

TERMS AND CONDITIONS OF LETTING INFORMATION FOR PROSPECTIVE TENANTS (Applicable in full to all assured shorthold tenancies)

Saffron is a member of The Property Ombudsman Scheme (membership no D02623)
and subscribes to the Code of Practice for Letting Agents www.tpos.co.uk

05.19

These terms and conditions apply to your application to rent a property through Saffron Property Limited and will be incorporated into the tenancy agreement as applicable.

Holding Deposit

Having made an acceptable offer to rent a property, the tenant will be asked to pay a Holding Deposit equating to one week's rent. The amount paid will be specified in the Holding Deposit Receipt which will also detail the total amount of the tenancy deposit and rent payable at the start of the tenancy. The Holding Deposit demonstrates the tenant's commitment whilst referencing checks are carried out.

The Holding Deposit is refundable if the landlord decides not to enter into the tenancy agreement or an agreement is not reached before the **deadline for agreement** (usually 15 days after receipt of the Holding Deposit, unless otherwise agreed). Where the tenancy proceeds, the Holding Deposit will, with the tenant's consent, be used as part payment of the rent and tenancy deposit payable at the start of the tenancy.

The Holding Deposit will not be refunded if the tenant provides false or misleading information which reasonably affects the landlord's decision to let the property to the tenant, fails a right to rent check, withdraws from the proposed tenancy agreement or fails to take reasonable steps to enter the agreement (ie failing to respond to reasonable requests for information required to progress the agreement) when the landlord or Saffron has done so. In these circumstances, the tenant will be notified in writing of the reasons within 7 days of the decision not to enter into the tenancy or the deadline for agreement.

Please read through the below carefully as additional charges may arise in certain specific situations under the tenancy agreement.

References & Identification

The tenant will be asked to provide information which enables a reference check to be carried out, such as:

- Bank statements – to assess the tenant's income and ability to pay the rent
- Reference from a previous landlord/agent – to assess tenant has performed previous tenancy obligations
- Proof of address history
- Details of current employer – for verification of income, reliability and trustworthiness

The tenant will usually be required to complete an online credit check/reference application form. These references may be passed to the landlord so that a decision can be made on granting a tenancy. The tenant will be responsible for any administration charges levied by his/her own bank in relation to obtaining a reference but will not pay any charges for referencing carried out by Saffron or its referencing agent.

Right to Rent

Once an offer has been accepted, the tenant will be required to provide evidence of his/her right to remain in the UK and his/her right to rent in England. This will usually be carried out by our credit reference agent and by the checking of visas and residency. The tenant will not pay any charges for a right to rent check carried out by Saffron or its referencing agent.

Guarantors

Where an individual tenant is unable to provide a satisfactory bank reference or has been employed for less than one year, a guarantor will be required. The guarantor will usually be a member of the individual's family who is of sufficient means to provide a suitable bank reference. The guarantor must be resident in the UK and be a UK home owner. This person will be required to sign a legally binding agreement making him/her liable for the rent for the term of occupancy if the tenant defaults on rent payments or other obligation under the tenancy agreement. The guarantor will be asked to provide information to enable a reference check to be carried out, as aforesaid.

Anti Money Laundering Regulations

Under these regulations we will need to obtain and hold evidence confirming the tenant's identity, proof of address and source/destination of funds.

Tenancy Deposit and Tenancy Deposit Protection (not applicable to common law and corporate tenancies)

A deposit equating to not less than 5 week's rent will be held either by Saffron or the landlord (where we are not instructed to collect the tenancy rent) in one of two insurance tenancy deposit protection schemes, or paid to the custodial scheme. The deposit is held against dilapidations to the property or its contents, loss of rent or other unexpected costs. Under no circumstances can the deposit be utilised to pay the final month's rent of the tenancy. Within 30 days, Saffron (or the landlord) will give the tenant details about how the deposit is protected including the contact details of the tenancy deposit scheme, the contact details of the landlord or agent, how to apply for the release of the deposit, information explaining the purpose of the deposit and, what to do if there is a dispute about the deposit at the end of the tenancy. The deposit is returnable to the tenant at the expiration of the tenancy within the time limits stipulated under the tenancy deposit scheme, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required, deposit deductions will be notified to the tenant within 14 working days after the termination of the tenancy. Should the tenant be in dispute about how much of the deposit should be returned, the tenant should provide his/her reasons in writing within 10 days thereafter. If a settlement cannot be reached, there is a free service offered by the tenancy deposit scheme protecting the deposit to resolve the dispute.

Please refer to the Prescribed Information under the Housing Act the 2004 contained within the Tenancy Agreement.

