



- All people named on the tenancy will need to be 18 years of age or older.
- At least one party from two applicants must be in full time employment or be contractually due to commence full time employment lasting the duration of your intended initial tenancy.
- If you are self employed, you must be able to demonstrate income and be able to provide 3 years trading accounts.
- Your sole, joint or several incomes must equal or surpass 2.5 times the annual rent value. (If your employer provides expense allowances to cover rent please make us aware of this).
- You should have no County Court Judgements for debt against you, you partner or any co-sharers.
- If currently renting, you should be able to demonstrate at least 6 consecutive months rent payments on time and without fail.
- You should and co-sharers should be non smokers (or be prepared to smoke only outside the property).
- If you have pets, you need to advise us before reserving a property to see if we can gain agreement for pets with specific landlords.
- For companies most established PLC / Limited companies or large organisations are satisfactory providing three years trading records are available at companies house and satisfactory accountants references are forthcoming

We are unfortunately unable to accept the following in respect of rent payments or as part of income considerations

- Housing benefit or social security payments.
- Council assisted deposit schemes.

#### REFERENCING

All persons over the age of 18 and using the property as their main residence will need to be referenced whether or not they are to be named as tenants. Our referencing is carried out by an independent professional referencing company and includes all the personal, credit and employment checks you would expect to be undertaken to verify your ability to act as a responsible tenant capable of meeting their commitments as set out in the tenancy agreement. If any of the occupant change, EFS Saferentals must be advised as additional referencing checks will be required, for the new occupant.

#### CANCELLATION OF APPLICATIONS

If you withdraw your application at any time, or if for any reason you do not satisfy the referencing requirements referred to above, then

your reservation fee is non-refundable.

#### GUARANTORS

In certain cases a Guarantor must be provided at the start of the tenancy and the same Guarantor or a replacement Guarantor must guarantee the tenancy for as long as it continues. The Guarantor must also complete an application form and be referenced and again should your application be declined because the Guarantor does not satisfy the referencing requirements then your reservation fee is non-refundable.

#### DEPOSIT

On the day of move in you will pay the long term security deposit which is 6 weeks rent in advance.

Where a Landlord agrees to pet being kept on the property then the security deposit must be increased to 8 weeks rent. £100 is held for a term of 3 months after you have vacated the property to cover any flea infestation. Please note the amount of your deposit will need to be increased by these amounts should your Landlord agree that you may keep a pet at the property at any time after the tenancy has commenced.

#### TENANCY DEPOSIT PROTECTION

If the tenancy is to be an Assured Shorthold Tenancy (AST) then the deposit will be registered in accordance with the Tenancy Deposit Protection regulations which came into force on 6th April 2007. You will be given a leaflet containing more information on this subject and also served with a notice within 14 days of paying the deposit advising which of the three Government approved schemes the deposit is to be registered with. If you have an AST then the deposit is held by us or the landlord as Stakeholder.

#### MOVING IN

Appointments to move into the property can only take place during office hours and on the day of moving into your property you will need to pay the security deposit, which is between 6 and 8 weeks rent, in advance, depending on the exact tenancy commencement date. We will confirm to you in writing the exact amount payable by you, prior to moving in

Please also note that in order to avoid embarrassment and additional costs, under no circumstances will tenants be checked into a property unless and until all necessary fees and payments have been paid in full. Funds have to be cleared and all tenants are able to sign the necessary legal documentation before the legal commencement of the tenancy i.e. taking up authorised occupancy.

## CHECKING INTO THE PROPERTY

The check-in process can take place at our office in which case if tenants then check themselves in they will have up to 5 days in which to raise any queries on the inventory, which they will also have been asked to sign. Tenants are also advised that although BT points and TV aerial or cable points may be present, there is no guarantee they are 'live' and it is the Tenants responsibility to make these active if they need attention. One access key per tenant will be handed over, and if extra keys are required, these will be provided at an additional cost by EFS Saferentals. All issues of keys will be recorded and must be returned on vacant possession. It is in breach of your terms and conditions, if additional keys are cut without authority.

