# Tenants Guide

This document outlines the charges payable to Bourne Estate Agents ("Bourne") should you decide to rent a property through Bourne; the documents we require to process your application; and the process of entering into a tenancy.

There is also a summary of tenant's responsibilities which are not exclusive and should be read in conjunction with the tenancy agreement.

The registering of your personal details and property requirements with Bourne Estate Agents is free of charge.

## Requirements:

### Holding Deposit

In order to reserve a property, the acknowledgement forms at the end of these Terms and Conditions should be returned to Bourne Estate Agents along with a reservation deposit equal to the value of **one weeks rent**. This reservation deposit will ensure that the property is reserved and taken off the market whilst referencing is undertaken. It will also be off-set against the total monies which are due 48 hours prior to the commencement of the tenancy.

Before an application to rent a property, can be processed all tenants must complete the Comprehensive Search Tenant Questionnaire so that references may be taken up. In order to speed up the referencing process this questionnaire is on-line only.

If an applicant decides not to proceed with the let during the reservation period a decision will be made in consideration of the Tenants Fees Act to determine the possible retention or refund of the holding deposit paid. Bourne Estate Agents could retain up to a maximum value of the holding deposit paid.

***Your statutory right is to receive the holding deposit back after 15 calendar days if the tenancy agreements are not executed, unless its agreed that you are happy to extend the time these monies are held.***

Should the landlord decide not to proceed with the let at anytime during the reservation period then the full holding deposit will be refunded to the applicant, unless the Tenant has provided misleading information which compromises the original offer to which the offer had been accepted.

Prior to completing the questionnaire and paying the reservation fee all applicants are given, upon request, a draft copy of Bourne Estate Agents standard tenancy agreement. A copy will also be forwarded to a guarantor, if requested.

Applicants and guarantors are strongly advised to take the tenancy agreement to a solicitor; the Citizens Advice Bureau; or a Housing/Legal Advice Centre so that they are fully aware of their obligations under the terms and conditions of the tenancy.

## Reference requirements

The completed comprehensive search tenant questionnaire is forwarded to Bourne Estate Agents credit and referencing agency so that the necessary references may be taken up. Typically, the agency will check (amongst others) the following information:

1 Employer's and salary details;
2 Credit Rating;
3 Electoral Roll details;
4 Previous landlord, lender or agent.

Responses are usually received from the agency within 7 to 10 days; however, to assist matters applicants should ask employers/other referees to provide a speedy accurate response, especially if an urgent move in date is required.

If the applicant does not meet the necessary, credit score required then it may be possible for a guarantor to act on their behalf. If the references prove to be satisfactory and the guarantor is able to meet the financial assessment guidelines (detailed below) then the tenancy may proceed subject to the landlord's approval. Financial proof of residency (i.e. bank/credit card statement) will also be required from both tenants and guarantor.

## Guide to Financial Requirements

Financial strength of the applicant is assessed by the referencing agency using a standard calculation of annual salary being equivalent/more than 30 times the monthly rental.

**Example:**
Rent £1000.00 per calendar month

Salary required £1000 x 30 = £30,000 per annum

*If there is more than one applicant then income from both/all parties will be taken into account.*

This calculation takes into account any deductions that may be made from salary for tax and NIC deductions along with day to day living expenses over and above the rent. If the applicant cannot meet the above calculation then either a guarantor may be provided (see referencing section) or the applicant may pay their rent in advance subject to the landlord being in agreement. The minimum period of rent in advance is seven months.

**NOTE:** The landlord is our client and, as such, the final decision regarding any let is subject to his/her approval.

## Tenancy Agreement

Upon receipt of satisfactory references from the referencing agency, Bourne Estate Agents will draw up the Tenancy Agreement and forward a copy to both the Landlord and the prospective Tenant. This agreement should be read carefully, signed and returned to Bourne Estate Agents a minimum of 48 hours prior to the commencement of the tenancy.

An invoice showing all monies due will also be forwarded to you and these monies should be paid in cleared funds a minimum of 48 hours prior to the commencement of the tenancy.

Bourne Estate Agents reserve the right to move the proposed entry date back where payment is made later than the 48 hours stated above.

The copy of the tenancy agreement signed by the Tenant is given to the Landlord. Tenants are given the copy of the agreement signed by the landlord. This agreement should be kept in a safe place as you may need to check your tenancy obligations or in the event there are any legal proceedings to understand your rights and obligations. Please note that additional copies will not be provided.

