



Tenant Terms and Conditions

Schedule - Commission fees of Douglas & Maxwell Estates

All our fees are not subject to VAT

Administration includes (per tenant): £145.00

(Usually payable via a deduction from your holding deposit)

- Credit referencing, (Landlord(s), employer(s), bank, accountant)
- Right to Rent checks in accordance with the Immigration Act 2014
- Contract fee
- Execution of tenancy

Change of occupancy with existing tenancy (per tenant) £145.00

Letter sent for late/non-payment £55.00

(Per letter, if we manage on behalf of Landlord)

Tenancy renewal - Long let £70.00

(New contract)

Inventory Check out £65.00

Abort inspection/Check in & out/contractor visit fee £25.00

(N.B minimum of 4 hours cancellation notice required)

OTHER FEES

Holding Deposit £300.00 (*approx.*)

(Payable in the interim period before tenancy agreement is signed, can be used to make deductions against your 1st months' rent)

One months' rent due on day of move cleared funds only

Tenancy deposit – Long let tenancy Equivalent to 6

(Payable at the time of signing the agreement – will be protected by a statutory Tenancy deposit scheme if is an AST)

** To calculate, multiply the monthly rental figure by 1.5**

weeks rent

Tenancy deposit– Short let tenancy £700.00 or equivalent to

(Payable at the time of signing the agreement.
Will be protected by a statutory tenancy deposit scheme if it is an AST)

One weeks' rent
(*Whichever is greater*)

EARLY TERMINATION

Should you need to withdraw from the agreement early and the landlord agrees that you can terminate early, you will be responsible for the repayment of the pro-rata commission paid in advance by the landlord for the unexpired portion of the tenancy, unless you are exercising a break clause which would be contained in your tenancy agreement.

CHANGE OF OCCUPANCY DURING THE TERM

It is your obligation to obtain written consent from the landlord for any change in the identity of the tenants. Upon receipt of this consent Douglas & Maxwell Estates will draw up a tenancy agreement for signature by all parties.

If any charges remain outstanding at the end of the tenancy, Douglas & Maxwell Estates will deduct the amount due from the deposit.

RENEWAL OF TENANCY

Please contact us in advance if you wish to extend your tenancy.

PAYMENT OF RENT

The first instalment of rent must be paid in cleared funds on the day you move into the property. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account three days before the rent is due. It is preferred that the standing order is paid by a single standing order.

HOLDING FEE

Douglas & Maxwell Estates will request a holding fee, usually around £300.00 which will show your commitment to the Landlord that you are serious about taking up the tenancy. Please do bear in mind though, that this holding fee does not constitute a tenancy or offer of a tenancy. The receipt of the holding fee will prevent the Landlord from letting the property to someone else in the interim period of processing successful credit references. This will usually be offset against your first months' rent. In the event the landlord decides not to let the property, then you will receive your deposit in full. But if it becomes apparent that you had given inaccurate information about yourself you could lose the deposit, the same will apply if you decide not to move in after paying the holding deposit and also upon unacceptable references. This fee will be held by Douglas & Maxwell Estates in a 'Client Account' at the Royal Bank of Scotland, separate to Douglas & Maxwell Estates' Business Account.

DEPOSIT

A deposit equivalent to six weeks' rent must be paid in cleared funds when you sign the tenancy agreement and is held by Douglas & Maxwell Estates Ltd as Stakeholder for the duration of the tenancy, in accordance with the terms of the tenancy agreement. Where applicable, Douglas & Maxwell Estates will register the deposit monies with a deposit protection scheme named Tenancy deposits Solutions Ltd trading as mydeposits.co.uk on the landlord's behalf – to safeguard it for you for the term. The monies will then be held in a 'Client Account' at the Royal Bank of Scotland, separate to Douglas & Maxwell Estates' Business account. The deposit gives your Landlord protection against you leaving without paying your rent or for any damages not fixed. Douglas & Maxwell Estates exclude liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. The tenancy agreement entered into is between the landlord and the tenant and, therefore, the tenant cannot hold Douglas & Maxwell Estates liable for any deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by Douglas & Maxwell Estates.

