



TOUCHSTONE

Residential Lettings

We have set out below the terms and conditions applicable when a property is rented from Touchstone.

Please note if you are a Housing Benefit claimant at any time during the tenancy, then the HB section of this leaflet will apply. All of these terms are applicable if Touchstone is managing the property. Where we are retained by the Landlord only to find a tenant or to find a tenant and collect the rent during the tenancy, items concerning the ongoing management of the property/tenancy will not apply. Please read these terms carefully as all tenants and Guarantor(s) must then sign the declaration on the last page and return one copy with your application form and, if applicable, Guarantor Agreement. Please note that all applications are accepted only on a strict Subject to Contract basis.

Reserving a property and referencing

1. To reserve a property you have viewed a reservation fee must be paid when you submit your application forms to cover the costs of your references and the preparation of your legal documents, this fee will be confirmed to you by your local agent. We must continue advertising and showing the property to other prospective tenants but will only accept and process one formal application at a time. The property will be held for you until the process is complete.
2. Please complete any application forms issued to you and pay the reservation fee as quickly as possible. Tenants can only be checked into a property when all fees have been paid and this applies even if satisfactory references have been received (see clauses 9 and 10 below). On the date of checking into the property the long term deposit (see clause 6 below) must be paid in cash or by Building Society counter cheque or by Banker's Draft. Personal cheques can only be accepted if received 10 working days prior to your tenancy commencement.
3. Once the reservation fee is received and application forms have been fully completed by all applicants over the age of 18 who wish to take up residence in the property (and are thus likely to be parties to the eventual Tenancy Agreement) we will apply for your references. This process, which will include full credit referencing, is carried out by a professional and independent referencing company which is fully registered under and compliant with all relevant legislation including The Consumer Credit Act 1974 and The Data Protection Act 1998, Please note a further fee may be charged for each applicant and / or guarantor that has to be referenced in addition to the proposed first named tenant. This fee will be confirmed to you by your local agent.
4. We reserve the right, without explanation and at any time, to refuse you a tenancy of certain or all of the properties on our books. Our decision will be final and binding, and because of the requirements of The Data Protection Act 1998 we cannot enter into any discussions or explanations on any such decision. Your reservation fee will be refunded to you by cheque within two weeks of such decision subject to the following possible deductions:-

- i. If you decide for whatever reason not to proceed with the tenancy before references have been applied for and / or the tenancy agreements have not been drawn up, there may be an administrative charge made which will be confirmed to you by your local agent.
 - ii. If the result of the referencing is a declined application for whatever reason an administrative fee will be charged. Please note that this also applies to any guarantor references, and the charge will be made even if it transpires that the applicant had no prior knowledge themselves of any information that may adversely affect their application. The exact fee will be confirmed to you by your local agent.
 - iii. If you decide, for whatever reason, not to proceed with the tenancy after references have been applied for and or tenancy agreements have been drawn up, there will be an administrative charge, the amount of which will be confirmed to you by your local agent.
5. All fees and payments due to Touchstone (rent exempt) will carry VAT at the rate applicable on whatever date they are raised.

Deposits

6. When you take up your tenancy you will be required to pay a deposit. This is held by Touchstone for the duration of the tenancy and, at the termination of the tenancy, will be used for the rectification of any breaches of your obligations under the agreement.
7. Where a Landlord agrees that a pet is acceptable at the property then an additional and separate security bond of £100.00 for each cat or dog may be payable. Note any net amount returnable from this additional security bond will almost certainly not be returned for up to 6 weeks after vacating. Please note the amount of your bond will need to be increased by these amounts should your Landlord agree that you may keep a cat or a dog at the property at any time after the tenancy has commenced.

Moving in

8. Appointments to move into the property can only take place during office hours.
9. On the day of moving into your property you will need to bring further monies to cover all fees, the dilapidations bond and between 2 and 6 weeks rent depending on the exact tenancy commencement date. Our staff will confirm to you the exact amount payable by you. **These monies MUST be paid in cash, Building Society counter cheque or by Bankers draft** - personal cheques will only be acceptable if received at least 10 working days before your move-in date.

Please note that in order to avoid embarrassment and additional costs **under no circumstances will tenants be checked into a property unless and until:** -

- i. All necessary fees and payments have been made in full and by way of cleared funds
 - ii. All tenants are able to sign the necessary legal documentation before the legal commencement of the tenancy i.e. taking up authorised occupancy.
 - iii. In the case of a Housing Benefit applicant (see additional clauses below) we are satisfied that all necessary application forms etc. needed by the Housing Benefit office have been completed by the applicants and submitted to the Benefit Office who you should ask to give you a receipt.
10. The check-in will either take place at the property where the inventory will also be agreed or at

our offices in which case tenants then 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 attention is needed to them. One set of keys will be handed over and if you require extra keys this must be advised, they will be cut at your expense and must be handed back to Touchstone when you vacate the property.

Rental payments

11. Rental payment dates will always be the 1st monthly in advance. Rents must always be paid by standing order, a form for this purpose will be issued to you at the check-in and this must be completed and returned to our representative at that time.

