



## **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.  
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 apply for a property you have viewed, please do the following:

- *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.*

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>£360.00 Inc. VAT</b>
	<b>Two People:</b>	<b>£420.00 Inc. VAT</b>
	<b>Per Guarantor:</b>	<b>£60.00 Inc. VAT</b>
	<b>Deed of 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**  
**www.cauldwellproperty.co.uk**

To pay your reservation 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 withheld and paid to your landlord in full if you fail to move into the property upon the expiry of your move in date.**

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 reservation fee. A company called Goodlord – 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 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 STATMENTS 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 reservation 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 reservation fee 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 reservation fee will not be refunded.**

**If the landlord decides to withdraw the property before contracts have been signed, your reservation 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. A further fee of £60.00 will then be due for draft and executing the Deed of Guarantor document.***
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.**
13. Should you require a reference from Cauldwell Property Services Limited at the end of your tenancy, there is a **£36.00 Inc. VAT** administration fee. A reference may be required for alternative letting agents or when applying for a mortgage.
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**. If Cauldwell Property Services have not received the monthly rent by the 1st of each month, there will be a charge of **£42.00 Inc. VAT** each time a late payment or breach of tenancy letter is sent to you.
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:	£360.00 Inc. VAT	£300.00 + VAT
	Two People:	£420.00 Inc. VAT	£350.00 + VAT
Company Lets:		£420.00 Inc. VAT	£350.00 + VAT
Each Guarantor		£60.00 Inc. VAT	£50.00 + VAT
Deed of Guarantor document		£60.00 Inc. VAT	£50.00 + VAT
Renewal of Tenancy		£60.00 Inc. VAT	£50.00 + VAT
Landlords Reference		£36.00 Inc. VAT	£30.00 + VAT
Arrears Letters or Breach of Tenancy		£42.00 Inc. VAT	£35.00 + VAT
Copy paperwork Per Item		£6.00 Inc. VAT	£5.00 + VAT
Non Attendance for Arranged Appoint.		£36.00 Inc. VAT	£30.00 + VAT
Return of any Overpayments		£18.00 Inc. VAT	£15.00 + VAT
Arrangement of Remedial work on Check Out - 12% of the Capital Costs of all works carried out			
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 photo card 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.



