

# BLACK & WHITE

Lettings & Property Investment Specialists

## STANDARD TERMS AND INFORMATION FOR TENANTS

These terms and conditions apply to your application to rent a property through Black & White Property Services

### **RESERVATION FEE - PLEASE NOTE:**

A reservation fee is normally payable upon your request to rent a property - see Fee Schedule below, this fee is for the purpose of administering the let, taking up references, preparing the tenancy agreement etc. Upon receipt of the reservation fee, the parties will enter into an agreement to grant a tenancy on the terms discussed. This agreement reserves the property for you to occupy on the agreed date, subject to the landlord receiving satisfactory replies to its credit and reference enquiries, and subject to the landlord obtaining vacant possession from the outgoing tenant (if applicable). If either satisfactory replies are not received or you simply change your mind and seek to cancel the agreement, the reservation fee will be retained to cover our reasonable administration costs, and to compensate the landlord for any lost rent.

### **PROPERTY CONDITION**

The property is let as seen at the time of viewing, with the exception of occupants possessions if viewed whilst the property is occupied; any requests for extra furniture, appliances, redecoration or any alterations to the property, will not normally be considered after the reservation has been taken.

### **SIGNING CONTRACTS**

The letting contract or agreement must be signed by all tenants and, until this has taken place, no contractual agreement, offer or obligation is deemed to exist, if tenants are unable to sign prior to the tenancy commencement date, a letter must be obtained from that person giving another tenant power of attorney to sign documentation on their behalf.

### **REFERENCES**

All tenants will be expected to provide references which are satisfactory to the landlord before any tenancy agreement can be created. A referencing fee, to cover reasonable administrative costs, will be charged - see Fee Schedule below.

### **RENTAL GUARANTEE**

A rental guarantee may be required for any individual tenant who is unable to provide a satisfactory income and or landlords reference or has been employed with current employer for less than six months, or who's circumstances warrant extra protection for the landlord. A fee will be charged per annum to cover the costs incurred in this case, for as long as necessary or the duration of the tenancy - see Fee Schedule below. Please note should a tenant fail a credit check a rental guarantee will not be possible

### **EXPRESS CHECK IN SERVICE**

Should you wish to move into a property, within 5 working days from the date that a reservation fee is paid, then this may be possible, subject to availability, by way of an express check in. In order to cover the additional administration costs in facilitating such a request, a reasonable fee will be payable to Black & White Property Services at the time of reserving the property - see Fee Schedule below. Please note that Bank Holidays & Weekends are not deemed to be a working day.

### **UTILITIES**

Where we are Managing Agents we will contact all utility companies to inform them that the account names need to be changed. Meter readings will be taken and given at this point. However, it is advisable for you to confirm this directly with all utility companies, as it is the tenants responsibility to ensure all accounts are set up correctly.

During your tenancy you will be responsible for the cost of any applicable gas, electricity, water, telephone, council tax, and the television licence unless otherwise stated.

If you wish the telephone to be connected, we would advise that you contact the relevant supplier at least three working days in advance of your tenancy start dates. Any reconnection fees are the tenants' responsibility.

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## **INVENTORY**

At the start of the tenancy, where Black & White Property Services act as managing agents or where the Landlord has instructed us to; we will arrange for a inventory and schedule of condition to be prepared by an independent inventory clerk.

You should check carefully the condition of the property and its contents when you move in with respect to the inventory. The inventory is an important record which is used to assess any damage or dilapidations over and above fair wear and tear during the tenancy - which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within THREE days of moving-in so that the problem can be put right or marked on the inventory as applicable.

## **CHECK IN**

On the start date of your tenancy, where Black & White Property Services act as managing agents or where the Landlord has instructed us to; we will arrange an check-in appointment with you, which will involve meeting you at the property to hand over the keys and inventory to you as well showing you the essential functions in the house, taking any relevant meter readings, and making sure any issues are quickly resolved, giving you peace of mind that you can concentrate on enjoying your new home, a charge for this appointment is payable by the Tenant, unless otherwise stated - see Fee Schedule below.

