



Please read and sign all pages

**AGREEMENT**  
**for letting furnished dwelling house on a Company Let or Contractual Tenancy**  
**to which the provisions for terminating the Tenancy in accordance with**  
**S146 Law of Property Act 1925 apply**

**DATE**

- PARTIES**
- 1. THE Landlord**  
**(base property specialists ltd as Agent)**
  - 2. THE Tenant(s)**
  - 3. THE Named Occupant**
  - 4. THE Guarantor**

**PROPERTY** The dwelling-house situated at and being

**TERM** A term certain of Months from

**RENT** £ per calendar month\* (subject nevertheless as hereinafter provided)

\* The period mentioned here will form the basis of any subsequent periodic Tenancy.

**PAYABLE** [in advance] by equal monthly payments on the of each month for the period commencing on the of the month. i.e. all funds should be released by Standing Order at least five days before the due date.

**Cyber Crime Alert**

Please do not rely on email notification of bank account changes without direct verbal confirmation from a trusted source.

A THE Landlord gives and the Tenant(s) takes the Property for the term at the Rent payable as above.

B THIS Agreement creates a Company Let or Contractual Tenancy and the provisions for terminating the Tenancy in accordance with S146 Law of Property Act 1925 apply.

C WHERE the context admits -

- 1 "The Landlord" includes the persons for the time being entitled in reversion expectant on the Tenancy
- 2 "The Tenant(s)" includes the persons deriving title under the Tenancy Agreement(s)
- 3 References to "The Agency" refer solely to **base property specialists ltd.**
- 4 References to the Property include references to any part or parts of the Property and to the Fixtures, Furniture and Effects or any of them

D. THE Landlord hereby agrees as follows: -

- 1 To keep the exterior of the premises in good repair.

- 2 To keep in good working order the provisions of electricity, gas (if appropriate), water and sanitation.
- 3 That the Tenant(s) paying the Rent and performing the agreements on the part of the Tenant(s) may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 4 The Landlord hereby gives the Tenant notice that possession of the Property might be recovered on Ground 1(a) of Part 1 of Schedule 2 to the Housing Act 1988 namely that at some time before the beginning of this tenancy the landlord seeking possession or in the case of joint landlords seeking possession at least one of them occupied the Premises as his only or principal home.
- 5 The Landlord hereby gives the Tenant notice that possession of the Premises might be recovered on Ground 1(b) of Part 1 of Schedule 2 to the Housing Act 1988 namely if the landlord seeking possession or in the case of joint landlords seeking possession at least one of them should require the Premises as his or his spouse's only or principal home in circumstances in which neither that landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the Landlord has acquired the reversion on the Tenancy for money or money's worth.
- 6 'The Landlord gives the Tenant notice that possession of the premises might be recovered under Ground 2 of Part 1 of the Schedule 2 to the Housing Act 1988 namely if, as the Premises are subject to a mortgage granted before the tenancy, the mortgagee should become entitled to exercise a power of sale and should require possession of the Premises for the purpose of disposing of it with vacant possession in exercise of that power.'

E. The Tenant(s) hereby agrees as follows: -

#### **RENT**

- 1 That all Tenants will provide all relevant documentation including, but not limited to, copies of Photographic Identities (Passport or Driving License is ideal) as well as completing any Reference Forms as requested by The Agent.
- 2 To pay the rent of £ on or before the of each month for the period of one calendar month from the of the month. To make all rental payments by one Standing Order per month and to ensure that the Standing Order is released at least five days before the due date to ensure that it is received by the due date.
- 3 That the Tenant(s) is liable for all the Rent for the entire period of the Tenancy and that the Tenancy cannot be terminated during that fixed term period without the express permission of the Agent in writing unless notice is served as per the conditions laid out in Clause E-50 (NOTICE).

#### **PROPERTY**

- 4 To inform **base property specialists ltd** in writing within the first seven days of the Tenancy of any alterations, additions or notations to the Inventory. Such notification being by recorded delivery. If no such notification is received the Inventory will be considered as final and agreed to by the Tenant(s).
- 5 It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.
- 6 To keep all the Landlord's effects, fixtures and fittings in good repair, to make good all damages and breakage's, to not remove any of the Landlord's effects, fixtures, fittings and where appropriate furniture from the premises and to be responsible for the cost of all repairs and replacements save those repairs and replacements caused by normal wear and tear.
  - A. If a Tenant requests or demands a maintenance issue be addressed and there is found to be no such issue at the property the Tenant will be liable for any charges applied by the contractor (if applicable) for attending and/or investigating the matter. Equally, if an issue is located at the property but is found to have been caused by the Tenant, whether intentionally or by accident, any and all charges to rectify the issue and return the Property to its previous condition will be the liability of the Tenant.