Signing the tenancy agreement

The tenancy agreement must be signed by all tenants prior to the move in date and, until such time, no contractual agreement, offer or obligation is deemed to exist. If any of the tenants are unable to attend to sign the tenancy by the move in date, a letter must be obtained from that person giving another tenant power of attorney to sign documentation on their behalf

Inventory / Schedule of Condition

The landlord will be responsible for the cost of the inventory and for the cost of the check out on termination of the tenancy. In exceptional circumstances where Saffron has not been instructed to collect the tenancy rent (let only instruction), we may not be able to confirm the existence of an inventory. In such circumstances, the tenant will be provided with a schedule of condition form to complete. The tenant will be required to return the inventory (or schedule of condition) duly signed with any amendments within 7 days from its receipt for verification. The property is let as seen at the time of viewing (unless special requirements have been agreed to) and requests for extra furniture, removal of furniture, appliances or redecorations will not be considered after the tenancy is entered into.

Payment of Rent

The tenancy rent is payable monthly in advance on the same date each month, unless notified that another arrangement will be made. Before signing the tenancy agreement, the tenant will be required to sign a standing order mandate for the payment of the tenancy rent, either in favour of Saffron where we are instructed to collect the monthly rent on the landlord's behalf, or direct to the landlord. Where joint tenants exist, a lead tenant will be appointed by Saffron to set up the standing order mandate for the full tenancy rent and bank details will be required prior to signing of the tenancy. Several standing order mandates for one tenancy will not be acceptable, neither will the payment of cash or personal cheques in payment for rent. Delayed rent payment causes us considerable extra administration and delays payment to our landlord client. Late payment of rent will result in the imposition of interest at the rate of 3% above The Bank of England's annual percentage rate for each day the rent is in arrears after 14 days.

Council Tax and Utilities

Unless notified to the contrary in writing, it is the tenant's legal responsibility to register the accounts for council tax, gas, electricity, water charges and telephone in his/her name and to pay for the same for the duration of the tenancy. Unless the proposed letting is one where Saffron will not be collecting the tenancy rent, Saffron will inform the local authority and utility providers by standard letter the transfer of the council tax and utility accounts into the name of the tenant, although it remains the legal responsibility of the tenant to ensure that this is done under the tenancy agreement. The tenant should contact British Telecom or the notified supplier for connection of his/her telephone service. The landlord does not warrant that a fixed telephone line exists in the property and all charges for connection (if levied) remain the responsibility of the tenant. The tenant is also reminded that a television licence will be required if a television is in the property and the tenant will be responsible for this cost whether or not the television belongs to the landlord. The tenant is permitted to change a utility supplier during the tenancy provided written notification and details are given to the landlord or Saffron prior to the transfer of service, including the name and address of the new utility supplier and the name on the account and account number.

Insurance

It is the tenant's responsibility to insure their own belongings during the tenancy.

Alarms

The tenant will be responsible for maintaining any smoke alarm including the replacement of batteries during the tenancy.

Where the property is protected by a burglar alarm using a security code, the tenant may not change the security code without the express written consent of the landlord or agent and the changed code must be immediately notified.

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Maintenance and Repairs

Tenants have a legal obligation to bring any disrepair, damage or defect in the property to the attention of the landlord or agent. You will be provided with relevant contact details and in the case of emergency or out of hours repairs. Where Saffron is instructed to manage the property, any disrepair reported will be dealt with by our maintenance contractors on a priority basis depending on the nature of the fault or repair required. Certain repairs of a minor nature are the responsibility of the tenant including the replacement of all electric bulbs, fluorescent tubes, fuses, batteries (including battery operated smoke alarms and carbon monoxide detectors), shower heads and other consumable items in appliances and fittings on the property. Contractors may require direct access to the property and the tenant will be required to provide access where keys cannot be collected from our offices.

Gas Appliances

Gas safety regulations apply to both landlords and tenants in rented property. Any brown or sooty build up on any gas appliance, or gas escape should be reported immediately to the agent and National Grid Gas; emergency gas service tel 0800 111 999. You must not block any ventilators installed in the property for the correct operation of the gas appliance. You will also be required to allow entry with reasonable notice for a Gas Safe registered engineer to carry out an annual gas safety inspection.

Inspections

Where Saffron is instructed to manage the property, periodic inspections will be carried out with reasonable notice.

Subletting

The tenant agrees that by entering into a private residential tenancy, the tenant will not sublet the property or advertise the property in any way including but not limited to internet based, social media or messaging websites or take in paying guests or lodgers without the prior consent in writing of the landlord. Where it is discovered that the tenant has breached the tenancy agreement in this way, the tenant will be served notice in writing to immediately desist or risk legal action for damages and recovery of possession by the landlord.

Breach of Tenancy

Where we are required to write to the tenant regarding a breach of the tenancy (other than rent arrears), depending on the nature of the breach, a formal request will be required from the tenant to provide a written undertaking that the breach will not be repeated.