## Stamp Duty Land Tax

As of December 2003 tenants are responsible for paying Stamp Duty Land Tax if the rent exceeds £125,000 per annum (£10,416 per month). For further details please contact your local office or visit www.hmrc.gov.uk

## Rent payments

As per the summary of requirements page which you will find later on in this booklet, the charges detailed, along with the payment of rent for the first month must be made at least 48 hours before the tenancy commences. This can be made by electronic transfer only or an over the counter payment at your bank.

**We cannot accept cash payments in branch.**

**Please note that we are unable to allow a tenancy to commence unless we are in receipt of all monies required and such monies are in cleared funds.**

During the course of the tenancy all rental payments should be paid by standing order. A standing order mandate will be provided and should be completed and returned to your bank 72 hours before the tenancy commences. This form will be forwarded to you along with your tenancy agreements etc. We are unable to accept rental payments in the form of personal cheque or cash. Payment must be made by an electronic transfer only.

The standing order will be set-up from the rent due date of the following month and rent will be payable in advance.

If rent is more than fourteen calendar days late, a charge of 3% above the Bank of England base will be applied to each day the payment is outstanding.

At the end of the tenancy it is the responsibility of the tenants to cancel the standing order mandate. Bourne Estate Agents are unable to cancel this on your behalf.

## Deposit

As above, the charges detailed on the summary of requirements page should be paid in cleared funds.

A deposit equivalent to **five weeks** of the rental is also payable in advance, unless the rental exceeds £50000 per annum the deposit will be equivalent to **six weeks** of the rent. The deposit is held during the tenancy and will be used at termination to pay for any damage, cleaning or other breaches of the tenancy as detailed in the Check-out report.

**The deposit cannot be used at any time for payment of rent.**

At the commencement of the tenancy all tenants will be notified as to whether Bourne Estate Agents or the landlord is managing the property. If Bourne manage the property or collect the rent then we will hold the deposit in the capacity as Stakeholder.

To comply with the Housing Act 2004 and legislation regarding tenant's deposits, you will be advised by either Bourne or the landlord of the designated scheme which your deposit has been placed into for protection. You will receive a certificate detailing the scheme where your deposit is protected and can check with the scheme for peace of mind

Bourne Estate Agents are members of TDS (The Dispute Service) and will register all deposits within this scheme where we hold the deposit on behalf of the landlord. www.tenancydepositscheme.com/

STAKEHOLDER means that the deposit will be held by Bourne Estate Agents until such time as both parties agree, in writing, to any deductions from the deposit which may include any costs detailed in the check-out report; agent's fees; legal costs and disbursements; any liabilities arising due to a breach of the tenancy agreement; or any rent arrears.

No interest is payable on the deposit.

The tenant will be advised if Bourne Estate Agents are providing a "letting only" service. If this service is being provided then the landlord is responsible for providing an Inventory and arranging the checking of the Inventory at the start and end of the tenancy. All negotiations regarding deductions will be made directly with the landlord.

In cases where the landlord is managing the property and as such we are not acting as managing agents, we are unable to accept any responsibility for the return of deposit monies.

At the end of the tenancy Bourne Estate Agents, where acting as Stakeholders, will endeavour to return the deposit (less any deductions, as agreed between landlord and tenant) within ten days of agreement between both parties.

Where we manage the property and in the event of a dispute over the return of the deposit monies at the end of a tenancy, this will be referred to the TDS and their decision will be considered to be final, as per your tenancy agreement.

Any contract is between the landlord and tenant and both parties must negotiate any deductions to be made from the deposit at the end of the tenancy. Any dispute between the landlord and the tenant will be adjudicated by a decision by the TDS.

