

TENANT TERMS AND CONDITIONS & FEES

INFORMATION PROVIDED TO TENANTS

Every effort has been made to ensure that you are given correct information about the property for which you are making an application. However, we must ask that if there is *any* aspect of the property you are unsure about, you advise us in the first instance and as soon as possible. Unless stated, the property will be unfurnished (some white goods may be available, but please check). If the property is empty at the time you viewed, and unless stated otherwise, this will be the condition in which the property will be made available to you at the start of your tenancy. If you have a pet, caravan or any type of commercial vehicle, landlord approval will be required.

INITIAL COSTS – HOLDING DEPOSIT

To reserve a property & and remove it from all “To Let” listings, a Holding Deposit equivalent to one week’s rent must be paid. This is used as security for the landlord and will only be refunded should the landlord not proceed for any reason other than unsatisfactory references.

HOLDING DEPOSIT PAYMENT – TERMS AND CONDITIONS

A Holding Deposit is paid by Applicant(s) in relation to the Rental Property as their commitment to proceed with a tenancy in that property. It is agreed between the Applicant(s) and Agent that the Holding Deposit can be held for a maximum of 90 calendar days or until the commencement of the Assured Shorthold Tenancy, whichever happens first. Where an Assured Shorthold Tenancy has been agreed, the Applicant(s) and Payee (if applicable) agree that the Holding Deposit can be used for part payment of the first month’s rent required under the Assured Shorthold Tenancy.

The Agent can deduct and retain monies from the Holding Deposit for any of the following reasons in the event that an Assured Shorthold Tenancy cannot be proceed:

- If the Applicant(s) fails referencing or has provided false or misleading information, which is sufficient enough to prevent them from being granted an Assured Shorthold Tenancy
- If the Applicant(s) are unable to take up occupation of the property under an Assured Shorthold Tenancy because of their immigration status under Section 21 of The Immigration Act 2014 (persons disqualified)
- If the Applicant notifies the Agent before the end of 90 days from the signing of this Holding Deposit Form or before the commencement of the Assured Shorthold Tenancy, whichever comes first, that they no longer wish to proceed with the tenancy

PAYMENT OF RENT & DILAPIDATIONS DEPOSIT

- Our Landlords require one month's rent in advance & a dilapidations deposit on or before the start of a Tenancy, payable by Bank Transfer, Cash, Banker's Draft or Building Society Cheque. Personal cheques are only acceptable if received at least FIVE working days before the start of the tenancy. Keys cannot be released until a cheque has cleared
- The dilapidations deposit is covered by an approved scheme. More information is available if required
- Rent is paid monthly by standing order and receipts are not provided
- Rents are per calendar month, exc. Council Tax, services & utilities unless otherwise stated
- In the case of sharers, one Tenant is nominated the Lead Tenant on the Tenancy Agreement and the dilapidations deposit will be returned to this person, less any agreed deductions, to distribute amongst the other parties

TENANCY AGREEMENT

The tenancy agreement that you sign will generally be an Assured Shorthold Tenancy for an initial fixed period as agreed between both parties. Both Tenant(s) and Landlord(s) are expected to adhere to the terms of the agreement without exception. Sample copies of the agreement are available for your perusal on request.

All adults that will be residing at the property are required to sign the tenancy agreement on or before its commencement date.

DURATION OF TENANCY AGREEMENTS

Our Assured Shorthold Tenancy Agreements and Company Tenancy Agreements are normally for a minimum fixed period and the terms and clauses are non-negotiable. A copy of the Tenancy Agreement will be provided on request. Should you have any queries regarding the Agreement, seek independent legal advice prior to signing.

Should you have reason to leave before the period is up you will be liable for any outstanding rent 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.

INSURANCE

Tenants must ensure that all belongings are insured under their own contents policy, which must include accidental damage to Landlords' contents. Proof of a policy will be required at commencement of Tenancy.

STAMP DUTY

This may be payable on a Tenancy Agreement, if a premium is paid for the Tenancy Agreement, the tenancy is for more than seven years or the amount paid in rent is more than £60,000. As the calculations are complex, you are advised to contact your local Stamp office, Solicitor or Citizens Advice Bureau if you feel Stamp Duty may be due since it is your responsibility to ensure it is paid.

REFERENCING

We use an external referencing company called Veri-Check. Your application is submitted online directly to Veri-Check and will provide up to date, comprehensive information on the Tenant(s) or Guarantor(s). Validation of Tenants' specific references (Employer or Income Provider and previous Landlord if appropriate) will follow – all referees are contacted directly. An Accountant reference will be requested if the Tenant or Guarantor is self-employed. This is normally completed within a 48 to 72-hour period, subject to the referees responding.

GUARANTORS

In the case where a Guarantor is required for a tenancy, the Guarantor must be aware that they will need to sign a Guarantee Declaration and be jointly and severally liable for the tenancy. This will include the payment of rent and any other terms set out in the agreement in the event that the Tenant(s) do not meet their obligations.

PROCESSING OF PAPERWORK

Initially there will be a lot of activity during the processing of referencing via Campions and Veri-Check. We then work on a priority system of processing the confirmation letters/emails etc. so we work on tenancies that are starting sooner than the tenancies moving in later on. This means that in some cases you may not hear from us for a few weeks, however please feel free to contact us with any questions that you may have and we will endeavour to answer them as quickly as possible.

UTILITIES & SERVICES

As the Tenant, you are liable for all services connected to the property (unless notified otherwise) and it is your responsibility to advise them of your details upon commencement of the tenancy. For example, we cannot guarantee that a telephone service is connected at the property, so you will need to make your own enquiries.

ADDITIONAL FEES PAYABLE BY TENANTS

Permitted charges include the following:

- Payment of £50.00 if you want to change the tenancy agreement.
- Payment of interest for the late payment of rent at a rate of 3% above the Bank of England's base rate when rent is more than 14 days late.
- Payment of the invoice cost for the reasonably incurred costs for the loss of keys/security devices
- Payment of any unpaid rent and other reasonable costs associated with your early termination of the tenancy that the landlord would incur for remarketing

PROTECTING YOUR RIGHTS

Campions Letting & Management are a member of Safeagent, a client money protection scheme, and a member of The Property Ombudsman, which is a redress scheme. You can find more details on our website www.campionsletting.co.uk or by speaking with a member of staff.



RIGHT TO REFUSE

Campions reserve the right to refuse any application without giving reason.

ALL PARTIES NAMED ON THE TENANCY AGREEMENT MUST SIGN ON OR PRIOR TO THE COMMENCEMENT DATE OF THE TENANCY.