HALL AND BENSON
LETTINGS DIRECT

Lettings, Management & Sales

GUIDANCE NOTES FOR TENANCIES

These notes should be read when considering an application for tenancy. They will apply in conjunction with a formal Assured Shorthold tenancy agreement.

Application fees (including VAT unless otherwise stated);

For tenant (All occupants over 18)	£150.00
On moving into the property check in cost	£100.00
If a guarantor is required and acceptable to the landlord an additional fee (each)	£120.00

Please note Guarantors will be referenced in a similar way but with a higher financial requirement to be acceptable

If it is a company taking on the tenancy the application fee is	£240.00

Please return the **appropriate fee** along with a **completed Guidance Notes, Fully Completed Application Form(s)** providing **proof of current address** and **identification**. Under the Right To Rent Legislation (Immigration Act 2014) we are obliged to make suitable checks to ensure that the legislation is complied with this **includes seeing original documents with the applicants in person upon application**. An external referencing agency will be utilised to undertake credit referencing and once application monies are paid they are not refundable. On receipt of an application and subject to successful referencing (unless specific alternative arrangements are agreed before referencing is undertaken) a tenant will need to move in within a maximum of 21 days from application receipt. If this is not possible or referencing is not suitable (Due to adverse references or an insufficient credit score) the Landlord reserves the right to remarket the property without refunding any application costs to the prospective tenant.

Please note in the event of more than one application for a property, the first application tendered will normally go ahead for referencing. **Should, after receiving signed guidance notes and application monies the agent not receive ALL fully completed reference forms AND proof of ID & address within 2 working days or referencing received is either not acceptable or not reasonably obtainable they reserve the right to remarket the property with monies paid being non returnable.**

On leaving the property a final inspection will be undertaken ideally with you (confirming the condition of the property and the ability or otherwise to return your bond) and references will be completed on request for which a completion fee of £60 will be payable.

It is a condition of your tenancy that you take out an insurance policy that provides cover for accidental damage to **the Landlords fixtures, fittings & possessions**. We would recommend that you also arrange cover for your own possessions. Hall and Benson can provide information on tenants policies and we can refer your details to HomeLet who will be more than happy to give you a quote for your security which includes accidental cover for landlord's fixtures, fittings & possessions. You are free to choose your own provider but you must provide written confirmation (Copy specific policy schedule) of appropriate insurance cover prior to moving into the property as this is a term within your tenancy agreement.

Prior to taking up a tenancy the first month's rent, and damages bond, normally one month's rent plus £100 (If a pet is permitted or there are other exceptional circumstances other amounts may be requested as a condition of tenancy – please request confirmation in writing). If the bond is being provided by another person we must have full details of that person(s), please provide this in writing at the time of application. **Monies are payable by cash** (directly to E7 Park Farm Allestree)**, bank transfer**

(Bank details available on request), **bankers draft or by Debit/Credit card** (please see additional information). **Without exception we must have cleared funds a minimum of 2 working days prior to you moving in including card payments and bank transfers**. During the tenancy the deposit will be held in a "Clients Account" at the Sir Frank Whittle Way, Derby branch of Barclays. **On moving into your new home all Tenants and Guarantors will need to attend with proof of address & identification** . If this is not possible please speak to the agents office as soon as possible.

Ongoing rent is to be paid by Standing Order and tenants should ensure that they have a suitable bank account available to make such payments. Standing orders are used so that the tenant and their bank maintain control over payment and responsibility for funds arriving in time for the monies on the due day.

Any redecoration may only be carried out if you have permission in writing from the landlord or the agent - such permission should be sought in writing **prior** to any work commencing.

Any repairs or problems with the property are to be notified to the Lettings Centre on 01332 555949 immediately. No liability will be accepted by the landlord, or agents, for work, or contractors instructed by tenants (unless in emergency situations to prevent further damage to a property when the agent's office is closed).

Tenants are responsible for any contractors call out charges arising from contractors being unable to gain access because tenants have failed to meet arranged and agreed appointments or if no fault is found.

