



ESTATE AGENTS

www.richardgreener.co.uk



& PROPERTY MANAGEMENT

**TENANTS**

**TERMS & CONDITIONS OF RENTING**

22 Bridge Street  
Northampton NN1 1NW

Sales Tel: 01604 230222  
email: sales@richardgreener.co.uk

Rentals Tel: 01604 250066  
email: rentals@richardgreener.co.uk

Fax: 01604 232627

**Complete and return this document to Greener Rentals together with Individual Summary Application Forms for each tenant aged over 18**

Rental Property Address

Tenancy to commence At 12 noon  Please note monthly standing order will be dated 4 days prior to this. An additional pro rata payment can be made to move

Rent PCM  Monthly Water/Gas/Elec/Pet charge

Tenancy Fixed Term \*(minimum of 6 months)  
\* tenancy cannot terminate before end of fixed term  6 Months  9 Months  12 months

- Is the property managed by Greener Rentals?  Yes  No
- Is rent being paid 6 or 12 months in advance?  Yes  No
- Do you have any CCJ's or adverse credit history?  Yes  No
- Garden maintenance provided by landlord  Yes  No
- Any smokers?  Yes  No
- Any pets? Age/type/neutered?.....  Yes  No

Number of cars, vans or commercial vehicles (sign written)? Give details .....

White goods Included  Cooker Oven/Hob  Fridge  Freezer  Washing Machine  Dishwasher

Utilities Included  None  Electricity  Gas  Water  Council Tax

Property Specification  Fully Furnished  Furnished  Part Furnished  Unfurnished

Special Requests .....

## 1. CHARGES

There is no charge for registering with us. However, when you find a property you will be expected to make a payment as detailed below.

## 2. HOLDING / ADMINISTRATION FEE

You cannot reserve a property until we have verified your initial summary application forms, terms and conditions and documentation listed on Page 9. By signing these Terms and Conditions, you are confirming that all applicants have read, understand and agree to these terms and conditions.

We will contact you to accept your application and request payment of the **holding / administration fee which is equivalent to one weeks rent; for a Company tenancy or a licence, the holding/administration fee is £400 (inc VAT) irrespective of the number of occupants. This payment must be made to our office in cleared funds, ie cash or a bank transfer**

Reference forms will then be emailed to the individual email addresses you have provided and must be submitted to the referencing agency within 24 hours of receipt.

Your holding fee is non refundable if you withdraw from your application or your references when compared to the individual summary application are found to be false or misleading. **In addition, the holding fee will hold the property for a maximum of 15 days from the date the holding fee is paid and the landlord will reserve the right to re-market the property and your holding fee will be non refundable if completed references from your managing agent/landlord, employer/accountant and references for a guarantor (if applicable) have not been obtained within this period.**

NOTE: The lodging of a holding fee and signing of these Terms and Conditions does not guarantee the tenancy to you. The landlord will be advised of your application prior to referencing commencing and will instruct us as to whether to continue and accept your holding fee.

For non company tenancy applications, once referencing has been confirmed acceptable for all applicants, the one weeks rent holding/admin fee is either refundable or with consent can be paid toward the first months rent due before the tenancy commences.

## 3. REFERENCES

Once your initial application has been accepted right to rent checks, reference and credit checks will be carried out on each prospective tenant by a referencing agency. Each prospective tenant will complete an online application form which will be sent by UKTenantData.

The following are general guidelines to assist you with deciding whether or not you are likely to succeed with your application. However, we cannot guarantee acceptance until all checks have been carried out by the referencing company and they are satisfied with the information received.

Under exceptional circumstances where acceptable referencing is unlikely, the landlord may agree to accept payment of the full fixed term rent in advance with a guarantor.

Responses are normally received within two to four working days but delays can be encountered if referees do not respond punctually or insufficient or inaccurate information is provided by you. It is therefore imperative that you supply concise information and advise your referees of impending reference requests to safeguard against delays which could result in the loss of your holding fee.

We accept agency workers provided they have worked full time via an Agency for at least six months. We do not accept full time students or housing benefit as the means of paying the rent. We accept no more than four adults living in one property but there may be further limitations on particular properties; please ask for clarification.

A self-employed applicant must have one year's worth of accounts or alternatively will require a guarantor or may even be declined.

If a prospective tenant requires a Guarantor, for example if the annual salary is less than 2.5 times the annual rent or there is minor adverse credit history, this may be acceptable but is subject to the landlord's approval. Any adverse credit history declared will be checked and assessed by the referencing company and, dependent on the results and sums involved, a guarantor may be required or the application may be declined. A guarantor must be in full time permanent employment or, if self employed, must have one years worth of accounts. They must have no adverse credit history and annual income must be in excess of 3 times the annual rent.

