



Terms & Conditions for Tenants

Holding Deposit

Thank you for applying to rent a property through us. Before your application can be fully considered, you will need to pay a holding deposit equivalent to one weeks rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this, or indeed any other document which we might put before you.

Once we receive your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days from taking the holding deposit to you signing the tenancy agreement, or such longer period as might be agreed. In the present case, the relevant period will be extended if needed to 30 Days from when we receive your holding deposit.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application, or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your holding deposit will be refunded within 7 days. Should you be offered, and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.



Referencing

To take a property we require application forms completed by everyone over the age of 18 who will be living in the property.

All lettings are subject to satisfactory references being received and approved by our clients. These references are usually taken from prospective tenant's employer or accountant, present or previous landlords and a search of public records.

Once the references have been concluded and approved, we will draft the tenancy agreement to be signed by all tenants named on the agreement, and issue a completion invoice for payment of the deposit and first months rent

I.D Documentation Required

Prior to moving in we are required to obtain the necessary documentation on all prospective occupiers over the age of 18 to comply with the current Right to Rent Checks. We will therefore require the following:

- A copy of your passport this can be scanned and emailed however prior to Check In we will need to see the original documents. Where applicable we will also require a copy of either your Visa, Valid Biometric Residence card or Share Code.
- Proof of address for where you are currently residing dated within the last 3 months such as a bank statement, council tax statement or a utility Bill. Please be assured that this information is confidential and is not passed on to any third parties.

Please note the Right to Rent checks must always be carried out face to face with all prospective tenants using original documents only, we will therefore ask for you to bring your documentation to our office prior to occupation.

Where an occupant has a time limit on their right to stay in the UK, the agent or Landlord will have to make a repeat check and will ask to see your documents for verification prior to the date of expiry. It must be made clear that should the follow up checks result in you no longer having the right to live in the UK the agent or landlord will have to report this to the Home Office.

Deposit

A deposit is equivalent to 5 weeks rent and is payable in advance and held against dilapidations at termination of the tenancy.

With effect from the 6th April 2007 legislation came into force which controls the way we hold deposits and the process to deal with any dilapidations at the end of a tenancy. It will be an offence for anyone to hold a deposit unless they belong to either an insurance based scheme or a custodial



scheme. The two main aims of the scheme are: To ensure good practice in deposit handling and, to assist with the resolution of disputes by having an alternative dispute resolution service. Greenwood and Company have, since October 2006, been members of the TDS which is an insurance based scheme designed primarily for letting agents, our membership number is G01080.

Prior to Moving In

Before you move in we require cleared funds for the deposit and first month's rent, this can be done by either bank transfer or bankers draft. Please note that due to money laundering regulations we cannot accept payment in cash, we will request the rent when we issue the agreement, the deposit a few days prior to checking into your new home.

Where applicable we will arrange your Check In with an independent Inventory Clerk/landlord and will provide you with an appointment time once the references have concluded. Please kindly note the times provided are dependent on the Inventory Clerk/landlord's availability. If you wish for your Check in to take place at a particular time please do let us know as soon as possible so that we can liaise with the Inventory Clerk to see if this would be feasible, however as explained above this is dependent on the Inventory Clerk own availability, the same applies to Check Out appointments.

Inspections

Please note if your property is managed by Greenwood and Company we will carry out property inspections quarterly. All inspections will be arranged directly with the tenant and adequate notice will always be provided.

Important Additional Information

If you had a Check In with our Inventory Clerk then you will receive a copy of the Check In Report along with a copy of the Inventory a couple of days after you move into the property. This is for your information and should be kept.

In most cases the Landlord will have their own insurance for the buildings and some contents cover. However, you should ensure that you have your own belongings insured, even if the property is fully furnished, as the Landlords insurance will not cover any damage or loss to your own personal items. It would also be wise to ensure that any insurance you take out will cover accidental damage to the landlord's belongings i.e. carpets etc.

Meter readings will have been taken at the time of Check In and the accounts transferred into your name. However, in our experience we know that it can take several weeks for the utilities companies to contact you, therefore if you have not received anything from them within a month of you occupying the property you should make contact with them yourselves. The meter readings taken should be noted on your Check In Report, but if not then please contact this office and we can advise



you of the readings. Please note however, that the utilities are your responsibility. You are also responsible for ensuring you have a current TV licence.

The rent is due on the same date each month, normally on the tenancy start date. We will have given you a standing order form in your welcome pack, and this will need to be completed with the name and address of your bank, the account name, sort code and account number. You should ensure you sign the form and forward directly to your bank in good time to set up the standing order before the next rent due date, as this can sometimes take a couple of weeks. Please note this is a standing order not a direct debit therefore we have no control over payments.

During your tenancy you will be expected to keep the property in good order and are responsible for replacing light bulbs, batteries in smoke alarms, cleaning the windows inside and out, keeping the garden maintained - even if the landlord pays a gardener themselves - should he not attend for any reason, ultimately the responsibility for the upkeep of the garden is yours.

Your landlord is responsible for the maintenance of the property, and we will make the necessary repairs to any of the appliances, heating system, water and electrical systems etc. If you have any maintenance issues you should report them to us as soon as possible. Alternatively, if we do not manage the property you should report them directly to the landlord. We will make every effort to have any issues dealt with as quickly as possible, especially if it involves heating or plumbing. However, we are reliant on finding a contractor who can deal with the matter quickly, therefore, it may not necessarily be on the day you report the problem.

In most cases you will have signed an Assured Shorthold Tenancy Agreement for a fixed term of either 6 or 12 months. We will make contact with you two months before the end of your tenancy to enquire what your plans are. If you wish to renew the tenancy and your landlord also wishes to do so we will draw up the new tenancy agreement. Should you wish to vacate at the end of the fixed term we will require either one or two months' written notice depending on what tenancy you took out initially. Should your landlord wish to bring the tenancy to an end he will have to give you two months' notice. You will have provided the agent with an email address for which you confirm acceptance of service of notices and other documents supplied in connection with the tenancy.

Tenant Fee Schedule

Holding Deposit (per tenancy) One week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

Security Deposit (per tenancy. Rent under £50,000 per year) Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

Security Deposit (per tenancy. Rent of £50,000 or over per year) Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.



Unpaid Rent Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

Lost Key(s) or other Security Device(s) Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

Variation of Contract (Tenant's Request) £50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

Change of Sharer (Tenant's Request) £50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

Early Termination (Tenant's Request) Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Completing your Application

Upon signing these Terms and Conditions you confirm that you are accepting and agreeing to the contents and the Tenant Terms, in addition to this you are signing to confirm you are happy for us to deduct the Holding deposit from the first month rent once you have passed our checks. If you would prefer for the holding deposit to be refunded back to you on conclusion please contact a member of staff.

Property to which your application relates:

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Prospective Tenant 1

Prospective Tenant 2

Prospective tenant 3

Dated: