



## **SUBJECT TO CONTRACT LETTER**

**RESERVATION FEE:** After you have viewed a property you may reserve it by payment of a reservation fee (EQUIVALENT TO 2 WEEK'S RENT). Once your offer has been accepted this reservation fee is shown as credit to your final account. This reservation fee is refundable if the property is withdrawn by the landlord before your move in date, except for the referencing fee (charged at a rate of **£65** per person inclusive of VAT on a assured short hold tenancy agreement or **£195** inclusive of VAT on company let agreement, however **this reservation fee is NOT REFUNDABLE IF YOU DECIDE TO WITHDRAW YOUR APPLICATION or if your references are found to be false, misleading or untruthful in any manner, or if your reference check exceeds the 10 Day Period.**

**REFERENCES:** Tenants will have to provide references before the move-in date in respect of each tenant. (**Please Note:** no applicant will be able to move in unless all references have been processed and verified).

**REQUIRED REFERENCES:** (1) Bank/Building Society and Credit Reference Check, (2) Employment (3) Previous Landlord and 4) a personal or character reference maybe acceptable subject to landlord discretions (IF APPLICABLE). Copy of Photo ID (Valid Passport, Driving License, EU ID Card) and Proof of address dated within last three months (Utility Bills, Bank Statement, etc.) Overseas Tenants and Students Must Have UK Guarantors or Must Pay a Minimum Of 6 Or 12 Months' Rent in Advance.

**DEPOSIT:** We require a deposit/bond equivalent to 6 or 8 week's rent (Depending on Property). This is registered with an independent depository scheme, and is returnable at the end of the tenancy, providing the property has not been damaged beyond accepted wear & tear, the inventory is complete and there are no bills outstanding. **If any charges remain outstanding at the end of the tenancy, The Landlord/Agent will deduct the amount due from the deposit.**

**TENANCY SET UP & ADMINISTRATION FEE:** Our administration fee for setting up the tenancy is a minimum of £299 inclusive of VAT. Guarantor reference fees are charged at £65 inclusive of VAT (per person). Company Lets are charged at minimum of £495 inclusive of VAT (we require a letter from your current accountant clearly showing at least 12 months of trading). The registration of your Deposit with an independent government authorised body is charged at £35 inclusive of VAT for each fixed term of the tenancy.

**CHANGEOVER OF TENANT'S:** If a changeover of tenant is required mid-term of contract, the proposed tenant will be subject to Amber & Co's stringent referencing procedure, and only when we have approval of references and authorisation from Landlords will a changeover of tenancy be granted. Any proposed tenant/s will be charged £65 inclusive of VAT per person referencing fee, minimum of £99 inclusive of VAT tenancy arrangement fee and £35 inclusive of VAT to re-register the deposit, and for company lets payable in advance prior to taking up occupancy.

**LATE OR NON-PAYMENT:** An administration fee of £99 inclusive of VAT will be charged for each letter/email sent by Amber regarding late or non-payment of rent for administration charges.

**LANDLORD REFERENCE:** A landlord reference may be requested by a tenant. The administration fee for this service is minimum of £50 inclusive of VAT each tenant and is payable upon request.

**RENEWALS:** Existing tenants are expected to pay a minimum fee of £99 inclusive of VAT to renew a new tenancy agreement plus £35 inclusive of VAT to re-register the deposit, payable in advance and all tenants must comply with the Immigration status check prior to the start of the new tenancy.

**TENANCY SET UP & ADMINISTRATION FEE INCLUDES:** production of the tenancy agreement including any individually negotiated clauses. Production of the deed of guarantee if applicable. Compiling, submitting and completing reference reports for submission to your prospective landlords. Obtaining acceptance of your reference report from your prospective landlords. Obtaining & verifying all safety certificates and consents are in place prior to the move in date. Arrange quotes and organising any work required per-let. Ensuring all paperwork is complete and in place prior to the move in date. Taking payment of the move in monies. Registering the deposit with the TDS and issuing a certificate of registration, where applicable.

**REFUND:** In any circumstances where monies are refundable this may take up to 10 working days.

**SHARERS:** For sharers, please be aware that the rent will be payable from just one bank account. Only one standing order is accepted per property. We advise to delegate a LEAD TENANT for the purpose of day to day communication with landlords or agent.

**SIGNING THE AGREEMENT:** All parties must be available to sign the tenancy agreement by appointment. Please note that this can only take place during office hours, Mon – Thurs 9.30am – 7pm, Friday 9.30am to 6pm, and Saturday 9.30am – 3.00pm.

**INVENTORIES, CHECK IN & OUT:** An inventory of the contents and schedule of condition will be prepared and a copy of which will be given to the tenant to check and sign at the commencement of the tenancy. Charges for preparing an independent inventory and for checking the tenant in and out vary depending upon the size of the property. The tenant will be advised of costs involved prior to the compiling of the inventory. Where Amber & Co organise the check out on the expiration, the cost of the service will be minimum **£95.00 inclusive of VAT** (if applicable).

