

Terms and Conditions: Please sign below in acceptance of the terms and conditions set out below, if in doubt please take legal advice.

ASSURED SHORTHOLD TENANCY AGREEMENT:

A specimen agreement is available upon request at this office, for your perusal, if requested.

TERM:

It is a minimum of 10 months or a maximum of 12 months contracts unless stated differently on list or ask before signing this reservation form.

If you do not have a full group we shall only remove the property from the market for 4 weeks, then we shall remarket the property and you will lose your reservation fee. The following needs to be received by Mather Marshall Lettings before signing the tenancy:-

ID REQUIRED:

Please note that we require student ID numbers/passports, when reserving a property.

GUARANTOR:

A Guarantor must be a home owner and full time employed, failure to provide a qualified guarantor will result in you forfeiting your reservation monies, proof of mortgage statement or a credit check may be required.

FEES:

There is a charge of £35.00 excluding VAT per person, this is to cover all administrative work carried out.

HEAD TENANT:

You will need to arrange one of your group to be Head Tenant, please ensure this person is responsible, they will be dealing with this office direct for your group.

RENT:

Each property is individually priced, the rent is due in **ADVANCE QUARTERLY**, please ensure it is **cleared funds** at this office, rent must be paid by **Bankers Standing Order**, into our Clients Account, if rent is paid by cash/cheque we will charge £11.75 Including VAT handling fee. If the property is sold whilst you are living at the property and is managed by Mather Marshall Lettings you must continue to pay the rent to Mather Marshall Lettings until the end of the contract.

DEPOSIT:

A deposit equivalent to **one and half months rent**, is required this must be cleared funds a month before the tenancy commences. The deposit is held in our Clients Account (as "Stakeholder" no interest is paid) if the property is managed by Mather Marshall Lettings, otherwise the Landlord will hold your deposit. Please note that from 6 April 2007, all deposits must be protected by insurance or held by MYDEPOSITS.CO.UK. We are members of **mydeposits.co.uk**, **please download their tenants information leaflet.**

PROPERTY CONDITION:

If you wish any changes to be made to the property you wish to reserve, please ask for them to be done prior to reservation. The property is reserved as seen.

UTILITIES:

Please note that you are liable for the payment of Gas/Electric/Water. Please note that some students change the suppliers, if we are not informed we do not know who to write to!! Council Tax, students should supply an Exemption Certificate available from the University. We do require you to show evidence of payment of final bills, failure to do so could result in a delay returning your deposit.

INVENTORY:

If the property is managed by Mather Marshall Lettings, we will endeavour to have your inventory ready for you at commencement of tenancy, **this is done by an independent company to Mather Marshall Lettings.** If you do not sign and return the inventory then we shall take it that you are in agreement with the inventory.

Check In there will be given an inventory of the property, this will then need to be signed when you move in. **Tenancy Checkout** the tenants are charged for this, **£60.00 plus** VAT for studio, 1, 2 bedroom properties **£80.00 plus** VAT per 3 bedroom plus properties, if the property is not ready or you fail to attend the agreed checkout appointment you will be charged for another checkout fee. It is in your best interest to attend the checkout, we will not re inspect the property once you have moved out, you are not permitted to re enter the property once the tenancy has expired

KEYS:

All bedroom keys must be left in the bedroom doors, all front door keys must be handed to the checkout clerk who will check to ensure they are the correct keys for the property. Failure to return keys will result in locks having to be changed, this charge will be forwarded to the tenants.

INSURANCE:

The landlord's contents and buildings will be insured. Your own personal property is not covered by the landlord contents insurance, therefore, we strongly recommend you arrange for insurance of your own contents ie computer/bikes etc, your parents insurance may cover you please check this.

ARREARS:

We have **zero tolerance** on arrears, after 7 days of the rental due we shall send a letter or text with a charge of £20 + VAT per letter / text sent, we shall instigate **Legal Proceedings if you fail to pay**, any costs accrued will be forwarded to the bad debtor, please note that all tenants are **joint and several**, therefore, you could be charged for your housemates debts. We have the right to claim all the rental due on the tenancy if any arrears are accrued. An independant debt agency will be instigated and a 10% charge will be added to the debt. If you rent is late, and there is bank fees to be paid for payment to be CHAPS to landlord the administration fee would be charged to the tenant.

ABUSIVE BEHAVIOUR:

All verbal and abusive behaviour will not be tolereated and will result in the Police being informed

GUARANTOR:

A guarantor must be over the age of 30 years old, in full time employment in United Kingdom, a home owner, proof is required, the guarantor is liable to pay rent if tenant fails to do so, also to ensure that the tenant complies to all covenants on the tenancy agreement including their behaviour, if the guarantor is not a homeowner they must pass a credit check the cost of this must be paid in advance

VIEWINGS:

As from the month of December new students will want to view the properties to reserve for the next academic year, please ensure you allow these viewings, if you wish to reserve the property yourself you must inform Mather Marshall Lettings and pay your reservation fee.

CHANGE OF TENANT:

If you wish to move out of the property you will need to find a replacement who will qualify and pass all the necessary requirements, until they have signed the tenancy agreement and returned all necessary paperwork you will still be liable for the rent, you will also need signatures from all your housemates to acknowledge their approval. There will also be a checkout charge per change of tenant. All keys must be handed into our office before transfer.

If you decide to move out and find a replacement or we find a replacement for you there is a charge of £55.00 + VAT admin fee, mydeposits.co.uk fee of £48.00 to change deposit to new tenants and a fee for the remake of the inventory, as the landlord normally pays for the inventory and mydeposits, but as you have reneged on your contract it is only fair that the landlord does not have to pay this again.

GENERAL:

If in doubt, please speak to any Lettings staff, who will be only to happy to help and advise you. The property is reserved as seen, please do not expect the property to change in anyway unless the landlord has agreed redecoration/new carpets, new furniture. The property will be cleaned when the old tenants moved out, but it will not be checked or cleaned after then. An inventory will be handed to you by either ourselves or in the case of the landlord managing the property the landlord will hand this to you. We reserve the right to inform all housing providers in the area of you debt, and would pass the information to credit check companies

AUTHORITY TO DISCLOSE:

Upon signing below you are giving your consent to release your personal details being used by Mather Marshall Lettings in how you have conducted your accounts with us to TenantID, for further information the scheme can be found on www.tenantid.co.uk

ALL MONIES MUST BE RECEIVED AT THIS OFFICE ONE MONTH BEFORE THE TENANCY COMMENCES, FAILURE TO DO SO WILL RESULT IN THE PROPERTY BECOMING AVAILABLE AGAIN TO OTHER STUDENTS, YOU WILL FORFEIT ANY PAYMENTS MADE TO THIS OFFICE IF YOU DO NOT COMPLY WITH THIS.

Signed: _____

Date: _____