

Welcome to Lines & James

Please take a minute to read our Guide to Renting. If you have paid a holding fee on a property, the *Pre Tenancy Form* (page 7) must be filled in and returned to Lines & James as an acknowledgement of receipt of this guide and agreement to the terms & condition therein.

The form can also be filled in online by visiting linesandjames.com/pre-tenancy-form

Prior to Tenancy

Charges

If you proceed with a tenancy with Lines & James, the start up costs are as detailed on page 4.

Holding Fee

A holding fee of one weeks rent is required to enable us to take the property off the market and proceed with the referencing process. This money will be offset against the total amount due at the commencement of the tenancy. This holding fee is not refundable if you fail the Right to Rent checks, give false or misleading information or you simply change your mind about entering into the tenancy. **The holding fee does not constitute a tenancy or offer a tenancy but it is required as proof of the prospective Tenants serious intention to proceed.**

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period might be agreed.

Right to Rent

Under the Immigration Act 2014, we are now required to carry out immigration checks on all prospective occupiers over the age of 18. This will mean you are required to visit the office at the same time as paying the holding fee with original documentation as per the list found on page 6 of this guide.

Security Deposit

The Tenants' deposit is held by Lines & James, a member of the Tenancy Deposit Scheme as stakeholder and administered by The Dispute Service Ltd, whose contact details are as follows:

Address: **Tenancy Deposit Scheme, 1 Progression Centre, 42 Mark Road, Hemel Hempstead HP2 7DW**
Tel. No: **0300 037 1000** Email: deposits@tenancydepositscheme.com

The deposit may not be used for payment of rent or any other charges during the terms of the tenancy. The deposit is held against any damage to the property, its fixtures and fittings and any missing items. Lines & James cannot release the deposit until both the Landlord and Tenants have jointly agreed any apportionment. The deposit will be equal to five weeks rent (i.e. for a rent of £1000.00, the security deposit required would be £1153.84). When a tenancy comes to an end and there is no disagreement, the security deposit will be returned in full. However, in the event of disagreement which cannot be resolved by both parties this will be escalated to The Tenancy Deposit Scheme for their adjudication. The Tenancy Deposit Scheme has been developed to ensure that the deposit is held and protected and that any disputes concerning its return are resolved impartially by the Independent Complaints Examiner (ICE). Further reference to the Tenancy Deposit Scheme is included in our tenancy agreement.

'Stakeholder' means the agent will hold the deposit for the duration of the tenancy in accordance with the rules of the tenancy deposit scheme. No interest is payable to either party.

The Tenancy Deposit Scheme require a contact address to be incorporated into the tenancy agreement where tenants may be contacted on termination of their tenancy, this may be a relative, friend or other person.

The Tenants must advise Lines & James if the security deposit is not being paid in full by themselves.

Payment Of The Security Deposit

A "relevant person" is any other person, company or organisation who, in accordance with arrangements made with the Tenants, paid the deposit on behalf of the Tenants (e.g. the local authority, employer, parent or guarantor). Lines & James are required to establish during the application process whether a deposit has, or will be, paid by someone other than the Tenants, this should be reflected in the Prescribed Information and the clauses in the Tenancy Agreement. A relevant party will be sent a copy of the tenancy deposit protection certificate, the Prescribed Information together with a copy of the "What is the tenancy deposit scheme?" leaflet. If a relevant person is paying part or all of the deposit we will require their full name, address, email, contact number and amount of deposit paid.

Identification

In order to complete your application successfully Lines & James require proof of residency at your current address (in the form of a utility bill which is no more than 3 months old). Please e-mail, post or hand these into the office so that our staff can make copies.

References

Once the initial terms have been agreed between the Landlord and the prospective Tenants, you must complete an on-line reference form which should be submitted as soon as possible.

Guarantor

If a Guarantor is required a reference form will need to be completed and Guarantor agreement signed.

Utilities

Lines & James will contact the council tax authority and utility companies to transfer the account into the Tenants' name(s) from the commencement of the tenancy and will close the Tenants account on termination of the tenancy. Lines & James do not accept responsibility for any errors and recommend that Tenants confirm the details directly with utility suppliers.