ANTI-MONEY LAUNDERING REGULATIONS

Douglas & Maxwell Estates are subject to the Money Laundering Regulations 2007. As a result we will need to ask you for suitable identification, and will be unable to proceed with any work on your behalf if we are unable to obtain this from you. We hold customers' identity on our records for a period of 5 years and, where appropriate, we obtain proof of ownership of property.

REFERENCES/IDENTIFICATION

Due to the new Right to Rent rules, a new law introduced as part of The Immigration Act 2014, we will need to check your photographic ID and other relevant documentation to satisfy the law, before we proceed with your new tenancy.

We will take up references based on the details that you have supplied to us. These references may be passed to our client so that they can make a decision on granting a tenancy.

You are responsible for any administration charges levied by your own bank in relation to obtaining a reference.

CHECK IN & CHECK OUT

Douglas & Maxwell Estates will be instructed by the landlord as to what arrangements are to be made for the inventory and condition report and check-in & out service. Unless agreed otherwise, the tenant will be liable to pay the check-out fee. We advise you to make yourself available for the check-in and check-out process.

MANAGEMENT OF THE PROPERTY

At the start of the tenancy we will advise you who is responsible for managing the property. This is not always Douglas & Maxwell Estates. Where we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the property, we may have to obtain the landlord's consent before proceeding with a repair. If we hold a set of keys, we can usually provide access to our contractors (with your permission at least 24 hours in advance or less whichever is suited). However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access. In the event of an urgent issue please contact us on **T:** 020 3754 0303, **M:** 07498 280 299, **E:** help@dm-estates.co.uk

INSURANCE

It is your responsibility to insure your own belongings throughout the tenancy.

UTILITIES

If applicable, you will be responsible for the payment of telephone, gas, water, electricity and council tax accounts at the property during your tenancy-directly with the various providers. If applicable, you will be responsible to notify these providers and the local authority that you are moving into/out of the property also to ensure you receive nil balance statements when you move out. You may also be responsible for ensuring that a valid television licence remains in place for the duration of the tenancy. Utility companies will always require the occupant to provide access for any visit.

TAXATION

If you pay rent directly to your landlord's bank account and your landlord is resident overseas, you will be responsible for applying the provisions of the HM Revenue and Customs Non-Resident Landlords scheme for taxing UK rental income and should ask us for advice on this. These provisions do not apply where you are paying your rent to Douglas & Maxwell Estates.

VAT

All charges levied by Douglas & Maxwell Estates are not subject to VAT.

COMPLAINTS PROCEDURE

Should you have any problems with Douglas & Maxwell Estates' service which you are unable to resolve, you should write to The Director at 4 Downs House, 34 Violet Lane, Croydon, CR0 4HF. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 21 working days. If you remain dissatisfied, you are entitled to refer the matter by post to the Ombudsman Services, The Brew House, Wilderspool Park, Greenall's Avenue, Warrington, WA4 6HL, within six months for a review by completing the form on their website found via this <https://www.ombudsman-services.org/what-are-you-complaining-about-os.html> - you may telephone them also on 0330 440 1634.

DATA PROTECTION

Douglas & Maxwell Estates will retain your file on our system for no longer than is necessary for the purpose we obtained it. We may have to forward your file onto the Home Office in certain circumstances - upon their request.

PRIVACY POLICY

Douglas & Maxwell Estates will keep your personal information secure from any 3rd party. If your details are needed for disclosure to serve an official purpose, you will be notified.

AMENDMENTS

Douglas & Maxwell Estates reserve the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

SUBLETTING

By completing this form you confirm that you intend to enter into a private residential tenancy in your name and that you will not (i) sublet the property; (ii) advertise the property on any print or other media, including (but not limited to) internet-based marketing website; or other social media or messaging website or app (iii) take in paying guests or lodgers, without the prior consent of the Landlord.

PLEASE NOTE

This agreement and the Tenancy agreement is conditional, upon successful credit & ID checks being executed before you move into the property

Declaration

I/We agree to abide with these terms and conditions

Signed Tenant 1..... Print name..... Date.....

Signed Tenant 2..... Print name..... Date.....

Signed Tenant 3..... Print name..... Date.....

Other Occupants:

1) Name

2) Name

3) Name