



**LLOYDS**  
**RESIDENTIAL**

### **TENANT GUIDANCE NOTES**

The purpose of this document is to clearly explain, **before we accept any money from you**, precisely, what is required should you wish to rent a property through us, together with a breakdown of our fees and procedures. If you have already paid a preliminary deposit to us on this property, that deposit will be returned to you in full if you subsequently decline to sign acceptance of the following terms and conditions. You are under no obligation to sign this document; however, your tenancy application will not be processed until you do so.

**TO AVOID ANY SUBSEQUENT MISUNDERSTANDINGS**, please read this entire document carefully and ask for an explanation if there is anything you do not understand. We will accept no claims from you in respect of changes or additions to the contents of this document after you have signed it, whether allegedly promised or implied, by any of our personnel, unless written confirmation from us to such effect can be produced. Neither will we accept any responsibility for any inconvenience or financial loss you may incur should you fail to read or comply with the contents of these guide notes.

The “Terms and Conditions” section, constitutes an agreement between the Tenant and Lloyds Residential Property Services Limited (except for Breakdown of Monies Required to Move In, wherein the figures inserted for “First Month’s Rent” and “Deposit” are strictly subject to contract).

### **LETTING DETAILS – STRICTLY SUBJECT TO CONTRACT**

Property Address \_\_\_\_\_

Tenants \_\_\_\_\_

Appointed Representative \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Rent £ \_\_\_\_\_ p/w £ \_\_\_\_\_ P.C.M.

Term of initial Agreement \_\_\_\_\_

Proposed Move In Date \_\_\_\_\_

Rent Due Date \_\_\_\_\_

Specifically required by the Tenant as a condition of entering into a tenancy on this property. The tenancy if agreed will be based on the following requirements, if any. Subsequent requests will not be accepted as conditional to the tenancy.

\_\_\_\_\_

---

## TERMS AND CONDITIONS

### Monies required prior to taking occupation

First month's rent:	£
Deposit:	£
Contract Fees:	£
Administration Fees and Other Monies	£
Less preliminary deposit received	£
Balance to pay	£

### IMPORTANT NOTICE

Should the letting not proceed at our request, unfavourable references exempted, your administration fee will be refunded to you (subject to a minimum charge of £20 plus VAT per application). However, if you decide not to proceed with the tenancy the charge and one month's rent as deposit will not be refunded. Any monies returned by Lloyds Residential Property Services will be by way of company cheque.

### BALANCE OF MONIES DUE MAY ONLY BE PAID AS FOLLOWS

Following acceptance of your offer we will require you to pay the balance of the first month's rent within 5 working days.

### Payment Methods.

By internet bank transfer to the following details. **Lloyds Residential, Lloyds Bank, Account Nos 00252752 Sort Code 30-99-08.**

Credit or debit card payments are accepted but are subject to a processing charge of 3%.

Cash payments will be subject to a handling charge of £30.00. We do not like accepting large sums of cash as it is a security risk as well as additional costs charged to us as a business banking large sums of cash.

### ALSO REQUIRED FROM YOU BEFORE ACCESS CAN BE GRANTED

1. A signed **Standing Order Mandate** (only if rent is to be paid to us) (unless our client requests otherwise).
2. Satisfactory references; unless otherwise confirmed in writing these normally comprise:  
A Home Let "acceptable" reference report and /or a Home Let "acceptable with suitable guarantor reference report, accompanied with proof of Income, Photo Id and Current Address (i.e. recent utility bill gas, electric Council Tax etc.)
3. Tenancy Agreement signed by **ALL** Tenants.

If you cannot provide satisfactory references within the required time frame or you fail to comply with any points 1 – 3 set out above; your preliminary deposit may be forfeit. It is YOUR responsibility NOT that of Lloyds Residential Property Services Limited to ensure ALL the above conditions are met.

### **Arrangements of Access on Moving Day**

A specific appointment will be made with you for “Check In” and/or collecting keys (depending on our clients instructions) and to deal with any outstanding matters. If you are late we may need to make another appointment and we may be unable to grant access until the following working day. In this respect we can accept no responsibility for any costs incurred or inconvenience caused to you as a result of such a delay. Should you wish to rearrange a “Check In” appointment, please ensure you advise us at least 48 hours earlier.