Pets are not allowed without the written permission of the landlord or his agent. Clarification should be sought prior to an application being made. If during a tenancy a request is made for a pet to be kept then this must be made in writing before a tenant commits to a pet. The request will be considered by the Landlord and the decision will be at their sole discretion with no responsibility upon the landlord to provide reasons for declining any such request. If permission is provided after the tenancy is commenced a £60 charge for the drawing up of the additional agreement will be payable by the tenant. Tenants should also be aware of the additional terms such an agreement will involve them committing to, including the provision of extra bond monies – a sample agreement may be viewed at the agents office.

The gardens are the tenants responsibility, and are to be maintained during the tenancy. Garden layouts are not to be altered, shrubs or trees removed without prior written consent.

You must keep the property sufficiently aired and heated throughout the tenancy to avoid problems with condensation and/or mildew.

Within the last two months of your tenancy access will be required at reasonable hours for prospective tenants or purchasers to view with a minimum of one days notice.

Smoking is not permitted within a property you may rent due to the increased impact this results in for the maintenance of the property.

It is our strict policy to levy administration charges on tenants (currently £30.00) for each contact we are required to make chasing late rent payment (in the case of un-honoured cheques by your bank £30.00 will be levied) except where prior agreement with the landlord via this office has been made (max £60.00 per week). Should monies be received in error from tenants and returned then an administration charge of £30 will be applied.

You are committed to rent the property for the term stated in the tenancy agreement. If you wish to leave at the end of the term you are required to give at least **one months written notice** from the rent day (i.e. before the end of month 5 in a 6 month lease). If you fail to give written notice to end the initial fixed term and no new fixed term tenancy comes into being, then the tenant will have a statutory periodic tenancy by virtue of section 5 of the housing act 1988. Your **written** notice then

changes to a minimum of one period of the tenancy. A period being one calendar month from when your rent is due to be paid. Should a renewal of your tenancy agreement be made for a further fixed period a contribution to the costs of £60.00 is payable.

During your tenancy inspections will be undertaken by the agents. There will always be notice provided to you of the day that we would intend to visit the property. It is not essential for you to be in attendance although if you are available then we would be pleased to see you at that time. Any areas noted to require remedial work by a tenant should be undertaken within the time scale notified. **If you would require a specific appointment for you to be in attendance then we do reserve the right to make an administration charge of £30.00 due to the additional logistics involved**.

Monies may be provided by suitable Debit/Credit cards to the agents on 01332 555949. Should a tenant wish to pay their first months rent and deposit monies by this method then they are required to **personally visit the Letting Centre, E7 Park Farm Centre, Allestree** to make payment by the "Chip and Pin" method and suitable photographic proof of identity will be required to be presented at that time. Please note that monies provided by card will take a minimum of three working days to clear into the agents accounts. Acceptance of monies by these methods is subject to the technical availability of card services at the time that payment is offered. No guarantee can be provided if due to reasons beyond the agents control this method of payment is not functioning.

On signing these notes an irrevocable authority is provided to the agents to deduct any monies from a bond held for charges incurred during the tenancy prior to any monies being returned.

If there are any concerns or complaints as to how any aspect of the application process or indeed any other aspect of our services then we will endeavour to respond as quickly as possible to settle the matter in line with our Complaints Procedure – Copies available on request.

Please take a copy of these notes for your own ongoing information or ask the Hall and Benson office you deliver your application to for a photocopy.

All correspondence relating to any tenancy should be directed to:

The Lettings Centre,
Hall and Benson
E7 Park Farm Centre,
Allestree, Derby
DE22 2QQ

Phone **01773 822600 or 01332 555949**

E-mail lettings@hallandbenson.co.uk

Please note notices are not accepted as received until the working day they are received at the above address and if in any doubt confirmation should be sought of safe arrival.

Although not required by law and not exhaustive, we have endeavoured to provide useful background information in an effort to help you as much as we can to understand some of the requirements in renting a property – Please be aware though that due to the legal contract you are applying to enter into, the associated responsibilities and obligations, we need to apply the requirements within these notes to safeguard both you and landlord.
We are conscious of the complexity of tenancy agreements and recommend that you should seek independent advice prior to committing to one if you are unsure about any aspect.

Utility and associated Services

Registration of Tenancy Information.