- B. Where a Contractor attends the Property, with either suitable notice having been supplied to the Tenant or specifically arranged in co-ordination with the Tenant, and access is then denied or not possible for any reason, the Tenant will be liable for any charges the Contractor may apply for a failed attendance. Equally, where a contractor visit is arranged with a Tenant, and this then has to be changed or cancelled, should this happen less than 24 hours before the appointment and charges apply to cancel or re-schedule, these charges will be the responsibility of the Tenants.
- 7 To defrost the refrigerator and/or freezer when necessary. The Tenant shall be responsible for the reasonable cost of making good any damage that is caused as a consequence of any such defrosting not having taken place.
  - 8 To ensure that cover is provided by the Tenant(s) against any damage caused to the Property or that of adjoining properties by any items owned by the Tenant(s).
  - 9 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
  - 10 To fill the water softener (if applicable) with salt supplied by the Landlord as and when necessary as specified in the written instructions.
  - 11 To replace at the Tenant`s own expense all fuses, light bulbs, fluorescent tubes, vacuum cleaner bags and belts and to carry out other similar minor day to day maintenance as shall be required and to regularly wipe away condensation to prevent dampness and or mildew.
  - 12 To test any and all smoke and/or carbon monoxide alarms at the property on a monthly basis. The Tenants must replace any and all batteries as and when required to ensure the alarms remain in constant working order. Tenants must not remove the batteries from the alarms except to replace them during or upon the expiry of the Tenancy. If any smoke or carbon monoxide alarm cease to function, despite batteries having being changed, the Tenants must immediately notify the Landlord and/or Managing Agent immediately and ensure they have acknowledged this issue in writing.
  - 13 To not leave the washing machine on when there is no adult in the Property.
  - 14 To take reasonable precautions to prevent damage occurring to any pipes or other installations to the property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the Landlord and in such circumstances, if the Property is to be empty overnight or for more than 12 hours when the weather is likely to be cold, the Tenant must leave sufficient heating on to prevent the water system from damage of frost.
  - 15 Not, under any circumstances, to assign, sub-let in whole or in part the said premises.
  - 16 To pay all Gas, Electricity, Television, Telephone charges and water Rates attributable to the Tenancy and to pay all the telephone charges including connection if necessary.
  - 17 To pay all Council Tax in respect of the premises or any other such tax or charge as may be imposed in substitution thereof and to indemnify the Landlord against any Council Tax that the Landlord may incur during the Tenancy by reason of the Tenant(s) ceasing to reside in the Property.
  - 18 To pay the Television Licence regardless of the ownership of the television set. If you watch or record live TV programmes on any channel, or download or watch BBC programmes on iPlayer, you need to be covered by a TV Licence. This includes: TV sets (including smart TVs), DVD, Blu-ray and VHS recorders, laptops, desktop computers, tablets, mobile phones and other portable devices, digital boxes or PVRs (such as Sky, Virgin Media or BT TV), games consoles, media streaming devices (such as Amazon Fire TV, Apple TV, Chromecast, Roku and Now TV), Freeview, Freesat or YouView.
  - 19 To pay additional reasonable costs incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed first appointment.
  - 20 Not to do, or permit any waste, damage, noise or nuisance, or anything that may cause annoyance to the Landlord, occupiers of the premises or adjoining premises and not to arrange the installation of satellite or cable television without the consent of the Agent or Landlord, which shall not be unreasonably withheld. Any waste must be disposed of and placed in the waste container.

