

## **Southernbrook Lettings Ltd**

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# **TENANTS TERMS & CONDITIONS**

**At Southernbrook Lettings, we deal with all your initial questions and the search for your new home. Once we have identified a property for you, the process of referencing and all matters to do with the collection of your rent and the administration of your tenancy will be dealt with by us.**

**SUBMISSION OF OFFERS:** All rental offers will be submitted to the landlord within 24 hours, subject to the Landlords availability.

**ACCEPTANCE OF OFFERS:** Acceptance of your offer by the landlord is subject to payment of reference and administration charges, receipt of satisfactory references, and the signing and dating of approved tenancy agreements.

**CHANGE IN CIRCUMSTANCES:** Should your financial or personal situation change between your offer being accepted and moving in, you must notify us in writing prior to the signing of any Assured Shorthold Tenancy Agreement.

**CREDIT REFERENCES:** To accelerate the process of obtaining references, the services of Rent4Sure will be used, a credit referencing and data collection agency, who normally give their reply to enquiries within 48 hours subject to employers and present landlords response. Their report will be communicated to Southernbrook for approval. If you do not pass the referencing procedure you will be advised of this, and will also be advised if you can re-apply using a Guarantor. The Guarantor will also have to undergo the referencing procedure. Please note: all fees are non-refundable under any circumstances.

## **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 organisation for marketing purposes.

Where there are rent appears 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.

## **IDENTIFICATION REQUIRED For Immigration Act 2014**

**You can provide either 1 of the following:**

- UK Passport (*current or expired*)
- EEA/Swiss national passport
- Registration Certificate or document certifying permanent residence of EEA/Swiss national
- EEA/Swiss family member Permanent Residence card
- Biometric Residence Permit with unlimited leave
- Passport or travel document endorsed with unlimited leave
- UK immigration status document endorsed with unlimited leave
- A certificate of naturalisation or registration as British citizen.

**If you do not any of the above, you will need to provide any 2 of the following:**

**ANY LETTERS MUST DATED WITHIN THE LAST 3 MONTHS.**

- UK Birth or adoption certificate
- Full or provisional UK driving licence
- A letter from HM Prison Service
- A letter from a UK Government Department or Local Authority
- A letter from National Offender Management Service
- Evidence of current or previous service in UK armed forces
- A letter from a police force confirming that certain documents have been reported stolen
- A letter from a private rented sector access scheme
- A letter of attestation from an employer
- A letter from a UK further or higher education institution
- A letter of attestation from a UK passport holder working in an acceptable profession
- Benefits paperwork
- Criminal Record Check

**Important Note: ALL documents provided will need to be verified in the presence of the Agent ONLY.**

### **REFERENCE & ADMINISTRATION CHARGES:**

<b>Per Application (max 2 people):</b>	<b>£420.00 – INCLUSIVE OF VAT</b>
<b>Additional Tenants (per tenant)</b>	<b>£210.00 – INCLUSIVE OF VAT</b>
<b>Guarantor (if required):</b>	<b>£60.00 – INCLUSIVE OF VAT</b>
<b>Company Let Applications:</b>	<b>£474.00 – INCLUSIVE OF VAT</b>

**\*\*\*PLEASE NOTE THAT REFERENCE/ADMINISTRATION FEES ARE NON-REFUNDABLE UNDER ANY CIRCUMSTANCES\*\*\***

**PAYMENTS PRIOR TO TENANCY COMMENCEMENT:** Once references and negotiations are completed and the terms of the tenancy agreed, the following payments will be required prior to commencement of the tenancy;-

- 1. First month's rent.**
- 2. Deposit equivalent to 1.5 months rent (unless otherwise agreed with Landlord)**
- 3. Tenancy Checkout Fee - £90.00 – INCLUSIVE OF VAT**

**RENT PAYMENTS:** All rent due is payable in advance. The first payment is due together with the other completion monies by bank transfer prior to the commencement of the tenancy. During the tenancy, rent must be paid by bankers standing order, and should be sent from your bank account **three days prior to the rent due date** in order to allow time to clear.

**DEPOSIT:** The deposit is usually the equivalent of one and a half month's rental, and will be retained by our chosen Deposit Scheme Provider, **The Deposit Protection Service**. The deposit shall be returned following completion of the inventory check-out, and subject to the terms of the tenancy agreement and DPS Rules.

