



01392 204800

www.robertwilliams.co.uk

Robert Williams Lettings Terms of Business

Property Redress Scheme & Clients Money Protection

Robert Williams Ltd is a member of a property redress scheme which is administered by The Property Ombudsman (TPO), Registered Office – Milford House, 43 - 55 Milford Street, Salisbury, Wiltshire, SP1 2BP.

Robert Williams Ltd is a member of a Clients Money Protection (CMP) scheme which is administered by the Royal Institute of Chartered Surveyors (RICS), 12 Great George Street, London, SW1P 3AD.

Accepting a property

If you would like to rent a property that you have seen, please complete our online application form to provide us with the information that we need to assess your suitability for the property. Once the landlord has agreed to proceed with your application, we will ask you to pay a holding deposit to reserve the property. Prior to move in you also be required to pay the deposit (within 7 days of receiving the tenancy agreement) and first month's rent (in cleared funds at least 2 working days prior to the tenancy start date).

Properties are accepted on an 'as seen' basis and any issues or concerns raised will need to be dealt with prior to references being undertaken to avoid incurring any unnecessary costs. Upon accepting a property full references must be run, including credit history and 'Right to Rent' checks. References can take around seven days to complete, in some cases less time, but it can take up to an additional two to three weeks if additional information is required. Should a guarantor be needed this may also affect the time taken to complete referencing. By accepting a property you agree that your personal information can be passed to a third party company for the purpose of obtaining your credit rating and references. We use Vouch, an independent referencing agency, to collect and confirm references from you. They require the tenant(s) to earn a salary of 2.5 times the yearly rent (monthly rent x 12) on average. Other forms of income may also be considered, please contact us to discuss. If you have insufficient earnings to support the rent, you may need a guarantor, who will be liable for the rent and all of your obligations under the terms of your tenancy. A guarantor should be a homeowner, earning three times the yearly rent. Please note that all intended occupants of the property over the age of 18 will need to complete a form to be referenced, regardless of their employment status.

Holding Deposit

A holding deposit equivalent to 1 weeks' rent (rounded down to the nearest pound) will be due to be paid prior to your credit check and references being obtained.

The holding deposit will be repaid to the tenant(s) or, if the tenant(s) agrees, used to settle part of the first month's rent in the following circumstances:

- a) A tenancy agreement relating to the property is entered into prior to the deadline for agreement;
- b) The landlord decides not to enter into a tenancy agreement relating to the property; or
- c) The landlord or the tenant(s) fail to enter into a tenancy agreement relating to the property prior to the deadline for agreement and the following do not apply:
 - i) Robert Williams is prohibited by section 22 of the Immigration Act 2014 (persons disqualified by immigration status) from granting a tenancy of the property to the tenant(s) and could not reasonably have known this prior to the holding deposit being paid;

- ii) The tenant(s) provides false or misleading information to Robert Williams; or
- iii) Robert Williams takes all reasonable steps to assist the landlord to enter into a tenancy agreement before the deadline for agreement but the tenant(s) fails to take all reasonable steps to enter into a tenancy agreement before that date.

Only one holding deposit will be held for a property at any one time.

Deposit

In addition to one month's rent in advance, you will be required to pay a Deposit equivalent to five weeks' rent (rounded down to the nearest pound) within 7 days of receiving the tenancy agreement.

Additional Costs

Throughout the tenancy you are likely to incur other costs for the following services:

- Utilities (gas/oil, electricity, water, sewerage and telephone/broadband)
- Council Tax
- Television license
- Telephone/Internet
- Insurance (for your own contents)

Utilities/Council Tax

Once you have signed a Tenancy Agreement you are usually liable for the utility charges relating to that property to include gas/oil, electricity, water and sewerage plus the council tax. The utility companies and local authority will usually have been notified of your impending occupation along with appropriate meter readings. However, we would recommend that you check with the appropriate utility companies to ensure that this has been set up correctly.

Television/Telephone & Broadband Connections

Landlords cannot guarantee quality of signal or availability of signal at any let property. With regard to telephones and broadband connections, tenants will need to make their own investigations as to the availability of a suitable telephone/broadband connection at the let property and will be responsible for any connection costs.

Moving in

On the agreed moving in date you will need to make an appointment to collect the keys and complete any outstanding paperwork. The first month's rent and deposit must be paid in advance. Monies must be cleared and the Tenancy Agreement signed at least 2 days prior to the tenancy start date (unless alternative arrangements have been agreed), otherwise access to the property may not be permitted. All payments for the monthly rent must be paid by standing order and bank details will be supplied on/before your move in date. Rent will then be due on the anniversary date of the start of the tenancy.

Moving Out

In order to terminate the contract, at least one month's written notice must be given and this notice must expire at the end of a rental period i.e. the day before the rent is due. The property cannot be vacated before the end of the fixed contract unless agreed. Please contact us prior to the tenancy ending to discuss the key handover.

