



Tenants Terms of Business (updated April 2017)

Address of property to be rented			
Postcode			
All tenant(s) over age 18	LEAD TENANT	TENANT 2	TENANT 3
Full name			
Current address			
Postcode			
Mobile Telephone			

Please indicate which of the above applicants will be the **Lead** Tenant as this will be the first point of contact for Strawberry and will also be noted as Lead Tenant with the Deposit Protection Service. Please also indicate **the** e-mail address which we should use for all correspondence moving forward to ensure that no communication is missed (This application will not be discussed with anyone other than named tenants).

These Terms of Business not only set out the responsibilities of The Tenant but also give a full description of the services provided by Strawberry as your Agent. Please read the detail which we have included as ultimately it is for your own protection. If there are any terms or descriptions of which you are unsure please bring these to our attention or seek independent clarification and advice. **We cannot reserve the property or proceed with your tenancy application until we are in receipt of your signed copy of these terms and your application fee** (non-refundable unless landlord withdraws). When references have been passed we will produce a statement detailing all payments due.

Rental PCM	Deposit	Requested Let Date	Term

I confirm that I have read and understood these Terms of Business provided by

Strawberry : Signed (this agreement must be signed by all parties

Date

Viewing rental properties

Since most of the important details will be taken care of by us prior to the property being made available, we allocate around 15 minutes per property for viewings. Due to the competitive nature of lettings (and to fulfil our commitment to our landlords) we are unfortunately unable to offer second viewings on rental properties. If you have viewed a property and you wish to proceed to let then we advise you to contact Strawberry immediately - properties tend to let very quickly and we wouldn't want you to miss out!

Applying for a property

All applicants need to be over the age of 18.

In order to have the property taken off the market you will need to pay an application fee (see details below). This will enable us to proceed with the relevant reference checks and to produce the full legal documents. You will receive an email from our referencing company – Let Alliance. This 'holding fee' will secure the property and once you hear from Let Alliance you will have a total of 48 hours to allow completion of all of the necessary documentation but if this time elapses without the information being completed as requested then the property will be remarketed. (It is essential that you advise us if you do not hear from our referencing company).

'Right to Rent' requirements

Under section 22 of the Immigration Act (2014) from February 1st 2016 landlords/ agents are required to carry out 'Right to Rent' checks on all prospective tenants. These checks relate to immigration status and the right of individuals to stay in the UK. As a fair and non-discriminating company of repute Strawberry will apply the screening process to every new tenant looking to rent one of our properties. In order to proceed with a rental application we need to see (in person) relevant ID – this may be a valid UK/ EEA passport, a National Identity card, a Home Office certificate or a photographic Immigration Status document. In conjunction with 2 recent pieces of 'proof of address' correspondence, valid documents will be required prior to any application being processed. Where granted residency is time-limited a further check will be carried out prior to expiry of current permission. In every case a record of the checks made, the outcome and any further checks required will be kept on file.

Application forms

Everyone over the age of 18 who will be living in the property must complete a Referencing application form, this will be emailed to you.

You will need to supply us with photographic proof of ID with signature (i.e. driving license) and 2 x proof of address (which must be dated within the last three months) these should be for all tenants and guarantors involved in the property. If for any reason you are not to be found on the voters' roll then you may, in addition, need to provide three years' proof of address.

It will speed up the application process if you ensure that all referees are advised in advance that they will be contacted by Strawberry or our referencing company.

Similarly, to keep the process proceeding as smoothly as possible you should advise our office of any CCJ's or bad credit history before filling in an application form. When completing your application form you **MUST** declare ANY adverse credit history. Failure to declare this on the application form will result in an instant Decline.

Application fees

- Maximun of two applicants: £354.00 INCLUDING VAT
- Company let £420.00 INCLUDING VAT
- Price per additional Applicant after 1st 2: £60.00 INCLUDING VAT
- Guarantor: £96.00 INCLUDING VAT
- Lodging of Deposit: £30.00 INCLUDING VAT.
- Right to Rent check: £12.00 per new tenant INCLUDING VAT

Duplication of tenancy paperwork or inventories £30.00 INCLUDING VAT

Please note there is a surcharge of 3% plus vat for payment by credit card or an overseas debit card.

The only instance in which the application fee (minus the referencing element) is refundable is if the landlord withdraws the property. Refunds are not applicable if you simply change your mind, find an alternative property, and fail to complete the application form in the 48 hour time limit or fail the referencing procedure.

Holding Fee

If the tenancy start date is more than 7 days after your referencing has passed we will require you to pay the first months rental, if for any reason you withdraw from the property after this is paid this is non-refundable and will be paid to the landlord as compensation due to the let not going ahead.

i.e. tenancy start date 7th June, advised re referencing completion 25th May, rental period 7th June to 6th July will be due on 25th May, the next rent due date would then be 6th August.

Express move service £100.00 plus vat

You've made the decision that you need to move; for whatever reason, you need to leave your current home and move into rented accommodation. We realise that the circumstances might be difficult, chances are you're already out of other options or out of time. So how frustrating that you might then need to wait up to 2 weeks to move into a rented property even although it's empty and ready to go.....

