

GENERAL INFORMATION FOR TENANTS

Property Address:

Property Reference:

This information is issued to you in anticipation of you making an application to rent a property from us. It is intended to inform you of certain important information and matters you need to be aware of as your application is processed and you proceed towards completion of the tenancy and moving into the property. All tenants and any Guarantors should read, sign and return one copy to us along with your application forms so we know you have received this advice. You should also retain a copy for your own information and keep it with the other documents that will be issued to you in the course of completing your tenancy.

BEFORE THE START OF TENANCY – THE APPLICATION PROCESS

RESERVING A PROPERTY

To reserve a property you have viewed a reservation fee must be paid when you submit your application forms to cover various costs including referencing and all our other pre letting tasks and finally the preparation of your agreement, inventory and any other legal documents. This fee will be confirmed to you by your local office. If we have agreed to hold the property for you this can only be for two working days after you have confirmed you wish to take it, and if we have not received your forms by that time then the property may be let to other tenants. We must in any case continue advertising and showing the property to other prospective tenants but we will only accept and process one formal application at a time. Once your forms and application fee have been received the property will be held for you until the processing of your application is completed.

REFERENCING

All persons over the age of 18 and residing at the property as their main residence will need to pay a reservation fee and be referenced whether or not they are to be named as tenants. Our referencing is carried out by an independent professional referencing company and includes all the personal, credit and employment checks you would expect to be undertaken to verify your ability to act as a responsible tenant capable of meeting their commitments as set out in the tenancy agreement.

CANCELLATION OF APPLICATIONS

If you withdraw your application at any time, or if for any reason you do not satisfy the referencing requirements referred to above, then your reservation fee will be returned to you by cheque after making an appropriate deduction to pay any referencing charges we incur and also to reflect the amount of work that has been completed by us. Again this fee will be confirmed to you by our local office.

GUARANTORS

In certain cases a Guarantor must be provided at the start of the tenancy and the same Guarantor or a replacement Guarantor must guarantee the tenancy for as long as it continues. The Guarantor must also complete an application form and be referenced and again should your application be declined because the Guarantor does not satisfy the referencing requirements then the same deductions as referred to immediately above will be made before the reservation fee is returned to you by cheque.

DEPOSIT

Before you move into the property, and possibly at the application stage, you will need to pay the long term security deposit which can be up to 6 weeks rent or more on certain properties. Your local office will advise the exact amount in relation to your proposed property.

Where a Landlord agrees a cat or a dog can be kept at the property then the security deposit must be increased by £150 for each such pet. Any net amount returnable from this additional security deposit will almost certainly not be returned for up to 6 weeks after vacating. Please note the amount of your deposit will need to be increased by these amounts should your Landlord agree that you may keep a cat or a dog at the property at any time after the tenancy has commenced.

PROTECTION OF TENANT DEPOSIT

Your tenancy will usually be either an Assured Shorthold (AST) or an Assured tenancy (AT) and a blank copy can be provided for you and any Guarantor on request to our office. If the tenancy is to be an Assured Shorthold Tenancy (AST) then the deposit will be registered in accordance with the Tenancy Deposit Protection regulations which came into force on 6th April 2007. You will be given more information on this subject and also served with a notice within 14 days of paying the deposit advising which of the three Government approved schemes the deposit is to be registered with.

If it is to be Deposit Protection Service Custodial Scheme please visit the link below to see their full Terms and Conditions and Scheme Rules. If you need hard copy of this please ask us so we can provide one <http://www.depositprotection.com/documents/terms-and-conditions.pdf> to see their full Terms and Conditions and Scheme Rules.

If you have an Assured Shorthold tenancy then the deposit is held by us or the Landlord as Stakeholder. But if you have any other type of tenancy then the deposit will be held by Castle Estates as Agent for the Landlord.

STARTING THE TENANCY

MOVING IN

Appointments to move into the property can only take place during office hours and on the day of moving into your property you will need to bring further monies to cover any other fees such as for pets and the security deposit if not already paid and between 2 and 6 weeks rent depending on the exact tenancy commencement date. We will confirm to you verbally the exact amount payable by you and if time permits will also advise you in writing. Please note unless we accept credit cards **these monies MUST be paid in cash, Building Society counter cheque or by Bankers draft** - personal cheques will **NOT** be accepted.

Please also note that in order to avoid embarrassment and additional costs **under no circumstances will tenants be checked into a property unless and until** all necessary fees and payments have been paid in full and by way of cleared funds and all tenants are able to sign the necessary legal documentation **before** the legal commencement of the tenancy i.e. taking up authorised occupancy.

