

2018

Terms of Service for Tenants

between you (the tenant) and us
(Knight Property Management)

You should read this document thoroughly before
you sign it.

Terms of Service

This agreement is made between you (the tenant) and us (Knight Property Management) acting as your landlord's agent. It explains some of the things that are implied, but not necessarily mentioned, in your tenancy agreement (which will be sent to you separately). For example, keeping the property in a clean and tidy condition to minimise wear and tear and prevent damage occurring.

It also sets out our fees (please see Section 8) to you if you should require any additional services outside the scope of the tenancy agreement or break the terms of the tenancy agreement - for example, if you lock yourself out and ask us to let you back in, or if you pay your rent late. Additionally this agreement provides guidance on fees you may have to pay to others, for example, end-of-tenancy cleaning costs to cleaning contractors.

Nothing in these Terms of Service supersedes your rights and responsibilities under the tenancy agreement.

1. Definitions

- 1.1 'You', 'your', 'he' or 'his' means the tenant. 'Us', 'our', 'we' or 'KPM' means the agent (Knight Property Management). The use of singular includes plural. The use of masculine includes feminine.

2. General

- 2.1 We cannot accept liability for breach of the tenancy agreement by either party, or any damage to the property or adjoining properties, before, during and on the expiry of the tenancy agreement.
- 2.2 We are not liable for any loss, damage or injury to any persons, the property or its contents, howsoever caused, due to the condition of the property and grounds, and whether or not there is an inventory.
- 2.3 We will keep records of all business transactions for a minimum period of three years. All tenant records are treated as confidential. No information shall be passed to another party without your prior consent, unless we are legally obliged to do so, or to meet regulatory requirements. We cannot be held responsible for incorrect data held in the event of non-disclosure.
- 2.4 We are required to check the identity and address of every tenant. Photo ID (eg UK passport or EEA/Swiss national passport/identity card) will be sufficient proof of identity and a recent utility bill will be sufficient proof of address.
- 2.5 The proposed tenancy is offered subject to contract and is conditional upon:
- i. The receipt of satisfactory references, credit-checks and (if applicable) guarantees.

- ii. The receipt of cleared funds for all sums due.
 - iii. The signing by all tenant applicants of these Terms of Service.
 - iv. The signing by all parties of the tenancy agreement.
- 2.6 The first month's rent and security deposit must be paid in full, in cleared funds, before your tenancy starts.
- 2.7 The property will remain advertised until you have signed the tenancy agreement, so that we can take the details of any interested parties in the event that you decide not to proceed. However we will not conduct any further viewings unless or until you decide not to proceed.
- 2.8 You agree to us passing your contact details to contractors, where necessary for the purpose of arranging access to the property. This might be, for example, to carry out repair work or undertake a gas safety inspection.
- 2.9 You will not be entitled to any interest on money paid to us and held in our Client Account.

3. Holding Deposit & Proceeding to Tenancy

- 3.1 Upon acceptance of your offer you agree to pay a holding deposit, which will be equal to 10% of one month's rent or £100, whichever is the greater.
- 3.2 The holding deposit will reserve the property for you for a period of 14 days. By the end of this period you must have signed the tenancy agreement, paid the security deposit and paid the first month's rent. If you have not done these things within 14 days the landlord reserves the right to re-offer the property.
- 3.3 If you proceed to rent the property, the holding deposit will be credited back to you against the first month's rent.
- 3.4 The holding deposit is non-returnable if you:
- i. decide not to proceed at any stage for any reason;
 - ii. provide incomplete, inaccurate or misleading information to us;
 - iii. provide insufficient proof of your right to rent, which we are required to obtain and copy under the Immigration Act;
 - iv. provide unsatisfactory references or credit checks;
 - v. are unable to provide a guarantor or pay the whole contract rent in advance;
 - vi. take longer than seven days to pay the security deposit and first month's rent, when requested to

do so;

- vii. take longer than seven days to sign the tenancy agreement, when requested to do so, or;
- viii. otherwise fail to take up your tenancy by the agreed start date.

