



James Bailey

Sales & Lettings

By signing and completing this document, you are agreeing that James Bailey Property Limited can enter into negotiations with the landlord of the property.

Property Address _____

Rental Amount _____ Move In Date _____ Tenancy Length (12/18/24 months) _____

Break Clause: Yes No If Yes, what length: _____

Applicant Name _____

Current Address _____ Post Code _____

Email _____ Mobile No _____

Alternative Address _____

Job Title _____ Company _____

Annual Salary _____ Time At Company _____

Will there be any residents under the age of 18? Yes No

Will there be any pets living at the property? Yes No

If you had answered yes to any of the questions above, please provide further details:

Reason for the move _____

If you have any further requests, then please list them:

I confirm that the information I have provided is accurate and that I have read and understood the terms and conditions detailed overleaf. I understand that by signing this document I am bound by its entire contents.

Name _____ Date _____

Signed _____



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale/letting of your property if you or the applicant register a complaint and The Property Ombudsman asks for it. You also agree that we can disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

James Bailey Property Limited is registered in England. Registered office: 2 Villiers Court, 40 Upper Mulgrave Road, Cheam, SM2 7AJ. Registration No. 13239135





Fees

Notice of late payment of rent will be issued 14 days after the due date. The charge will be interest at 3% above the bank of England base rate from the due date.

Tenant will be liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual cost of the locksmith, new lock and the replacement keys for the tenant, landlord and any other persons requiring the keys will be charges to the tenant. If extra costs are incurred there will be a charge of £15 per hour inc VAT for the time taken replacing the lost key(s) or other security device(s).

It is your obligation to obtain written consent from the landlord for any change in the identity of the tenants, such consent not to be unreasonably withheld or delayed. Upon receipt of the landlord's consent, we will draw up a tenancy agreement for signature by all parties.

Please see below for any sums payable at the end of your tenancy and if you terminate early.

Security Deposit

A security deposit equivalent to five week' if yearly rent is under £50,000 or equivalent to six week' rent if the yearly rent is over £50,000 must be paid in cleared funds when you sign the tenancy agreement and is held by us as Stakeholder for the duration of the tenancy against any unpaid rent, bills, dilapidations and other costs or losses incurred as a result of any breach of the tenancy agreement.

We are a member of a Tenancy Deposit Scheme, which is administered by The Dispute Service Ltd. Full details of the scheme are at www.tenancydepositscheme.com

Where applicable, we will hold the deposit in accordance with the Housing Act 2004 under the terms of the Tenancy Deposit Scheme. Under this scheme undisputed deposits must be returned to you within 10 days of termination of the tenancy. We shall not be liable in relation to loss caused by the insolvency of a financial institution which holds deposits under its contracts with landlords and tenants. Any interest earned on the deposit shall be retained by us.

If a dispute arises at the end of a tenancy, the terms of the Tenancy Deposit Scheme apply. You agree in signing this document to co-operate with any adjudication and agree that the decision of the scheme examiner is final and binding. You or the landlord may choose to seek the decision of the courts instead and your statutory rights to do so are not affected by these Terms and Conditions.

Payment of rent

The first period's rent must be paid in cleared funds before the start of the tenancy. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account 3 working days before the rent is due.

Other payments and early departure

You will be instructed by the landlord as to what arrangements are to be made for the inventory check-in and the check-out. We advise you to make yourself available for check-in and check-out.

Should you wish to terminate your tenancy before the end of the term: a) you will remain liable to pay rent until the term expires of the property is re-let, whichever is earlier; and b) If the property is re-let during the fixed term, you will be responsible for paying to the landlord any pro-rata commission fees that have been or will be incurred by the landlord for the unexpired portion of the tenancy (where we are letting agent, this fee is calculated from 8% of the rent for the fixed term of the tenancy) AND if the new tenancy is for a lesser rent, an amount equal to the difference between the original rent and the new lower rent figure up to the end of the original term; and c) You will also be responsible for any other reasonable costs (eg telephone lines, satellite television contracts, TV licences, cleaning, administration fees) incurred from that point until the end of the term.

For the avoidance of doubt, this clause does not apply where you are exercising a break clause which is contained in your tenancy agreement. Funds must be remitted to us before the necessary deed of surrender can be validated. You agree by signing this document that we will deduct the cost of any other outstanding charges from your deposit if the balance remains unpaid by the end of your tenancy.

References/Identification

We will take up references based on the details that you have supplied to us. In signing this form, you consent to us sharing your information and passing the results of any referencing process to our client(s) so that they can make a decision on granting a tenancy. We reserve the right to cancel any move in on behalf of the landlord where unsatisfactory or late references are provided.

You are responsible for any administration charges levied by your own bank in relation to obtaining a reference.

We will need to obtain and hold evidence confirming your identity in the form of a passport or driving licence, proof of your address and source of funds. We will be unable to proceed with any offer until we are in receipt of this information and have completed a satisfactory check. Your identity may be subject to an electronic identity check which may leave a so_ footprint on your credit report.

Right to Rent

On the acceptance of an agreeable offer (subject to contract), you must provide evidence of your right to remain in the UK, and your right to rent in England. This is a statutory requirement for all occupants aged 18 and over. We will pass this to the landlord who is responsible for carrying out these checks so that they can decide on whether to grant you a tenancy.

Condition and Furnishings

The level of furnishing provided at the property will be as at the time you view the property unless something else is agreed in writing and acknowledged in the tenancy agreement. If there is a particular item important to you, please ensure that you note it on the Tenant Offer Form. Whilst we make every attempt to portray all advertised properties as clearly as possible using floor plans and photographs, we cannot be responsible for your satisfaction upon moving in when you have not viewed the property in person.

Management of the property

At the start of the tenancy, we will advise you who is responsible for managing the property. 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, in most circumstances, we must obtain the landlord's consent before proceeding with a repair.

Where we manage the property, an inspection will be carried out within the first 3 months of the tenancy and 6 monthly thereafter.

Where we manage a property and hold keys, we can usually provide access to our contractors (with your permission). However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

Insurance

It is your responsibility to insure your own belongings throughout the tenancy.

Utilities

It is your responsibility to ensure that your utility accounts are activated correctly, that meter readings are provided to the appropriate companies at the start and end of your tenancy and for payment of all utilities and council tax. You must also notify the local authority of your new residence and ensure that a valid television license remains in place for the duration of your tenancy.

Utility companies will also always require the occupant to provide access for any visit.