

All properties available for rent are for a minimum period of 12 months, with no break clause, unless otherwise stated. Before proceeding with a property, prospective tenants are requested to note and agree with the following:

## 1. HOLDING DEPOSIT

A holding deposit, equivalent to one weeks rent, is required to secure the property. We will not stop viewings without this payment. Only once the references have been completed satisfactorily, we will mark the property as being let.

**Please note:** You will lose your holding deposit 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 days (or other Deadline for Agreement as mutually agreed in writing). **You will also lose your holding deposit if you do not complete, sign and return the Terms of Service for Tenants form and your Reference Form/s within 2 working days of receipt of your holding deposit.** *The holding deposit will be refunded should the landlord pull out or change his/her mind.*

## 2. REFERENCES

References will be obtained by an independent referencing agency and all details are confidential. A referencing form will be supplied to you. It is essential that you provide all the requested information as thoroughly as possible in order to avoid delays. The references required are:

1. From your employer. You must be earning a minimum gross annual salary equating to at least 2.5 times your annual rental commitment. If you are self-employed, you will need to provide an accountant's reference with two years of accounts. If these requirements cannot be met, you will need to provide a guarantor who must be earning 3 times your annual rental commitment, subject to the landlord's agreement.
2. From your present or previous landlord. You must supply your addresses for at least the last three years.
3. Credit history check. If you have settled prior CCJ/CD's, proof of satisfaction must be obtained and you must disclose them.
4. You are required to provide proof of ID (Passport/driving licence) and proof of residency, showing your current address and which must be less than 3 months old (utility bill, council tax, bank statement, mobile phone bill).
5. If you do not hold a UK/European passport, you must provide proof of your visa, which should not expire during the term of the tenancy.

## 3. RIGHT TO RENT

As from 1<sup>st</sup> February 2016, all agents have to carry out Right to Rent checks to determine whether occupiers over the age of 18 have the right to live in the UK legally. We will not be able to authorise anyone to occupy a property unless they are a British citizen, or a national that is part of the European Economic Area (EAA) or a Swiss national, or has a Right to Rent in the UK. For further information, please use the following link: [www.gov.uk/private-renting/document-checks](http://www.gov.uk/private-renting/document-checks)

## 4. FIRST MONTH'S RENT

Your first month's rent is payable before you move in.

## 5. SECURITY DEPOSIT

Your security deposit must be paid to us in cleared funds **before** you move in. The security deposit will be the equivalent of five weeks rent. It will be kept until the end of your tenancy agreement under an approved Tenancy Deposit Scheme (TDS). It is **NOT** to be used as payment for the last month's rent in any circumstances.

## 6. PERMITTED PAYMENTS 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 and 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.

**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.

**7. UTILITY SERVICES**

Tenants are responsible for the following: gas, electricity, council tax, water/sewage, television licence, telephone and tenant's own contents insurance. The responsibility for informing the relevant services lies with the tenants, both at the start of the tenancy and at the end, when final meter readings will need to be taken. It is advisable to check the meter reading as soon as you enter the property. Tenants are **NOT** permitted to change the gas or electric meter to a key meter and utility supplier without the Landlord's written consent. **INSURANCE:** *You must ensure that you have sufficient insurance to cover your own personal contents, as it will not be covered under the Landlord's policy. It is advisable to have a policy with accidental damage, new for old, as this will help protect your security deposit. Please ask for further details. The landlord is responsible for the building insurance.*

**8. FINAL PAYMENT**

You will be required to come into the office to complete your paperwork. An appointment will be made prior to your check-in at the property with the Inventory Co/Landlord. **Please note:** we will only accept a Bankers Draft or Building Society Cheque made payable to Homecare Estates or BACS payment/Bank Transfer. If the account is settled in cash this can only be done between 9am to 4pm Monday to Friday unless otherwise agreed.

**9. RELEASE OF KEYS**

We will only be able to release the keys once all tenants and/or guarantor/s have signed the tenancy agreement and all monies have been paid in full. The tenancy agreement must be signed either electronically or in person in our office before moving in. It is your responsibility to ensure that you and your guarantor (if applicable) are available to come in during our office hours. These are: 9am to 6pm Monday to Friday, 9am to 5pm Saturday

**10. BOARDS**

Homecare Estates reserves the right to erect 'To Let' and 'Let By' boards for a period of time at the start and end of each new tenancy.

**11. COMPLAINTS**

Whilst we pride ourselves on our customer service, sometimes things do go wrong and you may need to complain; if this happens, please ask our staff for a copy of our Complaints Procedure.

Homecare Estates are in a redress scheme provided by Property Ombudsman.

Homecare Estates are in a Client Money Protection scheme provided by Propertymark.

**12. MONEY LAUNDERING REGULATIONS**

In order to comply with the above, we are obligated to obtain information on how you are paying your security deposit. Please select from the following: Savings/Loan/Other.....

I hereby confirm I have read and agree to the above.      Date: \_\_\_\_\_

Please print your name: \_\_\_\_\_ Signed: \_\_\_\_\_

Please print your name: \_\_\_\_\_ Signed: \_\_\_\_\_

Property Address: \_\_\_\_\_ Contract Length: 12 Months

Intended moving in date: \_\_\_\_\_ Price: \_\_\_\_\_ Security Deposit: \_\_\_\_\_