To help with the move-in process we have teamed up with Tenant Shop to streamline the registration process for your new property by notifying the local council, water supplier and your incumbent energy provider of your move.
We will use software supplied by Tenant Shop to notify all the necessary organisations that you have arrived and provide your contact information, moving in date and meter readings where applicable.
The reverse will happen when you move out.

Broadband & TV

When moving in to your new property you may wish to arrange a Broadband connection & TV package. Our Partner Tenant Shop can offer you exclusive discounts through market leading providers SKY & Virgin Media, and regularly have offers of up to 50% off the standard pricing*
I give permission for Tenant Shop to contact me by phone to provide support and advice on arranging the best Tv & Broadband package for my needs

Signed: _____

Gas & Electricity

On moving in to your new property, you will be placed on a standard Gas & Electricity tariff. This tariff is the providers most expensive tariff, Tenant Shop will provide you with a choice of market comparison to find a tariff with a more suitable rate for your property.

I give permission for Tenant Shop to contact me by phone to arrange a more suitable energy tariff

Signed: _____

As well as phone Tenant Shop may contact me by: Email ☐ SMS ☐

Signed: _____ Date:_____

Tenant Name(s): _____

Right to Rent – Immigration Act 2014

In order to proceed with your application, we're required to obtain from you sensitive information, including but not limited to:

- Passport
- Visa
- Driving licence
- Utility bills
- Live photographs

Information obtained will be for the purpose of conducting residency checks in accordance with the Immigration Act 2014. Information provided to us will be sent to our selected third party for verification. No data will be sent outside of the EEA and any transmission of information will be done so through secure means at all times. For details on the third party used for this verification please contact us.

I\WE HAVE READ AND UNDERSTOOD THESE NOTES AND ACCEPT THE TERMS WILL APPLY IN CONJUNCTION WITH ANY TENANCY LEASE THAT I\WE MAY UNDERTAKE.

I/we consent to the collection, verification and retention of my sensitive information in accordance with the Immigration Act 2014 and the Data Protection Act 1998.

PROSPECTIVE TENANT(S)

SIGNED…… ADDRESS

NAME……..

SIGNED…… ADDRESS

NAME……..

DATE……

Your Email Address …….
(to be used for primary correspondence)

Next of Kin name…….

Next of Kin Address……

Next of Kin Phone number……email……

(To be used if required after termination of the tenancy for communication – please provide alternate details for this purpose if preferred)

Name of all others who are likely to be normally living in the property and ages

Name Age (if under 18)

…… ……

…….. ……

…….. ……..

If you have pets you would intend keeping please give details of type and age. Please note Landlords may choose not to accept Pets or may ask for special conditions to apply.

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On application or within 48 hours we will need to see acceptable Proof of Identity (original documents) (e.g. Passport, Photo Driving License) **AND Proof of Address** (e.g. Utility Bill, Bank statement (within last 3 months), Letter of Confirmation from employer, Copy of current tenancy agreement, mortgage statement, current TV license etc.) Please ask for full details. **The property may be remarketed with application fees being none returnable should these not be received.**

Property Applied For; ……..

Any specific requests prior to taking a tenancy should be made in writing at the time of application

Payment Information

Fees received £……..Cash/Cheque/Card Date ……

If card payment is to be made by telephone please sign to provide authority for Hall and Benson to accept this as a written authority to take above amount, as per the terms of this application process, in conjunction with the provision of detailed card information given over the phone .

Signed …… Staff Member ……

n.b. Costs shown are correct at this time but may be amended in the future.

2018 Notes

Hall and Benson is the trading name of Hall and Benson Limited, a company registered in England number 8730244. Registered office; 2 Lace Market Square, Nottingham, NG1 1PB

Alfreton Tel: 01773 521771
Allestree Tel: 01332 555945
Belper Tel: 01773 824232
Heanor Tel: 01773 715050
Spondon Tel: 01332 607000
Land and New Homes Tel: 01332 555945
Lettings Direct Tel: 01332 555949 / 01773 822600
Surveys Direct Tel: 01332 741423

MORTGAGE ADVICE AND CONVEYANCING
Contact us for more details
www.hallandbenson.co.uk