Upon receipt of the inventory you will be allowed 7 days in which to check the document fully and return it to Black & White Property Services, signed and with any corrections/amendments, if applicable. Should we not receive a signed inventory back from you within the required 7 days, it will be deemed as accepted and the original document will be used for the purpose of the check out at the end of your tenancy.

## **CHECK OUT**

At the end of the Tenancy, a check-out process will take place, which will be arranged by the Landlord or Black & White Property Services, which will be paid for by the Landlord, unless otherwise stated. The check-out process will comprise a full inspection of the Property and Contents against the check-in inventory and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded. If the Tenant or a chosen representative cannot attend the check-out, then the Tenant may prejudice his opportunity to dispute or explain any deficiencies or defects discovered at checkout or take any immediate remedial action, therefore we strongly recommend that at least one tenant or representative is present at the check-out.

## **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 will never divulge or pass on your details to any third party organisations for marketing purposes, without your express permission.

Where there are rent arrears 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.

## **COPY DOCUMENTS**

Should you require any copies of documents that have already been provided to you, at anytime during your tenancy, you can request copy documents from Black & White Property Services, a reasonable administration fee is payable upon request of the documents - see Fee Schedule below

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## **METHOD OF PAYMENT**

Within 7 days of notification of satisfactory references, The Tenancy Deposit is to be paid either by Debit card or Bank Transfer, please note that debit card payments will incur transaction charges by the provider. **Transferwise. WE WILL NOT ACCEPT PERSONAL CHEQUES OR CREDIT CARD PAYMENTS UNDER ANY CIRCUMSTANCES OR CASH** except by prior arrangement. The Balance funds will become due 48 hours prior to the commencement date of the tenancy. We regret that we do not accept personal cheques or cash in payment for rent, and should the full balance not be received in time, Black & White Property Services reserves the right to delay your tenancy start date and the Landlord may choose not to proceed with the tenancy.

## **RENTAL PAYMENTS**

During the course of the tenancy rent is payable by standing order, or debit card with prior arrangement. Delayed or returned rent payments causes considerable extra administration and further delays in payments to the Landlord. We therefore advise tenants to set up their standing order with adequate time for it to reach our account by the rental due date each month and ensure their account is furnished with sufficient funds. A reasonable administrative charge will be made if rent is not received by the due date or is returned for any reason - see Fee Schedule below.

**At the end of the tenancy, it is the responsibility of the tenants to cancel a standing order mandate, Black & White Property Services are unable to cancel this on your behalf. Should the mandate not be cancelled, and the bank continues to pay the rent, Black & White Property Services will make a reasonable administration charge, for returning over paid rent - see Fee Schedule below.**

## **TENANCY DEPOSIT**

A tenancy deposit is payable to either by **Black & White Property Services** (if the property is to be managed by ourselves) or the Landlord against dilapidations to the property or its contents, loss of rent or other unexpected costs. This deposit, if the property is managed by us, or where the landlord has instructed us to do so, will be held and protected by: **The Dispute Service (TDS)**. Details of the scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is usually equivalent to one and a half's month's rent, in some circumstances it may be higher and is returnable at the expiration of the tenancy, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required following the tenancy, then the deposit would be refunded, less any remedial costs, upon written agreement by all parties. This deposit **CANNOT** be used for payment of rent either during or at the termination of the tenancy.

## **ANIMALS/PETS**

**Black & White Property Services must be informed prior to the time of making an application if you have any pets. If your application is accepted by the Landlord, additional terms will be added into the tenancy agreement including the provision of an additional 0.5 months rent, to be held as deposit.**

Should you subsequently request to keep a pet at the property once a tenancy has commenced, then provided your landlord is in agreement, Black & White Property Services will draw up the necessary addendum to the tenancy agreement, a reasonable administration charge will be payable to Black & White Property Services at this time, in addition to the provision of an additional 0.5 months rent, to be held as deposit - see Fee Schedule below.