- 21 Not to do to or on the Property anything which may invalidate the insurance cover of the Property. Should an act or omission of the Tenant(s) invalidate all or part of any insurance in regards to the Property including but not limited to building insurance and contents insurance the Tenant(s) will be liable for all costs incurred as a result.
- 22 Not to carry out any structural alteration or addition to the premises and not to interfere with, modify or add to any electrical wiring or plumbing.
- 23 On the termination of the Tenancy to deliver up the premises together with all the Landlord's effects, fixtures and fittings in good and Tenantable repair and condition.
- 24 That the Landlord may, if the Tenant(s) fails to keep the Property in a clean and presentable condition, employ the services of a professional to do so and charge the Tenant(s) any costs incurred therefore.
- 25 Where applicable, to keep the garden mown and cultivated and both the garden and exterior of the Property in a clean and tidy condition.
- 26 Not to keep any animals, birds, insects, fish or reptiles without the express permission of the Agency in writing. Written permission will not be unreasonably withheld, but may be granted with conditions, which protect the Property and the interests of people living nearby. If written permission is granted, the Tenant must keep his pet under control and pay an extra deposit of two weeks` rent per animal in advance or such reasonable costs as are necessary to cover possible damage that may be caused. The Tenant also agrees to pay for flea treatment at the end of the Tenancy and a repeat treatment three months later. The second treatment is to deal with larvae which have not yet hatched and may not be killed by the first treatment.
- 27 Not to keep or allow any combustible, offensive or dangerous goods on the premises.
- 28 Not to affix posters or pictures to the walls, in a manner which will leave any markings and not to affix to the exterior of the premises any advertisement or sign of any description.
- 29 To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks only with the express permission of the Agent or Landlord in writing.
- 30 The Tenants are advised to use the Royal Mail Redirection Service to start on or before the termination of the Tenancy. Neither the Landlord, Agent nor new Tenant(s) can accept responsibility for any mail received at the Property.
- 31 To forward any notice, order or proposal affecting the Property or its boundaries to the Landlord or his Agent within fourteen (14) days of receipt of any notice, order or proposal.
- 32 To forward immediately upon receipt to the Landlord or his Agent, any correspondence addressed to the Landlord, which is delivered to the Property.
- 33 To comply with the obligations of the Head Lease provided a copy of it has been forwarded to the Tenant upon sending the full Tenancy Pack after the move-in.
- 34 To allow the erection of a board advertising the Property for let within the last eight weeks of the Tenancy. The board to be erected either externally fixed to the Property or in the garden or internally positioned in a window.
- 35 To allow the erection of a board advertising the Property as let to remain in place for the first six weeks of the Tenancy. The board to be erected either externally fixed to the Property or in the garden or internally positioned in a window.

**BASE MANAGED PROPERTIES ONLY; MANAGEMENT AND COMMUNICATION PORTAL AND MOBILE APPLICATION: PROPERTYFILE**

- 36 Subject to the tenants having access to an email address and the internet and PropertyFile being available and operational it must be used as the primary tool for Tenants to facilitate the following:
  - a) The Tenant must notify the agency immediately if they have not received in invite to create their PropertyFile account and/or download the mobile app (hereafter referred to as 'app').
  - b) Upon receipt of an invite to create a PropertyFile account all tenants must do so in a timely manner- failure to do so may affect their access to essential services offered under their tenancy. To enjoy the full benefits and features of the PropertyFile service Tenants are recommended to download the app to their smartphone and to have all alerts and notifications switched on.

c) All tenancy related documents (such as tenancy agreements, deposit registration certificates, gas safety certificates, EPCs, etc.) will be available to access and download either via the mobile application or the online PropertyFile portal. Should a Tenant require any of these documents they must first attempt to access these from PropertyFile before raising a request for said documents from the agent. Requesting a document that is available within PropertyFile may result in an admin charge of £30 (inc. VAT) per request being provided by the agent if this document has been supplied by them previously.

d) Any queries relating to any historical rental payments must first be addressed by the tenant reviewing the 'receipts' section PropertyFile before raising any further queries with the agent directly. Any such queries raised with the agent that are answered by the receipt data available with PropertyFile may incur an administration charge of £30 (inc. VAT) per enquiry.

e) All non-emergency maintenance issues ( Emergency issues are as follows: Gas leak, fire, severe leaks, electrical issues risking immediate harm to tenants or the property and finally broken windows and/or doors following a break-in) must be immediately reported via the PropertyFile 'report an issue' or 'maintenance' facility within the app or portal. Tenants are required to then follow any steps or actions mandated within the platform. Contacting the 'out of hours emergency number' for non-emergencies that have not been reported via PropertyFile may result in tenants being charged an admin fee of £30 (inc. VAT). Failure to report a maintenance issue via PropertyFile (instead choosing report by phone, email and/or text) may result in the issue not being recorded by the agent and a resolution managed effectively.

