

STANDARD TERMS AND INFORMATION FOR TENANTS

These terms and conditions apply to your application to rent a property through Olivers Property Agents

Signing contracts

The letting contract or agreement must be signed by all tenants and, until this has taken place, no contractual agreement, offer or obligation is deemed to exist. If tenants are unable to attend on the occupation date, a letter must be obtained from that person giving another tenant power of attorney to sign documentation on their behalf.

References

All tenants will be expected to provide references which are satisfactory to the landlord before any tenancy agreement can be created. A referencing fee, to cover reasonable administrative costs, will be charged - see Fee Schedule below.

Guarantors

A guarantor may be required for an individual tenant who is unable to provide a satisfactory reference. The guarantor is usually a member of the individual's family who is of sufficient means to provide a suitable bank reference. This person will be required to sign a legally binding document, which would make him/her liable for the rent for the term of occupancy if the tenant defaults on their obligations. A fee per tenant will be charged to cover processing costs in this case - see Fee Schedule below

Moving in

It is the tenant's responsibility to arrange services (normally telephone, gas, electricity and water). You are advised to apply for connection to the respective suppliers at least THREE working days before moving in. Applications for electricity and gas supply need to be made directly to the preferred supplier. You are required to inform the landlord or agent of the respective suppliers as soon as possible. In exceptional circumstances (E.g.; tenant arriving from overseas) where this is not possible, we are able to arrange for services to be provided on a temporary basis, and a reasonable charge to cover administrative costs would be made. You should also contact British Telecom (or any other telecoms operator if applicable) for connection of your telephone service. Olivers Property Agents cannot accept responsibility for any costs incurred with connection of supplies.

You should check carefully the condition of the property and its contents when you move in with respect to the inventory. The inventory is an important record which is used to assess any damage or dilapidations during the tenancy - which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within seven days of moving-in so that the problem can be put right or marked on the inventory. The property is let as seen at the time of viewing; and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into. The property should be in clean condition, free from dust and damage, windows clean etc.

Data Protection

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with credit referencing agencies and your landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. We do not divulge or pass on your details to any third party organisations for marketing purposes.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

Immigration Checks

The Agent or Landlord may be required by law to carry out immigration checks on any occupiers at the Property. In these circumstances all occupiers who are authorised to live at the Property, whether or not they are named on the tenancy agreement, will be required to provide the Landlord with documentation to support their right to reside in the UK prior to the tenancy being granted. Where an occupier has a limited right to live in the UK the Landlord or Agent is required by law to carry out a follow up check prior to expiry of the occupier's right to live in the UK. Where the occupier cannot produce evidence that they have a right to remain in the UK, the Landlord or Agent are required to make a report to the Home Office.

Method of payment

On the date of occupation the balance (one month's rent and remainder deposit) is to be paid either by Bankers Draft or Building Society cheque. WE WILL NOT ACCEPT PERSONAL CHEQUES OR CASH except by prior arrangement.

When the landlord has instructed Olivers Property Agents as agent to collect the rent each month, we will appoint a lead tenant and a standing order facility will be set up for the total amount of rental on that property. It is important that you furnish us with your bank details on or before the occupation date. Olivers Property Agents regret that we do not normally accept personal cheques or cash in payment for rent. Delayed rent payment causes us considerable extra administration and further delays in our payments to the landlord. A reasonable administrative charge will be made if rent is not received by the due date.

Tenant Deposit

A tenancy deposit is held either by Olivers Property Agents (if the property is to be managed by ourselves) or the Landlord against dilapidations to the property or its contents, loss of rent or other unexpected costs. This deposit is protected by the Deposit Protection Service. Details of the scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is usually equivalent to one month's rent and is returnable at the expiration of the tenancy, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required following the tenancy, then the deposit would be refunded, less any remedial costs, within 10 days of vacating the premises.

Frost damage

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting), and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact Olivers Property Agents or the landlord regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation to occupy the property in a 'tenant-like' manner.

Insurance

As tenant(s), you will be responsible for the safe-keeping of the property and its contents and unless otherwise advised, you will be responsible for insuring the contents of the property and the safekeeping of your own valuables and effects.

Repairs

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the agent as soon as possible. In the event of emergency repairs, please call our out of hours number on 07780119292.

The landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains etc.)

Maintenance of appliances

Any damage, breakdowns or other maintenance problems should be reported as soon as possible to Olivers Property Agents. As tenant(s) you are responsible for all appliances left in the property and should treat them in a tenant-like manner. This will involve using any appliance in accordance with the manufacturer's instructions or user manual and carrying out any minor maintenance that would be expected (e.g. cleaning or changing filters etc.)

Smoke detectors

You may find that smoke detectors and similar safety devices have been fitted in your property. Where this is the case, please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to your agent. Thereafter, you should check the devices at regular intervals and you will be responsible for replacement of any batteries that they may require.

