

## Information For Tenants Regarding Fees



### THE FOLLOWING WILL APPLY

- Borthwicks require an administration / holding fee of 1 weeks rent up to but not exceeding £500.00 (inc VAT) to cover the cost of preliminary paperwork and the preparation of your tenancy agreement. This amount is payable in full after negotiations commencing with our client and is charged per property not per person. In the event that the landlord for any reason turns down your offer the administration charge is fully refundable. This is to reserve the property and is only in force after funds have cleared. Then referencing will take place
- Once negotiations have taken place successfully and agreed, and a holding fee put down, if you then decide you no longer wish to take the property you will forfeit your administration / holding fee of 1 weeks rent.
- The acceptance of any offer is subject to contract and contingent upon satisfactory references being obtained by Borthwicks, and approved by the landlord.
- Borthwicks requires photo identification, passport or identity cards from all persons named on the contract
- Borthwicks may at times require a preliminary deposit from you. This will be put towards your first rental payment and will only be refunded in the event that our client elects not to proceed. Payment of this sum does not constitute the granting of a tenancy agreement.

#### First Payment

Once your offer has been agreed, you must pay the first periods rent and deposit, which should all be paid no less than 7 working days before your move in. Other charges may be incurred as part of the application process but you will be advised of these in advance. Borthwicks are unable to grant possession of any property until or unless cleared funds equivalent to the full balance payable have been received. Keys will only be released on the day of the dated contract. All monies due should be paid by Bankers Draft, cash or direct transfer into Borthwicks account. Please note that overseas payments may take up to 5 working days to clear.

#### Referencing

As part of the referencing process we may need to share information you provide with organisations outside of Borthwicks. Unless instructed otherwise Borthwicks reserve the right to share information necessary to carry out referencing and to share this information with our client when necessary. If you require a reference from Borthwicks, at any time during or after your tenancy there is a minimum charge of £30.00 (inc VAT) and funds must be received and cleared before a reference can be prepared.

#### Assured Shorthold Tenancy Agreement

Before your tenancy commences you will need to sign a tenancy agreement setting out the landlord and tenants obligations. Should any alterations, updates or additions to this document prove necessary following its execution a charge of £30.00 (inc VAT) will be levied to cover the cost of administration. In the event that your tenancy agreement is prepared by a third party, and the cost differs from that previously stated, you will then be advised of the revised charge prior to being asked for payment. We strongly advise you to read section 4 of the agreement as this section contains all of the tenants responsibilities.

#### Inventory & Check In / Out (Condition Report)

Unless otherwise detailed in your tenancy agreement you will pay for the check out at the end of your tenancy and the landlord will pay for the inventory check in at the start of your tenancy. The cost of the inventory check out is £150.00 (Inc VAT)

Should any alterations, updates or additions to the inventory documents prove necessary following their preparation a charge of £30.00 (inc VAT) will be levied to cover the cost of administration.

You are deemed to have accepted the content of the inventory report unless you notify Borthwicks / or landlord in writing of any changes which may be required within the first seven days of your tenancy.

Reasonable care will be taken when instructing independent inventory clerks but Borthwicks accepts no liability for any error or omission on their part.

#### Paying Your Rent

Rent is payable in advance by standing order in accordance with your tenancy. You will be required to set up a standing order mandate proper to the start of your tenancy. Please note that all standing order payments should be made 2 days prior to the due date of your rent to allow clearance through the banking system. Should cheques be returned either marked "Refer to Drawer" or "please represent", or any monthly standing orders/direct debits be recalled/unpaid then an administration charge of £54.00 (Inc Vat)

If the rent has not been received by the sixth day after the appropriate due date (the date on the front of the contract), an administration charge of £78.00 (Inc Vat) will be made immediately. Thereafter a further charge of £42.00 (Inc Vat) per every reminder letter will be charged until the rent has been paid. This will only be reimbursed if prior arrangement for late payment of rent has already been made with the landlord in writing. This clause is for the administration costs to Borthwicks and does not affect clause (4a) regarding late payment of rent to the Landlord.

