

# **Tenant Terms & Conditions**

## **Bassets Tenant Fee Information**

Copies of the 'How to Rent Guide' are available at our office. Alternatively to view the guide online visit www.gov.uk/government/uploads/system/uploads/attachment\_data/file/723773/How\_to\_Rent\_Jul18.pdf

Pre- Tenancy Tenant Fees (All fees include VAT)	
Non-refundable Application Fee (Partly paid to the Landlord if your application is unsuccessful)	£250
Administration Referencing Fee (Private Let)	£150 per Tenant
Administration Referencing Fee (Company Let)	£300 per Let
Guarantor Fee (if required)	£80 per Guarantor
Damage Bond Deposit	
<ul> <li>Standard Property Let</li> <li>Student Let</li> <li>Room/Garage/Bedsit</li> </ul>	One and a half month's rent Two month's rent One month's rent plus £250
Tenancy Tenant Fees (All fees include VAT)	
Tenancy processing fee	£250
Late Payment of Rent or NOT by Standing Order	£50 per payment
Interest on Late Payment of Rent/Charges	£24 per payment
Returned Payment Fee (e.g. Bounced cheque)	£24 per payment
Post Forwarding Charge	£60
Move In/Out Appointments Outside Normal Hours	£36
Missed Appointments	
<ul> <li>Bassets (e.g. Check Out, Inspections)</li> <li>Contractors (e.g. Where access via tenant was agreed)</li> </ul>	£60 Relevant call out charge made by the contractor
Bassets Out of Hours Call Out (e.g. For spare keys)	£60
Tenancy Renewal/Extension Fee	£60
Arranging Post Tenancy Works (e.g. To cover the costs of arranging post tenancy works that the tenant is responsible for i.e. carpet cleaning, general cleaning etc.)	Up to £100

### **Payment of Move In Monies**

The balance due on the schedule move in date must be paid by banker's draft, cash paid directly into our account, cheque, BACS or debit card. If paying by cheque, BACS or debit card you will need to make the payment at least 5 working days before the move in date to allow for funds to clear.

Bassets bank details:

Bank Name:	Natwest PLC
Account Name:	Bassets Property Services Ltd
Account Number:	47079959
Sort Code:	54-41-19

*Please quote either your full name or address of the property if you are making a payment via BACS.* 

# Terms & Conditions for Prospective Tenants (Subject to Contract)

Below are the terms and conditions applicable when renting a property through Bassets Property Services Ltd.

Please read them carefully and sign the declaration at the end of this section. Please return this completed form along with any required photographic identification. **Please note that all applications are accepted only on a strict subject to contract basis.** Please note all monetary references include VAT.

Registering Your Interest in a Property, Fees and Referencing

1. By paying an Application Fee of £250 you have registered your interest in renting the property. This fee is paid prior to any formal Landlord acceptance and is subject to contract. The Landlord will make a formal decision based on the information contained within this application and prior to formal referencing commencing. If the Landlord rejects your application all fees paid up to this point will be refunded. If your application is successful then the £250 Application Fee is non-refundable\*.

The completed application form will constitute your offer to rent the property. If the Landlord accepts this offer (subject to contract and referencing), you are required to pay an **Administration Reference Fee of £150 per Tenant** to cover the costs of your references and the preparation of the legal documents. Once you move into the property the £250 non-refundable Application Fee will be used to cover the cost of your Deposit Registration Fee, Check Out Fee and any future reference request. Bassets will do their best to ensure that the property will not be let to other tenants until the referencing process has been completed and the result of your application is known. **The completed reference application form, Administration Reference Fee and photographic ID must be received within 5 days of paying the £250 Application Fee,** otherwise you may lose the property and any fees paid.

- 2. Tenants are only able to move into the property when all fees have been paid and confirmation regarding the tenants' acceptability has been confirmed by the Landlord. This applies even if satisfactory references have been received. Prior to the date of move in, the Damage Bond Deposit (see clause 9) must be paid in **cleared funds by banker's draft, debit card payment or by BACS**. We urge that whenever possible, all fees and the Damage Bond Deposit are paid by BACS in advance.
- 3. Once the Administration Fee is received and reference information has been completed by all adults (those over 18) who wish to take up residence in the property (and are thus likely to be parties to the eventual tenancy agreement), Bassets will apply for your references using a professional, independent referencing company which is fully registered and compliant with all relevant legislation including The Consumer Credit Act 1974 and GDPR, with the results normally taking 3 to 5 working days to be returned. They will include a formal credit check, employer/account reference and Landlord reference as appropriate. Please note a further **£80** will be charged **for each guarantor** who needs to be referenced in addition to the proposed first named tenant, this fee being in addition to that quoted in clause 1.

