



This is a legally binding contract in which the parties agree to create a tenancy at a specific future date. If either party is uncertain about the implications of signing this document they should seek legal advice before doing so. This agreement is not a tenancy of any sort. The Reservation and referencing Fees are not covered by Tenancy Deposit Protection legislation as they are not paid in respect of an Assured Shorthold Tenancy. When the tenancy starts, if it is an Assured Shorthold, the tenancy deposit will then need to comply with this legislation.

Costs:

Should the Prospective Tenant withdraw from this contract before entering into the tenancy agreement, they will be liable for the reasonable costs incurred by the Landlord and his Agent. These reasonable costs may be upto the amount of the reservation and referencing fees now paid, particularly if item 5 below applies. These costs will be primarily deducted from the reservation and referencing fees. Any surplus of the reservation and referencing fees not needed for reasonable costs will be returned to the Prospective Tenant, without interest, as soon as possible. Refund will be by crossed cheque and refund to any one of the joint and several Prospective Tenants will be considered adequate as a total refund to all concerned. The costs that may be deducted from the reservation and referencing fees can include the following:

1. Costs of any references or credit checks sought
2. Costs of any administration undertaken to prepare for the tenancy
3. Costs of re-advertising the property to let
4. Costs of any guarantor agreements
5. Costs, in lieu of rent, of keeping the property empty for the tenant

Withdrawal by the landlord:

Should the Landlord withdraw from this agreement, the Prospective Tenant will be entitled to return of the entire Reservation and Referencing Fees they have paid.

Property: _____

Tenants Name(s) _____

Rent £ _____ Deposit £ _____

Reservation Fees £ _____ Received by _____ Date _____

Reference Fees £ _____ Received by _____ Date _____

I confirm that I have received a copy of these terms and conditions and a sample Tenancy all of which can be view at www.cleeve.co.uk/downloads/tenants/SAMPLE-TENANCY.pdf .Also that I have been given the opportunity to read and agree to them before paying the Reservation and Reference Fees.

Signed: _____ Signed: _____

Date: _____ Date: _____

**By the Prospective Tenant
Reservation of Property**

**By Cleeve Residential Lettings Ltd
On behalf of the Landlord**