If we have facilities for taking fee and deposit payments by credit or debit cards and you prefer to pay this way we will confirm the relevant small charges to you, but you must ensure you have the money in your bank, particularly if you are paying several months' rent in advance.

CHECKING INTO THE PROPERTY

The check-in will either take place at the property where the inventory will also be agreed or at our offices in which case if tenants then check themselves in they will have up to 5 days in which to raise any queries on the inventory which they will also have been asked to sign. Tenants are also advised that although BT points and TV aerial or cable points may be present, there is no guarantee they are 'live' and it is the Tenants responsibility to make these active if they need attention. One set of keys will be handed over and if you require extra keys this must be advised, they will be cut at your expense and must be handed back to Castle Estates when you vacate the property.

DURING THE TENANCY

THE TENANCY AGREEMENT

The Tenancy Agreement will be drawn up for a period of time agreed with you, though the initial term will usually be 6 or 12 months. Provided the tenancy has been conducted satisfactorily and if your Landlord is prepared to renew your tenancy at the end of the initial fixed period you may be offered a Renewal Tenancy. If this happens then depending on the Landlord's instructions to us we will discuss this with you and then ask you to sign a new tenancy agreement and any other necessary formal papers and pay a tenancy renewal fee which we will confirm to you. This process will be repeated every time a new tenancy agreement is offered to you.

PAYMENT OF RENT

Rental payments will either be made on the 1st of every month or the monthly anniversary date of the tenancy start date and you will be advised which. Normally these payments are made by standing order, a form for which will be provided to you by our local office for you to complete and return at the commencement of the tenancy. If your payment date is to be any different we will confirm this to you. Please note however the rent is paid it must be received by us **on or before** the Rent Due Date as stated in the tenancy agreement, not after.

UTILITIES

Unless otherwise agreed and confirmed by us **in writing before the tenancy commences**, you are liable for all payments in respect of gas, electricity, water, cable services and any other utilities and supplies to the property, including all telephone charges. Additionally, **by law**, tenants **MUST** register for Council Tax. The property may be registered with a utilities monitoring company such as Money Angels or Spark Energy. If so you will be advised and expected to sign up to the scheme so the company can monitor the cheapest utility services and provide them to the property - a financial benefit to you at all times during the tenancy.

INSURANCE

You will also be advised on the provision of a Tenant Contents policy and if you have not taken out such a policy it is only because you already have adequate cover in place and have been advised by your existing insurer that it is not prejudiced in any way by you now renting a property as tenants. You therefore accept full responsibility for any damage to the Landlord's goods at the property and for any future public liability claim made against you and which for any reason may not be fully met by your existing insurer.

You need to have a tenant contents policy in place to protect you as this will include accidental damage to the Landlord's goods, public liability insurance for you in case any action by you causes injury or loss to a third party, and alternative accommodation costs should the property be rendered uninhabitable at any time during the tenancy for any reason.

So unless you tell us otherwise we will arrange for an insurance company to contact you on a non obligation basis to advise and discuss this with you.

STAMP DUTY LAND TAX

Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £125,000 then under revised regulations introduced on 1.12.03 the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. If the tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £125,000 figure then they are strongly recommended to seek specialist professional advice and to visit the Inland Revenue Stamp Office website which is located at <http://www.hmrc.gov.uk/so>

WHO MAY OCCUPY THE PROPERTY

If you want any person to live at the property other than members of your immediate family and of course those named as tenants in the tenancy agreement to occupy the property, then you must contact us to discuss this and will require the landlord's written consent. In addition, you may not transfer your tenancy to another person.

However, if one of the named tenants wishes to leave, regardless of whether or not they are to be replaced, please contact us immediately so the necessary arrangements can be made. If another new tenant is to move in then they must complete an application and pay the appropriate fees and satisfactory references must be obtained on them just as for you now. A new agreement may also need to be signed before a new tenant can move in to the property and any appropriate fee for this will be confirmed to you at that time.

AT THE END OF THE TENANCY

WHEN YOU CAN LEAVE

Your tenancy agreement is a legally binding contract; it is for a fixed duration and you cannot give notice to vacate before the expiry date.

If for any reason you vacate your property before the fixed term end date, whether with or without your Landlord's consent, you may legally remain liable for the rental payments to the end of the fixed term. You will also be liable for any out of pocket expenses borne by us or your Landlord as a result of the property needing to be re-let prematurely and this figure will be quoted to you at the time but is usually around £100

In addition you will be responsible for the Landlord's agency re-letting fees as applicable at that time.

GIVING NOTICE

You are only entitled to give notice to leave the property once the tenancy has become what is called Periodic, which means the end of tenancy date as stated in the tenancy agreement has already passed. Once periodic then any of joint tenants can give one month's notice to terminate their own tenancy interest.