Early Termination / Surrender of the Tenancy

The tenancy agreement is a legal and binding contract for the fixed term that has been agreed between the parties. The tenancy cannot be legally terminated before the fixed term ends unless there is an option to break clause (contained in the tenancy agreement as a special condition) agreed between the parties. The tenancy agreement can then be terminated in accordance with the option to break. Without the option to break clause, the tenant is liable to pay the tenancy rent for the duration of the contract. Where however, due to unforeseen circumstances, the tenant requires to terminate the tenancy before the expiry date (or before the date allowed for termination under an option to break clause), then subject to the consent of the landlord and subject to the property being re let, the tenant will be invited to surrender the existing tenancy on the date immediately before the start date of the new tenancy (this may not be the same date that the tenant physically moves out of the property). The tenant will be liable to pay the tenancy rent up to the start date of the new tenancy (the surrender date) plus the landlord's financial loss in allowing the tenant to terminate the tenancy early. Where the tenant has vacated the property earlier than the start date of the new tenancy, the tenant continues to remain liable for all rent, council tax and utility charges on the property until the surrender date or the termination date of the original tenancy, whichever is the sooner. If the tenant fails to vacate the property on the date agreed in the case of surrender, or otherwise fails to meet the obligations of the agreement, then Saffron reserves the right to cover losses and other costs to the landlord by making reasonable deductions from the tenancy deposit following the end of the tenancy..

Change of Tenant (not applicable to corporate tenancies) or variation of Tenancy

Where the tenant consists of more than one individual person, reasonable requests will be considered to allow for the change of a tenant during the tenancy, but this remains at the discretion of the landlord. This will be carried out by surrendering the existing tenancy and the grant of a new tenancy. This will only be acceptable where not less than six months remain on the tenancy at the time of surrender.. The incoming person will be required to provide references and the tenancy deposit will remain intact under the deposit protection scheme previously notified and a new tenancy deposit protection certificate issued for the replacement tenancy.. It will be incumbent on the outgoing tenant to seek reimbursement of his/her share of the tenancy deposit from the incoming tenant and verification of payment will be required prior to the signing of the replacement tenancy, otherwise it will not proceed. No warranty will be made as to the condition of the property and contents as applied to the inventory at the time of the grant of a new tenancy and the incoming person will be required to sign confirmation that the original inventory is accepted. Where the outgoing tenant is the nominated lead tenant, a new lead tenant under the replacement tenancy will need to be nominated. The charge for all variations of the tenancy is £50.00 inc VAT.

Renewal of Tenancy

Approximately eight weeks before the expiry date of the tenancy, Saffron will contact the tenant asking the tenant’s intentions at the end of the tenancy; whether he wishes to vacate or renew. If the tenant does not notify Saffron within 5 weeks of the expiry date, Saffron will assume that the property will be vacated on or before the termination date. In this case or where the tenant has expressly stated his intention to vacate, a standard check out procedure letter will be posted to the tenant explaining the procedures for vacating and the return of the tenancy deposit. If the tenant has indicated his requirement to renew the tenancy for a further fixed term, the tenant will be notified of the terms of the renewal. If the tenant agrees, renewal documentation will be prepared for signature before the termination date of the current tenancy agreement. The tenant will be expected to sign the renewal tenancy within four weeks before the date of termination. Should the tenant subsequently change his mind after agreeing a renewal, Saffron reserves the right to indemnify the landlord from the tenancy deposit at the end of the tenancy to cover the landlord’s loss of opportunity by not marketing the property at the earliest date. The tenant will not pay any fees for renewing the tenancy.

Extension of Tenancy

In limited circumstances, the tenant may be allowed to extend the tenancy by holding over after the original fixed term has expired. This will depend on the time of year and generally, will not be agreed to during the months of June to October. Where the tenant has been allowed to hold over, it will be on a month to month basis under a periodic tenancy on terms agreed. Under a periodic tenancy, the tenant will be expected to serve one month’s notice in writing of his intention to terminate the tenancy ending at the end of a rental period, ie the day before the usual rent due date. The tenant will not pay any fees for extending the tenancy.

Complaints Procedure

Should you have a complaint about the service received from Saffron and you are unable to resolve the matter with the negotiator with whom you have been dealing, you should put your concerns in writing to the department manager. The complaint will be acknowledged within 3 working days of receipt and an investigation undertaken. A formal written response will be issued within 15 working days. If you remain dissatisfied, you should write to the director and the same time limits will apply. Following investigation, a final view in writing will be issued which may include an offer. This statement will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

Amendments

Saffron reserves the right to amend the Terms and Conditions of Letting and / or Fees to Tenants on providing reasonable notice

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