If the property has a water meter, the Tenants must inform Southern Water at least 5 days in advance of the end of the tenancy. If sufficient notice is not received by Southern Water they may take up to 28 days to read the meter and you will be charged for the extra period.

Lines & James will not contact any telephone service provider. You should note that there may be additional charges for reconnecting or reactivating the telephone landline and broadband connection for which you are responsible.

Moving In

The property is let as seen at the time of viewing and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into.

During the Tenancy

Payment of Rent

Lines & James require the payment of the pre-tenancy invoice at least 24 hours before the tenancy start date. Our preferred payment method is by **debit or credit card**. Payment can also be made by **bank transfer or online using our website www.linesandjames.com**

Lines & James cannot release the keys to the property unless the cleared funds and the signed tenancy agreement have been received.

Please Note: Lines & James are **unable** to accept payment in cash or personal cheque.

Payment of rent is as follows:

1. The rent is payable monthly in advance by **standing order mandate** (Lines & James do not operate a Direct Debit system). The rent will leave your account **3 days** before it is due to enable it to reach our account on the due date. Standing Orders are your responsibility and cannot be amended by Lines & James Limited.

2. The payment date is normally the same day of the month that the tenancy agreement started. This can be adjusted at the commencement of the tenancy with the Landlords approval. Any adjustment during the tenancy will also require the Landlords approval and incur an administration charge of £25.00 (incl. VAT).

Please Note: If your rent has been outstanding for 14 calendar days or more since the full rent was due, as set out in the tenancy agreement, we reserve the right to charge 3% above the Bank of England Base Rate in interest on the late payment of rent for each day that the payment is outstanding.

Inventory

At the commencement of the tenancy an independent inventory clerk carries out a check-in inventory where all areas of the property are itemised together with their condition. You will be expected to attend the check-in and check-out and an updated copy of the inventory will be provided. Lines & James require that you forward any inventory queries or adjustments to us in writing within 10 days of the check-in. Please note that the Tenant is held responsible for any differences in the condition of the property and the contents at the termination of the tenancy, taking into account fair wear and tear.

Insurance

Tenants are advised to obtain appropriate contents insurance for their own possessions as this will not be covered under the Landlord's insurance. Tenants may also consider Accidental cover for the Landlord's fixtures and fittings.

Our Responsibility

Lines & James act as managing agent for the majority of our Landlords, if the Landlord manages the property himself you will be advised accordingly.

- If you find yourself locked-out outside our office hours you can call Adrian Elliott the Locksmith on 01403 261466 or 07736 441717. (**You will be responsible for his charges**).
- If the Tenant loses the keys or other security devices to the property, the cost of replacement will be the Tenants responsibility.
- If you lock yourself out of the property and you require Lines & James to bring keys out to you, there will be a charge of £18.00 (incl. VAT).

Upkeep of the Property

Pets / Smoking / Burning Candles

All tenancy agreements include a clause which prohibits smoking inside the property and the keeping of any pets. Permission to keep a pet will only be allowed with the Landlord's written consent. Burning candles is prohibited in all our properties.

Garden

Gardens are the responsibility of the Tenants and should be maintained to a similar standard as at the commencement of the tenancy.

Forwarding Mail

Where possible, mail for previous occupiers should be forwarded to Lines & James.

Frost Damage

The Tenants will be responsible for taking precautions to prevent damage caused by frost in the event of a property being left vacant during the winter months.

Inspections

All properties managed by Lines & James are initially inspected after three months and then providing everything is satisfactory inspections will be every six months thereafter. You will be informed in advance by email, SMS or letter.

Condensation

It is the Tenant's responsibility to keep the property properly ventilated in such a way that prevents the build-up of damp. Any sign of persistent damp must be reported to Lines and James.

Legionella

The Tenant shall take all possible steps to prevent the growth of Legionella by sanitizing shower heads and flushing water outlets on a regular basis. Also, on returning to the property after a period of absence (such as a holiday) the tenant should run all taps for at least 2 minutes. Please contact Lines & James for further information.

