

Administration fees

An administration fee of £300 + vat will be payable upon creation of a legally binding tenancy agreement. This is a fixed cost fee that can cover a variety of works depending on the individual circumstances of each tenancy, including but not limited to conducting viewings, negotiating the tenancy, verifying references and drawing up contracts. This charge is applicable per tenancy, and not per individual tenant.

Should you wish to terminate your tenancy before the end of the term and the landlord agrees that you can terminate early, you will be responsible for the repayment of the pro-rata commission paid in advance by the landlord for the unexpired portion of the tenancy, unless you are exercising a break clause which is contained in your tenancy agreement.

If there is any change in the identity of the tenants during the tenancy, then we will notify the landlord for his consent. Upon receipt of this consent, Cochrane & Wilson Ltd will draw up a tenancy agreement for signature by all parties. An administration fee of £200.00 + vat will be charged for this service. This includes withdrawing the outgoing tenants deposit from the DPS and re-lodging the new tenants. It also includes one credit check. If there is more than one tenant leaving the property then a charge of £35 + vat per person for the credit check is required.

Please note, it is the tenants responsibility to pay the rent in full. If there is a dispute between tenants, Cochrane & Wilson Ltd will not get involved. It is the tenants responsibility to sort out any issues within themselves. Inventory check in and check outs must be arranged by the tenants at their own discretion if there are tenant swaps during the duration of the tenancy and at their own cost. The landlord will only pay for the check in at the beginning of the tenancy as per the tenancy agreement.

An administration fee of £50.00 + vat will be charged for each letter sent by Cochrane & Wilson Ltd regarding late or non-payment of rent or administration charges.

A reference may be requested by a tenant at any time. The administration fee for this service is £25.00 + vat and is payable upon request.

If any charges remain outstanding at the end of the tenancy, Cochrane & Wilson Ltd will deduct the amount due from the deposit.

Renewal of tenancy

Please contact us in advance if you wish to extend your tenancy. If the tenancy is renewed, we will make a charge of £50.00 + vat to cover our administration.

Payment of rent

The first instalment of rent must be paid in cleared funds when you sign the tenancy agreement. 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 three days before the rent is due. The full rent must be paid by a single standing order, we are unable to accept multiple standing orders.

Deposit

A deposit equivalent to six weeks' rent must be paid in cleared funds when you sign the tenancy agreement and will be lodged with the DEPOSIT PROTECTION SCHEME. Once lodged the tenants will receive an ID Number from the DPS which is confidential to only them and they will require this at the end of the tenancy. The tenancy agreement entered into is between the landlord and the tenant and therefore the tenant cannot hold Cochrane & Wilson Ltd liable for any deductions made from the deposit which may fall into dispute.

References/identification

We will take up references based on the details that you have supplied to us. These references may be passed to our client so that they can make a decision on granting a tenancy.

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

Before the tenancy can proceed you need to provide us with a photo ID in the form of a passport or EU driving licence.

Right to Rent

On the acceptance of an agreeable offer you must provide evidence of your right to remain in the UK, and thus your 'Right to Rent' in England. This is a requirement for all occupants aged 18 and over. This information will be passed to the landlord so that they can make a decision on granting a tenancy.

Check-in and check-out

Cochrane & Wilson Ltd will be instructed by the landlord as to what arrangements are to be made for the inventory and check-in. Unless agreed otherwise, the landlord will be responsible for the cost of the inventory and check-in and the tenant will be liable for the cost of the check-out (and any missed appointments). We advise you to make yourself available for the check-in and check-out.

Subletting

By completing this form you confirm that you intend to enter into a private residential tenancy in your name and that you will not (i) sublet the property; (ii) advertise the property on any print or other media, including (but not limited to) internet-based marketing website, or other social media or messaging website or app; or (iii) take in paying guests or lodgers, without the prior consent of the landlord.

Management of the property

At the start of the tenancy we will advise you who is responsible for managing the property. This is not always Cochrane & Wilson Ltd. 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, we may have to obtain the landlord's consent before proceeding with a repair.

Where we manage a property and hold keys, we can usually provide access to Cochrane & Wilson Ltd 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

You will be responsible for the payment of telephone, gas, water and electricity accounts at the property during your tenancy, as well as the council tax. It is your responsibility to notify the relevant companies and the local authority that you are moving into/out of the property. You are also responsible for ensuring that a valid television licence remains in place for the duration of the tenancy. Utility companies will also always require the occupant to provide access for any visit.

Taxation

If you pay rent directly to your landlord's bank account and your landlord is resident overseas, you will be responsible for applying the provisions of the HM Revenue and Customs Non-Resident Landlords scheme for taxing UK rental income and should ask us for advice on this. These provisions do not apply where you are paying your rent to Cochrane & Wilson Ltd

Anti-Money Laundering Regulations

Cochrane & Wilson Ltd is subject to the Money Laundering Regulations 2007. As a result we will need to obtain and hold evidence confirming your identity, proof of your address and source / destination of funds. We will be unable to proceed with any offer until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report.

Commission

Any commission or other income earned by Cochrane & Wilson Ltd while carrying out its duties as agent for the landlord in the letting and management of the property will be retained by Cochrane & Wilson Ltd

Complaints procedure

Should you have any problems with Cochrane & Wilson Ltd service which you are unable to resolve with the Negotiator involved or the branch/department Manager, you should write to the Director of the company. This complaint will be acknowledged within five working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you should write to the PRS. Details on our web site.

Consequences of early termination

If you vacate the property prior to the end of the term, you will remain liable to pay rent until the term expires or the property is re-let whichever is earlier. Should the property be re-let during the fixed term but there is some rental void then you will be liable to pay this to the landlord. You will

also be responsible for any other reasonable costs (e.g. telephone lines, satellite television contracts, TV licences, cleaning, admin fees etc) incurred from that point until the end of the term. For the avoidance of doubt this clause shall not take effect where you are operating a break clause within your Tenancy Agreement.

Amendments

Cochrane & Wilson Ltd reserves the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

SIGNED BY TENANTS:

DATE

SIGNED BY COCHRANE & WILSON LTD

DATE