



## **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](mailto:info@cauldwellproperty.co.uk)

**Subject to Contract, Vacant Possession and/or any Completed Works.  
These guidelines may vary depending on the Service offered to the  
Landlord, please confirm the service with us before signing any paperwork**

**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 our Terms & Conditions & Initial Application Form*
- *Supply copies of identification i.e. Passport/Visa and any required document to confirm your right to rent in the UK*
- *Proof of current residency i.e. Driving Licence, Bank Statement, 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.*
- *Return the completed online application form (one per tenant) to us within 24 hours of it being sent over to you.*

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 fixed reservation fee must be paid when you submit your application form, this fee may be used to contribute to the cost of one, all or any of the following service, to cover your references, our administration, inventory preparation, protection of your deposit with a deposit protection scheme and the preparation of your legal documentation this is dependent on the management service the landlord has chosen.

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



The Vizion  
350 Avebury Boulevard  
Central Milton Keynes  
MK9 2JH

**Sales & Lettings: 01908 304480**  
**Email: [info@cauldwellproperty.co.uk](mailto:info@cauldwellproperty.co.uk)**  
**[www.cauldwellproperty.co.uk](http://www.cauldwellproperty.co.uk)**

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.

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 commence the tenancy when all fees have been paid. **On the tenancy start date cleared funds need to have been received 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. PLEASE NOTE IF YOU HAVE REQUESTED ANY CONDITIONS THESE MAY DELAY YOUR REQUIRED MOVE IN DATE AS THEY WILL ONLY BE ARRANGED ONCE YOUR FULL REFERENCING HAS BEEN COMPLETED AS ACCEPTABLE FOR THE TENANCY.
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 Services Limited will be made by BACS.
6. The deposit will be protected by a Deposit Protection Scheme.. We will not pay you any interest for this amount. The amount of deposit is a minimum of one and a half months rent and this must be paid in cleared funds prior to the tenancy start date.
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. 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.
10. 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.***
11. 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.

12. 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.**
13. 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.
14. Rental payment dates are usually the first of every calendar month in advance of your stay and tenants are expected to make necessary arrangements to ensure that the **rent is always 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.
15. 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.**
16. 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.

**17. 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](http://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 & Mobile Nos. of ALL applicant(s):

Email \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

- 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 \_\_\_\_\_

- Reason for Vacating:

\_\_\_\_\_

- 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 Earned 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 or Utility Bill showing current address within last 3 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 : \_\_\_\_\_

Provisional move in date: \_\_\_\_\_ :

(Subject to contract and landlord's consent)

**DECLARATION: I/we have read and understood 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. We understand any requested conditions may cause a delay to our preferred move in date.**

SIGNED: \_\_\_\_\_

(All joint tenants to sign)

PRINT NAME(S): \_\_\_\_\_

DATE: \_\_\_\_\_

Scheme No.

Telephone

Reference No.

**ABOUT YOUR REFERENCE** [To be completed by the Tenant]

Your reference will be completed by HomeLet on behalf of your letting agent. HomeLet is part of the Barbon Insurance Group Limited and for the purposes of this application, Barbon is the Data Controller as defined in the Data Protection Act 1998 (the "Act")

In order to complete your application, HomeLet will consult with a number of sources to verify the information, including a licensed credit reference agency. As a result of the information received:

- ☐ HomeLet may pass on any information supplied to your landlord and/or letting agent, including the results of any linked verification checks.
- ☐ By consulting with a credit reference agency, HomeLet will share your information with them and the agency may record the results of this search. This search may show how you conduct payments with other organisations. From time to time, this information may also be used for debt trading and fraud prevention. You may request the name and address of the Credit Reference agency HomeLet use and you may also apply for a copy of the information they provided to HomeLet.
- ☐ If you default on your rental payments, HomeLet may record this on a centrally held database of defaulting tenants, and that such a default could affect any future application for tenancies, credit, and/or insurance.
- ☐ HomeLet may use debt collection agencies or tracing agents to trace your whereabouts and recover any monies owed to HomeLet.
- ☐ If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Information may be sent to you and your nominated referees by email. This information will only be sufficient enough to identify you and it won't be excessive; however you should be aware that information sent via electronic means can't be guaranteed to be secure.