## Zero Deposit Option

A Zero Deposit Guarantee costs the equivalent of one week's rent and replaces the traditional tenancy deposit, aiming to make renting more affordable. Membership of the scheme will include an initial 'set up fee' and an annual administration fee throughout the tenancy.
**This offer is at the discretion of the landlord.**

How it works

1. You review your Zero Deposit Guarantee quote online, having been introduced to Zero Deposits by Bourne Estate Agents.
2. You make a payment equivalent to one week's rent, provide your Direct Debit details and then the paperwork is generated, and copies sent to all parties.
3. Your landlord gets a guarantee for the same amount as a 6-week tenancy deposit and you remain liable for any damage or financial loss due to them.
4. At the end of the tenancy, the inventory and check-out are completed and if you leave the property in a satisfactory condition with no outstanding rent or bills, there is no further action required.
5. If there is any damage to the property or any unpaid rent, you will need to reimburse the landlord yourself. If you dispute the landlord's claim, you and the landlord will be asked for evidence which will then be sent to redress scheme.
6. If the adjudicator finds in the landlord's favour, Zero Deposits settle the claim with your landlord and seek reimbursement from you directly. If you fail to reimburse Zero Deposits at this point, you may be liable for recovery costs and it could impact on your credit history.

Important Information

- This Guarantee provides your landlord with protection if you do not pay them directly for the cost of any financial loss or damage due.
- You remain completely responsible for any financial loss or damage due to the landlord, as you would with a traditional tenancy deposit.
- The cost of the Zero Deposit Guarantee is not returned to you at the end of your tenancy or offset against any claim by the landlord.
- If you dispute your landlord's claim, and our expert evaluation partner finds in your landlord's favour, Zero Deposits will settle with them and then seek reimbursement from you. Failure to pay us at this stage will result in Zero Deposits passing your debt to a debt collection agency which may incur further costs for you and could affect your credit rating
- A Zero Deposit Guarantee is offered to you as a choice, so if you prefer to pay a security deposit, you can. With a traditional deposit your money will be returned to you if there is no financial loss or damage due to the landlord at the end of the tenancy

There is an annual administration fee paid to Zero Deposits of £26 per tenancy collected every year by Direct Debit from the first anniversary

For more information visit zerodeposit.com or call 0333 200 254. Zero Deposit is a trading name of Global Property Ventures Limited, the head office of which is at Business & Technology Centre, Bessemer Drive, Stevenage, SG1 2DX (company number 10328435). Global Property Ventures is authorised and regulated by the Financial Conduct Authority and can be found on the Financial Services Register (firm reference number 797026). The Zero Deposit Guarantee is provided by Great Lakes Insurance SE, UK branch office. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. It is registered with the commercial register of the local court of Munich under number: HRB 230378. The UK Branch office is at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Insurance SE UK Branch is authorised by the German Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority.

Bourne Estate Agents may receive a referral fee from Zero Deposits having been introduced by Bourne (The level of the fee will be dependent on the rental value monthly of the property).

## Insurance

The Landlord's insurance policy will not cover any of the tenants' possessions. We therefore strongly recommend that all tenants take out adequate insurance to cover any damage or loss to their own contents.

Insurance cover may be difficult for Tenants to obtain without paying a high premium or having a policy subject to a large excess payment should a claim be made. Bourne Estate Agents are able to offer you the benefit of contact with our preferred supplier. Bourne Estate Agents can arrange for you to be contacted by our preferred partner upon request to provide a no obligation quote for contents insurance.

## Inventory

PLEASE REFER TO THE TENANCY AGREEMENT. At the start of the tenancy, where Bourne Estate Agents act as Managing Agents, we will arrange for a Check-in to be carried out. You will meet the appointed person and you will check the condition of the property. Any additional comments may be added in writing via email to your landlord or agent to provide any reasonable additions to the inventory document.

An Inventory and Schedule of Condition will be prepared which details the fabric of the property along with all fixtures, fittings and contents and a description of their condition. The Inventory and Schedule of Condition will be prepared either by an independent Inventory Clerk, the landlord or his representative.

This Inventory will be used to assess any damage at the end of the tenancy making allowance for fair wear and tear. Apart from fair wear and tear, any damage noted on the Inventory will be charged to the outgoing tenant.

At the completion of the Check-in the tenant will be asked to sign a copy of the Inventory confirming that it is an accurate record of the contents and condition of the property. If the Inventory is not available at Check-in the tenant will be asked to sign a declaration outlining the condition of the property. A copy of the Inventory will then be forwarded on to the tenant at which time any additional comments should be forwarded, in writing, within 7 days from the commencement of the tenancy.

*Please note that additional copies will not be provided over and above what is sent at the start of the tenancy.*

If the amended Inventory is not returned to Bourne Estate Agents the tenant will be deemed to have **accepted the Inventory** and all damage to be deducted from the deposit will be assessed upon the Inventory and report.

