

Standard Fees and Terms for Tenants

Administration fee

A fee of £150 (£125 + VAT) is payable by a prospective tenant to Thomas Michael once an application has been made for a property and the landlord has decided to proceed with referencing checks. £60 (£50 + VAT) is payable for each additional tenant (or guarantor), so the total administration fee for two tenants would be £210, and for three tenants £270. This fee covers the referencing checks undertaken and associated work by Thomas Michael.

Holding deposit

Once an application has been made for a property and the landlord has decided to proceed with referencing checks a holding deposit of one week's rent (but no less than £300) is payable to the Thomas Michael. This deposit secures the property for you and is held in our client account. The amount is deducted from the first month's rent owing when a tenancy commences.

Tenancy signing fee

A fee of £120 (£100 + VAT) is payable for the production and signing of a tenancy agreement by up to two tenants. For more than two tenants the fee is £180 (£150 + VAT).

It is your obligation to obtain written consent from the landlord for any change in the identity of the tenants. Upon receipt of this consent Thomas Michael will draw up a new tenancy agreement or prepare a Deed of Assignment for signature by all parties. A fee of £120 (£100 + VAT) is payable for this service for a tenancy agreement signed by up to two tenants. For more than two tenants the fee is £180 (£150 + VAT).

Renewal of tenancy

Please contact us in advance if you wish to extend your tenancy. If the tenancy is renewed, we will make a charge of £120 (£100 + VAT) to cover our administration where there are up to two tenants. We will charge £150 (£125 + VAT) for more than two.

Refund policy of holding deposit and administration fee

- (a) If a tenant decides they do not wish to proceed with a tenancy, for whatever reason, once they have paid the administration fee and holding deposit then they will forfeit these funds and they will not be refunded.
- (b) If a tenant fails referencing checks and landlord decides that they therefore do not wish to enter into a tenancy then the holding deposit will be refunded but the collective administration fee for all tenants will not.
- (c) If a tenant fails referencing checks but prior to the referencing checks in the initial application or in discussion they provided inaccurate, incomplete or misleading information to Thomas Michael or omitted to inform Thomas Michael of something they would reasonably be expected to mention then the agency reserves the right not to refund the holding deposit in whole or in part.
- (d) When Thomas Michael retains a holding deposit this is transferred to our client landlord.
- (e) If the landlord decides for a reason other than failure of referencing checks that they do not wish to enter into a tenancy then the administration fee and holding deposit will be refunded in full.

Company lets and applicants who use relocation agents

Where the application is for a company let or where the applicant is using a relocation agent the above fees (administration fee and tenancy signing fee) do not apply. In these instances we charge a flat fee of £510 (£425 + VAT) which covers the referencing administration, all of the work associated with the drawing up and signing of the tenancy agreement and all other administration and liaising which is typical of such applications. The

higher charge is reflective of the greater amount of work which is required for these applications and tenancies of this nature.

This fee is payable in full at the same time that the holding deposit is transferred. With respect to the application of the refund policy, £180 (£150 + VAT) of the £510 is in respect of the referencing administration fee so in instances where the holding deposit is refunded a balance of £330 of the administration fee will also be refunded.

References / Right to Rent checks

We will take up references based on the details that you have supplied to us. These references may be passed to our client so that they can make a decision on granting a tenancy. You are responsible for any administration charges levied by your own bank in relation to obtaining a reference. Before the tenancy can proceed we are now legally required to undertake checks as to your right to be renting property in the UK, these are referred to as the 'Right to Rent' checks and we need to see your original passport (or other document) and take a copy of your passport or other equivalent ID card and supporting documentation with you present. We would appreciate your full cooperation with this as any tenancy cannot commence until these checks have been completed.

Students and new arrivals to the UK

In certain cases, such as applicants who are students or new arrivals in the UK, we may require a UK based guarantor or require rent to be paid in advance. References would be taken on the guarantor at an additional cost. Alternatively, it is usual for the rent to be paid in advance in two tranches of 6 months for a 12 month tenancy.

Check-in and check-out

Thomas Michael will be instructed by the landlord as to what arrangements are to be made for the inventory and check-in. Unless agreed otherwise, the landlord will be responsible for the cost of the inventory and check-in and the tenant will be liable for the cost of the check-out (and any missed appointments). We advise you to make yourself available for the check-in and check-out. The fees for an inventory and check-in and check-out vary depending on the amount of rooms and furnishing but usually range from £80 to £150. Further information on these fees can be provided by Thomas Michael.

Security deposit

A deposit equivalent to six weeks' rent must be paid before any tenancy is commenced. These funds are transferred to the landlord who will register the deposit monies with a deposit protection scheme. All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. The tenancy agreement entered into is between the landlord and the tenant and, therefore, the tenant cannot hold Thomas Michael liable for any deductions made from the deposit which may fall into dispute.

Payment of rent

The first instalment of rent must be paid in cleared funds before the tenancy commences. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account three days before the rent is due. The full rent must be paid by a single standing order, multiple standing orders is not acceptable.

Utilities

You will generally be responsible for the payment of telephone, gas, water and electricity accounts at the property during your tenancy, as well as the council tax. It is your responsibility to notify the relevant companies and the local authority that you are moving into/out of the property. On occasion the landlord pays for water and hot water supply through their service charge and they may or may not decide to pass these payments on

to you. This would be agreed with you before you commenced a tenancy. You are also responsible for ensuring that a valid television licence remains in place for the duration of the tenancy.

Smoking

All the properties we let are let on the basis that they are no smoking. The standard tenancy agreement we use prohibits smoking. If you do wish to smoke within the properties, internally or on the terrace or balcony, then it is your responsibility to mention this to us in your application and before you submit a holding deposit in order to seek permission from the landlord.

Insurance

It is your responsibility to insure your own belongings throughout the tenancy.

Taxation

If you pay rent directly to your landlord's bank account and your landlord is resident overseas, you will be responsible for applying the provisions of the HM Revenue and Customs Non-Resident Landlords scheme for taxing UK rental income and should ask us for advice on this.

Agreeing with the landlord to end a tenancy early

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 paid in advance by the landlord for the unexpired portion of the tenancy, unless you are exercising a break clause which is contained in your tenancy agreement.

Redress scheme and client money protection

This agency is a member of a redress scheme and that scheme is The Property Ombudsman. This agency is not a member of a client money protection scheme.