

Henry & James

Est. 1950

TENANT INFORMATION - ASSURED SHORT-HOLD TENANCIES

New Regulations and the Tenant Fee Act.

We no longer charge fees to tenants moving in after 1st June 2019 on Assured Short-Hold Tenancy Agreements (ASTs). Please see a list of permitted payments below:

Before the Tenancy

- Holding Deposit: 1 weeks rent.
- Deposit: 5 weeks rent where the rental income is not more than £50,000 per annum.
- Deposit: 6 weeks rent where the rental income is more than £50,000 per annum.
- Rent due for the rent periods as defined in the tenancy agreement.

During the Tenancy

- Invoices payable to third parties including;
Council Tax;
Utilities;
Communications Services;
TV Licence.
- Interest on rent due after 14 days. This will be calculated at 3% above the Bank of England's Base Rate and backdated to the first day of arrears.
- To vary or assign the tenancy agreement. This will be capped at a total cost of £50.00 including VAT.
- Costs related to the loss and replacement of keys and security systems and the cost of calling out the locksmith, if required.
- Costs associated with early termination of the tenancy. Rent due until replaced by another tenant or the end of the fixed/legal notice period.

Tenant Protection

Henry & James is a member of the Propertymark Client Money Protection Scheme and The Property Ombudsman Scheme (TPOS). You can find out more information on client money protection and the redress schemes online.

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Assured Short-hold Tenancy Agreement (AST)

This type of tenancy agreement is the most popular and is used for all individual tenants letting a property for less than £100,000 per annum.

Deposit

Where an AST is created, the deposit will be registered with the Tenancy Deposit Scheme (TDS) free of charge. More information can be found at www.tenancydepositscheme.com

Utilities

All tenants are responsible for the gas, electricity, water rates, telephone, TV licence and council tax for the duration of the tenancy unless otherwise stated.

Insurance

The landlord is responsible for insuring the building the contents provided. All tenants are responsible for insuring their possessions during the tenancy.

Pets

All pets require the landlord's consent in advance of the commencement of tenancy.

Properties secured by Henry & James in conjunction with another agent

If we find you a suitable rental property via another agent, the other agent is likely to handle the paperwork and referencing

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All offers are subject to contract and satisfactory references.
Any conditions or requests must be stated in writing at the time of the offer.
If your offer is accepted, the following process will apply:

Reservation

- Transfer the Holding Deposit to Henry & James, equivalent to 1x week's rent.

The Holding Deposit will reserve the property for 15 calendar days. During this time, your application must be completed. The first instalment of rent must be paid and the tenancy agreement must be signed. The holding deposit is allocated towards rent due on moving in.

If the landlord withdraws the property, your payment will be refunded. If you fail to provide suitable references, false information, withdraw your offer or do not complete the process in 15 calendar days the Holding Deposit may be retained and becomes non-refundable.

References

Our referencing agent will carry out an online check on you, on behalf of the landlord.
Subject to further requests, you must supply the following information:

- Passport - Original in person
- Visa - Original in person (if applicable)
- Proof of Current Address
- Proof of Current Employment
- Previous Rental History
- Bank Statements

You may be subject to an Anti-Money Laundering Check and a guarantor may be required.

To comply with government legislation, all tenants and occupiers must show their passports / visas and confirm their "Right to Rent" in the UK before keys are released.

Tenancy Agreement

Make sure you have read and understand the Prescribed Information for your deposit and the Tenancy Agreement. Make sure you have an independent witness present.

- Sign and date the Prescribed Information
- Sign the Tenancy Agreement
- Witness (sign) and complete the Tenancy Agreement
- Do not date the Tenancy Agreement

Balance Due

Pay the remaining balance due in cleared funds. You will receive an invoice prior to moving in. This must be paid within 15 days, following receipt of the Holding Deposit.

Keys

You may collect your new keys from our office or meet the inventory clerk at the property providing the above steps have been completed. We will coordinate and provide all relevant information for your landlord or property manager.

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TENANT INFORMATION – COMPANIES & COMMON LAW TENANCIES

Tenant Fees

Please note that Tenant Fees will still apply to all companies and tenancy agreements exceeding £100,000 per annum. Please see a list of permitted payments below:

Referencing:	£60.00 (inc VAT) per person.
Tenancy Agreement:	£240.00 (inc VAT) per tenancy.
Inventory / Check-In Appointment:	Variable – see below
Studio/One Bedroom properties	- £132.00 (inc VAT)
Two Bedroom properties	- £144.00 (inc VAT)
Three Bedroom properties	- £156.00 (inc VAT)
Four Bedroom properties	- £168.00 (inc VAT)
Five Bedroom properties	- £180.00 (inc VAT)
Six Bedroom properties	- £POA

Inventory / Check-In

A professional inventory clerk will be appointed by your landlord or Henry & James and will create an inventory and check in report prior to the commencement of the tenancy. Your landlord will cover the cost of the check-out report at the end of the tenancy.

Deposit

The deposit will be held by Henry & James as a stakeholder free of charge. Interest paid on the deposit will be retained by the landlord or the agent.

Utilities

All tenants are responsible for the gas, electricity, water rates, telephone, TV licence and council tax for the duration of the tenancy unless otherwise stated.

Insurance

The landlord is responsible for insuring the building the contents provided. All tenants and occupiers are responsible for insuring their possessions during the tenancy.

Pets

All pets require the landlord's consent in advance of the commencement of tenancy. The landlord may request an additional deposit to insure against damage. An addendum to your tenancy agreement may be required.

Properties secured by Henry & James in conjunction with another agent

If we find you a suitable rental property via another agent, the other agent is likely to handle the paperwork and referencing. Please be aware that their costs and terms may vary from those quoted.

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If the landlord withdraws the property, your payment will be refunded. If you fail to provide suitable references, false information, withdraw your offer or do not complete the process in 15 calendar days the Holding Deposit may be retained and becomes non-refundable.

References

Our referencing agent will carry out an online check on you or your company on behalf of the landlord. Subject to further requests, you must supply the following information:

- Passport – Tenants/Occupiers
- Visa – Tenants/Occupiers
- Proof of Current Addresses
- Bank Statements
- Articles of Association
- Proof of Authorised Signatories
- Guarantor Information
- Accountants/Legal References

You may be subject to an Anti-Money Laundering Check and a guarantor may be required.

To comply with government legislation, all tenants and occupiers must show their passports / visas and confirm their "Right to Rent" in the UK before keys are released.

Tenancy Agreement

Make sure you have read and understand the Tenancy Agreement and have an independent witness present.

- Sign the Tenancy Agreement
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PRIVACY STATEMENT

Privacy

To best assist you, when you register with Henry & James we will collect personal data including your contact details, proof of address, photographic identification and bank details.

We will hold your personal data confidentially and securely and we will process it in accordance with applicable data protection laws.

Please note that we may provide your personal data to an independent referencing agent Paragon Scheme Management Services Limited (trading as FCC Paragon) or any other nominated credit reference agency and they may keep a record of any search they carry out.

Further information is set out in our privacy policy www.henryandjames.co.uk/privacy.

If you have any questions about the privacy of your personal data, please contact us by email at belgraviaoffice@henryandjames.co.uk or by telephone +44 (0)20 7235 8861.