the property. If the property is let to another tenant after the two weeks, you forfeit your referencing fee. A company called Homelet – a well respected and independent referencing company, will carry out the referencing process.

2. To avoid disappointment we would strongly suggest that you complete an application form and pay the reservation fee as quickly as possible. Tenants can only be checked into a property when all fees have been paid and this applies even if satisfactory references have been received. **On the date of checking into the property we must be in receipt of cleared funds to cover the rent owed and the deposit amount. Due to money Laundering Regulations all funds are to be paid by building society cheques, bankers draft or by B.A.C.S transfer (we do not accept any card or cash payments). Receipts for these amounts will always be available if requested. PLEASE NOTE IF YOU ARE PAYING YOUR RENT IN ADVANCE YOU MUST PROVIDE BANK STATEMENTS AS PROOF OF YOUR MONIES TO COMPLY WITH THE MONEY LAUNDERING REGULATIONS 2007. Please note we have a legal obligation to report any tenants to the Local Authority whom we suspect of money laundering.**
3. Once we are in receipt of satisfactory references our staff will contact you to confirm a move in date and book an appointment to finalise paperwork.
4. We reserve the right, without explanation and at any time, to refuse you a tenancy of certain, or all of the properties on our books. Our decision will be final and binding, and because of the requirements of the Data Protection Act we cannot enter into any discussions or explanations on any such decision. Your reservation fee will, if cleared funds, be refunded to you within two weeks of such decision subject to the following possible deductions:-
 - (i) **If full references cannot be obtained, your application will fail and your administration fee will not be refundable.**
 - (ii) **If the result of the referencing is a failed application due to adverse information not previously advised at the application form stage, your administration charge will not be refunded. Please note that this also applies to any guarantor references, and the deduction must be made even if it transpires that the applicant had no prior knowledge themselves of such adverse information.**

(iii) If you decide, for whatever reason, not to proceed with the tenancy after references have been applied for and/or tenancy agreements have been drawn up, your administrative charge will not be refunded.

If the landlord decides to withdraw the property before contracts have been signed, your administration fee will be refunded in full via BACS.

5. Please note that any repayments of reservation fees or deposits or any other monies at any time by Cauldwell Property Limited will be made by BACS.
6. The deposit will be protected by Deposit Protection Service in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com. We will not pay you any interest for this amount. The amount of deposit is one and a half months rent and this must be paid in cleared funds prior to check in.
7. Appointments to move into the property can only take place on Monday to Friday within office hours (9.00 – 17.30 with an agreed time).
8. The deposit can also be used at any time in respect of any outstanding fee's due to your landlord or Cauldwell Property Services LTD (as set out in your tenancy agreement), no matter how or so ever arising
9. On the day of moving into your property, you will need to bring further monies to cover any other fees (see clauses above) and between one (1) month and one and a half (1 ½) month's rent depending on the exact tenancy commencement date. Our staff will confirm to you verbally or by email the exact amount payable by you and if time permits will also advise you in writing. **Please note these monies must be paid by BACS, building society cheque or bankers draft, personal cheques or cash will not be accepted.**
10. In order to avoid additional costs under no circumstances will tenants be checked into a property unless and until:-
 - (i) All necessary fees and payments have been made in full and by way of cleared funds.
 - (ii) All tenants **including any guarantors** are able to sign the necessary legal documentation in person before the legal commencement of the tenancy i.e. taking up authorised occupancy.
11. If your references are not acceptable, a guarantor may be required (**subject to the landlord's permission**). In this instance the guarantor must complete an application form, sign the terms and conditions, sign a deed of guarantee, be available to sign your Assured Shorthold Contracts in our office and must live within the United Kingdom. ***A fee of £60.00 inc. VAT will be required for each guarantor and must be paid in cleared funds before we can proceed with referencing.***
12. Tenancy Agreements will be drawn up for a period of time agreed with you, though the initial term will usually be six months. Assuming that the tenancy has been conducted satisfactory, that your Landlord is prepared to renew your tenancy at the end of the initial fixed period and that you want to take advantage of such a renewal, then you will normally be offered a Renewal Tenancy and asked to complete a new tenancy agreement and any other necessary formal papers.
13. If a renewal is to be offered at the end of the fixed term (or earlier by mutual agreement) we will discuss this with you and a letter will then be sent formally making such an offer to you. All

tenants must sign and return one copy of this letter and at the same time forward a cheque, cash or arrange to transfer the monies in respect of the fee, which will be quoted to you. **This is currently £60.00 inc.VAT.** Should you decide to rent a different property through Cauldwell Property Services Ltd, the administration fee will then be **£120.00 inc.VAT.**

