

TERMS & CONDITIONS

REQUIRED FROM TENANTS PRIOR TO GRANTING OCCUPATION

First months rent:	£	
Deposit:	£	
Contract fee:	£	(1 Weeks Rent + Vat)
Administration - This is a fixed cost fee that can cover a variety of works depending on the individual circumstances of each tenancy, including but not limited to conducting viewings, negotiating the tenancy, verifying references and drawing up contracts. This charge is applicable per tenancy, and not per individual tenant.	£	(£150 + VAT Per person)
Reference Fees:	£	(£120 + VAT Per Person)
Inventory / Check In contribution:	£	(£95 + VAT)
Less preliminary monies received:	£	
BALANCE DUE:	£	

1) MONIES - The balance due may be paid as follows and must be paid in cleared funds before occupation:

- Bank Transfer** paid to “Holdens Property Services Ltd” Santander Bank. Sort Code 09-01-50. A/c 06912850
- Credit card** subject to a 3% handling charge.
- Debit Card** subject to a handling charge of 0.3%.
- Cash** subject to a 0.5% handling charge.
- Personal cheques and Bankers Drafts are not cleared funds** and will not be accepted less than 10 working days before the proposed date of occupation. Cheques should be made payable to “Holdens Property Services Ltd”.

2) SIGNED STANDING ORDER MANDATE – For the payment of rent.

3) REFERENCES REQUIREMENTS (IN ADDITION TO THE “FCC PARAGON” REFERENCE FORM) – Each tenant MUST PROVIDE:

- Photographic I.D:** We will require a copy of photographic identification for you. This must be a passport or driving license.
- Proof of Current Address:** This must be a utility bill (gas, council tax, electric, landline phone bill etc) OR drivers license showing your current address. **Please Note:** Mobile phone bills, Bank Statements, Credit Card Statements, Payslips and Store Card Statements are not acceptable as proof of current address.
- 3 Months Bank Statements:** Must be last 3 months received.
- Proof of Earnings:**
 - **If Employed:** Last 3 months pay slips received **OR** a letter from your employer confirming your salary. Employment letters must be on headed paper and signed. Emails are not accepted.
 - **If Self Employed:** We will need a letter from your accountant confirming your net income for the year. If you do not have an accountant we will need the documentation confirming your previous tax return. This should have the details of your income for the previous tax year.
 - **If a Student:** We require proof that you are a student. This can be a copy of your student I.D card or the offer letter/confirmation letter from your university. You will also require a guarantor.
- Guarantor Application:** All guarantors must be resident in the UK. Overseas guarantors are not accepted. Guarantors must be in full time employment/self employment and must provide all of the aforementioned documentation (I.D, Proof of Current Address and Proof of Earnings). All guarantors will be required to sign a guarantor undertaking agreement **prior** to any Tenancy commencing

Please note:

- **Your completed FCC Paragon reference form and supporting documents (listed above) must be provided by you and returned to us in next 48 Hours the day you put your deposit down.**
- **Failure to provide the required documents by this time could result in your move-in being delayed or the cancellation of your application. If your application is cancelled because of failure to provide the required documents or providing a false / fraudulent information, the Holding deposit shall not be refunded.**
- **We can accept fax copies and scanned/mailed copies.**

4) TENANCY AGREEMENT SIGNED BY RELEVANT TENANTS.

IT IS YOUR RESPONSIBILITY TO ENSURE THE ABOVE CONDITIONS ARE MET.