If the tenant does not attend the Check-in, a copy of the final Inventory agreed by the Inventory Clerk will be forwarded to the property. Once the Inventory and Schedule of Condition has been checked and signed keys are handed over to the tenant.

At the end of the tenancy a Check-out report is prepared. The tenant should attend the Check-out.

The Check-out can only take place once all items are placed in the same position as noted in the Inventory.

The Inventory Clerk is independent of both landlord and tenant and Bourne Estate Agents judges their decision as final. If a tenant disagrees with the decision of the Inventory Clerk then further advice should be sought from another independent party.

All Tenants are advised if Bourne Estate Agents are providing a "Letting Only" Service. If this is the case the landlord will provide the Inventory and arrange the check of the Inventory directly with the tenants at the start and end of the tenancy.

The check in and checkout times are not confirmed and are at the availability of the clerk or the landlord. Times can't be confirmed, however if you require a designated time for check in we can request this from the clerk and will try and be as flexible as possible to allow this to happen, however any request is not guaranteed. The clerk will attempt to make contact with you within 72 hours prior to the tenancy starting/ending to arrange either a check in or check out, however if you require assistance sooner please contact your local office, who will request that the clerk calls you sooner.

## Pets

Domestic animals/pets can only be allowed into a property with the landlord's prior written consent**. Bourne Estate Agents must be informed at the time of making an application if there is a pet**. This avoids problems arising at a later date.

If the landlord allows a pet in his property, the following extra terms and conditions will be included in the tenancy agreement.

1. Fumigation of the property and professional cleaning at the end of the tenancy (a receipt must be provided);
2. Keeping the animal under control;
3. Removing animal excrement, if applicable, from the garden;
4. Proof of cleaning and fumigation to be given to Bourne Estate Agents otherwise the work will be carried out and the cost deducted from the Deposit

***A request by a tenant during the tenancy to keep a pet at the property will have to be submitted to the landlord in writing (if agreed, this will incur a variation to the agreement, which will be charged to the tenant at £50.00 including VAT).***

# On-going management of the property:

At the start of the tenancy you will be notified of who will be managing the property during the tenancy, along with any maintenance/access details. Please refer to your tenancy agreement for further details.

If Bourne Estate Agents manage the property then the tenant may contact the Management Department on 01420 542127.

Please note that an emergency call should only be made in situations such as water escapes which cannot be contained or isolated thus requiring a plumber to attend or electrical faults which may result in fire. Gas escapes should be reported immediately to Transco on 0800 111999.

Issues such as heating/hot water failure, security, drainage problems, electrical circuits, ring mains etc will be attended to as a matter of urgency, however, same day response by a contractor cannot be guaranteed.

General maintenance such as dripping taps, slow filling cisterns, appliance failure etc. will be dealt with as soon as possible.

We will hold keys to all fully managed properties in branch so you do not need to be present for contractors to attend. This will allow him to enter the property to attend to the problem reported. All such visits will be agreed with you in advance and they will be instructed to knock first before entering the property.

If the Landlord manages the property the tenant should contact the landlord direct. The relevant contact numbers will be given to you at the commencement of the tenancy. In this instance;

- Bourne Estate Agents cannot organise any repairs. Bourne Estate Agents have neither the landlord's authority/or funds to act on his behalf.
- Tenants must ensure that they contact the landlord and do not use Bourne Estate Agents 24 hours' emergency service.
- Tenants who are not in fully managed properties will be liable for any costs incurred should they use this service.

## Call Out Charges

If Bourne Estate Agents instructs a contractor as a result of a maintenance issue which is the responsibility of the tenant then the gross invoice will be charged to the tenant accordingly from the deposit at the end of the tenancy, in accordance with the Tenant Fees Act 2019.

## Utilities

If Bourne Estate Agents manage the property then we will confirm to the suppliers that the account should be transferred and from which date, however, this does not alter the obligation of the tenant to provide his/her personal details to each supplier.

If a telephone is connected at the property then tenants should ensure that this connection is maintained throughout the tenancy. British Telecom or the relevant Cable Company should be contacted prior to the commencement of the tenancy.

Re-connection fees are the liability of the Tenant. If there is no telephone connection in place then the provision/cost of this facility should be agreed with the landlord prior to the commencement of the tenancy.