### **REQUIRED FROM THE LANDLORD BEFORE ACCESS CAN BE GRANTED**

Signed Tenancy Agreement

Proof of Compliance with Statutory Legislation (details set out below)

### **STATUTORY SAFETY LEGISLATION**

#### **WE ARE REQUIRED BY LAW TO COMPLY WITH CURRENT GAS, ELECTRIC AND FURNITURE, SAFETY LEGISLATION.**

Unfortunately, some Landlords for whom we have not previously acted, are reluctant to allow us to carry out the required safety checks before we introduce a tenant. If this is the case, we will now be requesting funds from the Landlord and will arrange for these checks to be undertaken as soon as funds are received. Should remedial work subsequently be required we cannot allow access until that work has been completed and it may therefore, be necessary to delay the date of occupation. This is beyond our control and we can accept no responsibility for any financial loss and/or inconvenience caused as a result.

**You must therefore, stay in regular contact with us to check if access can be granted on the proposed moving date.**

IT IS AGAINST THE LAW for you to purchase any non-compliant furniture that is currently in the property from the Landlord and to continue to use and keep such furniture in the property during the course of the tenancy.

#### **Appointing a Spokesperson**

If more than two persons are entering into the tenancy, a spokesperson must be appointed. All correspondence and communication from us will be only with the spokesperson whom, will act on behalf of all Tenants. We will not contact every tenant.

#### **The Deposit**

This is held as security against damages, rent arrears and any other breaches of the tenancy agreement. IMPORTANT: This money belongs to the tenant and must be held in a separate client account for the duration of the tenancy. When instructed by the Landlord, Lloyds Residential Property Services will hold the deposit in a separate clients account in accordance with the terms and conditions of [mydeposits.co.uk](http://mydeposits.co.uk). The terms and conditions and ADR rules governing the protection of the deposit including the repayment process can be found at [www.mydeposits.com](http://www.mydeposits.com). In all other cases The Landlord will hold the deposit and must ensure that it is held within a Deposit Protection Scheme and must inform the tenant in writing within fourteen days of the commencement of the tenancy as to which scheme the deposit is held and provide to the tenant the terms and conditions of the scheme including the repayment process. Details of various schemes can be found at [www.depositprotection.com](http://www.depositprotection.com) for custodial schemes or [www.mydeposits.co.uk](http://www.mydeposits.co.uk) for insurance based schemes.

In some cases where our introductory commission to the Landlord is greater than the value of the first month’s rent you have paid, you hereby authorise us to deduct the excess from the total monies we receive from you before you take occupation; such monies include your deposit.

BY LAW your Landlord must ensure your FULL deposit (less any legitimate deductions made in accordance with the terms of the tenancy agreement and this document) is held in a separate account or in any event separately from his/her own funds.

### **Contract Extensions/Continuations**

Approximately two months before the expiry of your tenancy agreement we will either write to you or telephone you asking if you will be leaving at the end of the agreement or if you would like to continue the tenancy for a further period (unless instructed otherwise by your Landlord).

Irrespective of whether you pay your rent to us or directly to your Landlord you hereby agree to provide such written confirmation to us as and when requested.

You also hereby agree to allow us to inspect the premises, if you are vacating, at the point where you are ready to hand back the keys either to us or your landlord. This appointment must be within standard office hours Monday to Saturday. Please note we do not open on Sundays. If you fail to make an appointment or are not present at the appointment you agree that we may withhold your deposit until sufficient evidence is provided confirming you have actually vacated the property.

A renewal contract fee of £200 plus VAT will be levied as a contribution towards the cost of preparing a new Tenancy Agreement.

### **Check Out Contribution**

If your landlord has an inventory and/or check in report arranged when you take occupation of the property it will be necessary to arrange a check out when you vacate. You hereby agree to pay a check out contribution fee which you agree and authorise Lloyds Residential Property Services Ltd. or your landlord to deduct from your deposit.

### **Utilities/Council Tax**

It is **YOUR** responsibility to arrange for the transfer of utilities into your own name(s) and to register for Council Tax.