As part of this process, Bassets are required to check that ALL tenants comply with the Government Right to Rent guidelines. Accordingly you will be asked to provide proof of your right to rent. In most cases a passport will suffice, however if you're a non UK, EU or Swiss National (all of whom have an unlimited right to rent) you may need to provide further details to confirm your right to reside in the UK. Please ask Bassets for further information.

- 4. Bassets reserve the right, without explanation and at any time, to refuse you a tenancy for one or all of their properties. Bassets' decision will be final and binding, and because of the requirements of the GDPR they cannot enter into any discussions or explanations on any such decision. Your Application Fee and Administration Fee will be refunded to you by BACS within five working days of cleared funds being received (subject to bank details being provided) of any such decision. The following circumstances apply:
  - i. If you decide not to proceed with the tenancy before references have been applied for and/or the tenancy agreements have not been drawn up, your Application Fee will not be refunded.

- ii.i If the Landlord chooses not to proceed, your Application Fee will be refunded to you in full.
- ii. If your referencing application is declined there will be no refund of monies paid either in terms of Application Fee or Administration Fee. Please note that this applies to any guarantor references and also applies even if it transpires that the applicant had no prior knowledge of any information that may adversely affect their application.
- iv. If you decide not to proceed with the tenancy after references have been applied for and/or the tenancy agreement has been drawn up, there will be no refund of any fees paid either in terms of Application Fee or Administration Fees.
- 5. Bassets will contact you to agree a formal moving in/tenancy start date once referencing has been completed successfully. At this point a third party will contact you to handle the utilities for your move in day.
- 6. Bassets Lettings use a third party to act on behalf of the tenant and Landlord to notify the local council, water supplier(s) and energy provider(s) in line with your tenancy start date and secondly to supply notifications to the local council, water supplier(s) and energy providers(s) from the date that you vacate the property. This company will only use your information for the purpose of council and utility registration, closing of council and utility accounts and energy/media comparisons upon your arrival. Information will only be provided to other service providers based on your express permission given to one of the service concierge managers. This company is fully compliant with the General Data Protection Regulation (GDPR).

### If you decide not to use these services, you are responsible for contacting your local council, water supplier(s) and energy provider(s) to do a change of tenancy notification and set up payment.

- 7. All fees and payments due to Bassets (rent and Damage Bond Deposit currently exempted) will carry VAT at the rate applicable on the date they are raised.
- 8. Any repayment of any Application Fee, Administration Fees, Damage Bond Deposit or any other monies at any time by Bassets will always be made by BACS. If any fees were originally paid by cheque, they will not be returned until they have been fully cleared by Bassets' bank.

### Damage Bond Deposit

- 9. When you move into the property you will need to pay the long term Damage Bond Deposit which is held by Bassets as the stakeholder and registered with the Tenancy Deposit Scheme (TDS) for the duration of the tenancy. At the end of the tenancy the Deposit may be used to offset any damage or other costs (beyond fair wear and tear). The Damage Bond Deposit is one and a half months' rent and must be paid prior to the date of move in, in cleared funds by banker's draft, debit card payment or by BACS.
- 10. You may not, at any time, use the Damage Bond Deposit in respect of rent arrears owed to the Landlord and/or any outstanding fees due to Bassets (as set out in the tenancy agreement). Payment of rent from the Damage Bond Deposit shall not, under any circumstances, be construed as discharging your liability to pay the rent due under the terms of the tenancy agreement.
- 11. Where a Landlord agrees that a pet is acceptable at the property an additional Damage Bond Deposit of £250 will be payable. Any net amount returnable from this additional security bond may not be returned for up to 6 weeks after vacating (due to incubation and flea infestation).

### **Moving In**

12. Unless otherwise agreed and confirmed by Bassets in writing before the tenancy commences, tenants are liable for all payments in respect of gas, electricity, water, sewerage, cable services and any other utilities and supplies to the property, including all telephone charges. Additionally, by law, tenants must register for Council Tax.

- 13. The move-in appointment will take place at Bassets Lettings Office (27 Castle Street, Salisbury). These appointments can only take place Monday to Friday between 12.00pm and 5.00pm and Saturdays between 9.30am and 1pm. If arrangements have to be made at the request of the tenant for an appointment outside of these times, then Bassets will try to accommodate such request but an additional fee of £36 may be charged and payable to Bassets on the day of the move-in.
- 14. Upon move in, the original Application Fee of £250 will cover the costs of moving you in, dealing with the various utility companies and local authorities, registering the Damage Bond Deposit with the Tenancy Deposit Scheme.

Please note that to avoid embarrassment and incurring additional costs, **under no circumstances will** 15. **tenants be moved into a property unless and until:** 

- All necessary fees and payments have been made in full and by way of **cleared** funds.
- i.

All tenants and guarantors have signed the necessary legal documentation **before** the legal commencement ii. of the tenancy i.e. taking up authorised occupancy.