#### Information on Deposits

Borthwicks will collect and hold, as stakeholder, a deposit from you (usually equivalent to 6 weeks rent) against any unpaid rent, dilapidations and other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by you. Borthwicks is a member of My Deposits, Membership number 50057496

### **Ending your tenancy early**

Should you wish to terminate your tenancy prior to the first date allowed under the terms of your tenancy agreement, and the landlord is in agreement, you will be responsible for paying the landlords commission to Borthwicks up to the point of any break clause exercisable by yourself. You may also be required to reimburse the landlord for any other expenses legitimately incurred by him/her which are associated with the early termination of your tenancy. Any such funds must be remitted to Borthwicks before the necessary deed of surrender can be prepared.

### **Replacing yourself during a tenancy agreement.**

In the event that you wish to replace yourself, or another member of your household, part way through a tenancy Borthwicks will charge £540 (IncVAT) to cover the administration involved in doing so. The landlords consent must be obtained before change of sharer can be affected and Borthwicks standard referencing procedure must be followed by any prospective new tenant before they can or will be deemed suitable by the landlord. Referencing of a new tenant will cost £150.00 (Inc Vat) per person and needs to be paid in full as well as a tenants questionnaire before the process can start. No new tenants can move in unless **1.** It has been agreed by the landlord. **2.** Full references have been taken **3.** New Contract has been signed **4.** Check Out / in has been completed **5.** All monies have been paid in full.

### **Utilities & Bills**

Borthwicks will set up your accounts for utility bills, but it is your responsibility to make sure all utilities are activated correctly and that the correct meter readings are provided to the relevant companies at the start and end of your tenancy.

### **Borthwicks Management**

The degree to which Borthwicks will be involved with your tenancy once it commences will depend on the basis upon which we have been instructed to act for the landlord. If you do not know whether the property you wish to live in is managed by Borthwicks or not, please ask your Borthwicks representative. The service options are.

- A. Let & Rent Collection
- B. Full management

### **Property Inspections**

All properties that are managed by Borthwicks will be subject to regular property visits. The purpose of these visits is to check the condition of the property, its cleanliness, garden maintenance and the way in which the tenancy is being conducted.

### **End of Tenancy/Agreement**

To end your tenancy you must comply with your obligations under the AST Agreement

Once your tenancy has ended you will incur additional charges which you consent Borthwicks deducting from your deposit if:

- A. Furniture and/or other items belonging to the landlord were not left in the same place they were found at the start of the tenancy, according to the inventory check-in and check-out documents. The charge for administering the repositioning of these items is £30.00 (inc VAT) which will be applied in addition to any charges levied by the contractor employed to move the items involved.
- B. Items included on the inventory report are missing at the end of the tenancy and have to be replaced. The charge for administering the purchase of missing items is £30.00 (Inc VAT) plus the cost of the items concerned.
- C. Any contractor has to be instructed to undertake work at the end of the tenancy which are deemed necessary by the findings of the independent inventory clerk and considered to be the responsibility of the tenant. The charge for administering the instruction of any such contractors is £60.00 (Inc VAT) in addition to the charges outlined above and any charges levied by contractors.
- D. Should the standing order mandate not be cancelled by the tenant at the end of the term, then an administration charge of £72.00 (Inc Vat) will be made for each monthly payment made.
- E. You will be responsible for paying the inventory check out. The cost of this is £150.00 (Inc VAT) per property and not per person. This cost will normally be taken from the deposit unless other means of payment have been arranged prior to the check out

### **Short Lets**

- The full rental period is payable in advance for the term of the tenancy agreement
- A four week deposit (unless otherwise specified) will be payable against any dilapidations or losses incurred as per the tenancy agreement.
- Referees may not be required for short lets
- It is usual that your short let rental price will include utility bills, other than telephone landline which will remain the tenants responsibility for paying all charges and ensuring the bills are correctly set up in your name.

### **Renewals**

In the event that an extension renewal or new AST Agreement is agreed by the landlord, the sum of £180.00 (Inc VAT) will be payable by the tenant to cover the cost of Borthwicks drawing up a memorandum of renewal document or new AST Agreement.

### **Advertising Boards**

Borthwicks will erect our standard let by or let and managed by board after each agreed letting or renewal.

Signed By Tenant/s \_\_\_\_\_

Date: \_\_\_\_\_