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PROTECTED

Hawes & Co – Tenant Fees

Client Money Protection is provided by ARLA Independent Redress is provided by TPO

For further information please access the relevant text within the Consumer Rights Act which is available via the link below - Part 3, chapter 3 of the CRA15 contains a number of provisions relating to the disclosure of lettings fees. Should you have any immediate queries or concerns, however, please contact your nearest Hawes & Co Branch at www.hawesandco.co.uk

http://www.legislation.gov.uk/ukpga/2015/15/part/3/chapter/3/enacted

What fees can I expect to pay if I rent a property with Hawes & Co?

When you have agreed on the property of your choice, Hawes & Co will provide you with Tenant Important Information Sheet. This helps explain not only the next stages of your application but any fees which will be due before you sign your Tenancy Agreement and any fees which may become payable during and after the tenancy. This will also include confirmation of the agreed rent and the security deposit.

Below is a list of our current fee scales. This list is a guide only as many vary depending on the size of the property. Please ask a member of staff for a full breakdown of fees at anytime that may be payable before, during and after a tenancy.

All fees shown include VAT 20%

Fees 'BEFORE' moving in

Reservation Fee	£500 Holding deposit (minimum)	
Fees <u>'FOR'</u> moving in		
Administration Fee Per Person	£234 Incl VAT	
Check Out Fee	£100-350 Incl VAT (depending on property size, cancellations/aborted visits)	
Additional fees which may become payable to some applicants		
Guarantor's Referencing	£120 Incl VAT (per guarantor)	
Permitted occupiers	£120 Incl VAT (per occupier)	
Amendments to the Agreement/Added Clauses	£60 Incl VAT	

Fees <u>'AFTER'</u> moving in	
Extension fee	£120 Incl VAT
Amendments to the Contract	£60 Incl VAT

Rent Arrears	£30 Incl VAT for the 1 st & each subsequent 7 day arrears letter sent plus interest on overdue rent as per the contract signed
Early Termination Fee	£300 Incl VAT arrangement fees plus liability for rent until the day a new tenant commences tenancy plus any fees usually payable by the landlord (at the landlord's discretion)
End of Tenancy reference request	£60 Incl VAT

What is the tenancy reservation fee?

Once paid, the property will be reserved in your name for a period of one week from the date of receipt. If reference forms are not returned within 7 working days the property will be placed back on the market and you will lose the reservation fee. We may show it to other people but no other tenancy applications will be accepted (by Hawes and Co) while the property is being held for you.

If you withdraw from the tenancy at anytime the monies will be forfeited in full.

If you fail references because of undisclosed adverse credit history, the reservation monies will be forfeited in full

When do I pay the tenancy reservation fee?

Once you have decided to apply for a property and the terms of the tenancy have been provisionally agreed with your landlord you will be asked to pay the reservation fee and complete a Tenant Information Form.

What is the tenancy administration fee?

The tenancy set up fee includes the cost of referencing – which will cover checking your credit status, previous employer, current or past landlords, and taking into account any other information to help assess the affordability of your tenancy application. The fee also includes providing a Tenancy Agreement and protecting your security deposit.

When do I pay the tenancy administration fee?

The fee will be deducted from the reservation fee, where there are more than 2 applications you will be invoiced for the Administration Fee before references are started.

Any additional fees that may be applicable to you, for example a guarantor fee, will be collected before we apply for references.

What other fees may be payable before I can move into the property of my choice?

Additional Person

This covers the cost of processing the application and associated paperwork for any additional applicants.

Check Out Fee

This fee is to cover the costs of the Check Out. The Landlord will pay for the Check in. These fees are subject to the landlord having a professional inventory and is usually deducted from your deposit at the end of the tenancy.

Guarantor's Referencing

Depending on the outcome from your application from the referencing company, your earnings or overall financial position may require you to provide a Guarantor. This is not uncommon, and means you have someone on your behalf that undergoes credit referencing – to ensure they have sufficient earnings to cover the overall rent commitments in the event that you, as the tenant, are unable to pay your rent. This fee is payable in respect of each Guarantor to cover credit referencing costs and providing a Deed of Guarantee as part of the Tenancy Agreement, which details their obligations as a Guarantor.

Permitted Occupier

If a person approaching, or is over the age of 18, who will not be permanently residing at the rented property. This only applies in very specific situations and then only with the landlords consent. The administration costs include supplying the relevant documentation that explains in more detail what it means to be a permitted occupier and how this fits in with the tenancy of the property.

Amendments & Special Tenancy Conditions

If you needed a guarantor or the landlord agrees that you can keep pets at the property for example, the standard tenancy agreement will need special conditions and amendments made for which this fee will be charged. This fee will also be charged if you wish to change the agreed terms of the tenancy as the paperwork will need to be changed and produced again.

During and after the tenancy, we offer additional services where fees may apply:

Extension fee

This is the cost of preparing a new Tenancy Agreement and negotiating with your landlord for a further fixed term tenancy. Extending your tenancy, if agreed by your landlord, gives an assurance of staying in the property for a further fixed period, and avoids the uncertainty of a landlord serving notice at any given time.

Amendments & Special Tenancy Conditions

This may be applicable if a change to the tenancy is required mid term. This may be due to a change in personal circumstances and / or a request to leave the tenancy early is agreed prior to the end of the tenancy agreement (this is subject to Landlord consent).

Failed Direct Debits or Standing Order not set up

This fee is to cover the charges and administration cost when a standing order needs to be re-issued or a direct debit fails, the landlords rent cannot be processed and letters need to be sent. Standing orders are out of our control so it essential that you check with your bank well in advance of the rent due date that the standing order is in place and that funds are available to pay the rent. You must also cancel the standing order directly with your bank at the end of the tenancy after the final rent payment has been made as we are unable to do this.

Rent Arrears

The Landlord reserves the right to charge interest on any amounts of rent due and in arrears calculated on a day to day basis from the date that the same shall become due until payment in full is made and recover the interest as though it were rent.

Should rent not be received on the due date, an Administration Charge will be due for the first letter sent confirming non-receipt and for every subsequent 7 day period that rent remains unpaid. All legal costs will be charged to the Tenant.

Early Termination of Tenancy

If the tenant requests an early termination of the contract and the landlord agrees for the property to be remarketed in order to find suitable replacement tenants then the tenant agrees to pay an early termination fee to cover remarketing costs which is to be paid prior to the commencement of remarketing. In addition the tenant may be requested to pay the landlords administration fee at the discretion of the landlord and will also remain liable for the property and the rent until the commencement of the new contract with the replacement tenant.

End of Tenancy reference request

If you wish to leave the property you are renting and apply through a different agent they will want us to provide you with a written reference on how the tenancy was conducted. This fee is to produce and send this.