



## Contract Holder (Tenant) Fee Information

**CLIENT MONEY PROTECTION** Client Money Protect provide client money protection for R K Lucas & Son

**REDRESS SCHEME** R K Lucas & Son is a member of the Property Ombudsman

Item	Cost	Responsible for Payment of Cost
Loss of keys, security key/fob	Cost of replacement keys/fob	Contract holder
Replacement of locks due to key loss or breach of contract	Cost of locksmith and replacement locks	Contract holder
Utilities and Services	Reasonable costs incurred by landlord as a result of contract holder disconnecting utility supplies to the property, or non-payment of services throughout the duration of contract	Contract holder
Breach of Contract (Costs and charges)	Reasonable costs incurred by the landlord as a result of contract holder's breach of occupation contract	Contract holder
Late payment of rent	Pay to the Landlord interest at the rate of 3% per annum above the Bank of England's base rate on any rent or any other money remaining unpaid for more than seven days	Contract holder
Additional written statement	£12 including VAT	Contract holder
Failure to finalise checkout inventory/schedule of condition due to personal effects left by Contract Holder	Pay to the Landlord any additional expenses which the Landlord reasonably incurred	Contract holder
Missed checkout appointment	Pay to the Landlord any loss arising from the failure to keep a mutually agreed appointment to complete the check-out procedures, which shall include any costs incurred in arranging a second check-out appointment	Contract holder

Breach of Landlord's Insurance Policy	Pay to the Landlord any loss incurred by the Landlord as a result of the Contract Holder's breach of the Landlord's Insurance policy [if policy provided by landlord]	Contract holder
Cancelled payments and dishonoured cheques before the payment period is complete	Pay to the Landlord costs Landlord incurred	Contract holder
Penalties	Pay to the Landlord any penalty levied by a third-party organisation (such as a local authority) against the Landlord which has been caused by an action or inaction on the part of the Contract Holder	Contract holder
Abandonment	Pay to the Landlord any costs and expenses that may be incurred by the Landlord arising from the removal, storage or sale of any goods or personal effects abandoned by the Contract Holder	Contract holder

### **Specific clauses included in R K Lucas & Son's Occupation contract:**

#### **DEPOSIT**

The Deposit has been taken for the following purposes:-

- (a) Any damage, or compensation for damage, to the Premises, its Fixtures and Fittings, or for missing items for which the Contract-Holder may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Contract, save for insured risks and repairs that are the responsibility of the Landlord;
- (b) The actual costs, provided that those costs are reasonable, incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Contract-Holder of the Contract-Holder's obligations under the Contract, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents;
- (c) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Contract-Holder is liable;
- (d) Any rent or other money due or payable by the Contract-Holder under the Contract of which the Contract-Holder has been made aware and which remains unpaid after the end of the Contract including any monies properly due and payable by the Contract-Holder to the Agent;
- (e) Any penalty levied by a third-party organisation, such as a local authority, against the Landlord which has been caused by an action or inaction on the part of the Contract-Holder.

### **SEPTIC TANK**

*(If applicable)* Contract Holder to pay for the emptying of the septic tank or cess pit throughout the Contract, and at least once per year, and at the end of the Contract provided it has been emptied prior to the start of the Contract and proof has been provided by a copy of an invoice from the service provider.

### **OIL TANK**

*(If applicable)* Contract Holder to pay to have the oil tanks filled throughout the Contract and at the end of the Contract provided they were all filled prior to the start of the Contract and proof has been provided by a copy of an invoice from the service provider.

*(If applicable)* Contract Holder to leave the oil tank filled to the same level at the end of the Contract as at the commencement.

*(If applicable)* Contract Holder to pay an appropriate contractor to have the oil system and boiler bled if the Contract-Holder allows the oil supply to run out.

### **CLEANING AT END OF CONTRACT**

Contract Holder is not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. The Contract-Holder agrees to have the Premises cleaned to a standard commensurate with the condition of the Premises at the commencement of the Contract.

### **CHARGES AT THE PREMISES**

Contract Holder to 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.

### **COUNCIL TAX**

The Contract-Holder shall pay the Council Tax in respect of the Premises to the local billing authority. Should the Contract Holder default on payment of Council Tax, the Contract Holder is liable for these costs and any resulting charges.

### **BREACH OF CONTRACT**

Contract Holder agrees to 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.

### **REIMBURSEMENT**

Where the Landlord is entitled to do anything at the cost or expense of the Contract-Holder and thereby incurs a loss, then the 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 in accordance with Clause 9 at the end of the Contract.