## **INSURANCE**

37 To notify the Landlord or his Agent immediately in writing of any defect in the Property (whether or not caused by the act default or neglect of the Tenant) of which he becomes aware and in the event of loss or damage by fire, theft, impact or other cause immediately to inform the Landlord or his Agent and to give details thereof to enable the Landlord to make his claim to the Landlord's insurance company.

38 To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the ordinary insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or his visitors, to comply with **Clause 15** of this Agreement.

39 The Tenant is warned that the Landlord's policy does not cover the Tenant's possessions and is strongly advised to insure his belongings with a reputable insurer.

## **UTILITIES**

40 Not to tamper, interfere with, alter, or add to the installation or meters relating to the supply of such services to the Property without prior consent of the Landlord or his Agent. This includes the installation of any pre-payment meter.

41 Not to tamper with any part of the gas installation at the Property for any reason whatsoever or install or tamper with any gas appliance whether owned by the Tenant or the Landlord without the written consent of the Landlord or his Agent providing that should the Landlord give such written consent it is on the express provision that the appliance may only be checked and or installed by a **GAS SAFE** registered engineer.

42 Not to tamper with any part of the electrical installation at the Property for any reason whatsoever or install or tamper with any fixed mains or portable electrical appliance whether owned by the Tenant or the Landlord without the written consent of the Landlord or his Agent providing that should the Landlord give such written consent it is on the express provision that the appliance may only be checked and or installed by an **NICEIC** approved electrician.

43 To inform the Landlord or Agent within reasonable time of a utility being transferred to a new supplier.

44 To permit the Landlord or Agent to give the forwarding address and contact details of the Tenants to the suppliers of gas, water, electricity, other fuel and telephone services to the Property and to the local authority.

45 Tenants must not have any form of heating other than that the Landlord has provided. Paraffin heaters, portable gas heaters or liquid petroleum gas, other than those provided are not allowed. The Tenant can use electric oil-filled radiators or electric heaters, however, they must be fitted with a overheat safety cut-out and 'tip over' protection. The Tenant must not store any petrol or paraffin inside the Property at any time.

## **DEPOSITS & CHARGES**

- 46 **That all the terms and conditions of Addendum A1 shall apply to this Tenancy and exemption from any part of Addendum A1 must be expressly granted by the Agency in writing. The Tenant's attention is drawn to these terms.**
- 47 To pay a deposit equivalent to at least £            and not to use that deposit at any time to offset any rent or bill payment including the final rent or bill payments. That the deposit is fully refundable on condition that all the terms and conditions of the Tenancy are not breached, that no rent or charges are in arrears and that the Property is returned in the state in which it was found subject to an allowance for fair wear and tear.
- 48 To pay a referencing charge of thirty pounds plus vat per applicant and a property administration charge of One Hundred pounds plus vat per property on the signing of any Tenancy Agreement.
- 49 That permission for exemption from, or changes to, any terms or conditions of the Tenancy Agreement must be obtained from the Agent in writing.

## **NOTICE**

- 50 The Tenant(s) /The Landlord(s) may terminate this Tenancy Agreement by giving to base property specialists ltd not less than 2 months' notice in writing to take effect on, but not before. The Tenancy cannot be terminated without notice in writing. The notice must be served either by recorded delivery or email and will only be deemed served once you receive a reply from The Agent.

