



Professional Tenant Terms & Conditions

All tenancies agreed are subject to Vacant Possession, Satisfactory Referencing and subject to Contract

Tenant Requirements ; All applicants must be:

- 1) over 18 years of age
- 2) in fulltime employment
- 3) Right to Rent - Immigration Act 2014. All tenants must prove they have the right to rent a property in England regardless of nationality. We will need to see original documents such as passports, visas, work permits. If you cannot provide these documents we are required to ask the Home Office that you have the right to rent.

Before Reserving a Property

- 4) All negotiations must be completed and agreed prior to starting the referencing process
- 5) **Please note – Not all furniture may be included, please check with a member of staff.**
- 6) Otherwise the property will be let “as seen”
- 7) You must inform us if you smoke or have any pets
- 8) A proposed moving date must be supplied at this time
- 9) **All applicants must complete an application form each and visit our office in person with your passport**

Reserving a Property & Referencing

- 10) The holding fee of one weeks rent must be paid
- 11) **You must supply us with a payslip valid within the last three months as confirmation of your current salary before referencing can start**
- 12) All applicants over the age of 18 will be referenced
- 13) Referencing will be obtained through an independent company
- 14) If you require a Guarantor they will need to be one person, resident in the UK, in fulltime employment and be prepared to sign a Deed of Guarantee
- 15) Guarantors will also be referenced
- 16) All applicants and guarantor must supply photo ID and proof of residency in the form of a utility bill or bank statement with their current address on and no older than 3 months.
- 17) We reserve the **right to refuse** any application without giving a reason

Tenancy Agreement and Legal Documents

- 18) Only after satisfactory referencing is complete and all parties have agreed will the Tenancy Agreement be produced
- 19) Our Assured Shorthold Tenancy Agreements are normally for a fixed term and the clauses are non-negotiable.
- 20) You will be given the opportunity to read the documents prior to signing them
- 21) Should you have any queries regarding the Agreement you should seek legal advice prior to signing
- 22) All Tenants and Guarantors must be available to sign the documents in our office at the same time. This can be done prior to the start of the tenancy

At the Start of the Tenancy

- 23) The first months' rent together with a security deposit, equivalent to 5 weeks rent, must be paid by all named tenants, in cleared funds before we will release the keys.
- 24) Acceptable forms of payment will be Cash, Bankers Draft or Debit Card payment
- 25) An inventory & Schedule of Condition will be made available at the beginning of the Tenancy.

Tenancy Deposit

- 26) The Deposit will be registered with The Deposit Protection Service if your property is managed through Wrights, if your landlord manages it themselves they will use an approved Tenancy Deposit Scheme and you will be advised on which one when you move in.
- 27) You will be asked to confirm the information contained in the Prescribed Information.
- 28) You will be given information regarding the Scheme and proof that the Deposit has been registered
- 29) You must keep the Landlord/Agent informed of any changes to your contact details
- 30) In the case of multiple tenants, one tenant is nominated to be the Lead Tenant on the Tenancy Agreement and the Deposit will be returned to this person, less any agreed deductions, to distribute amongst the other parties

Cancellations and Refunds

- 31) The holding fee is only refundable if the Landlord withdraws from the tenancy
- 32) The holding fee will not be refunded if your references come back unsatisfactory
- 33) The holding fee will be refunded in full if the Landlord decides not to go ahead with the tenancy due to unsatisfactory references
- 34) The holding fee is not refundable if you pull out of the tenancy.

During the Tenancy

- 35) Rent is to be paid monthly by Standing Order. Other forms of payment may be acceptable by prior arrangement.
- 36) Rents are due per calendar month to be paid on or before a rent due date, exclusive of Council Tax, Services & Utilities unless otherwise stated
- 37) Tenants must ensure that all personal belongings are insured under their own contents policy
- 38) Should you have reason to leave before the period is up you will be liable for any outstanding rents and bills up to and until such time as a new Tenant can be installed. You will be charged the Landlord's out of pocket expenses associated with re-letting the property which will be deducted from your deposit.
- 39) As tenants you are responsible for the TV licence fee and any satellite or cable facilities for the duration of the tenancy. Please make sure you get permission to install any dishes, cables etc. If you are looking at installing satellite or cable we can pass your details to Virgin Media who can advise you on a service they can offer with discounted rates. Virgin Media may contact you to let you know about the service they can offer you. If you are happy to be contacted by them, then please sign your name here:

..... **Date**.....

Schedule of Fees

Pre-tenancy

Holding fee	One weeks rent
Deposit	5 weeks rent

Tenancy default fees

Over Due Rent Calculated from date the payment was due	3% interest
Breach of Tenancy letter	£50.00 inc VAT
Early termination	Reasonable costs
Lost key/security device	Reasonable costs
Change of tenant during the tenancy	£50.00 inc VAT

Signed Date

INITIAL HOLDING DEPOSIT RECEIPT FORM

Date:

Tenant Names

Tenant current address

Address of Prospective Property

Deadline for Agreement

Amount paid as Initial Holding Deposit £
(Please see below for terms)

PROVISIONAL MOVE IN STATEMENT

Security Deposit 5 weeks rent £

One month rent in Advance £

SUB TOTAL £

Less Holding Deposit (one week's rent)

BALANCE DUE on or before moving in date

IN CLEARED FUNDS £

Special conditions (i.e. landlord promises)

The deposit is refundable in the following Circumstances –

IN FULL

- If the offer is not accepted by the Landlord or
- The Landlord withdraws the property or
- If the Landlord decides the references are unsatisfactory or
- The Landlord does not agree the SPECIAL CONDITIONS above.
- If the tenant takes up the tenancy (usually the payment will be applied against the first month rent payment)

THE REFUND WILL BE MADE WITHIN 7 DAYS

NOT REFUNDABLE

The Holding Deposit is not refundable if the tenant makes additional requests (such as permission to keep a pet, wanting a permitted occupier, wanting the landlord to provide items not already offered as part of the tenancy, specialist cleaning, different rent due dates, etc which are then refused by the landlord). THESE MUST BE ASKED FOR AND AGREED BEFORE YOU MAKE THIS APPLICATION.

- Where the tenant provides false or misleading referencing information, a charge will be levied to cover all the Landlord's costs up to a maximum of the deposit paid.
- Where the tenant does not have the Right to Rent under Immigration Act 2014 and the Landlord or Agent did not know and could not reasonably have been expected to know that prior to taking the holding deposit.

If after 15 days the tenant withdraws their offer, or does not take reasonable steps to take up the tenancy during the "deadline agreement" , **(UNLESS A DIFFERENT DATE HAS BEEN AGREED BETWEEN THE PARTIES, IN WHICH CASE THE TIME LIMITS OF THE NEW AGREEMENT WILL APPLY)** then a charge will be levied to cover the Landlord's costs up to a maximum charge of the deposit paid.

SIGNED _____ Tenant

SIGNED _____ Tenant

SIGNED _____ Tenant

SIGNED _____ Tenant

SIGNED _____ Landlord/Agent