

# TENANT/CONTRACT-HOLDER CHARGES SCHEDULE

**NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON  
OR AFTER 1 SEPT 2019 & STANDARD OCCUPATION  
CONTRACTS SIGNED ON OR AFTER 1<sup>ST</sup> DEC 2022**



[www.bayestateagents.com](http://www.bayestateagents.com)

<b>Holding Deposit (per tenancy)</b>	<b>One week's rent.</b> This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraws from the tenancy, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing). Examples of misleading information include (but are not limited to), information coming back from referencing checks that differs to that supplied in the application process, such as false references, misleading details of current employment or CCJs not being disclosed. Once the tenancy is agreed, the holding deposit will be put towards the first month's rent.
<b>Security Deposit</b>	<b>One and a half month's rent (Two and a half month's rent – Students)</b> This covers damages or defaults on the part of the <i>Tenant/Contract-Holder(s)</i> during the tenancy.
<b>Unpaid Rent</b>	If the <i>Tenant/Contract-Holder(s)</i> does not pay the rent due to the Landlord under the agreement within 7 days of the due date, interest will be applied at 3% above the Bank of England Base Rate from the Rent Due Date until paid. Please Note: This will not be levied until the rent is more than 7 days in arrears.
<b>Lost Key(s) or other Security Device(s)</b>	<i>Where, due to the Tenant/Contract-Holder(s) breach of contract, a lock to the Premises must be changed, added or removed, or a key, or other security device which secures access to the Premises must be replaced, the Contract-Holder shall pay to the Landlord the material costs and, if applicable, Contractor costs of remedying the same. The Landlord shall provide an invoice or a receipt as evidence of loss.</i>
<b>Out of hours call-out</b>	The Tenant/Contract-Holder shall cover any losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the contract-holder arranging an emergency, out of hours contractor call-out where the work was not an emergency, or the works were required as a result of the contract-holder's actions. Where the <i>Tenant/Contract-Holder(s)</i> has locked themselves out and requests that the Agent is called out to the Property outside of office hours, the Tenant/Contract-Holder shall cover any losses suffered by the Landlord, as evidenced by invoice or receipt. Agent availability is not guaranteed and if a replacement key cannot be found, the contract-holder may need to engage a locksmith.
<b>Default payments</b>	If the contract-holder breaches any of the requirements of the agreement, they may be liable to pay the Landlord for any losses incurred as a result of: a failure by the contract-holder to make a payment by the due date to the Landlord or, a breach by the contract-holder of a term of the contract, both subject to any statutorily prescribed limit. The losses the Landlord may claim may include, damages, costs, charges, and expenses incurred as a result of the breach, that the Landlord was unable to mitigate, to put the Landlord back in the same position as if the contract-holder had not breached the agreement.
<b>Missed Appointments</b>	Losses, as evidenced by invoice or receipt, suffered by the Landlord if the contract-holder fails to attend appointments agreed by the contract-holder and arranged by the Agent or Landlord for contractors or others to attend or to carry out work at the Property.
<b>Rent payments that are not by standing order</b>	The Tenant/Contract Holder shall indemnify the Landlord for any loss incurred by the Landlord or their Agent resulting from the dishonouring of any cheque issued by the Contract-Holder or by a third party on the Contract-Holder's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Contract-Holder or the Contract-Holder's bankers.
<b>Replacement Statement</b>	Where the contract-holder requests a replacement written statement the legislation allows for this to be charged for. A charge cannot be made for the original statement, only where a duplicate is requested.

**Damage to the property:**

The contract-holder will be liable for any losses, as evidenced by invoice or receipt, resulting from damage to the Property caused by the activity, or failure to act, by the contract-holder, and other occupiers, or their guests.

**Early Termination (Tenant/Contract-Holder(s)' Request)**

*Early Termination of a contract will be considered by the Agent/Landlord and negotiations on any cost will be determined on the individual circumstances. However, it should be noted that there is no guarantee that the landlord will agree to the proposed early termination and where no such agreement is made, the Tenant/Contract-Holder will remain liable for the total sums as required in the occupation contract. The landlord is fully within their rights to expect to be paid for the entirety of the tenancy.*

**Insurance:**

The Tenant/Contract-Holder must not do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Contract-Holder will indemnify the Landlord for any loss incurred by the Landlord as a result of the Contract-Holder's breach of this provision. The Contract-Holder's belongings within the Premises are their own and are not covered by any insurance policy maintained by the Landlord.

**Costs & Charges:**

The Tenant/Contract Holder shall protect the Landlord from loss arising from a claim that may be brought against the Contract-Holder as a consequence of a breach by the Contract-Holder of any covenant contained in this Contract. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Contract-Holder but without prejudice to the Contract-Holder's right to have such costs assessed by the relevant court.

**Utilities (Gas, Water, Electricity, Telecommunication, TV Licence):**

The Tenant/Contract Holder shall pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Contract will be apportioned. In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Contract-Holder of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Contract-Holder, then the Contract-Holder shall indemnify the Landlord for any costs reasonably incurred in reconnecting or resuming those services.

**Council Tax:**

Payable to the billing authority, if the contract-holder is liable.

**Reimbursement:**

Where the Landlord is entitled to do anything at the cost or expense of the Tenant/Contract-Holder and thereby incurs a loss, then the Tenant/Contract-Holder shall pay by way of damages the loss so suffered by the Landlord promptly when requested so to do failing which the Landlord may treat their loss as a deductible sum from the Deposit.

**Company Let Application Fee:**

£360 (inc. VAT). Non-refundable and payable to secure a property and commence with the application process.

**Please ask a member of staff if you have any questions about our fees.**

**CLIENT MONEY PROTECTION:**

[www.propertymark.co.uk](http://www.propertymark.co.uk)



**INDEPENDENT REDRESS:**

[www.tpos.co.uk](http://www.tpos.co.uk)