## TV Aerial

This service has not been tested at the property and the landlord does not guarantee that a working aerial is provided as part of the tenancy. It may be necessary, in certain instances, for a cable subscription to be taken out at the tenant's expense. Bourne Estate Agents accepts no responsible for the quality of the TV reception at the property.

## Garden(s)

If a property has a garden, unless specifically agreed otherwise, it is the responsibility of the tenant to maintain it. General garden maintenance includes the following:

1 Mowing the lawn as often as required;
2 keeping borders and tubs free of weeds;
3 Not altering the character of the garden.

Annual maintenance such as pruning or lopping of bushes and trees above head height is the responsibility of the landlord.

If the garden is not maintained properly, Bourne Estate Agents reserves the right to instruct a garden contractor. The cost will be the responsibility of the tenant.

Sometimes the landlord includes the cost of maintaining the garden in the rent. If this is the case then the clauses of your tenancy agreement will reflect this fact.

## Post

Landlords are advised to re-direct all mail, however, some items may still be sent to the property. Any mail addressed to the Landlord should be forwarded to Bourne Estate Agents as soon as possible.

At the end of the tenancy tenants are responsible for arranging redirection of their own mail. This cannot be done by Bourne or the landlord. Bourne Estate Agents cannot accept responsibility for the redirection of tenant's post.

## Holidays/Vacant property

As per your tenancy agreement you should notify Bourne Estate Agents or the landlord before leaving the property/premises vacant for any continuous period of 21 days or more, during the tenancy.

Many insurers insist on certain measures being taken if a property is to be vacant for more than a certain period of time. If this applies the tenant will be informed in writing by either Bourne Estate Agents or the landlord. The tenant will be responsible for the cost of such measures.

As detailed above, a special tenant's insurance policy is available to cover contents, water damage, theft and fire damage. Further details can be obtained by telephoning Bourne Estate Agents.

## Management visits

All properties managed by Bourne Estate Agents are visited approximately three times a year at mutually convenient times. Occasionally Bourne Estate Agents are asked to visit more frequently. All visits will be arranged/agreed with the tenants and confirmed in writing. Visits take place during normal office hours and co-operation is requested.

If the landlord manages the property, he may wish to visit occasionally to check all is well. Neither Bourne nor the Landlord(s) can gain access without consent of the tenant.

## Tenancy Termination

**If you wish to terminate your tenancy then two months' written notice must be given in accordance with your tenancy agreement.** If either party do not wish to renew a tenancy then towards the end of a tenancy the tenant will be contacted to arrange a mutually convenient appointment for the Check-out.

This will be carried out by an independent Inventory Clerk or, if the Landlord is managing the property, at a time agreed between the two parties.

At the time of check-out all items must be in the location noted on the Inventory. All belongings of the tenant must be removed prior to the Check-out.

As well as checking the condition of the property, its contents, fixtures and fittings, the Inventory Clerk, or the landlord, will take the meter readings for the utilities and collect all sets of keys to the property.

If any keys, security fobs or other devices are missing tenants will be charged either for their replacement or for changing the lock to which the key belongs; or the relevant codes for any device (in accordance with the Tenant Fees Act 2019).

The property should be cleaned before the Check-out. The cleaning extends to all windows, carpets, curtains and the property itself. The garden should be presented in seasonal order, which can include grass cut and free of weeds. All kitchen equipment, if applicable, should be laid out on the work surface to enable their condition to be checked.

Allowances will be made for fair wear and tear. Any extra cleaning or damage will be charged to the tenant and deducted from the deposit.

If tenants are not ready to vacate at the agreed time the Check-out may have to be re-arranged. Please provide as much notice, with a minimum of 48 working hours.

Bourne should be provided with a forwarding address along with details of the person to whom the deposit should be returned and the bank account details.

Failure to do so may result in a delay in returning the deposit. This forwarding address is also passed to the utility suppliers and the local authority so that they can send the final accounts for the property.

# Fees:

## Change of occupant including additional occupant

Provided the landlord grants permission a tenancy can be transferred from one named party on the agreement to another, with the previous tenant being released from all obligations pertaining to the property, this is on the proviso that all necessary agreements, contracts and references are executed and complete. If the landlord is in agreement, then an additional tenant may be added.

A fee equating to **£50.00 inclusive of VAT** will be applicable in respect of the administration/references/new tenancy agreement costs.