3.5 If we decline to grant the tenancy, or the landlord declines to grant the tenancy, then the holding deposit will be refunded in full. In this instance the tenancy application fee (see Section 8) remains non-refundable.

3.6 The tenancy application process follows a sequence of steps as set out below, which you will need to complete before you can move into the property. These are as follows:

- i. Pay the holding deposit and tenancy application fee;
- ii. Sign the Terms of Service for Tenants (this document) to show that you have read, understand and agree to them;
- iii. Sign a copy of the government's 'How to Rent' guide for tenants, to confirm receipt;
- iv. Complete an online credit-check form;
- v. Provide us with copies of documents as set out in 3.7 below;
- vi. Provide an email address and phone number for an employer reference;
- vii. Provide an email address and phone number for an existing landlord/letting agent (if applicable);
- viii. Pay the first month's rent, security deposit, inventory fee and check-out fee;
- ix. Complete a direct debit mandate for future rent payments;
- x. Sign a copy of the gas safety certificate (where applicable) to confirm receipt;
- xi. Sign a copy of the energy performance certificate (where applicable) to confirm receipt;
- xii. Sign a copy of 'Controlling Condensation' to confirm you have read, understand and agree with its contents;
- xiii. Sign the tenancy agreement;
- xiv. Sign a copy of the 'Prescribed Information' relating to your security deposit.

3.7 In accordance with paragraph 3.6v above, you agree to provide us with copies of the following documents:

- i. Photo ID, eg passport;

- ii. Proof of current address, eg a recent utility bill showing your name and address;
- iii. Your last six months' bank statements for your main current account, ie, the one into which your salary is paid;
- iv. Your last six months' pay slips, or offer of employment letter;

4. Security Deposit

- 4.1 Unless specified otherwise the security deposit will be equal to one and a half month's rent.
- 4.2 Where we are managing the property, the deposit will be transferred to and held by the Deposit Protection Service for the duration of the tenancy. This ensures that your deposit is protected, and that any disputes are resolved quickly and impartially by an independent Alternative Dispute Resolution (ADR) service.
- 4.3 At the end of the tenancy a check out inspection may be carried out to assess the condition of the property. If applicable, deductions will be made for any damage and cleaning (including any garden areas) if the property has not been left in a satisfactory condition.
- 4.4 The property should be returned in the same condition it was in when you took possession at the start of the tenancy, less an allowance for reasonable wear and tear.
- 4.5 Your property will be professionally cleaned prior to the start of your tenancy and we will arrange for it to be professionally cleaned at the end of the tenancy. You agree to this professional cleaning cost being deducted from your security depo[David Por1]sit.
- 4.6 Your deposit will be returned to you by The Deposit Protection Service, less any deductions for damage if applicable.
- 4.7 The deposit cannot be used by you to cover rent.
- 4.8 Where we are not managing the property we will collect the deposit and pass it to the landlord.
- 4.9 If you keep a pet in the property then a larger security deposit may be required, at the discretion of the landlord.

5. Payments

- 5.1 Our Client Account sort code is 09-06-66, and the account number is 43351238.
- 5.2 All payments prior to the start of your tenancy should be made by bank transfer to our Client Account. We do not accept cheques or cash payments. Your first month's rent and security deposit must have cleared into our Client Account prior to your taking possession of the property.

- 5.3 All rent payments after the start of your tenancy must be made by direct debit, five days in advance of the rent payment date, to allow time for funds to clear into our account. If funds have not cleared into our account by the rent payment date then you may incur a late payment fee – see Section 8 for more information.
- 5.4 If you stay on after the end of the fixed term and the tenancy continues as a monthly periodic tenancy, the landlord will be entitled to increase the rent on the anniversary of the start date of your tenancy and in every subsequent year in the same proportion as any increase in the Consumer Price Index (CPI) (or such other index as shall replace the CPI), over the preceding year. Alternatively the rent shall increase as agreed between you and the landlord. If we do not contact you regarding the rent increase the rent will remain the same for that year.[David Por2]

6. Form of Tenancy

- 6.1 Unless specified otherwise the tenancy will be an Assured Shorthold Tenancy for a minimum period of six months.

