

Application to Rent Accommodation – TERMS AND CONDITIONS

All lets are subject to references, Landlord’s approval and contract

Thank you for applying to rent accommodation through Rumball Sedgwick.
Please read the following notes carefully as they provide detail and explain our fees, terms and conditions.

Our Application Procedure is as follows:

1. Prospective Tenants and Guarantors (when applicable) should each complete a Referencing Form in full, providing all of the required information; this may include detailed information regarding employment and residential situation. Please contact a member of our Lettings Team should you have any queries.
2. Each Prospective Tenant and Guarantor should also sign a declaration form, authorising referencing to be carried out.
3. The minimum Application Fee of £220 + VAT (£264) is required to be paid prior to referencing start. **Once referencing has started or 48 hours after payment has been made, this fee becomes non-refundable.**
4. Also as part of the Application Fee, tenants are required to pay £200 to reserve the property whilst referencing is undertaken. The £200 fee will be set against the advance monthly rental payable at the commencement of the tenancy; **this will not be refundable should you withdraw from the let prior to the tenancy commencing.**
5. If negative unexpected references arise during the application process which could compromise our trust in the prospective tenancy, we reserve the right to withdraw from this application and retain the application fee.
6. To comply with Money Laundering Regulations we are required to obtain a proof of identity and proof of residency from all our prospective Tenants prior to or at the signing of the Tenancy Agreement. You will be asked, therefore, to show us your current passport or driving license and a bank statement, utility bill (not a mobile telephone bill), dated between three and six months old showing your name and address.
7. The deposit and first month’s rent are required to be paid in advance of the tenancy commencement. **Money at commencement must be by debit card, bank transfer or banker’s draft. Cash and credit cards cannot be accepted.**
8. Tenants are responsible for the check-out cost at the end of the tenancy.

Submitting an application does not guarantee a tenancy, however, the property will be withdrawn from our advertising for a period of five working days once an application has been made, providing the Application Fee has been paid.

Due to the confidential nature of the information supplied and required we regret that no explanation can be given if we are unable to recommend a tenancy. If references prove unsatisfactory or for any reason you withdraw from the application process your application fee will not be refunded in whole or in part.

By the signing and submitting the Referencing forms the prospective Tenant is also agreeing to the following Tenants’ terms and conditions and the fees noted on page 2 as set down by Rumball Sedgwick. Please retain this document for future reference.

Signed: **Name(s)**

Related Property: **Date** ___ / ___ / _____

Approx commencement date: **Monthly Rent: £**_____

Furnished / Unfurnished **6 months / 12 months**

Total money received: £ **cash/cheque/debit**

Tenants' Expenses and Charges

All items are subject to VAT unless stated. Fees are subject to change and level should be checked at time of renewal.

Non-Refundable Application Fee (Tenant or Guarantor)	£220.00 for up to two applicants. £60.00 per additional applicant or guarantor.	
Reservation Money to withdraw the property from the market during referencing	£200.00 (not liable for VAT)	
Tenancy Renewal Fee (after initial term)	£80.00 + £30.00 for guarantor	
Periodic Tenancy Fees (after initial term)	£60.00	
Rent Arrears Reminder Letter	£25.00	
Missed Appointment	Minimum fee £20.00 per appointment	
Check-Out Charge A charge will be made for checking you out of the property as follows. This charge will be deducted from the deposit if sufficient funds are available. Check-out charges quoted are guidelines only and prices quoted will vary according to the Inventory Clerk provider.	Studio	£100.00
	1 bedroom	£120.00
	2 bedrooms	£130.00
	3 bedrooms	£150.00
	4 bedrooms	£175.00
	4+ bedrooms	£195.00
Additional Check-Out Charge – This will only be charged if the property is not ready to check out at the arranged time. This includes if the property is not cleaned appropriately or rubbish is not removed.	£100.00	
Deductions Charge	10% of dilapidations	
Charge for refund of overpaid rent – If you do not cancel your standing order at the end of the tenancy, this charge will be applied to overpaid rent amounts to be refunded.	£40.00	
Early Release from a Tenancy	1 month before tenancy end	£100.00
	2 months before tenancy end	£200.00
	3 months before tenancy end	£375.00
	PAT testing	As applicable
If notice is given to vacate the property at the end of a fixed term or during the course of a periodic tenancy or an agreement is made for you to be released early from the Tenancy Agreement and you subsequently decide to stay in the property, you will be responsible for all of the abortive charges including advertising costs, refunds of application fees in respect of new prospective tenancies (if applicable).	Advertising costs are variable and will be accounted for on an individual basis. Erecting a board: £ at cost + 10% administration fee Application fees are as above, unless reviewed.	

