

Tenant Standard Terms and Fees

The purpose of this document is to provide guidance on standard Tenant Information and obligations. This should be read alongside the Tenancy Agreement and the Terms of Offer. Our charges which are payable upon acceptance of your offer by the landlord.

Holding Deposit (One Week's Rent)

To take the property off the market whilst mandatory references are carried out. This fee would only be refundable if the landlord decides not to go ahead with a tenancy once a satisfactory reference has been obtained. This fee would also go against the initial monies due on occupation of a property

Deposit (5 weeks rent)

A deposit equivalent to five weeks' rent must be paid in cleared funds when you sign the Tenancy Agreement in accordance with the terms of the Tenancy Agreement. Where applicable, Clarets Residential will register the deposit monies with a Government-accredited tenancy deposit protection scheme on the Landlord's behalf. All deposit deductions must be agreed in writing by both Landlord and Tenant upon the termination of the tenancy. The Tenancy Agreement is between the Landlord and the Tenant and therefore the Tenant cannot hold Clarets Residential liable for any deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by the deposit scheme.

Payment of Rent

The Rent in cleared funds is due in advance of the Rent Due Date as specified in the Tenancy Agreement. Note that standing orders or payment plans must be set up so that the funds leave your account three days before the Rent is due. A minimum of the first instalment of Rent must be paid upon signing the Tenancy Agreement.

Utilities

You will be responsible for the payment of telephone, gas, water and electricity accounts and council tax at the Property during your tenancy. It is your responsibility to notify the relevant companies and the local authority that you are moving into/out of the Property. You are also responsible for ensuring that a valid television licence remains in place for the duration of the tenancy, if required.

Insurance

As a condition into entering into one of our tenancy agreements the tenants shall ensure they have sufficient means to cover their liability for accidental damage to the Landlord's property, furniture, fixtures and fittings.

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 Clarets Residential. 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. Where we manage a Property and hold keys, the Tenant is to inform the Property Management Team if they want to be present when works take place. However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access. If you are not available when contractors arrive or do not allow contractors to complete the job for any reason, there will be a cost of £60.00 (incl. VAT) payable by the Tenant (s). No contractors will be appointed to the Property until the charge is cleared.

Renewal of Tenancy - Free of charge

Please contact us in at least 2 months before the end of your agreement if you wish to extend your tenancy

Taxation

If your Landlord is resident outside the UK we recommend you contact HMRC (www.hmrc.gov.uk) to ensure you are compliant with the current regulations. Please note that Clarets Residential is not liable for the tax implications of rental payments to overseas Landlords. These provisions do not apply where you are paying your rent to Clarets Residential.

Anti-Money Laundering Regulations

We are required by the Money Laundering Regulations 2007 to undertake enquiries at the outset of our agreement (and possibly at later stages also) to ensure that we have ascertained and verified the identity of our Client, and have understood the source of all funding to be used by you in any transaction. We will discuss with you the materials we need you to provide to us. Please note that we are not permitted to commence or continue providing any services to you until all requested materials have been provided.

Complaints Procedure

If you have a complaint please contact Adam Claret, Managing Director, preferably by email (adam@clarets-residential.com), with a full description of the issue. Adam will then liaise with those relevant to help resolve your concerns.

Customer service is taken very seriously at Clarets Residential and in light of this we have a three stage complaints procedure:

Stage 1 – Informal: A person wishing to make a complaint should explain clearly what he or she is dissatisfied with, and what he or she wishes Clarets Residential to do. A response to a complaint at an informal stage will be made as soon as possible and in any event within 10 working days.

Stage 2 – Formal: A formal complaint will be recorded and acknowledged by our Accounts Director, who will then write to the relevant department instructing them to investigate the complaint and deal with it appropriately. A written response from the department will be provided within 20 working days. If this period is exceeded the customer will be informed as to why this is the case.

Stage 3 – Reviews: If dissatisfied with the stage 2 responses, the customer can refer the matter to The Property Ombudsman (TPO) within six months for a review. To avoid doubt, TPO will only review complaints made by consumers.

Amendments

Clarets Residential. Reserve the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