I confirm my understanding of the above

For an behalf of all tenants

GENERAL

- 1. TRANSFER OF UTILITIES AND COUNCIL TAX:** The tenant is responsible for arranging this. Please note that when your Tenancy ends, proof must be provided that all Utility bills and Council Tax payments are up to date. Failure to provide this will lead to a delay and/or deductions being made from your damage deposit.
- 2. DATA PROTECTION ACT:** You authorise us to supply such references and relevant information to the landlord as may be required to verify your suitability as a tenant. It may also be necessary for us to provide forwarding addresses and or telephone numbers to the landlord. We may also arrange for details of other products or services to be sent to you or for your details to be passed to other companies for the same purpose. (Delete if not acceptable)
- 3. SHOULD A TRANSACTION ABORT THROUGH NO FAULT OF YOURS,** all monies paid to us, less deductions i.e. reference fees etc, will be refunded to the person from whom the monies were received. Refunds are not made in cash.
- 4. THE LANDLORD MUST SIGN THE TENANCY AGREEMENT AND PROVIDE PROOF OF COMPLIANCE WITH SAFETY LEGISLATION BEFORE WE CAN ALLOW ACCESS.** We must comply with current gas, legislation. Landlords do not always allow us to arrange the required safety checks until a tenant is found. If this is the case we will now be requesting funds to arrange these checks but if remedial work is required, we will not be able allow access until that work has been completed. This means that we occasionally we need to delay the date of occupation. This is beyond our control and we can accept no responsibility for any financial loss and or inconvenience caused. As a result, please stay in contact with us to check access can be granted on the proposed moving date.
- 5. IT IS ILLEGAL FOR YOU TO PURCHASE NON - COMPLIANT ITEMS OF FURNITURE FROM THE LANDLORD** which may already be in the property and to use them during the tenancy.
- 6. A COPY OF THE TENANCY AGREEMENT** will be forwarded to you as soon as administratively possible but we can provide you with a draft agreement upon request. This will exclude details of the particular scheme protecting your deposit as we may not know which one the landlord intends to use at this stage.
- 7. YOUR DEPOSIT** (Assured Shorthold Tenancies only) will be protected in one of three schemes, details of which will be confirmed in the tenancy agreement. You cannot choose which scheme but each one provides the same level of protection and is free to tenants. Where our commission to the Landlord exceeds the first month's rent, you authorise us to deduct the excess from the monies you will pay to us before taking occupation; such monies will include your deposit. However, by law the full value of your deposit will be protected. You further agree that we may deduct from your deposit, any unpaid administration charges levied in accordance with the terms of the tenancy agreement and or this document. The procedure of each Scheme for returning your deposit varies slightly but basic details are explained in the 'Explanatory Notes For Tenants' on Page 5. Full details are on the relevant websites. Where there is more than one tenant, some scheme operators require the name of a **Lead Tenant** being the only tenant with whom they will liaise.
- 8. REDECORATION:** You must not redecorate, put up shelves, make holes in the walls e.g. to hang pictures or make any alterations without the landlord's written permission.
- 9. YOU MUST REPORT ANY SIGNS OF DAMAGE IMMEDIATELY.** If you do not and it worsens, you may be liable to pay the cost of repairing any additional damage caused by your failure to report the initial problem.
- 10. SHOULD THE PROPERTY HAVE A GARDEN, YOU ARE RESPONSIBLE FOR ITS MAINTENANCE.**
- 11. YOU MUST ALLOW REASONABLE ACCESS** for repairs, statutory safety inspections, reports on condition and viewing by prospective tenants or buyers in the final months of the tenancy.

ARRANGEMENTS ON MOVING DAY

- 1) A SPECIFIC APPOINTMENT WILL BE MADE** for you to collect keys and deal with any outstanding matters. An appointment may also be made (depending on our clients instructions) for you to meet one of our clerks (either at our office or the property) to sign the inventory and check in report.
- 2) IF YOU ARE LATE, ACCESS MAY BE DELAYED** (perhaps until the following day) and additional charge of £50 plus VAT levied to pay for the inventory clerk again. We cannot accept responsibility for your inconvenience or costs as a result. Should you wish to rearrange a "check in" appointment please ensure you advise us at least 48 hours earlier or this fee may still be payable.
- 3) WE CANNOT PROMISE TO SUPPLY MORE THAN ONE SET OF KEYS.**

EXTENDING YOUR TENANCY / VACATING

APPROXIMATELY THREE MONTHS PRIOR TO THE EXPIRY OF YOUR TENANCY AGREEMENT we will write to ask if you wish to extend your tenancy. If you choose to extend, an administration fee of £150 plus VAT will be levied as a contribution towards the cost of preparing a new Tenancy Agreement. It is a condition of the tenancy agreement that you give a minimum of two months written notice if you wish to leave at the end of the tenancy agreement. Should you wish to vacate a fee of £150 plus VAT will be payable to cover the cost of the checkout.

PROPERTY MANAGEMENT

If we are instructed to manage this property or process your rent payments, you will be dealing directly with our Management Department once you take occupation.

- 1) **RENT MUST BE PAID BY A SINGLE STANDING ORDER PAYMENT EACH MONTH.**
- 2) **PAYMENT BY ANY OTHER METHOD IS SUBJECT TO AN ADMIN CHARGE OF £10 FOR EACH PAYMENT.**
- 3) **PLEASE ENSURE CLEARED FUNDS ARE IN YOUR BANK ACCOUNT 5 DAYS BEFORE THE RENT IS DUE.** It takes up to 5 days (allowing for weekends and bank holidays) for funds transferred from your account to reach ours. Therefore the standing order mandate we ask you to sign instructs your bank/building society to pay 5 days before the rent is due. **If you need to change the payment date to ensure funds are in your account, please advise us immediately.**
- 4) **ADMINISTRATION CHARGES ARE LEVIED FOR LATE PAYMENT.**
 - Late rent payments are charged at £35 plus vat per late payment.
 - 1st reminder letter or Email at £35 plus vat - sent 3 days after your rent is due.
 - Further Reminders will be charged at the same rate.
 - Cheque / standing order payments failing to clear or arriving in our client account more than 3 days after the rent due date will be charged at £35 plus VAT.
 - Bounced standing orders/cheques charged at £50 plus VAT.
 - Outstanding administration charges will be deducted from your deposit.
 - References to third parties are £30 plus vat
 - Missed management visits Administration charge £35 plus vat plus £50 plus vat for re attendance of clerk
 - Changes of tenant £300 plus vat
- 5) **IT IS OUR POLICY TO RECOMMEND LEGAL ACTION IF YOUR RENT IS MORE THAN 14 DAYS LATE.**
- 6) **ANY LETTERS, EMAILS OR TELEPHONE CALLS REQUIRED FOR REFERENCING WILL BE CHARGED AT £30 + VAT.**