Rubbish Bins

Council issued rubbish bins must only be used for their intended purpose. Any rubbish the council does not remove due to overloading or inappropriate waste will be removed at the Tenants' cost. Payment for the non-compulsory collection of garden waste by Horsham District Council is the obligation of the Tenants.

Terms of the Tenancy

Renewal of Tenancy

Renewal of a tenancy creates a new term of either six or twelve months. Notice cannot be served until the expiration of four months when two months' notice to vacate may be given creating a minimum term of 6 months.

If you are uncertain of your ongoing circumstances, it may be possible for an existing tenancy to continue on a Statutory Periodic which means as a Periodic Tenancy the terms and conditions of a current agreement continue except for the period of notice required to vacate. Under a Periodic Tenancy the Landlord is required to provide at least two clear months' notice, such notice may expire at any time during a rental period. Should the Tenants require to terminate their tenancy they are required to serve one clear months' notice, such notice to expire at the end of a rental period. This option can only be offered with the Landlord's consent.

Change in Tenancy

A change in the tenancy can only be made with the Landlord's permission. A charge of £50.00 (incl. VAT) will be payable. A new agreement creates a new term of six or twelve months. Notice cannot be given until the expiration of four months when, two months' notice to vacate may be given creating a minimum term of 6 months.

Early Release from Tenancy

Early release may be possible subject to the Landlord's agreement. A charge will be incurred for an early termination, for more details please contact the office.

Termination of Tenancy

Prior to the end of your tenancy, you will be contacted by the independent inventory clerk to arrange a mutually convenient time for your check out. Full details of the procedure of vacating the property will be supplied in writing on termination of your tenancy.

Customer Complaints Procedure

As a member of the National Approved Letting Scheme, Lines & James aim to provide the highest standards of service to all landlords and tenants, but to ensure that your interests are safeguarded, Lines & James offer the following complaints advice:

1. If you believe you have a grievance, please write in the first instance to the office manager, at the address as follows:

Lines & James, 24 Worthing Road, Horsham, West Sussex, RH12 1SL

2. The grievance will be acknowledged immediately, investigated thoroughly in accordance with the established "in-house" procedures and a reply sent to the complainant within seven working days of receipt of the letter.
3. If the complainant is dissatisfied with the result of the internal investigation, please contact Patricia James at the address above.
4. If the complainant is still not satisfied, Lines & James offers mediation between the complainant and the company.
5. If the complainant remains dissatisfied, Lines & James will provide a referral to binding arbitration in accordance with the National Approved Letting Scheme's rules as operated by the Chartered Institute of Arbitrators. A copy of these rules will be provided by us upon request.

We are a member of the property ombudsmen and follow their code of practice a copy of which can be supplied upon request. For further information we refer you to their web site www.tpos.co.uk

General Data Protection Regulations – GDPR

In line with GDPR regulations there are obligations on organisations who process personal data of individuals within the EU. To comply with these regulations, there must be a lawful basis for us to collect, process & store any personal data provided to us by you. Our Privacy Policy can be viewed on our website www.linesandjames.com. The data we hold from you is solely used to provide the services you have asked us to provide to you and is not used by us for any marketing purpose so is classified as business data not personal. Notwithstanding the above, Lines and James consider that acknowledgement of this Guide to Renting together your continued use of our services provides the lawful basis for us to use such data provided by you and extends to any future information you may supply to us.

The data provided by you that we hold includes, but is not limited to, the following:

- Name, address and contact details
- Referencing information
- Passport/Visa information
- Bank account details
- Rent payment history

We may share your information with your Landlord and with third parties either for secure data storage, legal advice or other services as may be required in the course of our business. This information is shared and processed confidentially by all parties solely for the purpose of providing you with required services. To view the Privacy Policies of any of our associated third parties, please visit their website(s). Please note that we may be asked to disclose your information without your consent if we are to comply with a legal obligation (e.g. Homelet, TDS, Home Office, TPO, ARLA)

Please Note: Lines & James cannot permit internal photographs to be taken during property viewings under any circumstances.