In the case of a Housing Benefit applicant (see additional clauses 29 - 33), we are satisfied that all necessary iii. application forms needed by the Housing Benefit Office have been completed by the applicants and submitted to the Benefit Office and the letter giving authority to Bassets to speak to the Housing Benefit Office as Agent for the Landlord is signed.

Tenants are advised that although BT points, TV aerial or cable points may be present, there is no guarantee 16. they are live and it is the tenants' responsibility to make these active if attention is needed.

Tenancy agreements will be drawn up for a period of time agreed with you, though the initial term will
usually be 6 months. Provided the tenancy has been conducted satisfactorily and if your Landlord is prepared to renew your tenancy at the end of the initial fixed period you may be offered a Renewal Tenancy. If so, you will be asked to complete a new tenancy agreement and any other necessary formal papers.

If a renewal is offered at the end of the fixed term (or earlier by mutual agreement), Bassets will discuss this
with you and a letter will then be sent advising you of your Landlord's instructions. All tenants must sign and return one copy of the letter and at the same time forward a payment in respect of the fee which will be quoted to you (currently £60). This process will be repeated every time a new tenancy agreement is offered to you. If you decide to remain in the property on a periodic (rolling) tenancy after the first initial fixed period, then your original tenancy terms will apply with no additional fees to pay.

If for any reason you vacate your property before the fixed term end date, whether with or without your Landlord's
consent, you will be liable for the rental payments to the end of the fixed term. You will also be liable for any expenses incurred by Bassets as a result of the property needing to be re-let prematurely (currently £120).

Rental payment dates will always be the date on which the tenancy commenced (as stated on your tenancy agreement) and this is payable monthly in advance (where the property is managed by Bassets
20. rather than by the Landlord). Tenants are expected to make the necessary arrangements to ensure that rents can always be paid monthly on the commencement date of the tenancy. Rents must always be paid by standing order and a form for this purpose will be issued to you at the move-in appointment. This standing order form must be completed and either taken to your bank or set up by you (through online banking) for the appropriate rental payment each month. If rent is paid late to Bassets or paid in any manner other than by standing order, an additional Administration Fee of £50 per payment will be payable.

### **Moving Out**

- 21. Any outstanding fees or rentals will be deducted from the Damage Bond Deposit before it is returned to you. If the Damage Bond Deposit is insufficient to cover such charges the tenants will remain personally liable to Bassets for any such outstanding monies.
- 22. At the end of your tenancy, as referred to in clauses 21, a checkout appointment will be booked (normally the next

working day after your tenancy ends). All keys must be returned to Bassets Lettings Office (27 Castle Street, Salisbury) before 5pm on the last day of your tenancy. The full rent will continue to be payable either until Bassets receive all keys or expiration of your tenancy, whichever event occurs later.

- 23. Providing all matters are in order, and any deductions are agreed and covered by the Damage Bond Deposit held, you can normally expect the return of the net balance due from the original Damage Bond Deposit within approximately 21 days of the date of which you vacated the property subject to the provisions of clause 23. If any works need to be commissioned by Bassets post checkout, which should be the responsibility of the tenant (as referred to in the tenancy agreement), then an Administration Fee of up to £100 inclusive of VAT may be charged to arrange such works.
- As referred to above, the Damage Bond Deposit will always be returned by BACS and will be sent to the ex- tenant's bank as detailed on the leaving information form which must be completed and returned with the keys (see clause 23). Damage Bond Deposits cannot be returned unless this form is returned. Failure to return the form will delay any payment.

#### Insurance

25. I confirm that I have been offered and advised on the provisions of a Tenant Contents policy and that if I have not taken out such a policy it is only because I already have adequate cover in place and have been advised by my existing insurer that it is not prejudiced in any way by me now renting a property as tenants. I therefore accept full responsibility for any future public liability claim made against me and which for any reason may not be fully met by my existing insurer.

#### Tenant liability insurance\*\*\*

We strongly recommend that Tenant/s take our appropriate Tenants Liability insurance to protect the Tenant's liability in respect of accidental damage caused to the Landlords furniture, fixtures and fittings at the property as described in the attached inventory, under the terms of the Assured Shorthold Tenancy.

#### \*\*\*We will require confirmation of an appropriate policy being in place prior to any move in.

#### Guarantors

26. You may be required to provide a guarantor who can stand surety in case of any breach of the tenancy agreement, before your suitability for any property can be fully determined. Bassets will provide you with a guarantor application form for your guarantor to complete and have witnessed together with a covering letter, which will explain their commitments. An additional Administration Fee of **£80** is payable for the referencing of any guarantor. You should, wherever possible, submit the completed guarantor application form to Bassets at the same time as your own application form. If you do not, and the guarantor has not been fully referenced by your proposed moving in date, then unfortunately your tenancy commencement will have to be delayed.

# Different in so many ways

www.bassets.co.uk

**Bassets Lettings** 

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