## **TAXATION ON RENTAL PROPERTIES**

**Please note that if your landlord lives abroad and you pay your rent directly to your landlord, then you may have to deduct tax from the rent that you pay. If you do not deduct tax when you should you may have to pay the tax yourself. For more information visit [www.hmrc.gov.uk](http://www.hmrc.gov.uk)**

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### **FROST DAMAGE**

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting), and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact Black & White Property Services or the Landlord regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation to occupy the property in a 'tenant-like' manner.

### **INSURANCE**

Your Landlord will not be responsible for insuring any of your possessions during your tenancy, and therefore we strongly recommend that you have sufficient cover in place for the start of your tenancy. As tenant(s), you will be responsible for the safe-keeping of the property and its contents and unless otherwise advised, you will be responsible for insuring all contents of the property against accidental damage and the safekeeping of your own valuables and effects.

### **REPAIRS**

Where Black & White Property Services manage the property, Tenants are requested to bring any disrepair, damage or defect in the premises to our attention as soon as possible. In the event of emergency repairs, out of working hours, you will be provided with emergency cover contact details at the start of your tenancy, these details will also be available by calling our office: 0118 9189 211 outside of office hours.

Where Black & White Property Services are not managing the property, Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the Landlord as soon as possible.

### **KEYS**

At the start of your tenancy you will be provided with one set of main access keys per tenant, and a minimum of one key for all other locks in the property, if at anytime any keys should be lost, stolen or damaged you must inform Black & White Property Services or your Landlord immediately, and you may be required to pay for replacement keys or locks.

All locks where keys have been provided, should be kept locked and secure at all times when the property is unoccupied, and we strongly advise that this practice is also adopted at anytime where access could be gained to the property if not secure, i.e whilst asleep or outside. Any insurance claims relating to theft or criminal damage may be invalidated if the above actions are found not to have been taken.

Should you become locked out of a property for which Black & White Property Services are holding a set of keys for, it may be possible for a spare set of keys to be borrowed to regain access to the property, this will be subject to availability. Charges will be payable if required outside of normal office hours, see Fee Schedule below.

### **MAINTENANCE OF THE PROPERTY & APPLIANCES**

Any maintenance problems should be reported as soon as possible to Black & White Property Services or the Landlord. As tenant(s) you are responsible for the care of all items left in the property and should treat them in a tenant-like manner and carry out all recommended routine care instructions to keep them in good working order. Tenant(s) may become liable for any reasonable costs incurred by a Landlord for repairs to any part of the property or its contents, where it has deemed the repair necessary due to wilful damage, improper use or care by the tenant(s).

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## **SMOKE DETECTORS**

You may find that smoke detectors and similar safety devices have been fitted in your property. Where this is the case, please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to your agent. Thereafter, you should check the devices at regular intervals and you will be responsible for replacement of any batteries where necessary.

## **ALARMS**

Where the property is alarmed using a security code, the tenant must not change the alarm code without obtaining prior written consent from the Landlord or Black & White Property Services. Black & White Property Services need to hold alarm and similar security information for emergency, maintenance and property visit purposes; if any alteration is made to the code, you are requested to inform Black & White Property Services as soon as possible. Failure to comply may result in a tenant(s) being liable for reasonable costs incurred by the Landlord or Black & White Property Services in having the system reset.

## **TELEVISION AERIALS**

The tenant is responsible for the repair and maintenance of any television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use any form of television services (live, recorded or catch up) at the property. The tenant is responsible for this cost.

## **DAMP AND CONDENSATION**

Damp can be a problem in houses where there are many occupants and the property is not adequately ventilated. You should ensure that any extractor fans are left connected and are properly used. It is also important to open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturers instructions, but do test on a small area first. If the problem persists, then you should inform us. Failure to adequately ventilate a property or remedy any signs of condensation mould or staining at the earliest opportunity may result in a tenant(s) being liable for any reasonable costs incurred by the Landlord for rectifying any damage.