The provisions of Ground 17 of the Housing Act 1996 will apply to this application. If any information within this application is found to be untrue it may be grounds to terminate the tenancy agreement.

**PLEASE READ AND COMPLETE THE FOLLOWING STATEMENTS CAREFULLY - IT'S IMPORTANT THAT YOU PROVIDE YOUR CONSENT FOR THE CHECKS BY MARKING THE BOXES NEXT TO THE TEXT AND THEN SIGNING AND DATING BELOW.**

**YES** ☐ I confirm that the information provided in this application form is true to the best of my knowledge, and I'm happy with the checks which HomeLet will complete as detailed above. These results may be accessed again if I apply for a tenancy in the future.

**YES** ☐ I'm happy for HomeLet to contact my referees (including those outside the EEA), with personal information which has been provided in this form to allow them to verify the information about my earnings, dates of employment and previous tenancy term.

If you'd like to find out more about any of the information sources we access to complete your application, please visit [homelet.co.uk/ref-info](http://homelet.co.uk/ref-info).

Signed

Full name

Date

Following the completion of your reference, HomeLet or other Barbon Group Companies may contact you by phone or post to let you know about additional services we can offer which may be of interest to you. These services could help protect your liability as a tenant as well as your personal contents. If you don't want us to contact you, please tick this box ☐ We'll never pass your details on to a third party unless we ask for your express permission. If you'd like to unsubscribe from any services at any time, then please contact HomeLet on [unsubscribe@homelet.co.uk](mailto:unsubscribe@homelet.co.uk)

☐ Yes, I'm happy for HomeLet and other Barbon Group Companies to contact me occasionally by email or SMS with exclusive offers, together with other information from selected third parties about products and services which could benefit me as a tenant.

HomeLet is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance mediation. Registered in England number 3195797. Registered office address: Hestia House, Edgewood Road, Lincoln, LN6 7EL.

Confidentiality note: The information contained within this application is being transmitted and is intended only for HomeLet. If the reader of this message is not the intended recipient, you are hereby advised that any dissemination, distribution or copying of this application is strictly prohibited. If you receive this application in error please notify us immediately by calling 0845 171 2222.

AM2162 7/2/14



Scheme No.

Telephone

Reference No.

### ABOUT YOUR REFERENCE [To be completed by the Tenant]

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- ☐ By consulting with a credit reference agency, HomeLet will share your information with them and the agency may record the results of this search. This search may show how you conduct payments with other organisations. From time to time, this information may also be used for debt tracing and fraud prevention. You may request the name and address of the Credit Reference agency HomeLet use and you may also apply for a copy of the information they provided to HomeLet.
- ☐ If you default on your rental payments, HomeLet may record this on a centrally held database of defaulting tenants, and that such a default could affect any future application for tenancies, credit, and/or insurance.
- ☐ HomeLet may use debt collection agencies or tracing agents to trace your whereabouts and recover any monies owed to HomeLet.
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**YES** ☐ I confirm that the information provided in this application form is true to the best of my knowledge, and I'm happy with the checks which HomeLet will complete as detailed above. These results may be accessed again if I apply for a tenancy in the future.

**YES** ☐ I'm happy for HomeLet to contact my referees (including those outside the EEA), with personal information which has been provided in this form to allow them to verify the information about my earnings, dates of employment and previous tenancy terms.

If you'd like to find out more about any of the information sources we access to complete your application, please visit [homelet.co.uk/ref-info](http://homelet.co.uk/ref-info).

Signed

Full name

Date

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02/02/2014