At Strawberry we've seen this happen so many times and it gets very frustrating for us too. We want to help but quite often we're held back by the administration, reference checks, inventory etc. and the time for each step means a lengthy wait overall. So we've done some homework, pulled some strings and made some changes and we are now very pleased to be able to offer our EXPRESS MOVE IN SERVICE where, with some help from our partners and our lovely landlords, we can get you in and settled WITHIN 5 WORKING DAYS. There are some stipulations, a little bit of small print if you will, but if it sounds like just the kind of service you are after then get in touch and we'll talk you through it and help you make it happen – quickly!!

Deposit

The deposit payable is one and a half months rental, example if the rental is £500.00 per month the deposit will be £750.00, if you have any pets which the landlord has agreed there will be a further £250.00 to pay, example rent £500.00, with a pet, deposit will be £1000.00.

Reference requirements

Employed applicants: An employment reference will be gained from the employer provided on the application form. If no response is received from the employer then you may be required to provide either 2 monthly or 3 weekly payslips.

Overseas applicants: A copy of your passport and work permit is required. If you have been in the UK for more than 6 months then proof of residency and a contract of employment (or letter from your employers HR department) are also necessary.

Joint applicants: Only married couples can be counted as a joint application. Two application forms will be required and both parties' employers will be contacted. (Maiden names will also be requested).

Self-employed applicants: Profit and loss statements for 3 years' accounting periods will be required; if this is not possible for any reason then a guarantor will be sought.

Retired applicants/additional income: 2 monthly pay advices or 3 months bank statements will be required as well as proof of pension or proof of investment.

Students: All tenants who are students must have a guarantor

Housing benefit recipients: Must also have a guarantor.

Guarantors must be UK residents, have good credit history (i.e. have no CCJs or history of bankruptcy) and have a sufficient monthly income. They will be referenced in the same way as a tenant so must be able to provide either 2 monthly or 3 weekly pay slips where no response is received from their employer.

Upon Application

Provided that satisfactory references are obtained we will then agree a let date and general terms. The let date is the day that the tenant comes along to the office to sign, pay and collect keys. Any requested changes to terms will require full agreement from the landlord and it must therefore be understood that there is the potential that he/she will decide that the property should instead be re-advertised. Any changes which are agreed will incur an administration charge of £50.00+VAT, whether before or during the Tenancy.

The balance of monies due is to be paid the day the let commences. This comprises of the rental, deposit and the fee for lodging the deposit which is £25.00+VAT per tenancy. All monies must be cleared funds, paid by debit card. If you would like the facility to pay by credit card then unfortunately we have to pass on an additional charge of 3% plus VAT. Should you prefer to pay by cash then we must have this in our bank account the day before the tenancy starts (our bank details will be emailed to you with your tenancy agreement). Please be advised that WE CANNOT TAKE CASH AT THE OFFICE.

Insurance

You must be fully aware that you will be liable for any damage caused to the landlord's building and contents. The relevant clause in the formal Tenancy agreement is as follows: - As a condition of entering into this Tenancy Agreement the Tenant shall:

- Obtain and maintain a policy of Insurance to provide a minimum of £2,500 of cover for accidental damage to the landlord's contents, furniture, fixtures and fittings at the property, as described in schedule A.
- Upon request, provide the Agent with a copy of the Insurance Certificate

The Tenant should consider their need for insurance to cover their own personal possessions as The Landlord will not provide any such insurance cover upon their behalf.

Strawberry are pleased to work in partnership with, and be an introducer for, Let Alliance who provide products to both landlords and tenants, including tenant's liability policies. To find out more details about Let Alliance then please contact us or visit their website at www.letalliance.co.uk. They will contact you once your referencing is complete, to ensure you have the correct products.

The day the tenancy starts

A meeting will be arranged with you to come to the office. The Tenancy Agreement, Inventory and any other relevant paperwork must be signed by all tenants and all copies of the relevant certificates will be given to you.

We will ensure that the property is compliant with all the latest regulations and is in a clean and tidy condition. The garden (where relevant) will also be handed over to you in a neat and tidy condition.

It is the Tenant's responsibility to read the meters and advise utility companies that you have moved in. All meters will be read before you move in and detailed on the inventory for you, if we are managing the property. You will be contacted by Tenant Shop who will assist you in the transfer of the utilities. However, Strawberry cannot be held responsible for utility accounts, it is tenant's responsibility to ensure that all accounts are set up and paid.

The water supplier will be Severn Trent Water and whilst we will have advised them of your tenancy you will still be responsible for ensuring that the details they have for you are correct.

Similarly, the local council will also be advised when you have moved in but as before you must check that they have your correct details.

If you are unsure of who the gas and electric suppliers are (we do not always have this information) then the guide below should assist:-

- Gas: The meter helpline 08706081524 will give you the supplier and meter point reference number.
- Electric: You need to contact the local electricity distribution centre, found on yell.com. Ask for the companies' meter point admin services (MPAS) 0800 096 9000.