## **LEGIONNAIRES DISEASE**

whilst all reasonable precautions are taken by your Landlord to protect against Legionnaires Disease we advise you to comply with the following guidance:

- Run showers prior to using them if they have not been in use for a period of 7 days or more
- Run all hot and cold water taps in the property for a short time, prior to using the water for drinking purposes, if they have not been in use for a period of 7 days or more.

Special care should be taken to protect young children, elderly and infirm visitors to the premises.

Further details are available regarding Legionnaires Disease are available at [www.hse.gov.uk/legionnaires](http://www.hse.gov.uk/legionnaires)

## **CHANGE OF OCCUPANTS**

Provided the Landlord grants permission and subject to satisfactory referencing where necessary, a current or forthcoming tenancy can be amended to allow additional occupants to be added, or for a change of tenant. A reasonable charge for administration of such a change will be payable to Black & White Property Services - see Fee Schedule below.

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## **ZERO TOLERANCE POLICY**

Any aggressive, abusive or threatening behaviour towards Black & White Property Services employees, agents or sub-contractors will not be tolerated.

## **PESTS**

Fortunately, with modern building and repair standards, we expect few tenants to be troubled by household pests during their tenancy. An infestation of any kind, be it ants, fungal attack, bedbugs, fleas or wasps makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestation taking hold, and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the tenant is responsible for keeping the property free of any pests, and also for any damage that might occur as a result. You should inform Black & White Property Services if you discover any pest infestation at the property.

## **GAS APPLIANCES**

Gas Safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to Black & White Property Services AND your gas supplier. The number of the gas emergency service is 0800 111 999.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. An administration charge may be made for any pre-arranged property visits or maintenance appointments where access is denied upon arrival at the property - see Fee Schedule below

## **ELECTRICAL APPLIANCES**

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact Black & White Property Services as soon as possible should any defect be discovered or repair become necessary. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in electrical appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

## **PROPERTY VISITS**

If Black & White Property Services are managing the property, then periodic scheduled visits will be carried within any 12 month period. You will be informed, normally no less than 1 week in advance, prior to these visits. An administration charge may be made for any pre-arranged property visits or maintenance appointments where access is denied upon arrival at the property- see Fee Schedule below.

## **RENEWAL OF TENANCY**

As standard when your first fixed term tenancy is coming to an end, provided that neither party has given notice to quit the tenancy, or requested another fixed term or variation in the tenancy terms, then it will automatically be renewed under a statutory periodic tenancy, meaning that the contract will continue indefinitely, until such time as either party furnishes the other with the appropriate written notice to quit the tenancy.

If a new fixed term tenancy or variation to the terms of the tenancy are requested, provided that both parties are willing and subject to terms being agreed, the tenancy may be renewed for another fixed term. A charge will be made for the negotiation and drawing up of the renewal documentation - see Fee Schedule below.

Should your original contract have been agreed on special conditions, due to you being unable to pass standard referencing, these terms will still apply for any subsequent renewal. Should you wish for those special conditions to be removed, this can be done subject to a change in your circumstances, which will enable you to be re-referenced satisfactorily, there will be charges for re-referencing in addition to the standard renewal charge - see Fee Schedule below.



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## **TERMINATION OF YOUR TENANCY**

**Should you or your Landlord wish to terminate your tenancy, this must be done in accordance with the terms laid out in your tenancy agreement and must be done writing.**

Near the end of your tenancy you will be contacted to arrange an appointment for the check out. At the check out appointment the property must be in the same condition as detailed in the inventory provided at the start of your tenancy, the only allowances will be for fair wear and tear and/or changes by the Landlord. Should the above not take place and it be necessary for any cleaning and/or repairs to take place in order to return the property to it's inventoried condition, then an application for these charges to be deducted from your deposit will be made.