### Data Protection – General Data Protection Regulation

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. Details of how Your data or that of the Tenant will be taken, held and used is set out in our privacy policy ("the Policy") that is provided supplemental to these terms. A copy of the Policy can also be found on our website www.bourneestateagents.com/privacy-policy.

If you have any questions regarding the storage or use of the data please refer to the policy or direct the questions to data@bourneestateagents.com or write to us at Data Protection Dept, Bourne Estate Agents, 72a High Street, Alton, Hampshire, GU34 1ET

## RESTRICTIONS & DOCUMENTATION REQUIREMENTS

**RESTRICTIONS** Many landlords are unable to accept the following:

1 Sharers
2 Housing Benefit
3 Pets
4 Children
5 Smokers

The above restrictions apply to any tenancy taken **unless** agreed otherwise, in writing, prior to the signing of your tenancy agreement.

### DOCUMENTATION REQUIRED

**UK Citizen**

1. Proof of address where you are currently residing dated within the last three months.
2. This must be in the form of a Bank Statement, Utility Bill or Council Tax Statement.
3. A copy of your passport. The applicant must be present at Bourne's office and present their passport in person for photocopying. Copies cannot be taken by an applicant and forwarded to Bourne.

**Non UK Citizen**

1. Proof of address where you are currently residing in the UK dated within the last three months.
2. This must be in the form of a Bank Statement, Utility Bill or Council Tax Statement.
3. A copy of your Passport or official ID Card which will be taken by a member of staff of Bourne when the applicant is physically present in the office. Bourne cannot accept copies forwarded to them.
4. A copy of your Visa/Work Permit which will be taken by a member of staff of Bourne when the applicant is physically present in the office. Bourne cannot accept copies forwarded to them
5. Or your share Code for the office to check the right to rent status

# SUMMARY OF REQUIREMENTS

| Monies/ Documentation Required | When Required |
|---|---|
| A reservation fee/holding deposit to the value of one weeks rent | A property cannot be reserved until such time as this is received |
| Signed declaration of "Tenants Guide to Renting" indicating level of insurance required | This must accompany the reservation fee |
| Copy of Passport or official ID card taken by Bourne when the applicant is present | Within 48 hours |
| | |
| Proof of Residency (this should be financial such as a bank/credit card statement) | Within 48 hours |
| Proof of Address for Country of origin (if applicable) | Within 48 hours |
| Proof of Visa/Work Permit taken by Bourne when the applicant is present (if applicable)<br><br>Completed online referencing questionnaire | Within 48 hours<br><br>Within 48 hours |
| Executed Tenancy Agreement | Within 15 calendar days |
| First month's rent | In advance (as above) * (see note below) |
| Five weeks rent as deposit (Six weeks rent as a deposit where yearly rent exceeds £50,000) | In advance (as above) * (see note below) |
| Completed Standing Order mandate (Provided to you bank directly) | In advance (as above) * (see note below) |

*****Please note that if we do not receive the required documentation within 48 hours we reserve the right to re-advertise the property and the holding fee will be non re-fundable.*****

# TENANT'S RESPONSIBILITIES

*Upon taking up occupancy of a property you immediately become responsible under the Housing Act 1988 which states that you should "look after the property" in a tenant like manner". This means that throughout the tenancy the tenant is responsible for such matters as those listed below:-*

- **Cleaning of net curtains** both during and at the end of the tenancy
- **Window cleaning** at the end of the tenancy
- **Pest Control** if infestation is due to the negligence of the tenant
- **Ignition of Pilot** light in boiler
- **Keeping the property ventilated** and condensation free
- **Defrosting of fridge and freezer** at regular intervals and defrosting at the end of the tenancy.
- **Keys** – Should keys become lost inform us immediately. You will be liable for the cost of additional keys or new locks.
- **Leaving the property for any length of time** – During the colder months the heating should be left on at a reasonable temperature; the loft hatch left open. Any insurance requirements must be satisfied.
- **Insurance of tenants' contents**
- **Repair of window or glazing** due to accidental damage caused by tenant or visitor
- **Maintenance of garden** unless a gardener is provided
- **Regular cleaning of property** in order that it may be returned in the same condition as commencement of tenancy, allowing for fair wear and tear.
- **Keep limescale at bay** in particular sanitary ware, dishwasher, washing machine etc
- **Security of property**
- **Replacing battery in smoke detector and or carbon monoxide alarm**
- **Fuses and trip switches**
- **Condition of driveway** i.e. oil on driveway and removal of weeds
- **Clearing of gutters** if cleaned at the start of the tenancy
- **Damage** to items by the tenant or his visitors
- **Replacement of light bulbs**
- **Maintenance of appliances** i.e. removal of coins etc in washing machine or dishwasher, cleaning of filters and soap trays, changing of bags in vacuum cleaner.
- **Clearing of blocked toilets, sinks & drains** caused by the negligence of the tenants or their visitors
- **Bleed air from radiators**
- **Removal of all rubbish and personal possessions** at the end of a tenancy
- **Aware of obligations** tenants should take a copy of the tenancy agreement to a solicitor, the Citizens Advice Bureau or other legal representation and be aware of the obligations.
- **Chimney Sweeping** annually and at the end of the tenancy irrespective of use.