Inventory

When the landlord requires a schedule of condition and inventory, this will be provided to you at the commencement of the tenancy requiring you to check it, sign and return back to us within 10 days. It is important that you take care in checking the Schedule of Condition/Inventory at this stage, as it will form the basis of any claim for damages by your Landlord at the end of the tenancy.

Tenants Obligations

You should read through the obligations set out in the tenancy agreement carefully to ensure that you fully understand these. If you have any questions about these, please ask us as soon as possible.

Our Obligations

The obligations of Robert Williams will vary dependent on which of the following services we provide for the Landlord.

- Let Only (no management)
- Letting and fully managing the property

You will be notified which of the above services applies to your tenancy and provide you with details of who to contact.

We will also ensure that you are provided with a copy of the following documents prior to your tenancy commencing:

- Government How to Rent Guide – (<https://www.gov.uk/government/publications/how-to-rent>)
- Gas Safety Certificate
- Energy Performance Certificate
- Prescribed Information (in relation to your deposit)
- The deposit scheme's leaflet

Property Visits

All managed properties will be subject to regular visits. The purpose of these is to check the condition of the property and that you are conducting your tenancy in accordance with the Tenancy Agreement. The visit also provides you with an opportunity to notify of any issues or problems you are experiencing with the property.

Fees that may be payable to Robert Williams Lettings

- Replacement of lost keys (standard) – £POA
- Replacement of communal / security keys / fobs – £POA
- Interest on rent that is over 14 days late – 3% over base rate
- Payment of damages for a breach of the tenancy agreement - £POA
- Tenant's request for a variation, assignment or novation to the tenancy agreement - £50 unless additional costs are incurred
- Tenant's request for termination of the tenancy within the fixed term - £POA

General Data Protection Regulations (GDPR)

When applying for/renting a property with Robert Williams we may share your data (name, telephone number and email address) with the following data processors:

Tenants Referencing: this is undertaken with Vouch, and tenancy applicant's full contact details and date of birth will be provided. The Tenants provide their own employment information as part of completing the application form direct to Vouch. Landlord and Letting Agent information where applicable will be passed to Vouch and is accessible by Robert Williams.

Tenants: Next of kin (if required) is stored in-house and not passed to third parties, except in case of absolute emergency.

Landlord and Tenant contact details will be passed to either the Tenancy Dispute Service (TDS) or to Zero Deposit.

Landlord and Tenant contact details will be passed to Fixflo: an online maintenance portal.

When renting a property tenants contact details will routinely be shared with third party (primarily maintenance) contractors. This data sharing enables us to facilitate repairs/maintenance/check-out/cleaning/etc., as efficiently as possible. We will never share your proof of identity documentation with these third parties.

Tenants' contact details will be passed to One Utility Bill Limited ("One Utility Bill or OUB"), South West Water and the incumbent Energy Supplier to the property and the relevant Council District for the property. In this regard, the following applies:

1.1 At the start of the lease, gas and electricity will be provided, or will be in the process of being provided by an Energy Supplier, the details of this supplier information will be communicated to the tenants by One Utility Bill's customer service team via phone call and/or email. The tenants are not in a contract with their incumbent energy supplier and are free to choose any Energy Supplier option available to them.

1.2 The Tenant agrees that the letting agent may pass the Tenant's name, phone number, email address, to One Utility Bill for the purposes of;

- a. registering the gas and electricity meters at the property in the Tenant's name with the incumbent Energy Supplier providing gas and electricity to the Tenant and administering the Tenant's account with the incumbent Energy Supplier if applicable;
- b. registering the Tenant with the incumbent water supplier to the property.
- c. informing the relevant district Council, for your property, of the new tenancy commencing, if required.

The incumbent water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products. The relevant district Council may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

1.3 One Utility Bill will use the Tenant's details only for the purposes set out above and not in any other way. One Utility Bill will comply with their obligations as a data controller and data processor under the General Data Protection Regulation effective, as of the 25th May 2018 and will handle Tenant's data in the manner set out in both One Utility Bill's standard Terms and Conditions and/or Privacy Notice. They will not hold any personal details longer than is necessary and will only use it for the purposes as set out above in a lawful manner. Their Data Retention Policy is available on the One Utility Bill Website. One Utility Bill is a registered company in England and Wales | Company number 9534085 | VAT Registration number 210121590.

By agreeing to these terms of business, I/we consent for Robert Williams to share my/our personal details with One Utility Bill Ltd t/a Notify for the purpose of informing the incumbent suppliers of the changes in tenancy. I am also aware and agree that I will receive communication from One Utility Bill about who supplies Energy/Water/Council tax in the new property and about the One Utility Bill services.