Black & White Property Services will issue an End of Tenancy pack to you towards the end of your tenancy, this pack will contain useful guidance notes in order to assist you in ending your tenancy successfully, you will also be required to complete an end of tenancy information sheet, asking for details including a forwarding address for all tenants, details of services at the property and details regarding your deposit return. Failure to return the completed form may result in a delay in returning the deposit to you. The forwarding address provided will also be passed to the utility suppliers and local authority so that they can send the final accounts for the property.

Your forwarding address will not be used by Black & White Property Services or any new occupants in order to forward mail received at the property after the end of your tenancy, so please ensure that you have informed all relevant parties of your change of address.

## **REQUEST FOR EARLY TERMINATION OF YOUR TENANCY**

The tenancy agreement is a legal and binding contract for the set term that you will have previously agreed and signed for. However, if due to unforeseen circumstances, you need to leave the property before the expiration of the tenancy subject to the Landlord's written agreement, we would be willing, under your written instructions to re-advertise the property for re-let. The costs incurred in arranging the re-letting would be borne by you, and you will remain responsible for the rent and property in it's entirety until the property is re-let, see Fee Schedule below, all fees relating to early termination will be payable at the point of agreement to re-advertise, and the property will not be re-advertised until such point as all related fees have been received.

Should it not be possible to re-let the property immediately, you would be responsible for all applicable rental, council tax, gas, electricity and telephone payments until the new tenants have taken up occupation of the property or until the original termination date of the agreement, whichever is sooner. If you fail to vacate the property on the date requested or agreed, or fail to meet the obligations of the letting agreement, then we reserve the right to make a reasonable charge to cover legal fees, losses and other costs to the landlord, agent or other parties.

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## FEE SCHEDULE

Please note all fees listed below are inclusive of VAT at the current prevailing rate.

### Compulsory Charges

Reservation inc. referencing 1 Adult	£270.00
Reservation inc. referencing 2 Adults	£360.00
Reservation inc. referencing 3 Adults	£450.00
Reservation inc. referencing 4 Adults	£540.00
Reservation Company Let inc referencing	£500.00

*This fee is for credit referencing charges, obtaining an income & landlord reference where applicable, carrying out identity & right to rent checks, and a share of costs for negotiation of terms, preparing the tenancy agreement, collecting & administering rent & deposit payments, protecting the deposit with TDS, pre-tenancy property checks, preparation of property folder, welcome pack & utility transfer management at the start & end of the tenancy.*

Check in appointment (Room)	£ 50.00
Check in appointment (Studio - 3 Bedroom Properties)	£ 60.00
Check in appointment (4+ Bedroom Properties)	£100.00

*This fee is for preparation of the check in documentation, meeting at the property on the start date of the tenancy and walking through the property demonstrating the operation & working order of the main elements inc heating, hot water, appliances, safety alarms and any other essential information for the tenants, taking meter readings & answer any tenant queries*

### Ad-Hoc & or Exceptional Charges

Re-referencing per person	£ 30.00
Rental Guarantee per annum (price is dependent on rental value)	£150.00 min charge
Cancelled pre-arranged visits (less than 24 hrs notice)	£ 15.00
Access denied on pre-arranged visit	£ 25.00
Copy documents	£ 5.00 per document
Out of hours keys (if tenant meets at office)	From £ 50.00
Out of hours keys (if keys need to be delivered)	From £ 75.00
Returned standing order administration	£ 30.00
Late rental payment	£ 30.00
Overpaid rent return	£ 30.00
Addendum to Tenancy Agreement during tenancy	£ 72.00
Change of Occupant	£120.00
Early Termination	£270.00 - £500.00

### Additional Services

Tenant pre-qualification, per adult	£ 15.00
Rental Guarantee per annum on rents from £0 - £999pcm	£150.00
Rental Guarantee per annum on rents from £1000 - £1499pcm	£220.00
Rental Guarantee per annum on rents from £1500 - £1999pcm	£280.00
Rental Guarantee per annum on rents over £2000pcm	£500.00
Express Check In Service	£150.00