## THE TENANCY AGREEMENT

The Tenancy Agreement will be drawn up for a period of time agreed with you, though the initial term will usually be 6 or 12 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 this happens then depending on the Landlord's instructions to us we will discuss this with you and then ask you to sign a new tenancy agreement and any other necessary formal papers and pay a tenancy renewal fee of £50. This process will be repeated every time a new tenancy agreement is offered to you.

## WHO MAY OCCUPY THE PROPERTY?

If you want any person to live at the property other than members of your immediate family and of course those named as tenants in the tenancy agreement to occupy the property, then you must contact us to discuss this and will require the landlord's written consent. In addition, you may not transfer your tenancy to another person.

## WHEN YOU CAN LEAVE

Your tenancy agreement is a legally binding contract; it is for a fixed duration and you cannot give notice to vacate before the expiry date.

If for any reason you vacate your property before the fixed term end date, whether with or without your Landlord's consent, you may legally remain liable for the rental payments to the end of the fixed term. You will also be liable for any out of pocket expenses incurred by us or your Landlord as a result of the property needing to be re-let prematurely. This charge is £130.

## GIVING NOTICE

You must give 2 months notice should you wish to vacate the property at the end of the fixed term contract.

## CHECK OUT APPOINTMENT

If you are leaving at the end of the tenancy term, or upon receipt of your notice letter, we will write to you to acknowledge your intended vacation date and time. We will arrange to meet you at the property to carry out the check-out, verify the condition of the property and read the meters. You will be required to return all sets of keys at this meeting, as if you do not, then you will continue to be liable for the rent on a daily basis until all keys and vacant possession are surrendered.

You must be ready to leave the property and all of your personal effects and your furniture must be removed. If your property has been professionally cleaned prior to your moving in, we may charge you for the property to be professionally cleaned.

## DEPOSIT RETURN

You will receive a Prescribed Information Form (PIN) from us or your Landlord within 14 days of paying your deposit which will confirm how your deposit is being protected. Please note if a dispute arises at the end of the tenancy between you and the Landlord the amount of the deposit in dispute cannot be released until either the matter is resolved and the necessary form signed or else the dispute has been referred to the TDP scheme Administrator or the Courts and an independent decision on apportionment of the deposit has been reached.

It is in everyone's best interests therefore to try and negotiate a mutually acceptable agreement and we would therefore urge your prompt and continued cooperation at the end of the tenancy in order to agree any such deductions.

## FEES AND CHARGES

Please note that a fee will be charged for any appointment(s) not kept by the Tenant. The fee will be dependent on the costs incurred, as a result of any appointment not being kept.

## CONTENTS INSURANCE

You are advised to have your own contents insurance for your personal possessions. These items will not be covered by your Landlord's insurance if the property is broken into or subjected to flooding, fire etc. More importantly having a tenant's contents policy will enable you to cover the Landlord's goods against accidental damage by you and will also provide you with Public Liability cover which is essential should a substantial claim ever be made against you.

Neither EFS Saferentals nor your Landlord can accept any liability for a tenant's failure to have their personal possessions fully insured, protection against accidental damage to the Landlord's goods, or a lack of Public Liability cover. You need to have a tenant contents policy in place to protect you as this will include accidental damage to the Landlord's goods and also public liability insurance for you. Unless you tell us otherwise we will arrange for an insurance company to contact you on a non obligation basis to advise and discuss this with you.

## UTILITY, TELEPHONE, BROADBAND, MEDIA PROVIDERS AND COUNCIL TAX

It is the tenant's responsibility as tenant to arrange for the transfer of utility and council tax accounts into your name. If you have not already done so you must contact the utility providers and Council Tax authority immediately. Very often before you move in or very soon afterwards you will receive papers from them, which will enable you to sign up for a supply from the provider and it is recommended that you do not unduly delay this process.

## PAYMENT OF RENT

Your tenancy agreement is a legally binding document which requires you to pay the rent in full in cleared funds on or before the agreed

monthly payment date. Failure to do this means that you will be in breach of your tenancy agreement!

#### REPAIRS AND MAINTENANCE

Should you experience any problem with the structure, fixtures or fittings of the property or any of the contents provided by the Landlord please contact us immediately during office hours, if fully managed or your Landlord if not, and an approved contractor will investigate the problem.