Any failure by you to advise the gas and electric suppliers could result in unnecessary administration costs should we have to deal with this on your behalf.

The keys will be provided to you at this stage and you will be given contact details of who will be managing the property.

Once in the property

Your landlord wants you to enjoy living at their property but, whilst it will be your home, you MUST obtain written permission to make any alterations to the property such as redecoration, hanging mirrors, pictures etc. Failure to gain such permission may result in you losing part (or even all) of your deposit at the end of the tenancy.

If you receive any mail that is addressed 'to the occupier', please open this and advise us if there is anything we may need to know. If you receive anything else, please write 'RTS' on it and re-post.

Maintenance responsibilities

Depending on the terms and conditions of the Tenancy Agreement, you will usually be responsible for the following:-

- **Topping up of the oil-fired central heating** at the property. It is your responsibility to ensure this does not go below one quarter full. If it does and the heating subsequently fails you will be liable for the cost of repair.
- **General upkeep of the garden.** This must be maintained in a neat and tidy condition, with the grass mowed, weeds removed and bushes and beds kept tidy. Established trees and shrubs must not be uprooted.
- **General cleanliness of the property.** This means regular hovering and dusting and cleaning of appliances and windows, both inside and out.
- **Removal of pests** such as fleas, ants, wasps etc.
- **Legionella/ Legionnaires Disease prevention.** Since November 2014 Landlords have had new responsibilities with respect to the control of Legionella within the water systems and the prevention of Legionnaires disease. A Risk Assessment should already have been carried out within the property by the landlord (or his/her representative) however as the tenant and user of the water systems you have a responsibility to ensure that they continue to operate free from risk. We can provide you with all the guidance you need but in short you should ensure that the hot water remains above 50 degrees, the cold water below 20 degrees and that any infrequently used outlets are run at least weekly. Showerheads too will need to be descaled and disinfected every 6 months.
- **Maintenance of access to the property.** If you share a common entrance to your property, this must be kept clear and clean at all times. You (or others) may need this as an escape route in an emergency.
- **Changing of light bulbs and fuses.** This is usually expected during a tenant's occupation of the property.

- **Maintenance of all drains and gutters.** These should be kept free flowing. Any blockages which occur during the tenancy will usually be your responsibility unless other reasons are found.
- **Smoke alarms.** It is your responsibility during the tenancy to ensure the battery is kept in working order.

If, during the tenancy, you lose your keys, we will most probably be able to provide a management set (provided you have not changed the locks). Any new or additional keys provided will be charged to you and similarly if a lock change is required this will be at your cost (including the provision of new keys to all).

Maintenance issues

It is your responsibility to inform the managing agent or landlord of any maintenance problems you experience, allowing contractors to be instructed promptly. Failure to report issues could lead to further detriment to the property and subsequent costs to you at the end of the tenancy.

You must NOT instruct contractors yourself as invoices will not be paid without prior consent.

On your move-in day, you will be given full details of who is managing the property and, in cases where that is Strawberry, you **will be given a list of emergency contractors.**

Tenancy Renewal

75 days before the end of the tenancy you will be sent an email asking if you will be staying at the property when your tenancy expires, you have two options if you want to stay.

The tenancy can go into a rolling periodic tenancy where all terms and conditions of the original tenancy remain the same, you will be able to give one months' notice on or before a rent due date and the landlord is required to give you two. The cost for this is £25.00 plus vat.

Alternatively, you can request to re-new your tenancy for a further fixed term. This would require permission from the landlord and a new tenancy agreement to be raised. The cost associated with this is £75.00 + VAT.

At the end of the tenancy

You must advise Strawberry of your intention to leave at least one month before the end of the tenancy.

Where the tenancy is in a periodic then a full months' notice must be served on or before a rent due date.

If you leave the property earlier than the official end date and you hand keys back to Strawberry early you are FULLY and LEGALLY responsible for the rental property well-being (including the garden) until the official end date, unless the property has been re-let earlier to release you.

Checkout

The checkout will take place with you on or very near to the last day of your tenancy. You will receive a letter detailing the date and time once you have given your notice.

To ensure your costs are spread over the period of your tenancy, at the start of the tenancy we do not make a charge for the end of the tenancy prices this is to include your check out and deposit return a charge of £75.00 plus vat will be made.

Once the checkout has been completed and the landlord has been advised of our findings you will receive a copy of our full report. If there are any dilapidations, cleaning or gardening issues these will be highlighted and the deposit return will be strictly in accordance with the DPS process (information upon which you will have received at the start of the tenancy).

If the findings of the checkout result in any additional works having to be organised then there will be a charge of £75.00+VAT for this by Strawberry, deducted from your deposit.

You must also note that NO RENTAL can be taken from the deposit. Your rental account must be up to date, independent of your deposit.

Reference service

If a reference is required by you at the end of the tenancy to allow you to let a further property then we can provide this service at a cost of £35.00+VAT per property.

Please remember - We're here to help

We hope that we have included all of the information you will need within this document however if you still have questions or wish to discuss any other aspect of our service then please just pop in to see us or contact us by phone.