Your application will be declined if you have not disclosed adverse credit history or have CCJ's of excessive sums, disclosed or otherwise, or if you have unacceptable references from your Referees or your annual income is less than 2.5 times the annual rent.

#### **4. PROPERTY DESCRIPTIONS**

Please ensure that you have referred to the individual property details contained within the 'Properties Available For Rent' brochure, as we cannot be held liable for any misunderstanding regarding your expectations of what is included unless you ask for clarification. As a general rule, Fully Furnished includes crockery, cutlery, small electrical goods, kitchen white goods and basic furniture, but will be cleared of the landlords personal belongings, televisions, linen, ornaments etc. Whereas furnished property includes white goods and basic furniture. Part Furnished includes specific listed furniture and Unfurnished will include specified white goods only. The majority of properties will have curtains, light fittings and carpet or floor coverings included. Sometimes white goods are offered as being available if required but the landlord will not be responsible for repair or replacement; this will be confirmed on the property marketing description.

#### **5. INSURANCE**

As a tenant, your own personal possessions will be at risk from fire, storm, water damage and theft whilst in your rented property and it is therefore advisable but optional to have contents insurance cover. We also recommend that you have adequate insurance cover which protects against Accidental Damage caused by you, the Tenant, to the contents, fixtures and fittings belonging to the landlord.

#### **6. UTILITIES**

You are responsible for gas, electric, water rates/meter, telephone, council tax charges and the TV licence unless otherwise specified. The utility companies will be contacted in order to transfer the account names from the commencement date of the tenancy. However, it is also advisable that you confirm this directly with the utility suppliers. It is your responsibility to contact the telephone supplier if you wish the telephone to be connected. Any re-connection fees are your responsibility. Under no circumstances must the telephone number be transferred to an alternative address or changed without the Landlord's consent.

#### **7. ANIMALS/PETS**

Most Landlords do not permit domestic animals, but there are a few exceptions and these will generally be highlighted on the individual property details contained in our list of Properties Available to Rent. The landlord's consent to the pet(s) being permitted would be granted subject to the following standard conditions:

- (a) The permission may be withdrawn at any future time at the discretion of the landlord.
- (b) Upon vacating the premises at the termination of the lease, the inventory check out shall take place. Carpets and soft furnishings, as applicable, must be cleaned to a professional standard at tenancy termination to render the property ready for the next tenants.
- (c) Should any carpets, furniture, contents, fixtures or fittings belonging to the Landlord become damaged or stained, then the landlord would require making good or replacement.
- (d) This permission applies only to the original pet(s) described. Permission would generally be declined for other pets to take up residence either now or in the future.

**8. NO SMOKING POLICY**

We operate a no smoking policy in all our properties. Smokers will only be permitted at the landlord's discretion, if they agree not to smoke within the property itself.

**9. SECURITY DEPOSIT/REPOSIT ALTERNATIVE**

**In addition to the rent, a deposit equivalent to five weeks rent will be payable in advance.** This deposit cannot be used for payment of rent during the tenancy and will be returned by cheque minus the cost of any dilapidations following the checkout or any rent or sum owed to the Landlord. **No interest will be paid to the landlord or the tenant.** Any cheques not cashed within 6 months will be considered null and void.

Under Tenancy Deposit Protection legislation effective 6 April 2007, Greener Rentals retain deposits acting as stakeholder. The deposit is protected under The Dispute Service Ltd insurance based scheme ([www.tds.gb.com](http://www.tds.gb.com)). Greener Rentals are not able to release the deposit at the end of the tenancy without the consent of both the landlord and tenant. If agreement cannot be reached, The Dispute Service Ltd or the Courts may adjudicate on the dispute and any decision would be final.

As an alternative to a Security Deposit, we are able to offer Tenants a non-refundable service charge payable to Reposit which provides the landlord with an insurance policy if all tenants have been satisfactorily referenced. The cost of this alternative equates to **one weeks rent for twelve months. The charge each year thereafter is £30.** The Tenant is still liable for damages and dilapidations and this insurance policy covers the Landlord for damages or rent arrears if the Tenant will not agree to fair costs. Tenants will be charged £120 if a dispute is found wholly in favour of Landlord/Agent.

**10. PAYMENTS**

**Please note, payment must be made by bank transfer a minimum of 24 hours prior to move in to ensure cleared funds are seen in our account.** Personal, company or building society cheques will only be accepted seven working days before the agreed tenancy commencement date. Cheques should be made payable to Greener Rentals & Property Management.

After the security deposit and first month's rent have been paid, future payments must be made by standing order via your Bank/Building Society. The standing order will be set up **4 days prior** to the start date of your tenancy, ie if you move in on the 15<sup>th</sup> day of a month your standing order for your rent will be set up for the 11<sup>th</sup> day of each month. It is your responsibility to set this up with your Bank/Building Society.