In certain circumstances, and where any work required is substantial, either in terms of cost or size of the job involved it may be necessary to obtain more than one quotation from contractors, or to instruct a surveyor to assess the nature of the problem so that it can be resolved effectively.

Please do not instruct a contractor yourself and send us the invoice, as this will not be paid by us or your landlord unless we have previously agreed to do this.

If a contractor attends to a problem that you have reported and the fault is due to lack of care or misuse by you, other tenants, or any visitors to the property, whose actions you are also responsible for, you will be charged the cost of putting it right.

It is very much in your interests to be available for appointments made with contractors so repairs can be carried out as quickly as possible. If you fail to keep an appointment with a contractor you may be charged the costs of the contractor's abortive visit. No repairs can be carried out unless you are present at the property or have confirmed that the contractors can gain access to do the work with keys provided by us or the Landlord for that purpose.

#### MAINTAINING THE PROPERTY

The tenant is responsible for normal household maintenance at the property just as if they owned the property instead of renting it. Normal day to day occurrences happen as a result of living in a property whether it is owned or rented, and so issues such as replacing light bulbs, cleaning windows, cutting lawns, maintaining hedges and borders, keeping guttering and drains clear of leaves and blockages, the removal of such pests as fleas, ants, wasps, etc. and any other tasks that have been ruled as being normal household management and therefore the tenant's responsibility.

If there is a garden with your property you must keep it in good seasonal order. You must not uproot trees and shrubs and must not remove lawns laid at the start of your tenancy. If you are unable at any time to discharge your obligations in respect of the garden please contact us, if yours is a fully managed tenancy, or if not, your Landlord so that suitable arrangements (such as hiring a gardener) can be discussed. If you have any doubts about cutting, pruning or dealing with anything else in the gardens please ask us for advice.

If you share a common entrance to your property with other residents you are required to keep this area, and any other shared areas at the property clean and tidy, free of rubbish and unwanted mail. It is particularly important that you keep shared entrances and exits clear and clean and tidy - this could be your escape route in an emergency.

#### PROPERTY VISITS

If we are managing the property, visits are usually carried out on the property by our staff after the first month of occupancy and then every three months or so and you will be notified of the time and date of the proposed visit in writing, and have the option of being present when we visit. This is not essential, and obviously you will appreciate that with a large number of properties to be visited regularly on an ongoing rota basis it is not always possible to negotiate revised visit times and dates, but we will always do our best to assist if you wish to be present and look forward to receiving your cooperation to help us complete such visits.

#### GAS APPLIANCES

By law your Landlord must comply with the Gas Safety (Installation and Use) Regulations 1998 and subsequent associated legislation. Your Landlord must have all gas systems, appliances and flues checked at least every 12 months by a GAS SAFE REGISTERED engineer. These regulations do not apply to gas appliances owned by tenants for example a gas cooker but for your safety we recommend you have your personal gas appliances checked at least every 12 months. You will be given a copy of the gas safety record issued to us by the inspecting engineer.

It is in the interests of your safety and welfare that you cooperate fully with contractors making appointments with you to carry out a gas safety inspection.

#### TENANT DECORATIONS AND ALTERATIONS

Your landlord wants you to treat the property as your own home but to always be mindful it is owned by the landlord whose consent must always be obtained prior to any redecoration or alterations being carried out. Failure to comply with this obligation may result in you being charged any costs involved in returning the property to its original condition at the end of your tenancy after allowing for fair wear and tear during your occupancy.

#### LOST KEYS

If during your tenancy you lose your house keys, whatever the circumstances, you are responsible for the replacement costs. First contact us if a fully managed tenancy or if not your Landlord as one of us will have a spare set of keys. The cost of replacement locks and keys are the tenant's responsibility. Such replacements must be authorised in advance by EFS Saferentals.

If a lock change is required, for whatever reason, you will be charged the cost of that lock change. If you occupy a flat in a block which has a common entrance door key you may also be charged the cost of providing all tenants in the block with new keys and possibly any common entrance door keys.

You must return all the keys you hold to the property at the end of the tenancy and you will be charged for the cost of any duplicate keys or lock changes required if you do not do this

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