Tenancy agreement

12. Tenancy Agreements 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 is to happen 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 which will be advised to you by your local agent. This process will be repeated every time a new tenancy agreement is offered to you.
13. If for any reason you vacate your property before the fixed term end date, whether with or without your Landlord's consent, you will be liable for the rental payments to the end of the fixed term. You will also be liable for any out of pocket expenses borne by Touchstone as a result of the property needing to be re-let prematurely and this figure will be quoted to you at the time by your local agent.

Moving out

14. When you vacate a property if any monies are outstanding these must be paid before a checkout appointment can be made. A Touchstone representative will then attend the property with you to deal with the check out, agree the inventory and discuss any deductions to be made in respect of undue wear and tear, cleaning etc. All keys must be handed over at this time, otherwise rent continues to be payable until all keys have been received by us. The net amount refundable from the original deposit will always be returned by cheque and will be sent to the extenant's forwarding address, which must have been provided in writing at or prior to the check out. Deposits cannot be returned unless a forwarding address has been given. You can normally expect the return of the balance due from original dilapidation bond within approximately 21 days of you vacating the property.

Utilities and insurance

15. Unless otherwise agreed and confirmed by Touchstone in writing before the tenancy commences, tenants are liable for all payments in respect of gas, electricity, water, telephone, cable services and any other utilities and supplies to the property. Additionally, by law, tenants MUST register for Council Tax.
16. I/we confirm that I/we have also been offered and advised on the provisions of a Tenant Contents policy (call Rentguard for a quote 0870 165 1099) and that if I/we have not taken out such a policy it is only because I/we already have adequate cover in place and have been advised by my/our existing insurer that it is not prejudiced in any way by my/our now renting a property as

tenants. I/we therefore accept full responsibility for any future public liability claim made against me/us and which for any reason may not be fully met by my/our existing insurer.

17. Touchstone is an Appointed Representative of LETsure who is authorised and regulated by the Financial Services Authority. LETsure's FSA registration number is 313817. LETsure insurance policies are underwritten by a limited range of Insurers, a full list of which is available upon request.

Stamp duty

18. Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £125,000 then under revised regulations introduced on 1.12.03 the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. If the tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £125,000 figure then they are strongly recommended to seek specialist professional advice and to visit the Inland Revenue Stamp Office website at <http://www.inlandrevenue.gov.uk/so>

Housing benefit applications

19. As well as completing forms for us you must also fill in and submit your Housing Benefit application form, several sections of which we will need to complete with you. This must be done as quickly as possible as a Pre Tenancy Determination (PTD) will be needed from the Rent Officer without which your Housing Benefit entitlement cannot be calculated. The PTD process will give you a much clearer idea of your likely benefit entitlement and whether there will be any shortfall compared to your monthly rent. If there is then this must be made good either by yourself or your Guarantor as rents must always be paid in full as per the rent due in the tenancy agreement.

Guarantors

20. As a Housing Benefit applicant you will be expected to provide a Guarantor who can stand surety in case of any breach of the tenancy agreement. We will give you a Guarantee Agreement for your Guarantor to complete and have witnessed plus a covering letter, which will explain their commitment to them. Note that an additional referencing fee is payable for the Guarantor to be referenced (the exact amount to be confirmed by your local agent) and that you must submit the completed Guarantee to us at the same time as your own application form. If you do not, and the Guarantor has not been fully referenced by your proposed moving in date, then unfortunately your tenancy commencement will have to be delayed.

Rent Payments

21. Housing Benefit payments are often delayed and paid monthly in arrears, This means that when you move into a property you must be in a position to pay the first rental payment as advised to you by our representative. Please note you will need to make this payment IN CASH or by Building Society counter cheque or by Banker's Draft on the day you move into the property, and that your making this first payment means at the end of the tenancy period there may eventually be a refund due to you. Any overpayment will be refunded to you after you have vacated along with the net balance of your deposit.
22. The following deductions also apply to Housing Benefit applicants as well as those listed under clause (5) above:-
 - i. If after submitting your Housing Benefit form your application for Housing Benefit is refused, or there will be too great a shortfall to enable you to take up the tenancy, there will be an administrative charge before references have been applied for, the exact fee will be confirmed by your local agent. If this situation arises after references have been applied for, and / or the tenancy documentation has been prepared, a higher charge will be made and will again be confirmed by your local agent.

ii. In Housing Benefit tenant cases a Guarantor always has to be provided by the applicant. If the tenancy subsequently fails to proceed because of any action or lack of suitable references etc on the Guarantor provided by the tenant, then the same charges and deductions will be made as if it had been the tenant that had caused the tenancy not to proceed.

Declaration

I/We have read and understand the terms and conditions of renting a property through Touchstone and I/we agree to comply with them at all times if a tenancy is granted to me/us. I/we have also been provided with a separate tariff of fees and charges in connection with any proposed tenancy. I/we further confirm I/we understand that as part their duties the Agent may, from time to time, be required to release any forwarding address to utility companies and other interested parties once any tenancy granted has come to an end.

SIGNED: DATE:
(All of joint tenants to sign)

PRINT NAME(S):

SIGNED: DATE:
(All of any Guarantors to sign)

PRINT NAME(S):