**11. TENANCY AGREEMENTS**

Upon receipt of satisfactory references, a tenancy agreement will be drawn up and sent to both parties for signature and witnessing or alternatively will be available for electronic signature. The tenancy agreement is subject to contract and will not be valid until we receive Tenant's cleared funds to pay the rent and security deposit/Reposit due, the Tenant's signed copy of the Tenancy Agreement together with the Landlord's signed copy of the Tenancy Agreement. The exception to this arrangement is where the Landlord's signed copy of the Tenancy Agreement has not reached us and the landlord has issued verbal or email approval to proceed.

**12. INVENTORY**

Where Greener Rentals & Property Management prepares an inventory on behalf of a Landlord, you must check the inventory upon occupation. Any amendments should be handwritten on the document and returned to Greener Rentals within seven days. A copy will then be forwarded to the landlord. If you fail to approve and return the inventory, the original report issued to you will be final. We will note and photograph all items left at the property, their condition and also the general overall condition of the property. Please note that you will be responsible for the difference in condition of the property and contents at the end of the tenancy, fair wear and tear excepted.

### 13. MANAGEMENT OF PROPERTIES

Greener Rentals do not fully manage all properties marketed for rent. In some instances, the Landlord will manage the property and may prepare their own inventory. Please ask for clarification as to who will be managing the property.

### 14. DURING THE TENANCY

Where Greener Rentals & Property Management are acting on behalf of the Landlord as Managing Agents, you should contact this office for any help or advice relating to your tenancy. If the Landlord is managing the property, then you should contact the Landlord directly. You will be given all the relevant contact numbers. Should you book a maintenance call, a contractor attends and it is subsequently found that there is no mechanical fault but it was due to Tenant operator error, the Landlord reserves the right to pass the charge on to the Tenant.

### 15. GARDEN

The garden is to be maintained by the Tenant(s) throughout the year unless the Landlord has agreed to provide a gardener.

### 16. PRECAUTIONARY MEASURES

If the property is to be left vacant for more than fourteen days, our office should be advised. If during the tenancy the property is to be left vacant for more than fourteen days, the Tenant(s) should ensure that the water system is completely drained down by a registered tradesman at the tenant's expense. During cold spells of weather, please ensure heat is left on constant and approx 15 degrees to avoid pipes freezing and to minimise condensation. Please also be aware that properties should be adequately ventilated and heated to avoid condensation/mildew problems, ie windows opened or trickle vents on double glazed windows left in the open position.

### 17. PROPERTY INSPECTIONS

All properties managed by Greener Rentals & Property Management are inspected in the second month and then quarterly by reasonable prior written notice (post or email). In some cases we are instructed by the Landlord to make more frequent visits. These inspections are carried out during normal office hours and the tenant's co-operation is expected.

### 18. RENEWAL OF TENANCY

If the rent for the initial fixed term is paid fully in advance, then fixed term renewal can only be permitted if the rent is again paid in advance and cleared in our account two months before the end of the current fixed term ie on a 6 month tenancy, the next full 6 months' payment would have to reach us by the end of the 4th month.

In exceptional circumstances and, **at the Landlord's discretion**, monthly payments via standing order **may** be permitted after the initial fixed term.

### 19. TERMINATION OF TENANCY

**A fixed term tenancy can only be terminated at the end of the fixed term and a minimum of two months notice will be required in writing or, for a periodic tenancy, a minimum of two months notice will required to end on the last day of a rent period.**

In exceptional circumstances and **at the Landlord's discretion**, should you need to terminate your contract early within a fixed term, you would remain liable for the rent and utilities up until the day a replacement tenant moves in and you would be required to vacate approximately one week prior to the new tenant moving in to allow time for the inventory check out and revised check in to be undertaken. You would also be responsible for the landlord's usual re-marketing, referencing and move in fees which are currently £360 inc VAT for re-marketing, £300 inc VAT move in fee and the deposit scheme registration fee of £30 inc VAT if applicable.

At the end of your tenancy, keys should be returned to Greener Rentals by no later than 12 noon on the last day of your tenancy term. If the property is managed by Greener Rentals, we will undertake the inventory check out after the keys have been returned and meter readings will be taken at this time. Please ensure that all items listed in the inventory are returned to their original positions. Any dilapidations will be charged to the tenant and deducted from the security deposit.

A forwarding address must be provided to Greener Rentals for the refund of the full deposit or balance remaining (when applicable) and this payment will be made by cheque.

**20. FORWARDING MAIL**

Unless otherwise instructed, all mail addressed to the Landlord should be re-directed to Greener Rentals & Property Management for onward transmission. You should arrange for re-direction of your own mail seven days prior to vacating the property as the forwarding of mail is not the Landlords' or our responsibility.

**21. ENERGY PERFORMANCE CERTIFICATE**

The Energy Performance Certificate is available to view via our website [www.richardgreener.co.uk](http://www.richardgreener.co.uk) or alternatively please ask for a copy available from our office.