UTILITY COMPANIES USUALLY REQUIRE AT LEAST THREE DAYS NOTICE TO CONNECT.

### **Advertising Boards**

These are our property and are erected with the full agreement of the Landlord. It is a condition of your tenancy agreement that they are not to be removed. You will be charged £25.00 plus VAT in the event of our advertising board being removed.

### **CHANGES TO TENANCY AGREEMENT**

Should you wish to make changes to your tenancy agreement once it is signed and you have moved in eg remove a tenant, add a tenant or change a tenants name on the contract, all tenants to be named on the new agreement will have to be re-referenced and the following charges will apply: £100 plus vat per name on the contract for referencing and our administration fee for dealing with the process of £250 plus vat. These charges are NOT negotiable and we would remind you that should the above changes need to be made it will be your decision as tenants or your change of circumstances as tenants that will have brought the above charges about. It will not be Lloyds Residential or your landlords request that any changes be made. Therefore we will only begin to process any changes once all the above fees are paid in full. The best way to avoid any of the above charges is to not make any changes to agreement during your tenancy.

### **THIS SECTION ONLY APPLIES IF YOU WILL BE PAYING RENT DIRECT TO LLOYDS RESIDENTIAL PROPERTY SERVICES LIMITED**

#### **Payment of Rent**

#### **RENT MUST BE PAID BY SINGLE STANDING ORDER PAYMENT, EACH MONTH.**

Due to the extra processing time involved, individual rent payments by any other method will be subject to an administration charge of £10 for each payment.

You must ensure that there are sufficient cleared funds in your Bank/Building Society account to meet the monthly rental payments FIVE DAYS BEFORE THE RENT DUE DATE. It takes up to five days (allowing for weekends and Bank Holidays) for funds transferred from your Bank/Building Society to reach our Client Account. As a result, the Standing Order Mandate we will ask you to sign, instructs your Bank/Building Society to forward payment five days before the Rent Due Date. If you are unable to cover the rent payment by the required date, please advise us before the commencement of the Tenancy. It may be possible at this stage to amend the Rent Due Date.

**Late Rent Payment**

It is YOUR contractual responsibility to ensure your rent is CLEARED through our Client Account by the rent due date. Late Rent Payment causes considerable difficulty as many Landlords rely on rental income to service mortgage payments. As a result we operate a strict procedure, which involves levying administration charges should your rent be received late. The Tenancy Agreement also allows your Landlord to charge interest on arrears. We do not send rent demands to remind you your rent is due as this day is stated on the Tenancy Agreement.

Rent payments made by cheque which fail to clear within three days of the rent due date will be deemed to be late and an administration charge of £30 plus VAT will be levied.

**It is our policy to recommend legal action to Landlords should your rent be more than fourteen days late.**

**Late Rent Payment Charges and Procedure**

From three days after your rent is due a first rent reminder will be sent and a charge levied of £30 plus VAT.

Further reminders may follow thereafter and will be charged at the same rate.

**Avoiding these charges**

Ensure the details on the Standing Order Mandate you sign are correct and check with your Bank or Building Society that they have received the mandate in time for your first rent payment to be made.

Ensure there are sufficient cleared funds in your Bank/Building Society account to meet the monthly rental payment FIVE DAYS BEFORE THE RENT DUE DATE.

**Referred Payments**

An administration fee of £50 plus VAT will be made for referred (bounced) standing order/cheque payments.

**Unpaid Charges**

Any administration charges remaining unpaid for more than one month will be subject to an additional charge of £10 plus VAT for each month outstanding and you hereby authorise us to deduct any unpaid administration charges from your damage deposit

<b><u>Declaration</u></b>		
I/We hereby grant authority to Lloyds Residential Property Services Ltd to carry out a search of my/our name/s for the purposes of referencing as well as determining my/our place of residency before and after the expiry of my/our tenancy.		
I/We confirm that I/we have read and fully understood all of the above terms prior to leaving a Preliminary Deposit with Lloyds Residential Property Services Limited and agree to be bound by them.		
I/We confirm that I/we have received a copy of this document and the tenants' information sheet.		
<u>Name of Tenant(s)</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Where there is more than one tenant but not all are present on the date this document is signed the above person(s) signs on behalf of all the tenants.		