

**PROSPECTIVE TENANTS – WINTER LET/LONG TERM
TERMS & CONDITIONS**

- 1) Bournecoast Ltd. disclaim any warranties relating to the images provided in the **360 virtual tours and photos**. The tours and photos are shown as a general guide to the appearance of the accommodation offered and we make no guarantees regarding the accuracy of the images. If you have chosen your property to rent using these images and have not visited the property any specific questions you have regarding the accommodation should be made prior to signing this tenancy application form.
- 2) **Holding Fees** are £50.00 including VAT per property for properties with monthly rents up to £650.00, £100.00 including VAT per property for properties with monthly rents between £651.00 and £999.00 or £150.00 including VAT per property for properties with monthly rents of £1000 and over. This must be settled at the time of applying for a Tenancy. The Holding Fee will become part of your refundable Damage Deposit upon commencement of the Tenancy. If the Tenancy does not go ahead then the Holding Fee will be repaid within 7 days of the 15 day deadline being reached or the landlord backing out or the planned start date of the Tenancy (whichever is earlier). Should any Applicant, provide unsatisfactory references, provide false or misleading information, or the Landlord or Agent tries their best to get the information needed but any Applicant fails to provide it within 15 days, or are unable to provide a suitable guarantor or any Applicant withdraws their application, Bournecoast Letting Agents will not return the full Holding Fee to the Applicant. If a Holding Fee or Deposit has been paid, Bournecoast Letting Agents will hold back from any refund a reasonable sum to cover the costs incurred to the Landlord.
- 3) A **Holding Fee** placed on a property does not imply a Tenancy and is subject to contract. A Tenancy can only commence when all references are received, are to a satisfactory standard and we have received the landlord's approval. When a Tenancy has been verified the refundable damage deposit is to be paid in full in CLEARED funds prior to the move in date along with ONE FULL month's rent in advance. A Holding Fee will be held for a maximum of 15 days pending the landlord approval of the tenancy application, or until the start of the Tenancy. If the start date of the Tenancy is more than 15 days from the date the Holding Fee is paid, the Holding Fee will be held until the start of the Tenancy, at which point the Holding Fee will be refunded and will then automatically become part of the refundable Damage Deposit due.
- 4) **RIGHT TO RENT Checks:** Please note should you be unable to provide sufficient proof of your Right to Rent in the UK, we will be unable to proceed with your application, and any Holding Fee paid will be non-refundable.
- 5) Should the Applicant be deemed financially weak i.e.: Housing Benefit Claimant, a Student, someone not in permanent, full time employment or on a low income, a **Financial Guarantor** will be required. This financial guarantor must be in full time employment, earning a sufficient salary to cover rental payments should they be required to. A Guarantor must not have any County Court Judgments or Bankruptcy Orders against them and must be a UK home owner. Should a Guarantor be required, further referencing will be required (e.g. for further credit searches, employment references and legal documentation/contracts). Please note all Guarantor applications are subject to status.
- 6) **Rental** must be settled on the date it is due in cleared funds, we do not issue demands for rent. Please note that your FIRST months rent must be cleared before keys will be handed over (cheques require 7 days to clear). Should your rental become late, and/or any other money payable under this Agreement remaining unpaid after the same becomes payable the tenant will pay interest at the rate of 3% over the Bank of England's base rate (such interest to be calculated upon a daily basis) on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds, once payment is 14 days or more overdue. Should your rental become 14 days late a Notice for Non-payment of Rent and Possession will be served on you. Bournecoast will not accept post dated cheques under any circumstances. If cheques are referred to payer or dishonoured the tenant or applicant will pay the cost of any bank or other charges incurred by the Landlord or his Agent. This includes interest and overdraft charges.
- 7) As you are aware a **check-in Inventory** is carried out prior to the commencement of a Tenancy. We endeavour to supply you with a copy of your Inventory report at the start of your tenancy, however once received, you will have 5 working days after receipt of the inventory to report any items of discrepancy, sign the inventory document and return a signed copy to the Bournecoast office. After this time, inventories will be deemed to be accurate.
- 8) It is your responsibility to cancel your **standing order** at the end of your tenancy. Should payment be received by Bournecoast Letting Agents after you have vacated the property, your overpayment will be refunded with your Damage Deposit.
- 9) Our preferred **insurance partner**, Property Risks, can offer you specialist Tenants Contents Insurance, as this is not provided by the Landlord and must be taken independently for your own possessions. Please tick the box below if you would like your contact details passed onto Property Risk Insurers:
 Yes, please can you send my contact details to Property Risk Insurers so they can contact me direct with information of Insurances offered.
- 10) Under the Housing Act 2004, the Government has introduced a mandatory, universal **Tenancy Deposit Scheme** which will apply to all Assured Shorthold Tenancies (AST's) from 6th April 2007 in England and Wales where a deposit is taken. If your tenancy meets these requirements Bournecoast will register your deposit within 14 days of the commencement date of the tenancy with The Dispute Service (TDS) (www.tenancydepositscheme.com) or forward your deposit to the landlord for them to register direct with a scheme of their choice.
- 11) Your **deposits** will be returned to the addresses provided on your end of tenancy return form within 20 working days of vacating the property, providing the property was left as you found it and all outstanding bills have been paid. Your final account will not be processed if there are any outstanding rents, utilities or other bills. Bournecoast hold the deposit as a Stakeholder for the Landlord and any interest on the deposit held is not payable to the tenant.
- 12) Please be advised that it is the tenant's responsibility to ensure all **utility bills** for the property are being received. If they are not received within two months of the start of the tenancy, please advise Bournecoast or your Landlord.
- 13) Failure to return all **key sets** issued by midnight on the vacation date will result in a daily late key return penalty equivalent to one day's rental per day being charged for every day the keys are late.
- 14) If you request **early release** from a fixed term contract or **change or removal of a tenant** during a tenancy in writing, and it is approved by the landlord, a Release Fee or Change of Tenant Fee equivalent to the landlord costs (amount set on application of early release) plus £50.00 including VAT Administration Release Fee will be payable before the early release or change or removal of a tenant is authorised.
- 15) If you apply for a landlord reference for rental accommodation these are available at a cost of £20.00 including VAT and this must be paid in advance.
- 16) If you **default** on your Tenancy obligations this information may be released to authorise debt recovery agencies and/or to utility companies and could affect any future applications you make for Tenancies, credit and insurance.