7. Tenant Responsibilities

- 7.1 You are responsible for:
- 7.2 The accuracy of all statements made during the tenancy application process. You warrant that all information you provide to us is correct to the best of your knowledge and belief. In the event that you provide incorrect, false or misleading information to us which causes us to suffer loss, or causes legal proceedings to be taken against us, you agree to reimburse and compensate us for all losses suffered.
- 7.3 Contacting the relevant utility providers prior to moving in, and payment of all utility bills.
- 7.4 Contacting the local authority prior to moving in, and payment of council tax.
- 7.5 Making rental payments on the due date.
- 7.6 Abiding by all the terms of the tenancy agreement.
- 7.7 Treating the property, furniture and fittings with care and respect.
- 7.8 Keeping the property in a clean and tidy condition to minimise wear and tear and prevent damage occurring.
- 7.9 Reporting of any defects, breakages or damage as soon as they occur.
- 7.10 Providing access to the property (having first been given at least 24 hours' notice, unless it is an emergency) for the purposes of inspection and repair. You may not unreasonably deny access to us or our contractors during normal working hours, so long as we have a legitimate reason for visiting the

property.

- 7.11 Insuring your own possessions during the tenancy. We recommend that you also obtain insurance to cover the cost of any damage caused to the property by you or any visitors.
- 7.12 In cold weather, maintaining an adequate level of heating to prevent frost or cold weather damage to water systems or subsequent damage caused thereby at any time during the tenancy.
- 7.13 Using basins, sinks and toilets for their intended purposes only, and not blocking waste pipes or drains through misuse, eg attempting to dispose of food, fat or cooking oil. Any repair and maintenance costs incurred as a result of misuse will be recharged to you. In addition we will charge you at our hourly rate for our administrative time in dealing with the issue.
- 7.14 Maintaining an adequate level of heating and ventilation to the property at all times in order to prevent condensation and mould growth.
- 7.15 Minimising water vapour levels in the property when cooking, showering, drying clothes, etc, by complying with the '*Controlling Condensation*' document, which we will ask you to sign, to confirm you have read, understand and agree with its contents.
- 7.16 Cleaning and descaling taps and showerheads on a regular basis to minimise the risk of legionella amplification.
- 7.17 Testing all smoke detectors and carbon monoxide detectors on a weekly basis, and notifying us of any non-working detectors.
- 7.18 Respecting your neighbours' rights to the quiet enjoyment of their properties.
- 7.19 Not acting in a manner which could cause nuisance to neighbours.
- 7.20 Not allowing other persons aged 18 or over not named on the tenancy agreement to reside at the property.
- 7.21 Using the property for the purpose of residential accommodation only.
- 7.22 Properly securing the property by locking all doors and windows when you are away from the property for any period of time.
- 7.23 Not leaving the property unoccupied for more than 30 days without first informing us or the landlord.
- 7.24 Not parking, repairing or cleaning vehicles on any grass areas around the property.
- 7.25 Not carrying out major vehicle repair on the drive or in the street outside the property.
- 7.26 Paying for any damage or breakages over and above normal wear and tear.