## SUMMARY OF COSTS

| Service | Charge |
|---|---|
| Standard cash deposit (AST)<br><br>Cash deposit for rents exceeding £50000 per annum | Five weeks rent<br><br>Six weeks rent |
| Change of occupier / re-referencing after making advanced payment | £50 inclusive of vat |
| Replacement keys | Dependent on cost of key – To be agreed at the time |
| Rent arrears/Late payment of rent | 3% above the Bank of England base rate<br>(To be charged if the rent is more than fourteen days overdue limited to the actual days the rent is late) |

## ADDITIONAL SERVICES

| Service | Supplier | Agreement to pass details to selected third party |
|---|---|---|
| Utility Switch | Oneutilitybill.co (Notify) | Yes ☐<br><br>No ☐ |
| Zero deposit option | Zero Deposits | Yes ☐<br><br>No ☐ |

**We recommend a utility switch provider who can assist with utility packages and managing bills. With your consent we can pass your details over and they can quote for energy, broadband, water and YV packages, you will then be able to pick and chose to build a package suitable for your needs. This will of course be a not obligation quotation for you. However, this will give you a good idea of what the company could offer you as a package during your tenancy.**

**** By clicking above, you are consenting for us to pass your details to the company.**

On completion and out of the cost the tenant pays the supplier, the supplier will provide Bourne Estate Agents with a referral commission of 15% of the total value minus IPT where applicable. You will not have to pay anything extra for this as the referral fee is paid by the supplier out of their fees.
*Information on the policies are available upon request

## SMOKE & CARBON MONOXIDE REGULATIONS 2015

The Government has introduced the Smoke and Carbon Monoxide Alarm Regulations (2015) to make landlords in the private rented sector in England responsible for ensuring that smoke and carbon monoxide detectors are appropriately installed and are in proper working order at the start of a new tenancy.

From the 1 October 2015 landlords will have to ensure that a smoke alarm is fitted on every floor of their property where there is a room used wholly or partly as living accommodation. They will also have to put a carbon monoxide alarm in any room where a solid fuel is burnt, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG.

Landlords or agents will then have to ensure that the alarms work at the start of each new tenancy.

During the tenancy it is a tenant's responsibility to ensure the alarms work and it is their responsibility to change the batteries during the tenancy. However, should the alarms become faulty during the tenancy landlords are responsible for replacing them. It is the tenant's responsibility to check these monthly and advise their landlord/agent should they become faulty.

The Smoke and Carbon Monoxide Alarm Regulations 2015 can be read in full here:
www.legislation.gov.uk/ukdsi/2015/9780111133439/contents

## DOCUMENTS BY E-MAIL

For speed and efficiency, we will send all of your tenancy documents to you at the e-mail address provided overleaf. This will include vital information such as your How To Rent booklet, Energy Performance Certificate and Safety Certificates pertaining to the property.

Should you prefer to receive them by some other means please advise your local office.

Please sign here to confirm that you have read, understood and accept the above:

**Applicant 1 –**

Full name: ……..

Signature: ……..

Date: ……..

**Applicant 2 -**

Full name: ……

Signature: ……

Date: ……

**Applicant 3 –**

Full name: ……..

Signature: ……..

Date: ……..

