

## Tenants - Terms and Conditions

### **(A) Tenancy Application**

1. All persons aged eighteen years or above are required to provide personal information and contact details in order for Oliver Haggard Ltd to conduct referencing and draw up applicable paperwork in relation to their application.
2. All prospective tenant(s) and guarantors may be required to provide references, which shall be verified by Oliver Haggard Ltd on the landlord's behalf. Referencing sources include, but are not limited to, a bank statement; credit reference; employer's reference; previous landlord reference; and accountant's reference. Photo identification in the form of a passport or EU driving licence will also be required.
3. As indication of your serious intentions to proceed, a holding deposit must be paid. The total holding deposit sum will be deducted from your security deposit should your tenancy application be successful. In circumstances where the landlord decides not to proceed with your application at his/her discretion, Oliver Haggard Ltd will return your holding deposit with no deductions.
4. The holding deposit may be non-refundable in full (i) should you or any proposed joint tenant decide to withdraw the application after payment of holding deposit; (ii) due to your actions, the referencing procedure and subsequent signing of contracts is not completed with 14 days; (iii) you have provided misleading or false information, which cannot reasonably be construed as an unknown mistake.

### **(B) Tenancy Agreement**

1. Before the commencement of any tenancy issued by Oliver Haggard Ltd, a tenancy agreement document detailing both the tenant and landlord's legal obligations must be agreed upon and signed by both parties.
2. Should the tenant(s) named on the application form need to be amended at any point during the preparation of the tenancy agreement, it is your obligation to inform Oliver Haggard Ltd.
3. Subject to approval of the proposed new tenants, a revised agreement shall be prepared for signature.

### **(C) Security Deposit**

1. A security deposit must be paid in full before the tenancy agreement can take effect. Oliver Haggard Ltd will register the full deposit sum with the Deposit Protection Scheme (DPS) or your landlord (subject to agreement).
2. The security deposit is held against any damages or expenses should any arise during your tenancy period and will not be released until (i) the property in question is vacated, (ii) all rent has been paid up to date, and (iii) all deposit deductions(if applicable) have been agreed in writing by both the landlord and tenant upon termination of the tenancy.
3. The tenancy agreement is contracted between the landlord and the tenant, therefore the tenant may not hold Oliver Haggard Ltd liable for any deductions, disputed or otherwise, made from the deposit.

## **(D) Security Deposit Protection**

1. When a security deposit is paid to a landlord or agent, it shall be protected by an authorised government deposit protection scheme. This is to ensure you receive your deposit in full upon termination of your tenancy, where you are entitled to it, and any disputes can be resolved more efficiently.
2. Within 28 days of depositing your payment, your landlord or agent is required to provide details of how your deposit is protected. This is only when the full deposit has been paid in cleared funds. This includes full contact details of the tenancy deposit scheme used as well as the protocol one should follow if a conflict were to arise.

## **(E) Guarantor Agreement**

1. Should a landlord require a guarantor to be assigned, Oliver Haggard Ltd will prepare a guarantor agreement.
2. The guarantor will be regarded as having agreed to take joint responsibility for (i) paying rent of the property in accordance with the tenancy agreement, (ii) any rent arrears, (iii) any damages that outweigh the sum of the security deposit, (iv) any other such costs associated with the named tenant.

## **(F) Rental Payments**

1. The first instalment of rent must be paid in full cleared funds, in conjunction with signing the tenancy agreement, and the payment of funds must be in line with the dates demanded on these Terms and Conditions.
2. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive in accordance with the rent date stated on the tenancy agreement.

## **(G) Management of the Property**

1. **Agent's Obligations**
  - All tenant's shall be made aware, before the tenancy commences, as to who is responsible for the management of the rental property. Should Oliver Haggard Ltd be instructed to manage your property, we will commit to assisting you in resolving all matters and engage the services of our highly trusted and reliable contractors, if required.
  - Should Oliver Haggard Ltd not be instructed to manage your property, we cannot authorise any repairs or maintenance, and your Landlord should be contacted directly.
2. **Tenant(s) Obligations**
  - Responsibility and day-to-day wellbeing of the property rests with the tenant(s) for the full period specified in the tenancy agreement. It shall be the tenant(s) duty to ensure the upkeep of the property and ensure it remains in the same condition documented in the inventory.
  - It is of particular importance to ensure any gas and electrical issues are reported immediately, and the property is left fully secure when vacant at any time. Extra caution must be taken during the winter months in order to prevent the freezing of the water and heating systems.
  - Where the property is a leasehold, usually flats and maisonettes, the tenant will be bound by the rules and regulations affecting all other residents within the property, as contained in the head lease.

**(H) Property Visits**

1. Properties may be subject to visits by the management agent. The purpose of these visits is to check the general condition of the property, both internally and externally, with regards to its cleanliness and overall wellbeing.
2. In advance of any visits, the statutory notice will be given to the Tenants as in accordance with their Tenancy Agreement.

**(I) Utilities**

1. The tenant(s) is responsible for the payment of telephone, gas, water, electricity, tv-license, internet broadband and any other such bills associated with the property, for the duration of the tenancy term. Council tax is also payable by the tenant. Unless otherwise agreed and stipulated below. If you are a Student, you should be entitled to Council Tax Exemption. Oliver Haggard Ltd will provide the Council with relevant information to assist, however the responsibility lies with the Tenants to obtain this Exemption.
2. It is the tenants duty to identify themselves and notify the relevant utility providers and local authority as to when they shall be occupying and vacating the rental property.
3. Utility companies may also require the occupant to provide access for visits (installations/checks); such matters are to be dealt with by the tenant.

**(J) Additional**

1. **Contents Insurance**

It shall be the tenant's responsibility to insure all personal belongings throughout the tenancy.

2. **Tenant References**

Oliver Haggard Ltd are more than happy to provide a reference on your behalf, for any subsequent tenancy, should the need arise. A charge may be applicable, but will be payable by the Landlord or Agency requesting the reference- not you as the Tenant.

It is important that you read and understand the following terms and conditions. If there are any terms you do not understand, you should seek the advice of a Oliver Haggard Ltd member of staff or seek independent advice.

<b>Tenancy Start Date</b>		<b>Due Date</b>
<b>Tenancy Term</b>		
<b>Rental Amount</b>		
<b>Security Deposit Amount</b>		
<b>Sub Total</b>		
<b>Holding Fee</b>		
<b>Balance Due</b>		

Tenants Signature .....

Landlord / Agent Signature .....