14. Should you require a written reference from Cauldwell Property Services Limited at the end of your tenancy, there is a **£36.00 inc.VAT** administration fee. A reference maybe required for alternative letting agents or when applying for a mortgage. There is no fee for a verbal reference.
15. Rental payment dates will always be the first of every calendar month in advance of your stay and tenants are expected to make necessary arrangements to ensure that rents can always be paid on time. **Rents must always be paid by standing order**, a form for this will be issued to you at the check-in, which must be completed and returned to your bank. If Cauldwell Property Services have not received the monthly rent by the 1st of each month, there will be a charge of **£11.75 inc. VAT** each time a letter is sent to you to remind you of the arrears.
16. You must vacate the property before a check out can be carried out. A Cauldwell Property Service representative will attend the property to deal with the check-out, agree the inventory and discuss any deductions to be made in respect of undue wear and tear, cleaning etc. All keys must be handed to the Cauldwell Property Services office before the checkout can take place. You must hand deliver all the keys for the property to our offices. The full rent will continue to be payable until we receive the keys. If we do not receive the keys after two days after the end of the tenancy we will change all locks in which you will incur the costs. These costs will be deducted from your deposit.
17. The charges mentioned have exactly the same interpretation and application in respect of the check-out arrangements, when the tenants vacate the property, as they did for the checking-in process. Any additional fees chargeable as a result of the enactment of any of these provisions will be deducted from the damages bond. If this is insufficient to cover such charges the tenants will remain personally liable to Cauldwell Property Services Limited.
18. Provided all matters are in order and any deductions are agreed and covered by the amount of the damages bond held and your final utility bills are proven as paid or transferred to your new address, you can normally expect the return of the net balance due from the original damages bond within approximately two working weeks of the date on which you vacated the property.
19. Damage bonds will be returned by the Deposit Protection Service. Bonds cannot be returned unless a forwarding address has been given.
20. Unless otherwise agreed and confirmed by Cauldwell Property Services Limited in writing, tenants are liable for all payments in respect of gas, electricity, water, cable services and any other utilities and supplies to the property, including all telephone charges. Additionally, by law, tenants must register for Council Tax no matter how short the intended duration of their tenancy. **Final utility bills showing the amount as zero or the amount transferred to your new address must be provided once the property has been vacated before the deposit can be released.**
21. Where a Landlord agrees that a pet is acceptable at the property an additional and **separate non-refundable fee of £200.00 will be payable, this is a fee allowing you to keep a pet at the property.** At the end of the tenancy the carpets, curtains and any upholstery will be cleaned and

fumigated at an extra cost. You must keep your pet(s) under proper control. Pets will not be accepted in any leasehold properties unless the freeholder agrees in writing.

22. Smoking is absolutely prohibited in the property.

Cauldwell Property Services LTD are members of a Client Money Protection Insurance through ARLA (Association of Residential Letting Agents) of which we are a Licenced Member and offer independent redress through the Property Ombudsman Scheme. Please find below our fee list:

Tenancy Set Up Fee	Per Person:	£300.00 incl. VAT	£250.00 + VAT
	Two People:	£360.00 incl. VAT	£300.00 + VAT
Company Lets:		£420.00 incl. VAT	£350.00 + VAT
Each Guarantor		£60.00 incl. VAT	£50.00 + VAT
Renewal of Tenancy		£60.00 incl. VAT	£50.00 + VAT
Renewal of Tenancy with new Property		£120.00 incl. VAT	£100.00 + VAT
Written Reference		£36.00 incl. VAT	£30.00 + VAT
Arrears Letters Each		£11.75 incl. VAT	£9.79 + VAT
Copy paperwork Per Item		£6.00 incl. VAT	£5.00 + VAT
Non Attendance for Arranged Appoint.		£36.00 incl. VAT	£30.00 + VAT
Pet Fee		£200.00	

Money Laundering Regulation 2007 (please return photographic identification of yourselves)

To comply with Money Laundering Act 2007, please supply a current copy of photographic identification of yourselves i.e. current passport/ full photocard driving licence or one document from List A and one document from List B which must be held on our files. This requirement is mandatory and needs to be supplied as soon as possible. For further information on the Money Laundering Act please contact www.opsi.gov.uk.

List A - Current valid full passport, State Pension or Benefit book, HMRC tax notification, NHS Medical Card.

List B - Utility bill up to 4 months old, current years Council tax bill, Mortgage statement up to 12 months old.

INITIAL APPLICANT'S INFORMATION

Please provide your basic details for an initial decision, if successful your application form will need to be completed online through HomeLet, who will be conducting the referencing checks on behalf of your landlord. HomeLet is part of the Barbon Insurance Group and for the purposes of this application, Barbon is the Data Controller as defined in the Data Protection Act 1998 (the "Act").

PERSONAL INFORMATION

- Name(s) & Current Address of all applicants:

App 1: _____

App2: _____

- Email Address of ALL applicant(s):

- Age of each applicant:

- Do you have any pets: YES _____ NO _____

- Any applicants smoke: YES _____ NO _____

- Any applicants aware of any adverse credit current or pending (CCJ's, IVA's or Bankruptcy)
YES _____ NO _____

- How many children will reside at the property and ages and gender:

RESIDENTIAL HISTORY

- Have you rented in the U.K within the last 3 years: YES _____ NO _____

- Was this private or through an agent:

CURRENT EMPLOYMENT

- Current Job Title for all applicants:

- Employer Name for all applicants:

- Annual Income each applicant (gross): If Self Employed Amount of Profit Earnt on last accounts

- Employment Start Date:

- Is your employment Permanent, Temporary, Self Employed or Contract (end date)

Thank you for the information provided. Along with this information please provide:

- Signed Terms and Conditions (back page) from all applicants
- Photo I.D – Copy of Passport/I.D Card or Driving Licence with Birth Certificate
- 2/3 months Bank Statements within last 2 months showing current address or
- 2/3 Months Bank Statements and Utility Bill showing current address within last 2 months
- Applicable Administration Fee

Please fill in the details below relating to the offer on the property which you intend to let subject to contract and the landlord's consent:

Property Address : _____

Rental Offer : _____

(Subject to contract and landlord's consent)

Length of contract required : _____

(Usually 6 months initially)

Do you have any pets, if so what are they : _____

(£200 pet fee will be required)

Please list any conditions to your offer : _____

(Landlord to decorate etc.)

Provisional move in date: _____ :

(Subject to contract and landlord's consent)

DECLARATION: I/we have read and understand the terms and conditions of renting a property through Cauldwell Property Services Limited and agree to comply with them at all times if a tenancy is granted.

SIGNED: _____

(All joint tenants to sign)

PRINT NAME(S): _____

DATE: _____