Television aerials

The tenant is responsible for the repair and maintenance of any television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television at the property and the tenant would be responsible for this cost.

Damp and condensation

Damp can be a problem in houses where there are many occupants and the property is not adequately ventilated. You should ensure that any extractor fans are left connected and are properly used. It is also important to open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturers instructions, but do test on a small area first. If the problem persists, then you should inform us.

Gas appliances

Gas Safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to your letting agent **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a GasSafeRegister approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. A charge may be made for missed appointments.

Electrical appliances

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact Olivers Property Agents as soon as possible should any defect be discovered or repair become necessary. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

Inspections

If Olivers Property Agents is managing the property, an inspections will be carried out after the first three months and then six monthly thereafter. You will of course be informed (normally 1 week in advance) prior to these inspections. An administration charge may be made for any missed inspection or maintenance appointments.

At the end of the Tenancy, the Tenant will be required to attend a check-out process which will be arranged by the Landlord or his Agent. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded.

If the Tenant or a chosen representative cannot attend the check-out without reasonable excuse, then the Tenant may prejudice his opportunity to dispute or explain any deficiencies or defects discovered at checkout or take any immediate remedial action.

Termination of your Tenancy

The tenancy agreement is a legal and binding contract for the set term that you have previously agreed and signed for. However, if due to unforeseen circumstances, you need to leave the property before the expiration of the tenancy subject to the Landlord's written agreement, we would be willing under your written instructions to re-advertise the property for re-let .The costs incurred in arranging the reletting would be borne by the outgoing tenant who will be responsible for the rent until the property is relet.

Should it not be possible to relet the property immediately, you would be responsible for all rental, gas, electricity and telephone payments until the new tenants have taken up occupation of the property or until the original termination date of the agreement, whichever is sooner. If you fail to vacate the property on the date requested or agreed, or fail to meet the obligations of the letting agreement, then we reserve the right to make a reasonable charge to cover legal fees, losses and other costs to the landlord, agent or other parties.

SIGNED (Landlord / Agent)

SIGNED (Lead Tenant)

DATE

APPLICATION PROCESS AND FEES:

1) Credit check / Reference stage

- Complete, sign and return the application form
- Pay a non-refundable fee of £80.00, per person
- For each additional tenant, there will be a non-refundable fee of £80.00 per person
- In the event a Guarantor agreement is required, an additional non refundable fee of £50.00 per guarantor will apply.

We will then administer credit checks and obtain references from current or previous landlords and employers. Any other relevant information to assess affordability will also be reviewed.

2) Right to Rent check

From 1st February 2016, all adults (persons aged 18 or over) who will live in the property as their main home must carry out a Right to rent Check. - This includes people who will live in the property but who won't be named on the tenancy agreement.

- Each Adult must complete, sign and return the 'Consent to use personal information for residency checks' form.
- Provide proof of right to live in the UK (Passport / Visa - as applicable)
- Pay a non-refundable fee of £20.00, per adult

Please note, the above checks will only apply to new tenancy applications.

For existing Tenancies where right to live in the UK will expire during the tenancy term, follow up checks will be required.

3) Upon receipt of acceptable Credit checks / References

- A non refundable administration fee of £150.00 will be required for the Tenant(s) share (where appropriate) for;

- a) Preparation of the Tenancy documents
- b) Preparing the Schedule of Condition and Inventory report
- d) An accompanied Check-in appointment at the property

4) Additional Tenant Fees (where applicable)

- In cases where a Guarantor is required, there will be an additional £25.00 charge for preparing a Deed of Guarantee as part of the Tenancy Agreement
- In cases of a Company application, where a Permitted Occupier Agreement is required between the Employer and Employees, an additional charge of £25.00 will apply for preparing this agreement.
- In cases where the Landlord has approved a certain type and number of pets, there will be a fee of £25.00, to cover the cost of preparing Pet Addendum as part of the tenancy Agreement.

5) Pet Fee (If permitted)

- Non refundable Pet Fee: £100 - to cover fumigation at end of Tenancy
- An additional ½ months deposit - to be held by the Deposit Protection Service, for the duration of the tenancy

- a) Please note that in the majority of cases, pets will not be permitted by the landlord. Tenants with pets should therefore enquire first to ascertain if the landlord will permit the pet to be kept at the property.
- b) In all cases where permission is given, the tenant will be required to pay the above fees.

6) Cleared funds required prior to moving in date

- One months rent, payable in advance - The property is offered on an assured Shorthold letting agreement for a period of 6 or 12 months initially, continuing thereafter on a month to month basis, unless further contract terms are agreed.
- One months deposit - to be held with the Deposit Protection Scheme (DPS) throughout the duration of the tenancy. On vacation, the deposit will be returned in full subject to; any deductions made where applicable for unpaid rent, damages, cleaning of the property or any items missing from the inventory.

We would please ask that potential Tenants contact our office for further clarification regarding the above fees, prior to viewing a property.