The Rent Due Date in the tenancy agreement will tell you by what date any notice you give has to expire as it is the day before that date, known as the last day of a tenancy cycle. For example if your Rent Due Date is 1st monthly and you want to leave by January 31st we must receive your notice in our office **in writing** by December 31st. If your Rent Due Date is say 14th monthly, then to leave at January 13th we would need your notice by December 13th and so on. Notice cannot be given by email it has to be a letter to us.

SALE OF OR RE-LETTING THE PROPERTY AND VIEWINGS

At any time during the last 6 weeks of the tenancy term if you are going to leave at the end of that term, or during any notice given by you, we will require access to accompany prospective tenants to view the property and will give you at least 24 hours notice of our need to do so. Your co-operation in allowing access at such times is greatly appreciated.

MOVING OUT

CHECK-OUT APPOINTMENT

If you are leaving at the end of the tenancy term, or upon receipt of your notice letter during a Periodic tenancy, we will write to you to acknowledge your intended vacation date and time. We will arrange to meet you at the property to carry out the check-out, verify the condition of the property and read the meters. You will be required to return all sets of keys at this meeting as if you do not then you will continue to be liable for the rent on a daily basis until all keys and possession are surrendered.

You must be ready to leave the property and all of your personal effects and your furniture must be removed. If your property has been professionally cleaned prior to your moving in we may charge you for a professional clean when you vacate.

DEPOSIT RETURN

If your tenancy was an Assured Shorthold Tenancy and if the deposit is registered with a Tenancy Deposit Protection (TDP) scheme as referred to at the top of page 2 above then we will need to agree any deductions with you and then both you and the Landlord are required to sign a form confirming your mutual agreement to any such deductions. The deposit can then be paid out accordingly.

You will receive a Prescribed Information Form (PIN) from us or your Landlord either separately or as part of your tenancy agreement (but either way usually within 14 days of paying your deposit) which will confirm how your deposit is being protected. Please note if a dispute arises at the end of the tenancy between you and the Landlord the amount of the deposit in dispute cannot be released until either the matter is resolved and the necessary form signed or else the dispute has been referred to the TDP scheme Administrator or the Courts and an independent decision on apportionment of the deposit has been reached.

It is in everyone's best interests therefore to try and negotiate a mutually acceptable agreement and we would therefore urge your prompt and continued cooperation at the end of the tenancy in order to agree any such deductions.

FEES AND CHARGES

Please note that a fee will be charged for any appointment(s) not kept by the Tenant. The fee will be dependant on the costs incurred as a result of any appointment not being kept. There may be other fees or charges payable to Castle Estates from time to time during your Tenancy. These will be laid out in a Tariff of Fees either within this document or if not which will be given to you separately before your tenancy commences and which you will also be asked to sign.

EMERGENCY CONTACT DETAILS

In case of an urgent need to contact you but difficulty in doing so if possible would you please provide a contact name and number for each tenant - it can be the same for both of course. Please also then answer the other questions that follow on other occupiers ages (if any), pets and whether any tenant is a smoker.

Name: _____ **Number** _____
Contact and number for first tenant

Name: _____ **Number** _____
Contact and number for second tenant

OTHER PERSONAL DETAILS NEEDED

Are you a smoker? YES/NO
First tenant

Are you a smoker? YES/NO
Second tenant

If there are to be any occupiers other than tenants please state names and ages here _____
and any relationship to any named tenant or any other intended occupier

If there are any pets you want to keep at the property please state here what they are _____

DECLARATION:

I/we agree to comply with these terms at all times if a tenancy is granted to me/us. I/we also understand that you reserve the right without explanation and at any time, to refuse me/us a tenancy of certain or all the properties on our books. Our decision will be final and binding, and because of the requirements of the Data Protection Act 1998, we cannot enter into any discussions or explanation on any such decision.

I/we further confirm I/we understand that as part their duties the Agent may, from time to time, be required to release any forwarding address to utility companies and other interested parties once any tenancy granted has come to an end.

Tenant signatures (and Guarantor if applicable)

Signed: _____
First Tenant Second tenant

Print Names _____
First Tenant Second Tenant

Dated: _____ **Dated:** _____

Signed by Guarantor(s): _____
(All of joint guarantors **must** sign)

Dated: _____ Dated: _____

YOUR MANAGING AGENT (calls may be recorded for monitoring purposes)

Agent: Name _____ **Tel.No:** _____
Answer Machine out of Hours

Office hours: _____ **Fax No:** _____ **Mobile:** _____