



Notes/application form for prospective tenants

Once you have found a suitable property, you will be asked to complete an application form. This will allow us to establish that you are likely to meet the standards that we require of tenants, and is not in any way meant to imply a possible doubt upon your character or financial standing.

Fees

The agency fee, equivalent to one third of a month's rent, and your share of the tenancy Agreement cost which amounts to £65.00, will need to accompany a signed copy of these notes. These fees become non-refundable once terms have been agreed in principle and you have verbally been offered and accepted the property. All tenancies are subject to satisfactory references being received and the signing of the Agreement. Tenants do not pay a check-in fee, or towards the preparation of the Inventory and Schedule of Condition. Tenants however are responsible for payment of the checkout fee at the end of the term and this is typically from £75.00 upwards (dependent on the inventory clerk's current rates).

Tenancy renewals are charged at £90.00, plus the cost of a new Agreement.

The above charges are per the property and subject to VAT at the current rate.

When a property may not fall completely vacant at the end of a term, and prospective new tenants are put forward by the remaining occupiers, or lodgers are sought during the term, then an agency fee of £90.00 is payable by each new prospective tenant/lodger.

Applicants who are unable to show an income sufficient to meet a rental commitment, will be asked to provide a Guarantor. The charge for this is £30.00 per applicant.

The above charges are subject to VAT at the current rate.

The Deposit

Given satisfactory references you will be offered a tenancy of the property, subject to the terms of the Tenancy Agreement and the payment in advance of a deposit. The deposit will amount to one and a half months rent. For a deposit paid by cheque we must have at least five working days for clearance.



The deposit is designed to act as security for the performance of your obligations as a tenant, under the Tenancy Agreement. This deposit will be returned to you at the end of the term without interest, and subject to dilapidations or other deductions that may be necessary to compensate the Landlord for any breach of the agreement. In this context we hold the deposit as 'Agent for the Landlord.'

(Dilapidations essentially means charges for the damage/breakage of the Landlords fixtures, fittings and effects, inventory items lost etc. which occur during the period of the tenancy. It is important, therefore, that you look after the property and its fixtures and fittings from the outset.)

An Inventory/Statement of Condition will be prepared prior to occupation, and this will form the basis of the assessment of the property's condition, including inventory items, at the end of the tenancy term. Fair wear and tear is taken into consideration.

Deduction from the deposit and balance return

Dilapidations that occur will be charged to your account, as will accounts from trades people employed to undertake necessary repairs, or replace any items. You will also be liable for our time, which is currently charged out at £60.00 per hour, plus VAT (subject to a minimum charge of £45.00, plus VAT) for putting matters right.

Should there be a requirement by the Agents to replace items from the inventory or clean the property/tidy the gardens at the end of the tenancy, or if there has been a breach of the tenancy agreement, then the return of your deposit will be delayed until all items have been replaced and cleaning work satisfactorily completed.

Tenants obligations

There has already been mention of your obligations under the Tenancy Agreement. It is, therefore, very important that you carefully read through the Tenancy Agreement, and discuss with the agents any element that you do not fully understand, before putting your signature to this legally binding document.

Utilities

You are responsible for the payment of all utilities (gas, oil, electricity and water) during the tenancy, and the agents will automatically advise the relevant companies. Please do not change suppliers without written permission. Prior to the release of your deposit, we will need sight of your final receipted bills.



Telephone

If connected, you are responsible for the payment of all telephone charges during the tenancy. To open your account, dial free on 150 and give the existing telephone number of the property. Please do not change supplier without written permission. Prior to the release of your deposit, we will need sight of your final receipted bill.

Council Tax

As the occupier of the property you are responsible for payment of the Council Tax. The agents will automatically register your details with the relevant department at the Council. (Certain types of tenant may be exempt from paying Council Tax, and some may be entitled to pay a reduced rate. For clarification, tenants are advised to make their own enquiries through Oxford City Council on 01865 252870, West Oxfordshire District Council on 01993 861040 and Cherwell District Council on 01295 227000).

Insurance

The Landlord will insure the structure of the property, as well as his contents. However, we strongly recommend that you insure your own possessions on an "all risks" basis to include accidental damage to anything that may belong to the Landlord.

Rent

Your rent, which is due monthly in advance, should be paid to Simon Fisher by Standing Order Mandate on the due date each month (there can be penalties for late payment – see The First Schedule of the Agreement). If you anticipate difficulties in meeting a particular payment, it is absolutely critical that you let us know well in advance.

Rent in a multiple tenancy

Where there are a number of tenants sharing accommodation, then each tenant will normally pay a proportion of the rent to the one tenant designated by the group as its head tenant, who in turn will pay to Simon Fisher the rent as a whole. Each tenant, however, is jointly and severally responsible for the whole rent so that they are equally liable for the non payment of rent by one of their co tenants should they fail to pay.



The tenancy term

Throughout your tenancy you have the right to enjoy the property without interruption, provided that you abide by the terms and conditions of the tenancy agreement. However, when acting as managing agents, we have an obligation under our contract with the Landlord to inspect the property at regular intervals. Generally this will happen on a quarterly basis, but we do reserve the right to increase the frequency of visits when deemed necessary. We will contact you some three/four days prior to such an appointment, and usually there is no need for you to be present.

Inspections

When applicable, inspections are primarily undertaken to ensure that you, as the tenant, are complying fully with the conditions that are laid down in the Tenancy Agreement. It is also an opportunity for the agents to assess any problems that might be experienced relating to the property, and to consider remedial action, before matters become a major concern.

End of the tenancy

You should be well prepared to hand back the property on the due date. A checkout pack is normally hand delivered two weeks before the end of the tenancy, and this gives full details of the correct procedure. To facilitate matters, and ensure the speedy return of your deposit, it is important that you comply fully.

Leaving early

Under a fixed term Tenancy Agreement, you are responsible for the payment of rent for the full term. If therefore, you need to vacate the premises prior to the end of the term, you will be responsible for the rent for the balance of the term. This contractual obligation may be overcome, (subject to you paying a re-letting fee equivalent to half of one month's rent plus VAT) if we are able to find suitable alternative tenants. It is vital therefore, to let us know as soon as possible if this is intended. Be aware that re-letting at short notice can be difficult, and this option may not be available for tenancies with under six months left to run. If we are successful in obtaining satisfactory new tenants, then we will relieve you from further rent payment as soon as the new tenant makes their first payment.



I/we confirm that I/we have had adequate time to read through these notes fully, and have done so. I/we understand and accept the contents without reservation, and am/are particularly aware of the sections that refer to Fees, the Deposit and Leaving Early. I/we have retained a copy of these notes, as supplied by the agents, for my/our records and future reference.

Signed.....Dated.....

Signed.....Dated.....

Signed.....Dated.....

Signed.....Dated.....



Checklist:-

1. Full name.....

Email.....

Tel.....

2. Full name.....

Email.....

Tel.....

3. Full name.....

Email.....

Tel.....

4. Full name.....

Email.....

Tel.....

A correspondence address.....

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Photocopy of picture/detail page of Passport for each applicant

Agency and tenancy agreement fees inc VAT (£.....)

ver 04.09