

## Terms of Business for Prospective Tenants

<b><u>Application Form</u></b>	<p>You will need to complete an online application form. This also enables our referencing company to take references on each adult who will be resident and any guarantor(s) if appropriate.</p> <p>We use an independent credit referencing company to make a decision on your financial suitability for the tenancy. By completing the application form you are consenting to search of your credit history. In the event of the credit search resulting in your application being refused, we will not be able to give you reasons. You will be able to obtain details of the information that resulted in the refusal by applying to the company who held the data and we will provide you with their address upon request.</p> <p>There are fees payable because of the work involved in setting up a new tenancy. These are explained in the <b>Payment</b> section below.</p>
<b><u>Proof of Identity &amp; Address</u></b>	<p>For each applicant, we will require proof of identity (photo style driving licence or passport) and address (three recent utility bills or credit card/bank statement).</p>
<b><u>Payments</u></b>	<p><b>We must have cleared funds at each stage in order to progress your application. Cleared funds are cash, Banker's draft or Building Society cheque.</b></p> <p><b>Referencing fee/Agreement fee</b> – payable at the point of application. <b>£180.00</b> inc VAT per applicant.</p> <p>Should a guarantor be required in support of an application, a further fee of <b>£60.00</b> inc VAT per applicant concerned will be payable.</p> <p><b>Security Deposit – Equivalent to 150% of 1 month's rent</b> payable at the point of signing the Tenancy Agreement, prior to any occupation, and refundable in full at the end of your tenancy providing all of the terms of tenancy have been met and the property is returned in a satisfactory condition in accordance with the Inventory. No interest will be paid on the security deposit. All deposits received will be protected in accordance with the legal requirements. <b>Should any pets be kept at the property subject to the landlords agreement then an additional £200.00 deposit is required.</b></p> <p><b>First Month's Rent</b> – payable prior to the signing of the Tenancy Agreement in fully cleared funds.</p> <p><b>We cannot permit entry to the property under any circumstances until the first month's rent and the Security Deposit have been paid in full.</b></p> <p><b>Check out Fee (per property):</b> In most circumstances you will be liable to pay for the check out fee at the end of your tenancy. This will be deducted from your security deposit. Please confirm with Andrew &amp; Co as to the exact amount.</p> <p><b>Subsequent Month's Rent</b> – see <i>Paying Your Rent</i> below.</p>
<b><u>Paying Your Rent</u></b>	<p>Your rent is payable monthly in advance. When you sign the Tenancy Agreement, you will also be asked to sign a Standing Order mandate to pay the rent for the second month and thereafter.</p> <p>Please allow time for the funds to be transferred from your bank and cleared by our bank so that the payment arrives in time. This in turn enables us to pay the Landlord promptly.</p> <p>If you experience any difficulty in paying your rent, or if you change bank accounts, please inform us immediately. This will enable us to agree on a plan of action that is also acceptable to the Landlord.</p>
<b><u>Refund Policy</u></b>	<p>If the Landlord withdraws the property before the tenancy is signed then we will refund</p>