- 7.27 Giving proper written notice of your intention to vacate the property (minimum one month notice period, which must end on the last day of a tenancy period, ie the day before the rent is next due).
- 7.28 Not losing any keys, entry cards or parking permits to the property.
- 7.29 Not locking yourself out of the property – please see Section 8.
- 7.30 Putting out rubbish bins for collection on the correct day in accordance with local authority requirements, and disposing of all rubbish in accordance with local authority guidance on recycling and rubbish disposal.
- 7.31 Disposing of junk mail, flyers, etc, and post of previous occupants.
- 7.32 If renting a room only in a shared property, for reasons of health and safety and as a courtesy to other residents:
- i. Keeping all shared areas clean and tidy, eg. by vacuuming floors if you walk mud or leaves into the property.
 - ii. Not leaving excessive personal effects in shared areas, eg. bicycles, shoes, etc.
 - iii. Cleaning basins, baths and kitchen areas after use, and leaving them as you would like to find them.
 - iv. When cooking, washing up any crockery, utensils, etc. immediately after use. Not leaving washing up in the sink for other residents to do before they can use the kitchen.
 - v. Not relying on the cleaners to clean up after you. The fortnightly clean of communal areas is a general clean only.
 - vi. If renting a room only in a shared property, paying a share of the costs of any work required to shared areas which have been caused by tenants' acts or omissions contrary to the terms of the tenancy agreement and/or these Terms of Service. Such costs to be divided equally by the number of tenants in occupation at the time of costs being incurred, unless an individual tenant admits responsibility and agrees to be billed for the cost of the works in their entirety.
- 7.33 Paying for a professional end-of-tenancy clean after you have vacated the property, including carpets, sofas, soft furnishings, ovens, hobs, cooker hoods, etc, where applicable. You agree, where possible, that we may use the same cleaners as were used for any pre-tenancy clean, to ensure the same standard of cleaning. You agree that all cleaning costs may be deducted from the security deposit unless previously paid in advance.
- 7.34 Acting in a 'tenant-like' manner at all times.

8. Fees to Tenants

- 8.1 Please see the end of this section for an example of the fees and others sums that would be payable by a couple moving into a two bedroom property.
- 8.2 To calculate the rent, security deposit and fees payable to start a tenancy application and move into a property, download our payments widget at <http://bit.ly/tenancy-payments-widget>.
- 8.3 If you abide by the terms of the tenancy agreement you will not have to pay us any fees during the course of the tenancy, unless you specifically request additional services from us. If we have to write to you about a matter which is within the terms of the tenancy agreement and our agreement with the landlord then there is no charge.
- 8.4 If you do not abide by the terms of the tenancy agreement or these Terms of Service, or you request additional services from us, you agree to pay us the fees as described in this document, or at our hourly rate plus costs.
- 8.5 All fees include VAT and are as stated in this Terms of Service for Tenants document.
- 8.6 You agree to pay all fees due in respect of this tenancy or related fees as detailed via direct debit.
- 8.7 You agree to settle any fees chargeable to you within 7 days of the invoice date. Should any accounts not be settled within 7 days of the invoice date then we may, at our discretion, charge interest on the outstanding sum at the annual rate of 8% plus the Bank of England base rate. We may take legal action to recover any unpaid sums.
- 8.8 If we incur expenses due to late payment by you, then we are entitled to recover from you all reasonable expenses incurred by us as a result of that late payment.
- 8.9 You are not entitled to withhold any monies due to us under the terms of this agreement for any reason.
- 8.10 Although we will make every effort to maintain our quoted rates, we reserve the right to change said rates during the course of the tenancy, but only after giving you one month's prior written notice. This includes any change to hourly rates.
- 8.11 **Hourly rate - £120.** If ask us to provide any services to you or on your behalf, or we are required to do so, which are outside the scope of the tenancy agreement, then our time will be charged at our hourly rate plus costs.
- 8.12 If you lose your keys we reserve the right to change the locks and charge you for this work at our hourly rate plus costs.
- 8.13 **Tenancy application fee - £175 per applicant.** This covers our administrative time in dealing with your tenancy application, including taking up references and undertaking comprehensive credit-checks,

checking documentation, tenancy agreement preparation and signing, etc. Please see paragraph 3.6 for more information regarding items covered by the tenancy application fee. This fee is non-returnable if you:

- i. decide not to proceed at any stage for any reason;
- ii. provide incomplete, inaccurate or misleading information to us;
- iii. provide insufficient proof of your right to rent, which we are required to obtain and copy under the Immigration Act;
- iv. provide unsatisfactory references or credit checks;
- v. are unable to provide a guarantor or pay the whole contract rent in advance;
- vi. take longer than seven days to pay the security deposit and first month's rent, when requested to do so;
- vii. take longer than seven days to sign the tenancy agreement, when requested to do so, or;
- viii. otherwise fail to take up your tenancy by the agreed start date.