**TENANCY AGREEMENTS:** The tenancy agreement forms a legal contract between the tenant and the landlord. You should carefully read the agreement and accompanying documentation. We are unable to give you legal advice. If you have any queries, we recommend that you take independent legal advice. Signing of the agreement will normally take place at our Head Office, and we suggest that 20 minutes be allocated for the appointment.

**COMMENCEMENT OF TENANCY:** The ultimate decision of when a tenancy may commence rests with the landlord. A mutually convenient moving date is negotiated between landlord and tenant. Tenants must have signed the tenancy agreement and presented completion monies in cleared funds prior to occupancy. The inventory and schedule of condition will then be checked, and keys to the property will be released.

**INVENTORY:** Prior to commencement of the tenancy, an inventory and schedule of condition of the property will be prepared if requested by the landlord. This will be at the expense of the landlord. When the tenancy commences, you will be given the inventory to be checked and any amendments made and reported to the Agent within 7 days.

**UTILITIES AND OTHER COSTS:** The tenant is responsible for the payment of all utilities (gas, electricity, telephone, council tax, water rates and sewerage costs) and for the transfer of these services. It is also the tenant's responsibility to provide a television licence.

**INSURANCE:** Whilst it is the landlord's responsibility under the terms of the tenancy agreement to provide buildings insurance, they are not liable for the tenant's possessions. It is advisable that all tenants have adequate contents insurance prior to taking up occupancy. The policy should cover the tenant's personal belongings, and include an additional feature of accidental cover to the landlord's effects under an all risk's policy. Please ask for details.

**PROPERTY MANAGEMENT:** Whilst we can help you to find a property, not all landlords instruct an agent to be responsible for the ongoing management of the property. If the Landlord manages the property, you will be informed of their contact details prior to taking up occupancy.

**PROPERTY VISITS:** If Southernbrook manage your property on behalf of the landlord, it will be necessary for us to conduct visits, on a periodic basis. It is vital, and a legal obligation on your part as the tenant, to allow access for these visits to take place. We will notify you by e-mail of any visits due along with a specified date and time. Please note that if you cannot be in attendance for the visit, we will gain access using our management set of keys.

**RENEWAL CONTRACTS:** Just prior to the final two months of the term of the tenancy, Southernbrook will contact the landlord and tenant to ascertain their future requirements. If the tenancy is to be extended for a further term, renewal documentation for the agreed period will be prepared, which will specify any revised conditions pertaining to the extension of the tenancy. Upon renewal of a tenancy, an administration charge will become payable by the tenant. Any outstanding charges must also be settled by the tenant prior to renewing the tenancy.

**TERMINATION OF TENANCY:** Upon notification that the tenancy shall not be renewed, Southernbrook will contact you to discuss end of tenancy procedures. An inventory check-out will be arranged and a report of any dilapidations compiled. This will be carried out at the expense of the tenant. A thorough *\*professional clean* of the property is recommended at the end of the tenancy, at the expense of the tenant and receipts must be provided. Please note that all keys to the property will need to be returned at the inventory check-out, and no further access will be granted following completion of the report.

*\*The Agent can provide quotes for this upon request.*

**DEPOSIT DEDUCTIONS:** In the event that there are any outstanding charges at the end of the tenancy, the tenant agrees that the agent may deduct these from the Deposit.

**TENANT CHARGES:** The tenant is liable for the following charges that may arise during the tenancy. It is therefore advisable to ensure that all contractual terms are adhered to:

1. **RENEWAL FEE** £108.00 – Inclusive of VAT
2. **TENANT CHANGE OVER** £210.00 - Inclusive of VAT
3. **DEBT MANAGEMENT FEES** Administration charge :£30.00 per letter - Inclusive of VAT
4. **DEBT COLLECTION VISIT** £60.00 per Visit - Inclusive of VAT
5. **ABORTED VISITS** £60.00 Inclusive of VAT
6. **PAYMENT OUTSIDE OF STANDING ORDER SYSTEM** £30.00 Inclusive of VAT
7. **BOUNCED PERSONAL CHEQUES** £30.00 Inclusive of VAT
8. **LATE OR NON-PAYMENT OF RENT** £30.00 Inclusive of VAT per follow up letter/e-mail.