	<p>you the cost of taking up references and agreement.</p> <p><b>If the application is unsuccessful or if you withdraw (and withdrawal will mean you fail to take action requested by us in order to progress your application within a period of five working days) then your application / referencing fee will not be refunded.</b></p>
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<b><u>Guarantors</u></b>	<p>A Guarantor promises to honour all of the terms of the tenancy except that they will not reside at the property.</p> <p>A suitable Guarantor should be a UK resident, homeowner and working full-time, provide proof of identification and their address and confirm their relationship to the prospective Tenant. They must complete a Guarantor application form and pay a referencing fee as above, and finally, they must countersign the Tenancy Agreement.</p>
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<b><u>Tenancy Agreement</u></b>	<p>An "Assured Shorthold Tenancy Agreement" is drawn up between the Landlord (please note: not Andrew and Co Lettings) and you. Your Tenancy will be for a minimum of six months, unless otherwise agreed.</p> <p>If there is more than one Tenant then each person is liable for the whole rental commitment and not merely "their share".</p> <p>The Tenancy Agreement is an important document because it safeguards both your interests and those of the Landlord and sets out the legal basis of the tenancy.</p>
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<b><u>Services &amp; Utilities</u></b>	<p>You will be responsible of all of the services and utilities that you use, and you will need to have a contract with each of the suppliers. You should arrange for all relevant services to be transferred into your name from the start date of your tenancy and also ensure that all meters are accurately read and reported to include: Council Tax, Water/Sewerage charges, Electricity, gas (if applicable) and fuel oil (if applicable), Telephone / broadband (if applicable), Television licence (if applicable)</p>
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<b><u>Inventory &amp; Condition Report</u></b>	<p>You will be asked to check and countersign the Inventory and Condition Report. If you do not draw any amendments to our attention within 7 days of receipt of the Report then the inventory will be held to be binding.</p> <p>When you vacate the property the Inventory will be checked and a note made of all changes in condition. Where changes are as a result of your misuse, neglect or accidental damage then a charge will be made against your Security Deposit. This will be the cost of repair or replacement of the item or to provide the Landlord with equivalent value cash compensation.</p> <p>Should we be acting on a full managed basis there will be a charge for a check out at the end of the tenancy. (Example: £86.58 based on 2 bedroom unfurnished) This will be deducted out of your deposit.</p> <p>If additional visits are necessary to restore the condition of the property then we reserve the right to charge you on time and costs basis.</p>
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<b><u>Insurance</u></b>	<p>Your personal possessions will <b>not</b> be insured under the Landlord's policy and you should arrange your own insurance against damage, theft and loss.</p> <p><b>The policy you select should also provide cover against you causing accidental damage to the Landlord's fixtures and fittings (minimum sum insured £3,000). This significantly reduces the risk to your Security Deposit.</b></p> <p><b>You may be asked to produce proof of a suitable policy being in force when you sign the tenancy agreement. We can recommend a good value policy – please ask our local office for details.</b></p>
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<b><u>Legal</u></b>	We offer the property based on representations made in good faith that the Landlord:
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<p><b><u>Representations</u></b></p>	<ul style="list-style-type: none"> <li>• Has legal title to the property</li> <li>• Has permission to let from the Freeholder, head leaseholder and mortgage lender</li> <li>• Has informed the building insurer of the letting</li> <li>• Will have arranged for a gas safety certificate to be in force (if there is gas at the property) at the start of the tenancy</li> <li>• Has taken steps to ensure that the electrical installations and equipment are safe to use and that the furnishings comply with fire safety regulations</li> </ul> <p>Any verbal representation regarding the property or its contents must be confirmed in writing to ensure no confusion. Extraordinary requirements or special conditions attached to the application must be negotiated and agreed prior to the Tenancy Agreement being signed otherwise the property will be regarded as “let as seen” on the terms set out in this document.</p>
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<p><b><u>Property Inspections</u></b></p>	<p>It is a requirement within our Landlords terms of business for us to inspect the property within approximately the first three months of your tenancy and at least every 6 months thereafter. You will receive reasonable notice of the inspection date and time, to be mutually agreed. We aim to keep disruption to an absolute minimum therefore if you are unable to be present at these inspections we can access the property with our management keys.</p> <p>The aim of the inspection is to confirm that the property is being kept in good order and to identify any actions needed either by you or by the Landlord in accordance with the terms of the Tenancy Agreement.</p> <p>At the end of the inspection our Property Inspection Report will be sent to the Landlord for their perusal and instructions.</p>
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<p><b><u>Repairs &amp; Maintenance</u></b></p>	<p>Please notify us immediately if any urgent repairs or maintenance are needed. We use professional tradesman to ensure a high standard of workmanship and prompt service. You do not always have to be present when work is undertaken. With your prior agreement, we will arrange for access to the property.</p> <p>If a genuine emergency (e.g. leaking roof) arises outside of office hours (e.g. weekends or bank holidays) and urgent attention is needed then you should telephone our out-of-hours number at the first opportunity.</p>
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<p><b><u>Leaving the Property Early</u></b></p>	<p>If you need to leave the property before the expiry of the fixed term (which is normally a minimum of 6 months), you will have to pay the rent and all other outgoings until any new tenant is in occupation or until the expiration of any remaining tenancy period.</p> <p>If you leave under these circumstances, you will be charged a re-arrangement fee of £300.00 inc VAT. This must be lodged with us before we commence marketing but only becomes payable when a new tenancy has been arranged.</p>
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<p><b><u>Renewing or Terminating your Tenancy</u></b></p>	<p>If you wish to renew your Tenancy Agreement, please give us as much notice as possible before the expiry of the fixed term. We will take the Landlord’s instructions and if they are acceptable then a fresh Tenancy Agreement will be drawn up for a further fixed term. There will be a charge of <b>£144.00</b> inc VAT which will be divided equally between the landlord and tenant. Once the new Agreement has been signed, we reserve the right to erect a ‘Let’ board at the property for 14 days.</p> <p>You should contact us at least one month before the expiry of the fixed term if you wish to renew for another fixed term otherwise it will continue on a month-by-month basis as a Statutory Periodic Tenancy. If you wish to terminate your Tenancy Agreement, you must give the Landlord at least one month’s notice in writing, which must expire on the last day of the fixed term. The Landlord is required to give you two month’s notice if he wishes to terminate the tenancy.</p>
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<p><b><u>Moving Out Checklist</u></b></p>	<p><b>You must:-</b></p> <ul style="list-style-type: none"> <li>• Clean the property</li> <li>• Tend to any garden</li> <li>• Return all the keys</li> <li>• Cancel your rent standing order mandate</li> <li>• Read the meters and notify the suppliers</li> <li>• Confirm details of utility suppliers to Andrew &amp; Co</li> <li>• Re-direct your mail</li> <li>• Cancel any milk or newspaper deliveries</li> </ul> <p><b>Andrew &amp; Co will:-</b></p> <ul style="list-style-type: none"> <li>• Inspect the property</li> <li>• Notify the Council Tax Authority</li> <li>• Refund your Deposit (or adjust accordingly)</li> </ul>
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<p><b><u>Customer Service</u></b></p>	<p>We aim to treat Tenants as valued customers.</p> <p>If you believe that you have a grievance, please write to Andrew and Co at the following address: 2 Middle Row, Ashford, Kent TN24 8SQ. The grievance will be acknowledged immediately, investigated thoroughly and a reply sent to you within 10 working days.</p>
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<p><b><u>Here to Help</u></b></p>	<p>We wish to ensure that you enjoy living in the property and that the tenancy runs smoothly.</p> <p>Please look after the property, pay the rent on time and notify us promptly of any problems that arise.</p> <p>We are here to help and we aim to conduct fair and reasonable business relationships with our tenants.</p>
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