8.14 Guarantor application fee (if required) – £115 per guarantor. If you are unable to provide satisfactory references or should fail your credit checks, but would still like to proceed with your application, a guarantor application fee will also be payable. This covers our administrative time in dealing with your guarantor application, including taking up references and undertaking comprehensive credit checks on your guarantor. This fee is non-returnable as per the tenancy application fee.

8.15 Moving from one property/room to another managed by us. Tenancy application fee and guarantor application fees at 50% of standard fees. Inventory and check-out costs, etc, will apply as quoted in this document.

8.16 Inventory and schedule of condition – This document records the condition of the property, its fixtures, fittings and any furniture immediately prior to check in. It protects the landlord against any damage you might cause to the property, but also equally protects you from any unreasonable claims for damage by the landlord. The inventory fee is therefore split between you and the landlord, and the figures in the table below show your half of the total cost. This is payable by you in advance with the first month's rent payment. Cost dependent on size of property – please see table below for details:

Inventory and schedule of condition fees	
Room in house share	£60
Studio	£100
One bed	£109
Two beds	£119
Three beds	£138
Four beds	£157
Five beds	£176

8.17 Check-in fee - You are checked into the property at the start of your tenancy against the inventory and schedule of condition, described above. The check-in fee is payable by landlord.

8.18 Check-out fee – You are checked out of the property at the end of your tenancy against the same inventory and schedule of condition, described above. The check-out fee is payable by you, in advance with the first month's rent payment. Cost dependent on size of property – please see table below for details:

Check-out fees	
Room in house share	£60
Studio	£114
One bed	£133
Two beds	£152
Three beds	£181
Four beds	£219
Five beds	£257

8.19 Lock outs - Monday to Friday excluding bank holidays 9:00am to 5:00pm - £60. All other times - £120. If you should lock yourself out of the property, call-out fees to let you back into the property will apply as above. We will let you back in to the property as soon as possible. However you might have to wait several hours if we are not immediately available, and occasionally we may not be available at all. If you do not wish to pay the above fee, or if you need access sooner than we are able to provide it, then you may at your discretion call a locksmith, at your own expense, to let you back into the property. If they need to change the lock then you will also need to pay for the new lock, plus all costs for making good any damage caused to the property by the locksmith. You agree to provide us with a key for the new lock within seven days of the lock being changed. If renting a room only in a shared property and the front door lock is changed, you also agree to provide each tenant with a new front door key

within 24 hours of the lock being changed.

- 8.20 Late payment of rent fee - £20.** If you pay your rent late we will charge you a late payment fee on each and every occasion that you do so. This is to cover our administrative time and any associated bank costs. If we have to write to you about this matter we will charge you our standard letter/email charge in addition to this late payment fee. You may be liable for interest and further late payment charges if your rent is overdue by more than one calendar month.
- 8.21 Standard letter/email charge - £20.** If we have to write to you about any matter due to your failure to abide by the terms of the tenancy agreement we will charge you our standard letter/email charge.
- 8.22 Repair call-out charge** – You may be liable for repair or call-out charges in certain circumstances – please see Section 11 for more information.
- 8.23 Referencing fee – £30 single, £45 joint.** Referencing is outside the scope of your tenancy agreement with the landlord, and is therefore an additional service which we may provide to you at our discretion. If you ask us to provide you with a reference at the end of your tenancy then you agree to pay our referencing fee.
- 8.24 Adjustment of rent payment date - £60.** Changing the date that your rent payment leaves your account is an additional service which is outside the scope of your tenancy agreement. If you ask us to change the date that you pay your rent then you agree to pay this fee. This covers our administrative time in dealing with matter for you.
- 8.25 Zero Deposit Option** - If you choose our zero deposit option you agree to pay us an amount equal to 4% of the monthly rent or £20, whichever is the greater, every month in lieu of paying a security deposit. Your monthly zero deposit payment will be collected with your rent payment and is non-refundable. For the purposes of deposit protection legislation your zero deposit option payment is not a deposit. If you should cause damage to your room or the property and the cost of making good such damage exceeds the total value of the zero deposit payments collected from you then you agree that any and all outstanding sums may be collected via your direct debit mandate, or may be settled from rent monies that you may have overpaid, if any.
- 8.26 End-of-tenancy cleaning** – Your property will be professionally pre-tenancy cleaned immediately prior to you moving in. You are responsible for returning the property to us at the end of your tenancy in the same condition of cleanliness. At the end of your tenancy you may clean the property yourself if you wish. However please bear in mind the following points:
- i. You would have to spend your own time cleaning the property, so while you might save some money, it would cost you some time – probably more than you realise.
 - ii. There is a cost to you in time instead of money. If you earn more than a cleaner does, then it does not really make economic sense for you to spend your time cleaning the property.