## **VIEWINGS & INSPECTIONS**

- 51 To permit the Landlord, his servants or his Agent to enter and inspect the premises from time to time. Inspections are usually carried out no more frequently than once every three months unless the Landlord or Agent have cause for concern. In consideration of the Tenant's privacy the Agency commits not to carry out such inspections or visits outside of the hours of 8.00am and 7.00pm. However, the Agent reserves the right to insist on an inspection being carried out between normal business hours on normal business days i.e. between 9.00am and 5.00pm Monday to Friday. At least seven days' notice of an inspection will be provided. Emergencies being an obvious exception.
- 52 To permit the Landlord, his servants or his Agent to enter and to carry out any repairs or maintenance. In consideration of the Tenant's privacy the Agency will endeavour to keep all such repairs and renewals within the hours of 8.00am and 7.00pm. The Agency will provide no less than twenty-four hours' notice unless otherwise agreed with the Tenants. Emergencies being an obvious exception. Many contractors will require access between normal business hours on normal business days i.e. between 9.00am and 5.00pm Monday to Friday. Contractors must be allowed access during these times to carry out such repairs and must not be hindered by the Tenant(s).
- 53 Should the owner decide to sell the Property the Tenant(s) will permit, and not hinder, the owner and or their appointed agent in entering the premises and showing prospective purchasers the Property. Again, in consideration of the Tenant's privacy all agencies will be required to give at least 48 hours' notice unless otherwise agreed with the Tenant(s) and no Agency will be permitted to carry out such viewings outside of the hours of 8.30am and 7.00pm without the express permission of the Tenants.
- 54 To permit the Landlord(s), or his agent, within the last eight weeks of the Tenancy to enter and to view the premises with prospective Tenant(s). In consideration of the Tenant's privacy and peaceful enjoyment of the Property the Agency commits to keep such viewings between the hours of 8.30am and 8.30pm and with no less than twenty-four hours' notice unless otherwise agreed with the Tenant(s).

**PRIVACY AND ELECTRONIC COMMUNICATION REGULATIONS 2003 (PECR) & GENERAL DATA PROTECTION REGULATIONS (GDPR)**

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; that present and future addresses of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies and/or reference agencies and for debt collection (where applicable). The Agent is also authorised to share details about the performance of obligations under this Agreement by the Landlord and Tenant with credit and reference companies, other letting agents, residential management companies and/or with other Landlords if required for referencing purposes. Details as to the performance of a Tenant’s obligations under this Agreement may also be released to a Tenant database for future reference by relevant companies.

Under the Data Protection Act 1998 the individual parties are entitled to see a copy of personal information held about them and to have it amended if it is shown to be incorrect. Base must supply information without delay and in any event within one month. This can be extended by up to 2 months if during that month the request is considered complex and/or numerous, and in this instance, base will have to explain why. We must verify the identity of the person making the request using “reasonable means.”

During the tenancy, to better allow us to perform our legal obligations to various parties under the tenancy, we will share your data with the following – please initial each to show your agreement;

- 1. Joint Tenants and Guarantors .....
- 2. Workmen needing to enter your home .....
- 3. Employees of our agency .....
- 4. Your landlord .....
- 5. Inventory Clerks .....
- 6. The Depositary .....
- 7. Credit Reference agencies .....
- 8. Fraud prevention agencies .....
- 9. HMRC and other regulators .....
- 10. Utility companies and Council Tax .....

Data will be kept for the time you remain a tenant and up to 10 years afterwards. **If you do not consent (which is your legal right) WE MAY NOT BE ABLE TO GRANT YOU A TENANCY.** Please read the PRIVACY NOTICE on our website which explains this in more detail.

F IN the event of rent being in arrears for 14 days, whether expressly or not, or any other breach by the Tenant(s) of the terms of this agreement, the Landlord may re-enter and take possession of the premises and terminate the agreement without prejudice to his rights to recover all unpaid rent or bills and other damages liable through breach of the terms of this agreement.

G THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant(s) Act 1985 if applicable to the Tenancy.

H PURSUANT to Section 48 of the Landlord and Tenant(s) Act 1987 notice is hereby given to the Tenant(s) that notices (including notices in proceedings) must be served on the Landlord by the Tenant(s) at the following address:-

**base property specialists ltd, 3, Garden Walk, London, EC2A 3EQ.**

I **That the Tenant(s) are jointly and severally liable for all the above clauses, conditions and liabilities**

J. The following special conditions shall be included in this agreement: -

1. At the end of the tenancy, once the property has been vacated and all personal possessions removed, the property must be professionally cleaned throughout. This must include the cleaning of all windows, all appliances, and cleaning of blinds as well as a thorough clean of the entire property.
2. Smoking is not permitted inside the property, or any of the communal areas, at any time during the tenancy by any Tenants, Guests or Contractors.

**I have read, understood and agree to the terms and conditions of the Assured Shorthold Tenancy Agreement and Addendum A1 all the above. I understand that the above are strict stipulations of my Tenancy. Please do not sign this document if you do not understand or agree to the above terms.**

AS WITNESS the hands of the parties hereto the day and year first above written

**Signed (Authorised Signatory)**

**Print name**

**Date**

**Signed  
(base property specialists ltd - For & on behalf of The Landlord)**

**Print name**

**Date**

## **ADDENDUM A1.**

It is important to note that the majority of Terms & Conditions below are only applicable if the Tenants breach the terms and conditions of the Company Let or Contractual Tenancy.