Right to Rent Identification Documents

Please provide either one original document from Group 1 or two original documents from Group 2:

Group 1

- A current or expired British passport;
- A current or expired European Economic Area (EEA) or Swiss passport or national identity card;
- A current or expired registration document certifying or indicating permanent residence to a non-EEA national who is a family member of an EEA or Swiss national;
- A permanent residence card issued to a non-EEA national who is a family member of an EEA or Swiss national;
- A valid biometric immigration document which has no time limit to stay in UK;
- A current or expired passport or other travel document endorsed to show that the holder is exempt from immigration control or entitled to reside in the UK with no time limit;
- A valid immigration status document containing a photograph which has no time limit to stay in UK;
- A certificate of registration or naturalisation as a British citizen.

Group 2

- A UK, Channel Islands, Isle of Man or Ireland birth or adoption certificate, which includes the name(s) of at least one of the holder's parents or adoptive parents;
- A letter issued within the last 3 months confirming the holder's name, issued by a UK government department or local authority and signed by a named official (giving their name and professional address), or signed by a British passport holder (giving their name, address and passport number), or issued by a person who employs the holder (giving their name and company address) confirming the holder's status as an employee;
- A letter from a UK police force confirming the holder is a victim of crime and personal documents have been stolen, stating the crime reference number, issued within the last 3 months;
- Evidence of the holder's previous or current service in any of HM's UK armed forces;
- A letter from HM Prison Service, the Scottish Prison Service or the Northern Ireland Prison Service confirming the holder's name, date of birth, and that they have been released from custody of that service in the past 3 months;
- Letter from a UK higher education institution confirming the holder's acceptance on a course of studies;
- A current UK driving licence;
- A current UK firearm or shotgun certificate;
- Disclosure and Barring Service certificate issued within the last 3 months;
- Benefits paperwork issued by HMRC, Local Authority or a Job Centre Plus within the last 3 months

TENANT FEES SCHEDULE



www.linesandjames.com

NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1 JUNE 2019

Holding Deposit (per tenancy)	One week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
Security Deposit (per tenancy. Rent under £50,000 per year)	Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Security Deposit (per tenancy. Rent of £50,000 or over per year)	Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Unpaid Rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
Lost Key(s) or other Security Device(s)	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).
Variation of Contract (Tenant's Request)	£50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
Change of Sharer (Tenant's Request)	£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
Early Termination (Tenant's Request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

If you any questions on our fees, please ask a member of staff.

CLIENT MONEY PROTECTION:

www.propertymark.co.uk

propertymark

INDEPENDENT REDRESS:

www.tpos.co.uk



**If repeating information within questions (such as addresses) you may write "as above"*

Pre Tenancy Form

If you have paid a holding fee, this form must be filled in as soon as possible and returned to Lines & James.
You can submit in this form online by visiting: linesandjames.com/pre-tenancy-form

Fill in the name, email, mobile number & address for all tenants over 18 who will contribute to the rent:

Tenant 1 Name:

Email: Mobile Number:

Current Address:

Tenant 2 Name:

Email: Mobile Number:

Current Address:

Tenant 3 Name:

Email: Mobile Number:

Current Address:

Will the security deposit be paid in full by yourselves, the tenants?

Yes

No, all or part of the security deposit will be paid by a third party

If you selected no, please provide the following information relating to the third party:

Name:

Email: Mobile Number:

Address:

Amount of deposit to be paid by 3rd party £

Contact address to be used at the end of tenancy (this could be care of a relative):

Tenant 1:

Tenant 2:

Tenant 3:

A Code of Practice is available on request. Please tick the following boxes to confirm all the tenants listed above acknowledge receipt and agree to the terms and conditions of the:

Tenants Guide to Renting

Energy Performance Certificate (EPC)

How To Rent Leaflet

Gas Safety Certificate

Tenant 1 Signature

Tenant 2 Signature

Tenant 3 Signature