WHEREVER POSSIBLE PLEASE CONTACT US BY E-MAIL – This enables us to monitor your query and deal with it more efficiently.

For general enquiries please use:
management@holdensproperty.com

To report a repair issue please visit our website:
www.holdensproperty.com and follow the link for the fixflo report service

If you cannot use e-mail, please call: 0208 554 9679 (Monday to Friday 9am to 6pm and Saturday from 10 am to 4pm).

DECLARATION

I/We confirm that I/We have read and agree to the terms of this document prior to leaving a preliminary deposit.

I/We confirm that I/We have received a copy of this document.

I/We confirm I/We will advise Holdens Property Services of any changes to the details I/We have supplied.

Name of Tenant	Signature	Date
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Where there is more than one tenant but not all are present on the date this document is signed the above person(s) signs on behalf of all the tenants.

USEFUL NUMBERS

COUNCIL TAX:

Redbridge	020 8478 3020
Waltham Forest	020 8509 7111
Newham	020 8472 1430
Epping Forest	01992 564 189
Barking & Dagenham	020 8227 2926
Tower Hamlets	020 7364 5000
Enfield	020 8379 1000

GAS (To find provider):	0870 608 1524
ELECTRICITY (To find provider):	0845 6000 102
WATER:	0845 9200 800
BT:	0800 800 150
VIRGIN MEDIA:	0845 840 7777

THE TENANT DEPOSIT PROTECTION SCHEME – ‘EXPLANATORY NOTES FOR TENANTS’

- Commencing 6th April 2007 all tenants' deposits held on Assured Shorthold Tenancies (Company Lets and other forms of tenancies are exempt) must be protected under one of three schemes.
- Every deposit taken must be registered on the database of one of the three schemes and the tenant informed of which scheme.
- There are two insured schemes where the landlord/agent holds the deposit but pays an insurance premium to protect it.
- There is also a custodial scheme where the entire deposit is held by the scheme operator
- A tenant cannot choose which scheme protects their deposit but all schemes are free of charge.
- If a tenant vacates a property before realising that the deposit hasn't been protected, the tenant can apply for a court order and the court order will order the landlord to repay the deposit amount to the tenant.
- In order to avoid this situation, tenants need to ensure that their landlord has given them the prescribed information relating to the scheme that is safeguarding their deposit, and check that the deposit is safeguarded, within 14 days of paying the deposit.

Further details on the three scheme operators are set out below:

Insured Scheme Operators:

- **The Dispute Service**, PO Box 541, Amersham, Bucks, HP6 6ZR.
Tel: 0845 226 7837 Fax: 01494 431123 E: deposits@tds.gb.com W: www.tds.gb.com
- **Tenancy Deposit Solutions**, 3rd Floor, Kingmaker House, Station Road, New Barnet, Herts, EN5 1NZ.
Tel: 0871 703 0552 Fax: 08456 343403 E: info@mydeposits.co.uk W: www.mydeposits.co.uk

Custodial Scheme Operator:

- **The Deposit Protection Service**, The Pavilion, Bristol, BS99 6AA
Tel: 0870 7071707 Fax: 0870 703 6206 E: enquiries@depositprotection.com W: www.depositprotection.com

Return of Deposit

- Within 10 working days of the end of the tenancy you should expect your deposit to have been returned in full or to have been advised of any deductions and the balance (if any) returned.
- Within 20 working days (4 weeks) of the end of the tenancy you should respond to the landlord (or agent, depending on the terms of our instructions) if you wish to dispute anything.
- If the dispute can be settled by the parties within 10 working days the disputed amount (if any) should be returned to you within 10 working days of an agreement being reached.
- If the dispute cannot be settled within 10 working days a claim can be made to the operator of the scheme that protects your deposit.
- Alternative Dispute Resolution (ADR) Services supports all schemes to try to avoid disputes going to Court although if either party does not agree to use the ADR service, the option of going to Court still exists. The ADR service will be impartial and evidence based. In the event of a landlord or tenant being out of contact or refusing to co-operate the matter will automatically be referred to ADR for resolution.