



Emmerson

Tenants

Terms & Conditions



rightmove  Zoopla



Specialist Letting And Property

Management Agents

Emmerson

Feb 2018

TENANT'S TERMS AND CONDITIONS

February 2018

– all fees are inclusive of VAT

1. All applications are received subject to contract, references and Landlord's approval. Referencing is carried out on our behalf by Rent4Sure, who will require details of the tenant's bank, employment (for confirmation of salary), and rental history. In certain cases, other referees will need to be approached.
2. An Administration Fee of **£220.00 (inc VAT)** will be charged to cover the cost of the Application and the preparation of the Agreement.
3. Referencing will be charged at **£60.00 (inc VAT)** per person. In cases where a Guarantor is required, there will be an additional charge of **£60.00 (inc VAT)**. If the tenancy does not proceed due to the tenant(s) withdrawing, any refund of this fee will be at the discretion of the Company.
4. A Holding Fee of **£200 (£500 for Tenancies over £1500 pcm)** will be required to reserve the property subject to contract and satisfactory references. This does not oblige the Landlord to let the property and is a token of good faith. If the tenant(s) withdraws, this money should be considered non-refundable. When the Tenancy Agreement is signed, **this Holding Fee will become part of the first month's rent.**
5. Unless otherwise stated, all rents are payable monthly in advance. All first payments must be made by Bankers Draft, Building Society Draft, Debit Card or Cash. Personal cheques are not acceptable (unless presented seven working days before occupation).
6. Right to Rent – Before you can take up a tenancy you (and any adult who will be living in the property) must provide evidence of your right to rent a property and to remain in the UK; this includes UK nationals. You will need to produce the following original documents:
 - for European Economic Area (EEA) or Swiss nationals only – a passport or national identity card
 - Or
 - for all non EEA or Swiss nationals – a current passport and appropriate visa.

We need to have sight of the original documents in your presence. **Please note that faxed, scanned, photocopied or photographed copies cannot be accepted.** We will take a copy of the documents and obtain confirmation that the documents are genuine. **You will not be able to take up a tenancy unless you can provide the above** or other documents listed in line with the Immigration Act 2014 (ask for details).

If your visa runs out during the course of the tenancy, you will be required to provide further evidence of your continued right to rent. We reserve the right to make a £15 (including VAT) charge per check in order to verify the further evidence. This applies to any adult living in the property.

7. A Security Deposit must also be paid prior to commencement of a tenancy (usually the equivalent of one month, or six weeks rental). By law this deposit must be registered with an approved tenant's deposit scheme **Emmerson & Company are approved members of the Tenancy Deposit Scheme. A charge of £50.00 (inc VAT) will be made for registering this deposit.**
8. Many Landlords will not accept pets – therefore if you have a pet/s you should check with Emmersons that they will be accepted. You should also be aware that a larger Security Deposit will be required.
9. The property will have been provided with smoke alarms and carbon monoxide detectors (ONLY necessary for rooms that contain solid fuel burning devices). The alarms must be checked once a week. See instructions provided with the device. If you experience any problems with the device, please advise us promptly so that we may provide a replacement.
10. **EPC, Gas Safety Certificate and How to Rent checklist:** You will be provided with a copy of the Energy Performance Certificate, Gas Safety Certificate (if relevant) and How to Rent checklist. Please keep these documents safely in the property for future reference. By signing on Page 2 of these Terms and Conditions you confirm that these documents have been provided to you.
11. If the property is managed by Emmersons, we undertake to notify the existing utility companies and Council Tax of the change in occupancy. However, where applicable, it is the Tenants' responsibility to advise the oil company in respect of oil deliveries for central heating. Where tenants change utility supplier/s during the tenancy they must supply the details of the new supplier/s and any reference/account numbers at the end of their tenancy.

IMPORTANT – It is the tenants' responsibility to advise British Telecom if they need a telephone connection – at least seven days notice is required by British Telecom.

12. The tenant/s should satisfy themselves as to the contents and amount of furniture (if any) to be provided. Unless otherwise agreed before the tenancy commences, properties are let as seen.

Continued....

13. Insurance cover for tenants' possessions can easily be arranged through **Rent4Sure** if required.

14. **The Tenant is responsible for paying the cost of the Inventory Check out by the independent clerks at the end of the Tenancy. Details of approximate costs are on our website.**

15. If after the start of the tenancy and by prior agreement with the Landlord, one occupant leaves a 'shared' tenancy and an approved replacement is arranged, a charge of **£60.00 (inc VAT)**, per person, will be payable to Emmerson & Company, for referencing. A further charge of **£220.00 (inc VAT)** will be required for the preparation of a new Agreement and Tenancy Notices.

16. **Renewals during the tenancy: Our Tenancy Renewal Fee of £60 (inc VAT)** will be charged for all paperwork associated with each renewal during the tenancy.

Refund Policy in the Event of a Failed Tenancy

Referencing Charge

Should a prospective tenant fail the referencing process **for any reason** the total referencing charge is non refundable.

Administration Fee

The Administration Fee is non-refundable. However, at the discretion of the management, a proportion of the Administration Fee may be refunded in relation to the amount of administration and preparation work that has been carried out.

Holding Fee

The Holding Fee is non-refundable. However, at the discretion of the Landlord of the property to which it applies, the whole or a proportion of this may be refunded.

The tenant confirms that he/she has been given a copy of Terms and Conditions and agrees to the payments as detailed.

Signed by the tenant:

Dated:

These particulars are for guidance only and do not form part of any contract and, whilst believed to be correct, are given without liability on the part of the Landlord, this company and its employees.

Emmerson & Company ~ Residential Lettings & Management

40 Broadway, Maidenhead, Berkshire SL6 1LU

Tel: (01628) 633893 Fax: (01628) 673855

Email: info@emmersons.co.uk

VAT Registration Number 527 2722 50