These notes are important and should be read and understood

Terms and conditions subject to change

<p>RENT</p>	<p>All rents are due and payable on the tenancy commencement date of each successive calendar month. For instance, if the tenancy commences on the 8th January, rent will be due on the 8th of each month.</p> <p>The preferred method of payment is by monthly standing order into Rumball Sedgwick's client account or the Landlord's account for let-only properties. The standing order payment date is set three working days before the rent due date to allow for the banks to process the payment and ensure the rent is received by the rent due date. Please note that this is not a direct debit arrangement and the Tenant must cancel standing orders put in place at the end of the tenancy.</p> <p>In some instances the Tenants request to change the rent payment date subject to the agreement of the Landlord. An additional rental payment calculated at a daily rate will be required. All notices served or received are effective from the rent due date whether or not the payment date has been changed.</p>
<p>COMMENCEMENT OF TENANCY</p>	<p>Tenants will be given the option of signing their Tenancy Agreement in the office with a member of Rumball Sedgwick staff or having it e-mailed or posted to them prior to the commencement date of the tenancy.</p> <p>In all cases the tenancy cannot commence unless cleared funds have been received before or on the commencement date. If applicants are accepted as Tenants they will be provided with details of how to proceed.</p> <p>Please note that the only forms of payment which are acceptable on the day of the tenancy commencement are Banker's Draft or by UK issued debit card. We do not accept cash. All other forms of payment will require five working days to clear including overseas debit cards. Any bank surcharges for clearing international funds for example will be borne by the in-going Tenant. We do not accept credit card payments for deposit money. If rent is paid by credit card a surcharge is 3% of the transaction amount will be charged to the in-going Tenant.</p>
<p>CANCELLATION</p>	<p>If you cancel your application <u>before</u> references are applied for the fee can be refunded within 48 hours of payment. No refund is available under any circumstances once references have been applied for or 48 hours after payment was made.</p>
<p>EARLY RELEASE FROM TENANCY</p>	<p>It may be possible for you to leave before the end of the tenancy with the Landlord's consent subject to conditions. If you wish to be released early from a fixed term Tenancy Agreement a request will need to be made to Rumball Sedgwick Lettings Manager in writing. The Landlord is under no obligation to release you from the Tenancy Agreement and can hold you liable until the end of the fixed term. In some cases, the Landlord will release a Tenant if suitable alternative Tenants can be found although you will be liable for rental payments up until the day that the new Tenant moves in. If you are released early from the tenancy agreement there will be an administrative charge which to cover our out-of-pocket expenses in re-advertising the property and carrying out additional check-outs etc. These are listed under the Tenants Fees and Charges section at page 2.</p>
<p>TENANCY DEPOSIT</p>	<p>Rumball Sedgwick are members of the Tenancy Deposit Scheme and if the deposit is held by Rumball Sedgwick the money will be held in accordance with the rules of the Tenancy Deposit Scheme. If you are accepted as Tenants you will be provided with the required statutory information regarding the holding of your deposit. Further information is available on their website www.thedisputeservice.co.uk. Interest will not be paid on deposits. Under no circumstances may the deposit be utilised by the Tenants towards the payment of rent, in full or in part, during the period or at the end of the tenancy.</p>

RESERVATION MONEY	<p>If you are accepted as a Tenant you will be asked to pay the application charge together with £200 reservation money before the let is finally agreed (subject to contract). This £200 will be put towards the advance months' rent at the start of the tenancy. If you subsequently pull out this £200 is non-refundable and will be used for abortive administrative costs or offered to the Landlord as compensation. If the Landlord pulls out, or for any other reason we are not able to proceed with the let, the £200 will be refunded in full.</p>
TENANCY AGREEMENT	<p>You will be provided with a draft Tenancy Agreement together with the specific Tenancy Agreement normally in advance (unless time and circumstances will not allow). You may wish to take advice from an independent advisor in respect of your obligations under the Tenancy Agreement.</p> <p>There is a charge for the Tenant's part of the Tenancy Agreement when the tenancy is renewed.</p>
INVENTORY	<p>The Tenant will be given two copies of the Inventory on signing the Tenancy Agreement, where possible. If the Inventory is not available at this time, it will be provided to the Tenant within ten working days.</p> <p>The Tenant should, within three days thereof, notify the Rumball Sedgwick of any discrepancies or contents of the Inventory which are not thought to be correct. Minor alterations should be written on the Inventory when it is returned to this office. If there are large variations, a call to the office should be made and an inspection, if necessary, will be carried out.</p> <p>If no discrepancies are noted within the stated period, the Inventory (upon which the dilapidations will be assessed) will be assumed to be correct in every detail when checked at the end of the tenancy.</p>
INSURANCE	<p>Your own personal belongings and, in the case of unfurnished properties, your own furniture will not be covered under the Landlord's insurance policy.</p>
UTILITIES	<p>It is your responsibility as applicants to arrange for the connections/transfers of services i.e. gas, electricity, telephone, water and Council Tax into your name. We cannot guarantee that telephone lines are connected to the property and advise that cable and satellite will not be available at all properties. You should make your own enquiries.</p> <p>Satellite dishes are not to be erected without Landlord's prior consent. At some properties Management Company consent for satellite dishes to be erected must also be obtained and in some instances the Local Authority planners may prohibit erection of satellite dishes.</p> <p>Gas & Electric meters should NOT be changed to 'pay as you go' without prior consent from the agent. Any cost to re-instate the meters at the end of the tenancy will be the out going tenant(s) responsibility.</p>
PROPERTY MISDESCRIPTIONS ACT	<p>Every effort has been made to ensure that the information you may have been given about the property for which you are making an application is correct. If there are any items which you are not sure about you must ask.</p>
JOINT TENANCIES AND GUARANTORS	<p>In the case of joint tenancies, each individual will be a co-signatory of the Agreement. Each individual who signs an Agreement is equally responsible under that Agreement, they must be equally responsible for the whole of the rent.</p> <p>In such cases where a guarantor has been offered, the guarantor must be prepared to cover the whole of the rent and not just a proportion of the rent. This is for the protection of all Tenants and the Landlord. The guarantor also needs to sign the Tenancy Agreement.</p>