The Terms & Conditions below are those which relate to special requests which require additional work and expense to be expended by the Agency.

All charges and fees, except interest, are subject to the addition of VAT

### **BREACHES OF THE TERMS AND CONDITIONS OF THE TENANCY AGREEMENT**

#### **1. Interest**

Any rent paid later than the first banking day after the due payment date shall be subject to interest at 4% above HSBC Bank base rates on the balance outstanding from the first banking day after the due payment date until cleared funds have been received or funds have cleared.

#### **2. Late rental payment**

If the rent or outstanding charges are not received by the first banking day after the due date a charge of twenty five pounds plus vat will be levied for each letter sent to cover the cost of administration. All charges apply to letters sent to Guarantors. Should it be necessary to visit the Property to either arrange the collection of rent or to check occupation due to letters not being answered a charge of seventy five pounds plus vat will be levied to cover the Agency's and staff's time.

<u>Letter</u>	<u>Sent on or after but not prior to</u>
First letter	2 <sup>nd</sup> banking day from the due date
Second Letter	7 <sup>th</sup> day from the due date
Third letter	14 <sup>th</sup> day from the due date
Visit to Property	No sooner than 21 <sup>st</sup> day from the due date

The Tenant(s) will be allowed ample time to respond to letters and therefore the Agency will not send letters with intervals of any less than seven days. For speed, Tenant(s) are advised to fax letters before sending them.

If any charges are levied and it can be shown that the full rental payment has been made by one standing Order by the due date using the correct reference code the charges will be withdrawn immediately and the agency will acknowledge their error in writing.

#### **3. Arrears Management Charges**

A charge of three pounds fifty plus vat shall be levied and fall due for each day the account is in arrears to cover the significant administrative costs of supervising an account in arrears. This is calculated from the next working day after the due date until all arrears, including letter charges, have been settled i.e. upon the clearance of funds.

#### **4. Returned/cancelled cheques.**

Should a cheque be cancelled or returned unpaid (bounced) for any reason a charge of thirty pounds plus vat per cheque shall be made to cover the administrative costs and bank charges incurred by the Agency.

#### **5. Payment Method.**

All rent must be paid by one Standing Order which must include the reference code. If payment is made by any other means than by Standing Order a charge of twenty five pounds plus vat will be levied for each separate payment. This is to cover the considerable administration costs incurred in processing and reconciling manual payments.

An exception is made for the first payment made on or prior to the commencement of the Tenancy providing funds clear in time for the tenancy to commence.

For the safety of our staff the Agency cannot accept cash other than for Holding Deposits.

If all rent is paid by one Standing Order, on time, in full with the reference code then no charges are levied.

All Standing Orders must detail the reference code. If the code is not used and as a result the funds cannot be identified and or allotted to the correct account your account will be deemed to be in arrears.

It is essential that you contact your bank prior to the first Standing Order being released to check that they have the amount and the reference correct. It must be remembered that as the Tenant is the client of their bank and the Agency has no relationship with their bank it is the Tenant's responsibility to check that the Standing Order is set up for the correct date, the correct amount and that your bank is aware of the correct reference code.

Due to Tenant's falsely claiming that their failure to pay rent was the result of a "bank error" and the Agency not being in a position to confirm such a statement the Tenant will be liable to settle any charges as a result of any failure to pay rent irrespective of the reason stated. In the few cases of genuine bank errors the bank will settle the charges on the Tenant(s) behalf. As only the Tenant(s) enjoys a relationship with their bank it is the Tenant's responsibility to recover charges from their bank. Invoices and receipts will be supplied by the agency to assist any such claim.

#### **6. Reminder letters**

If it is necessary to write letters pertaining to a matter which has already been communicated to the Tenant in writing and the Tenant has not responded as requested, letters on that subject will be charged at a rate of twenty five pounds plus vat to cover the unnecessary administrative costs of writing on a subject which has already been communicated to the Tenant.

However, the Agency is aware that letters can be mislaid in the postal system and that a lack of a response may not be the Tenant's fault. As such the Agency commits to send a second letter by recorded delivery. If the Tenant(s) fails to respond to this second letter any further letters will be charged at the above rate. The Agency will allow ample time to respond and therefore letters will not be sent any more frequently than every seven days.

