

BACKGROUND

Town & Country aims to provide a comprehensive and transparent service to all of our clients. This document sets out some initial terms between us and potential tenants. These terms are important and affect the way we manage your tenancy and the costs involved in so doing. The fees that we charge are non-refundable so please read this document carefully and complete the "Your Information" section as accurately as possible. If you have any questions please do not hesitate to ask any member of our lettings team.

CHARGES

For UK residents, a non-refundable referencing and administration fee of £195 including VAT and £65 including VAT for each subsequent person is required in accordance with the conditions below. Additional fees and requirements may be levied for non UK residents (due to the charges made by our referencing company and insurers); please ask for further information. In the event that a Guarantor reference is required there is an additional charge of £30 per Guarantor including VAT.

Upon payment of the appropriate administration fee Town & Country will begin the necessary legal and administrative procedures required before any tenancy can be agreed.

**Whereas _____ ("the Applicant(s)") wishes to take a tenancy
over the property known as _____ ("the Property")
for a period of _____ months at a rent of £ _____ and has paid
to Town & Country a non-refundable administration fee of £ _____**

TERMS & CONDITIONS

Town & Country Property Services ("the Agent") will not make the property available to other potential applicants for a period of seven days from the receipt of the administration fee subject to the following terms and conditions:

1. The Agent receives satisfactory references within this time and is able to contact you on the telephone numbers you provide within 1 business day of receipt of such. If we cannot contact you within this time we will assume that you no longer wish to pursue your application.
2. In the event that the Agent withdraws the property from the market prior to the signing of a Tenancy Agreement, the administration fee will promptly be repaid to the Applicant in full.
3. The Applicant may withdraw their application at any time prior to their signing of the Tenancy Agreement but in the event of their so doing the administration fee will be retained by the Agent to cover their costs.
4. If the references supplied in accordance with Clause 1 are not deemed to be satisfactory (for any reason) or are not forthcoming within the time stated, the administration fee will be retained by the Agent to cover their costs.
5. The agreement is subject to contract and prospective Tenants may view a sample Tenancy Agreement prior to payment of the administration fee if they so request.

Upon acceptance as a Tenant and prior to signing a Tenancy Agreement the Tenant must provide the following cleared funds. (Failure to provide these will be deemed to be a breach of this agreement in which event the administration fee will not be repaid):

- a. One calendar month's rent; and
- b. One and a half calendar month's rent which will be held by the Agent as a deposit against damages and breach of

6. There is a charge of £150 including VAT for each Tenancy Agreement renewal (plus a £15 plus VAT surcharge if renewal is requested after a possession notice has been issued). This figure may be increased at the Agent's discretion but should the fee be increased within one month of the renewal of a Tenancy Agreement foreseen in this agreement, then the Agent will not seek to levy the new charge at that specific renewal but the increase will take effect for any future renewals.
7. All monies received must be in the form of cleared funds before the inception of any Tenancy Agreement. You should be aware that it may take a minimum of five working days for cheques to clear the banking system. We are able to accept debit cards and all major credit cards (2% surcharge). We will accept banker's drafts and building society cheques (drawn on their own account) as cleared funds. We discourage tenants from using cash but, will accept cash by prior arrangement.
8. UTILITIES: Gas, electricity, council tax, water, TV Licence (if applicable) telephone and any other relevant authorities must be notified (by the Tenant) at least three working days prior to occupancy to enable the meters to be reconnected, read and the supply facility registered in the Tenant's name. Utility companies will usually require proof of identification and/or previous address when creating or amending existing accounts. We cannot accept any responsibility for any delay of any of the utilities or connection of various suppliers.
9. Your Landlord will insure the building but you will be responsible for insuring the contents of the property. The tenancy of the property will be granted to the proposed Tenant upon the condition that the tenant holds insurance that the Landlord or his Letting Agent considers adequate to protect up to £2,500 against accidental damage caused by the Tenant, to the contents, furniture, fixtures and fittings at the property as described in the inventory.

- 10. A standing order agreement for the amount of the monthly rent must be completed, signed by the Tenant and returned to the Agent prior to the commencement of any tenancy.
- 11. A full and detailed inventory must be signed by the Tenant before any tenancy commences. The Tenant should satisfy themselves that the inventory is accurate and reflects the quality and quantity of furnishings in the premises. If the Tenant believes that there is an error in the inventory they must notify the Agent within twenty-four hours of the Tenancy commencing. Failure to do this will be taken as the Tenants unreserved agreement to the inventory.
- 12. All fees must be paid and relevant legal documentation signed before entry to the property is permitted. Proof of identity must be shown prior to signing of Tenancy Agreement. Identification can be in the form of driving licence with photograph or passport.
- 13. The Agent will at their discretion release details of any Tenant including forwarding addresses to any utility requesting such information or any agency/landlord acting on their authority.
- 14. Should you require a reference from the Agent to assist you with obtaining further accommodation the Agent will issue as non-specific reference directly to you for an administration fee of £25 including VAT upon request. Any reference offered by the Agent is in no way binding on the Agent and does not form any guarantee of any sort. If the Agent is approached by a company other than a professional referencing agency after your Tenancy has expired then our administration cost will be £35 including VAT.
- 15. As per the provision of Section 3 (1) of the Estate Agents Act 1979 we will not discriminate against any person in breach of the Sex Discrimination Act 1975 or the Race Relations Act 1976. In accordance with the Data Protection Act, any personal data provided may be held on computer but will only be used in accordance with that Act. By signing this form you give consent for your details to be passed on to Home Move Box Ltd. Home Move Box Ltd will pass your information onto its partners (as listed on www.homemovebox.com) who may contact you to run through their offers, and act as the data controller. Please tick this box if you would like us not to do this ().

YOUR INFORMATION

Please answer the following questions in full as they form part of this agreement. Failure to answer these questions in a complete and correct fashion will be deemed to be a breach of this agreement. No refund of the administration fee will be due in this event.

i. The Tenancy Agreement forbids the Tenant to have any animals or domestic pets in the premises without the specific consent of the Landlord. Do you have any pets: **YES / NO** (If yes, please provide details of the number, age, species and breed)

ii. Do you intend to share the property with another person(s)? **YES / NO**
 (if yes, please provide the names, dates of birth and your relationship to those people)

If you intend to share the property or if you wish to allow a person not named on this agreement to reside at the property for any period of time you must inform the Agent. Any tenant not detailed on this form will only be accepted subject to satisfactory completion of our Tenants Initial Requirements and payment of the relevant fees.

iii. Are you receiving, or will you be requesting Housing Benefit? **YES / NO**

iv. Do you or any other parties to this agreement whether named above or not smoke? **YES / NO**
 (The terms of your Tenancy Agreement may prohibit smoking in the Property. If you are unsure as to the rules regarding the specific Property please ask the Agent.)

AGREEMENT

If you are unclear as to the meaning or implications of any of the above you are strongly advised to seek clarification from the Agent or any other suitably qualified person before signing this agreement.

I/We have read the above and fully understand and agree with the contents thereof. I understand that in signing this agreement I/we will be legally bound by its terms and that this may result in our administration fee being paid and not refunded.

APPLICANTS SIGNATURE(S) _____ DATE: _____

_____ DATE: _____

APPLICANTS FULL NAME(S) _____ PHONE NUMBER 1: _____

(Use block capitals) _____ PHONE NUMBER 2: _____