As a family run company since 1960 we are open and transparent about any fees you may need to pay during your tenancy. These are detailed below for you, if you require any further information please do not hesitate to contact us.

RELEVANT LETTING FEES AND TENANT PROTECTION INFORMATION - As well as paying the rent, you may also be required to make the following permitted payments.

PERMITTED PAYMENTS:

Before the tenancy starts (payable to Bournecoast Ltd - the Agent)

Holding Deposit: maximum of 1 weeks rent - Deposit: maximum of 5 weeks rent

During the tenancy (payable to the Agent)

Payment of up to £50.00 (inc VAT) if you want to change the tenancy agreement - Payment of interest for the late payment of rent at a rate of 3% over the Bank of England's base rate - Payment for the reasonably incurred costs for the loss of keys/security devices - Payment of any unpaid rent or other reasonable costs associated with your early termination of the tenancy

During the tenancy (payable to the provider) if permitted and applicable

Utilities (gas, electricity, water) - Communications (telephone and broadband) - Installation of cable/satellite - Subscription to cable/satellite supplier - Television licence - Council Tax

Other permitted payments

Any other permitted payments, not included above, under the relevant legislation including contractual damages.

TENANT PROTECTION

Bournecoast Property Agents is a member of the safeagent Client Money Protection Scheme, and also a member of The Property Ombudsman which is a redress scheme. You can find out more details on the Bournecoast website or by contacting Bournecoast Ltd directly.