#### **7. Personal visits**

If the Tenant does not respond to a third letter regarding any of the above matters a personal visit will be made to either the Tenants Property or with prior arrangement and agreement to their place of work. These visits are charged at the rate of seventy-five pounds plus vat set out above. The Tenant will always receive seven days written notice of such a visit.

#### **8. Board Interference**

Should the Tenant interfere with or remove the 'for sale' or 'to let' or 'all offers' board a charge of fifty pounds plus vat will be charged to cover the cost of re-erecting the board.

#### **9. Settlement of charges.**

All the above charges must be settled within 7 days of receipt of the notification of the charge or the charge falling due whichever is the earlier. Should this not be done further letters are charged at the standard letter rates as per item 5 above.

#### **10. Debt Collection Agencies**

Should rent have not been paid within 14 days of the due payment date, a debt collection Agency may be appointed for which the Tenant will be liable for all charges made by the Agency in connection with the collection of that debt. This will typically include a charge of 15% of the outstanding debt and an administrative charge. These charges are additional to and separate from those of **base property specialists ltd**. The Tenant will always receive seven days written notice of the appointment of such an Agency and the agencies name and address.

## SPECIAL REQUESTS, EXEMPTIONS AND SERVICES

### 11. Early Termination of the Tenancy.

The Agency, **base property specialists ltd**, understand the need for Tenancies to be flexible and that circumstances such as relocation, different job opportunities, family or simply Tenants no longer wishing to live together may require that a Tenancy ends earlier than originally agreed. **base property specialists ltd** are happy to accommodate Tenant's personal circumstances and terminate Tenancies early. However, the Landlord will already have paid a fee to secure the Tenancy in question and therefore cannot be expected to meet the costs of securing a new, replacement Tenancy. Therefore if express permission in writing is obtained from the Agency (**base property specialists ltd**) to terminate the Tenancy prematurely (i.e. before the end of the fixed period) the Tenant(s) will be required to settle the Agency's letting fee of 10% of the remaining contractual rent (to a maximum period of twelve months) usually payable by the landlord. Tenants are of course under no obligation to request premature termination despite circumstances and can continue with a Tenancy until the end of the fixed term. Should the Tenant(s) need to leave the Property before the end of the fixed term period a full schedule of terms and conditions will be sent to the Tenant(s) for their approval before the Agency commences any marketing of the Property.

### 12. Change of Tenancy

It is usual for a Tenancy to run for the full term without any changes of Tenant. However, **base property specialists ltd** recognise the need for flexibility and that changes can sometimes be required. Should the Tenant(s) wish to introduce a Tenant or Tenants with a view to taking up occupation of the Property and **base property specialists ltd** grant permission for a change of one or more Tenant on a joint Tenancy Agreement a charge of £200 plus vat = £240 will be due on each separate occasion, payable by the vacating Tenant. Therefore as an example should two Tenants be introduced at the same time only one fee will be due. Should the Tenant(s) decide not to proceed with a new Tenant once an application has commenced the charge will not be levied for the Tenancy Agreement but will be due for the application.

It is the Tenant's responsibility to ensure that no person should be allowed to take up occupation of the Property without being referenced and approved by **base property specialists ltd** and a new Tenancy Agreement granted by **base property specialists ltd**, signed by all Tenants and counter signed by **base property specialists ltd**. Should a person be allowed to take up occupation before this has been completed **base property specialists ltd** reserve the right to refuse to recognise the person and to continue to consider any former occupant as liable for the rent. Further the charge of two weeks rent plus vat will fall due automatically by the Tenants in consideration of **base property specialists ltd** making appropriate enquiries as to the suitability of the proposed new Tenants and or occupants.

### 13. Exceptions to the above.

Exemption to any of the above terms and conditions must be provided in writing by **base property specialists ltd**.

**I have read, understood and agree to the above Addendum to my Assured Shorthold Tenancy and understand and agree to all the above. I understand that the above are strict stipulations of my Tenancy. Please do not sign this document if you do not understand or agree to the above terms.**

**Signed (Authorised Signatory)**

**Print name**

**Date**

**Signed**

**(base property specialists ltd - For & on behalf of The Landlord)**

**Print name**

**Date**

**DRAFT**