- iii. You will be very busy moving home at the point where the cleaning needs to be done, so you might not actually have the time to clean the property yourself.
- iv. You would have to move all your possessions and furniture out of the property before you can clean it, as you won't be able to clean it properly otherwise. You can't clean around your furniture, and you can't clean drawers and cupboards if there are still items in them. You would therefore need to leave the property before your tenancy actually ends, and then come back and clean it, because you won't have access to the property after the end of your tenancy.
- v. If there are carpets in the property you will have to hire a carpet cleaner, and provide a copy of the invoice to us as evidence that carpets have been cleaned.
- vi. If your cleaning is not to the required standard then we will have to get our own cleaners in anyway, so you would still be liable for the cleaning cost.

8.27 Standard of cleaning required at end of tenancy –The cleaning standard to bear in mind is 'hotel clean'. That is, if you were to stay in a good hotel, the standard to which you would expect your room and facilities to be cleaned. Some examples of cleaning tasks include the following:

- i. Floor coverings vacuumed, hard floor coverings washed and carpets shampooed;
- ii. Shiny surfaces cleaned and polished, including door handles, light switches and socket outlets;
- iii. Windows, window frames and windowboards cleaned internally;
- iv. Tiled areas cleaned of grease, run marks and limescale;
- v. Cupboards, drawers and shelves cleaned;
- vi. Appliances (eg ovens, hobs, fridges, freezers, washing machines, dishwashers) cleaned inside and out, filters cleaned, polished and left free from food debris, dust, grease and run marks;
- vii. Sanitary ware surfaces, overflows, waste outlets, plugs, chains and shower screens cleaned and left free from hair, run marks and limescale;
- viii. Walls, ceilings and light fittings cleaned and dusted to ensure no cobwebs;
- ix. Skirting boards, door frames, doors, balustrades and any other gloss painted surfaces vacuumed and cleaned;
- x. Furniture cleaned and dusted inside and out, also behind and underneath furniture.
- xi. Bins emptied and cleaned.

8.28 If your property requires cleaning at the end of your tenancy, based on the evidence contained in the check-in/inventory and check-out reports, then you agree that all cleaning costs may be deducted from

the security deposit, or overpaid rent if any, unless previously paid in advance. Cost dependent on size of property and subject to change without notice, depending on the length of time until you move out (it could be some years) and the cleaning contractor used. – please see table below for details:

End-of-tenancy cleaning costs (guide prices only and subject to change without notice)	
Room in house share	£30
Studio	£90
One bed	£100
Two beds	£145
Three beds	£195
Four beds	£275
Five beds	£375
Ovens	£45-£90 depending on size
Carpet cleaning	£10-£40 per room depending on size

Example of fees and other sums payable

Here is an example of the fees and other sums that would be payable by a couple, Jennifer and James, moving into a two bedroom flat with a rental value of £1,000 per calendar month. To start the tenancy application process:

- 2 x tenancy application fees of £175 = £350 (see 8.13 for more information). This is the only sum that is payable to us. All other amounts are paid either to the landlord, the inventory clerk or the Deposit Protection Service.
- Holding deposit of £100 payable to the landlord (see 3.1).
- In total, then, Jennifer and James John would need to pay £450 to start their tenancy application.