**22. RIGHT TO RENT CHECKS**

Home Office Right to Rent eligibility checks will be carried out on all adult applicants over the age of 18 for any tenancy commencing after 1 February 2016. An original passport or travel document must be provided in person at our office and will be photocopied and retained by Greener Rentals. Eligibility checks will then be carried out.

**23. PROFESSIONAL MEMBERSHIPS**

Greener Rentals & Property Management Ltd are members of The Association of Residential Lettings Agents (ARLA), The Property Ombudsman Scheme, money protected by the Propertymark Client Money Protection Scheme and the Tenancy Deposit Scheme.

**24. PERSONAL DATA**

In accordance with the Data Protection Act 1988, by signing these Terms and Conditions and below, you agree that your data can be released where required to do so by law and Greener Rentals may also pass on your personal data including any forwarding address you provide to a utility company to ensure that any outstanding bills or credit on utility accounts are paid.

We may use software supplied by Tenant Shop Ltd to notify the local council, water supplier and energy providers in line with your tenancy start date and again on the tenancy end date. We will ask Tenant Shop to contact you directly on our behalf by text, phone and/or email to offer you energy, insurance and media comparisons for your new tenancy.

Please note, call centre comparisons are completely optional for you and **you can opt out at any time by emailing [customerservices@mytenantshop.co.uk](mailto:customerservices@mytenantshop.co.uk)**.

Tenant Shop Ltd is fully compliant with the Data Protection Act 1998 and a registered member of the Information Commissioners Office with registration number Z305733 and will only use your information for the purposes set out above.

**Please see consent forms attached to the Individual Summary Application supplied and sign where necessary.** In addition, your contact details including telephone numbers and email address will be shared with the landlord, maintenance contractors and any other relevant persons relating to the property management.

**I give permission for Greener Rentals to issue my email address, telephone number and forwarding address to utility companies, landlord, maintenance contractors and any other relevant persons relating to the property management.**

Signed (1) \_\_\_\_\_ Print Name \_\_\_\_\_

(2) \_\_\_\_\_ Print Name \_\_\_\_\_

(3) \_\_\_\_\_ Print Name \_\_\_\_\_

(4) \_\_\_\_\_ Print Name \_\_\_\_\_

SUMMARY OF REQUIREMENTS & CHARGES	CHARGES	WHEN REQUIRED
Terms & Conditions of Renting signed by all adult applicants – Pages 7 and 9		Immediate
Summary Individual Application Form completed by all adult applicants and signed Data Protection consent form		Immediate
Proof of Residency at current address eg driving licence or utility bill or bank statement less than 3 months old (mobile phone bill not acceptable)		Immediate
Holding/Administration Fee including guarantor if required - See Point 2 for Terms and Conditions	Equivalent to one weeks rent	When initial application accepted
Holding/Administration Fee (inc vat) for company tenancy	£400	When initial application accepted
Current Passport – original to be presented in person to our office – for all adults aged 18 plus		When initial application accepted
First months rent	Agreed Rent	Before tenancy commences
Security Deposit (if applicable) or Reposit insurance based scheme	Equivalent to five weeks rent or Equivalent to one weeks rent for 12 months £30 per year thereafter	Before tenancy commences
Signed and witnessed tenancy agreement or electronic signature confirmed		Before tenancy commences
Tenancy Agreement 6 months rent in advance See Point 3 for Terms and Conditions	Guarantor required	
Breaking Contract Fee, ie leaving during fixed term See Point 19 for Terms and Conditions	Landlord marketing and move in costs £360 + £300 + £30 deposit registration (if applicable)	Commencement of Re-marketing
Change of tenancy terms, eg request to change an occupant	£50 inc VAT	When change requested
Tenancy Renewal, fixed term or statutory periodic	No charge	



**Applicant Name(s) & Address(es) - PLEASE WRITE IN BLOCK CAPITALS**

(All persons over age of 18 must be listed below, use separate sheet if required)

(1) Name:

Address:

Home Tel:  Work Tel:

Mobile:  Email:

(2) Name:

Address:

Home Tel:  Work Tel:

Mobile:  Email:

(3) Name:

Address:

Home Tel:  Work Tel:

Mobile:  Email:

Relationship between above applicants .....

Children under 18 years of age who will be residing permanently at the property (names & ages):

.....

I/We hereby confirm that I/We have read these Terms & Conditions of Renting. We have received a copy of the property details, a sample copy of the tenancy agreement and Energy Performance Certificate for this property. We also agree that if the application is successful, the holding fee of one weeks rent will be utilised towards the first months rent due before I/we move in.

Signature ..... Signature .....

PRINT NAME ..... PRINT NAME .....

Signature ..... Signature .....

PRINT NAME ..... PRINT NAME .....