**UTILITIES:** The Council Tax, Gas, Electricity and Water Rates are transferred into the new tenant's name for the duration of the tenancy. **IT IS THE TENANT'S RESPONSIBILITY TO TAKE METER READINGS AT THE COMMENCEMENT AND EXPIRATION OF THE TENANCY AND TO INFORM THE VARIOUS UTILITIES OF THE READINGS.**

**STAMP DUTY:** Stamp Duty Land Tax is due on rents that exceed £125,000, cumulatively, during tenancies and (unlike SDLT for sales transactions) is charged at 1% on any amount over and above that threshold, not on the entire cumulative amount of rent.

**T.V. LICENCE:** - The tenant/s are legally responsible for paying the T.V. licence for the property they are renting, regardless of who owns the TV in the property.

**TELEPHONE, CABLE & INTERNET SERVICES:** - It is the responsibility of the tenants to inform British Telecom or whichever Telecommunication Company supplies the service/s of their impending tenancy.

**VACANT PERIODS:** If the property is to be left empty for a period exceeding **21 days**, the Landlord/Agent must be informed of this before the tenant/s departure from the property. After this period or period agreed and determined previously, the Landlord/Agent may re-enter upon the premises and immediately and thereupon the tenant shall be absolutely determined without prejudice to the remedies of the Landlord/Agent.

**PETS:** Generally, Landlords do not allow pets, however there are exceptions, but usually a larger deposit is required and an additional clause added to the tenancy agreement to cover any potential damage caused by the pet.

**INSURANCE:** Tenants must insure their own possessions; this is not the responsibility of the Landlords.



PROPERTY ADDRESS: .....

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Agreed Rent: £.....PW £.....PCM

INITIAL MONIES (Subject to Final Rent Agreed).

First, Six or Twelve Month's Rent in Advance: £.....

6 or 8 Week's Rent as Security Deposit/Bond: £.....

Deposit Registration Fee: incl VAT £35

Administration Fees: incl VAT £299/£495

Guarantor Fees: incl VAT (If Applicable) £.....

Inventory + Check in Fees: incl VAT (If Applicable) £.....

TOTAL: £.....

LESS RESERVATION FEE: £.....

FINAL BALANCE OF MONIES DUE BEFORE MOVE IN: £.....

PLEASE NOTE: All funds must be cleared a minimum of 5 working days prior to the move in date, if the funds are not cleared, we are unable to release any keys to the tenant/s and the start of tenancy will be postponed at your expense. (You will be responsible for any loss of rental income due to the landlord/s).

Terms (months): .....

Start Date: .....

Tenancy Type: .....

Furnished  Unfurnished  Part Furnished

INCLUSIVE BILLS: (If Applicable)

Council Tax: Yes  No  Gas: Yes  No

Electricity: Yes  No  Water: Yes  No

Hot Water: Yes  No  Heating: Yes  No

Additional Information & Requests: .....

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PAYMENTS TO BE MADE TO THE FOLLOWING...

Bank Name: NatWest

Company Name: Amber & Co (MGNT) Ltd

Account No: 61609447

Sort Code: 60 02 12

INTERNATIONAL PAYMENT:

IBAN: GB96 NWBK 600212 61609447

BIC (Swift): NWBK GB 2L

Payment Ref: .....

**TERMS OF CONDITIONS:**

**PLEASE NOTE:** Placing a reservation fee does not guarantee you the property; it simply means that the property is taken off the market for a maximum of 10 days whilst your references are submitted & verified. If you exceed the 10 days period the property will be placed back on the market, and you will forfeit the non-refundable reservation fee and any referencing fees.

It is important that the time frames mentioned on pages 1 and 2 are adhered to. Failure to complete the above-mentioned requirements will jeopardise your ability to continue with this tenancy application, and could lead to your offer being cancelled and you being penalised. We recommend that all the above be sent by EMAIL rather than post as this speed up the process.

If this document has been emailed to you, please be informed that by making the digital transfer of the reservation fee you are committing to the contents of this document whether you have signed it or not.

You may find that due to any unforeseen circumstances that you cannot keep up with your rental application. This could be because one of your sharers has pulled out, or loss of job, etc. This unfortunately is beyond our control and can result in the loss of your deposit.

**Tenants Insurance** | We will pass your details to Letsure and HomeLet who may contact you by telephone, in relation to tenant's insurance. Tick this box to opt-out.

**Utilities** | We will pass your details to tenant shop who may contact you in relation to utilities and other home services. Tick this box to opt-out.

**By signing this document, you are confirming that you have read and understood the responsibilities of placing a reservation fee and terms of conditions.**

**TO BE SIGNED BY PROPOSED (LEAD) TENANT:**

Print Name: .....

Signature: .....

Date: .....

Tel: .....

Email: .....

**TO BE SIGNED BY NEGOTIATOR:**

Print Name: .....

Signature: .....

Date: .....

Tel: .....

Email: .....@amberandco.co.uk