**Applicant 4 -**

Full name: ……

Signature: ……

Date: ……

# DECLARATION

## PROPERTY ADDRESS: _____

| | YES | NO |
|---|---|---|
| I/We have received and agree to the terms & conditions as set out in the Tenants Guide and Obligations to Renting. | ☐ | ☐ |
| The information which I/We have given/give in the application forms is true to the best of my/our knowledge. I/We consent to this information being verified by fair and lawful means, which I/We understand will involve contacting referees and licensed credit reference agencies. I/We understand the resulting verified information will be forwarded to the letting agency and/or to the landlord. The results may also be accessed again if I/We apply for a tenancy in the future. | ☐ | ☐ |
| Data Protection – I/we understand & agree that the information provided may be user by Bourne Estate Agents and passed on to a third party as necessary. I also understand that this information will Not be sold for marketing purposes | ☐ | ☐ |
| I/we are aware that we should inform Bourne Estate Agents at the time of application any bankruptcy orders/county court judgements which have incurred in the past 7 years. Should an adverse credit score be received as a result of out failure to comply with the above, or an unacceptable landlord or employment reference be supplied (as per the tenancy application), I/ we understand that this will result in the loss of up to the maximum of the reservation deposit to cover the administrative costs incurred. | ☐ | ☐ |
| I/we agree to take the property as seen.<br>Note: If you have any worries you must clarify these prior to handing over a holding deposit. Properties will not be improved or additional items supplied after the tenancy commences. | ☐ | ☐ |
| I/we are aware that unless otherwise stated we are not guaranteed any tenure beyond the initial seven month period. | ☐ | ☐ |
| I/we are aware the I/we are responsible for arranging adequate insurance cover for our own contents/personal affects. | ☐ | ☐ |
| I/we agree that any deposit monies held by Bourne Estate Agents at the end of the tenancy will only be released to either Landlord or Tenant following their mutual agreement of monies to either party. I/we are aware that Bourne Estate Agents are not liable for any legal fees in the event of agreement not being achieved between the Landlord and Tenants. Landlord and Tenant respectively will be responsible for their own legal fees. | ☐ | ☐ |
| I/we are aware that if for any reason I/we do not fulfil the agreed terms the Holding Deposit may not be refundable to the applicant. | ☐ | ☐ |
| ***I/We are aware that we need to complete our references within 48 hours of agreement of this offer otherwise the property will be re-marketed.*** | ☐ | ☐ |
| ***I/We agree for the value of the holding deposit to be taken off the initial invoice for monies due prior to the tenancy starting.*** | ☐ | ☐ |
| ***I/We understand our statutory right to receive the holding deposit back after 15 calendar days if the tenancy agreements are not executed, unless its agreed that you are happy to extend the time these monies are held.*** | ☐ | ☐ |
| ***I/We agree for an extended period the holding deposit monies are to be held by Bourne Estate Agents and I/We provide our consent over and above our statutory right for these monies to be held after 15 calendar days from initial receipt.*** | ☐ | ☐ |

## Declaration cont.

For the proposed let to proceed is this on the basis of your own property being subject to a sale?

Yes ❑
No ❑

If ***YES*** please make a Bourne representative aware as this will need to be detailed to the landlord and accepted in writing by the landlord with any criteria that needs to be met. This is all subject to contract.

| |
|---|
| As discussed with a representative from Bourne Estate Agents and agreed by the Landlord, please confirm in writing any works required/special requirements to which this let is subject including cleaning and providing or removing any goods. Note that if no conditions are specified then the tenant agrees to take the property as seen on the viewing:- (any items listed below that are made after the initial offer will be subject to re-negotiation). |

Proposed start date ……

Price agreed ……..

Signed …… Signed……

Full name …….. Full name……

Date …… Date……..

# TENANTS INFORMATION

**Applicant 1 –**

Full name

……..

Tel no: …….

Current address:

……..
……..
……..
……..

Email:

……..

National insurance number:

……..

Passport number

……..

Are you in a probationary period?

……..

Are you in full time employment?

……..

Permanent or contract

……..

Have you got any CCJ's registered against you or entered in to an IVA?

……..

**Applicant 2 -**

Full name

……..

Tel no: …….

Current address:

……..
……..
……..
……..

Email:

……..

National insurance number:

……..

Passport number

……..

Are you in a probationary period?

……..

Are you in full time employment?

……..

Permanent or contract

……..

Have you got any CCJ's registered against you or entered in to an IVA?

……..