



Tenants Terms and Conditions

Agency Fees and Holding Payment

On issuing pro-forma invoice a **holding payment** is due in order for us to cease marketing of the property. **The amount equals a quarter of one months rent + vat.**

The holding payment is not returned should the tenant withdraw or fail the referencing process. It is only returnable should the landlord withdraw.

References and Application Form

All tenancies are offered subject to status and references. The application form must be **completed in full** and by signing the form you are agreeing to abide by the Terms and Conditions of Tim Bennett and Associates. All references must be received in order for the tenancy to commence. Failure to do so could result in the loss of your holding payment.

Tenancy Agreement

Your tenancy agreement is a legally binding document that should be read carefully so that you are fully aware of the obligations therein. A copy of the tenancy agreement can be inspected at the office on request. **A charge of £80.00 + vat (£96-00) is payable by the landlord for the preparation of the tenancy agreement.**

Renewals

Should a new tenancy agreement be required at the end of the fixed term **then there will be a renewal fee of £60.00+vat (£72-00) This renewal fee is payable by the Landlord.**

Damage and Default Deposit

The damage and default deposit will either be held by the landlord or his agent as specified in the tenancy agreement. If held by the agent, it will be lodged with the Government's sponsored Deposit Protection Service (Agents Membership of DEPOSIT PROTECTION SERVICE (DPS) ID No. 4308120). The amount of this deposit will normally be equal to one month's rent, plus one weeks rent (as an initial Holding Fee). The deposit is to be held against damage or default and is not to be used in lieu of rent. The deposit will not accrue interest. The damage and default deposit will be returned within 28 days of the termination of the tenancy subject to all the terms and conditions being met to the satisfaction of the landlord and his agent.

Payment of Utility Bills and Council Tax

The tenant is responsible for the notification of the utility companies and local authority that they are responsible for the payment of the utility bills and Council Tax. At the end of the tenancy the meters must be read, and the accounts changed back into the landlord's name. The tenant must show us receipted copies of all utility accounts and Council Tax bills before we return the damage and default.

Payment of Rent

Rent will be paid in advance and by standing order. In the case of joint tenancies, the rent will only be accepted as one payment. On leaving the property please do not forget to cancel your standing order. If this is not done, we shall charge £15+vat in order for any overpayment to be refunded to the tenant.

Vacating the Property

At the end of the tenancy please ensure that the property is thoroughly clean. To this end we recommend the use of our approved cleaners. Please contact us for telephone numbers. Nearing completion of the tenancy please arrange for either Tim Bennett and Associates (or the Landlord if we are not managing the property) to call to the property to check the inventory, inspect the cleanliness, and return the keys.

Forwarding Address

The tenant will advise Tim Bennett and Associates of their forwarding address and daytime telephone number.



TIM BENNETT AND ASSOCIATES

Main Scheme Membership:
PROPERTYMARK Client Money Protection Scheme (CMP)
Scheme Ref: COO15672

Membership of DEPOSIT PROTECTION SERVICE (DPS)
ID No. 4308120

Membership of The Property Ombudsman (TPO)
ID No. N03451-0