Once Jennifer and James's credit checking and referencing is complete, they would need to pay the following sums before moving into their new home:

- The balance of the first month's rent, payable to the landlord. That is, £1,000 - £100 holding deposit already paid = £900 (see 3.3).
- Security deposit payable to the Deposit Protection Service, equal to one and a half month's rent - £1,500 (see 4.1).
- Inventory and schedule of condition fee for a two bed flat, payable to the inventory clerk, of £119 (see 8.16).

- Check-out fee for a two bed flat, payable to the inventory clerk, of £152 (see 8.18).

In total, then, Jennifer and James would need to pay a further amount of £2,671 before moving into the property.

After they have been living in the property for a month, we would then collect the second month's rent payment of £1,000 in advance for the next month, and the rent payments would continue like this on a monthly basis until the end of their tenancy.

9. Leaving Before the End of the Fixed Term

- 9.1 You can leave before the end of the fixed term if you find a suitable replacement tenant who meets our criteria and passes all credit checks, or if we find a replacement tenant for you.
- 9.2 To help you with leaving the property before the end of the fixed term, we will attempt to find a replacement tenant for you. If we should do so then you agree to pay us our standard Tenant Finding fee of one month's rent.
- 9.3 You are responsible for paying all rent and utility bills until the end of your tenancy, or until the start date of any new tenancy, whichever is sooner.

10. Mediation

- 10.1 We operate a complaints handling procedure which includes redress mechanisms approved by the Royal Institution of Chartered Surveyors (RICS) Regulatory Board. A copy of our complaints handling procedure is available on request. You agree to attempt to resolve any dispute by following our complaints procedure.

11. Repair and Maintenance

- 11.1 Should your property require repairs to the structure or services, we will deal with them in a timely manner whilst having regard to what is reasonable in the circumstances. For example, if your heating stops working, we will get a heating engineer to you as soon as possible, but how soon will depend upon a number of factors all of which are outside our control, such as time of year, weather conditions and contractor workloads.
- 11.2 When you notify us of a repair, we will arrange for a contractor or an employee of KPM to attend your property in accordance with 11.1.
- 11.3 If a contractor or an employee of KPM attends your property and finds a repair to be a tenant responsibility or that no repair is required, then you agree to be invoiced for the contractor's time/call-out charge, or our time at our hourly rate.

- 11.4 It may be appropriate with some reported repair issues to instruct a contractor to attend at short notice, in which case an out-of-hours call out charge might be payable to the contractor. Such cases will be judged at our discretion, based on the circumstances. You may be liable for this charge as above.

12. Access

- 12.1 Access may be required to your property at any time during normal working hours for the purposes of maintenance, repair, inspection, or viewings.
- 12.2 We may use our keys for the purposes of undertaking interim inspections and viewings.
- 12.3 We may use our keys to provide access to our Gas Safe registered gas engineer for the purpose of carrying out the annual gas safety check.
- 12.4 You may refuse us access, but must not do so unreasonably. Continued denial of access without good reason could potentially lead to termination of your tenancy.
- 12.5 We will give you a minimum of 24 hours' notice of our intention to enter your property, except in an emergency.

13. Emergencies

- 13.1 An emergency is defined as, 'a situation that poses an immediate risk to health, life, property, or environment,' eg. fire, flooding, or structural damage.
- 13.2 If in doubt as to whether a situation is an emergency, consider that in a true emergency you would probably dial 999 first.
- 13.3 While some repair items may be inconvenient (eg. showers not working, no hot water) they are not emergencies and will be dealt with in accordance with Section 11.
- 13.4 Subject to the above, we provide a 24 hour emergency call out service to tenants. This may be to help secure the property if a window or door is damaged, or to help find alternative accommodation if the property has become uninhabitable.
- 13.5 No heating in your property may be considered an emergency depending on the circumstances, eg. weather, time of year, etc. If no heating engineers are available to attend within a reasonable period of time then we may at our discretion provide temporary radiators for you.
- 13.6 In an emergency we may enter the property without notice.

Declaration

I confirm that I have read, understand and agree to these Terms of Service for Tenants:

Signed – Tenant 1

Signed - Tenant 2

Signed – Knight Property Management

Knight Property Management

Regulated by RICS