

TERMS AND CONDITIONS OF TENANCY APPLICATION

In readiness for us to accept a holding payment for your tenancy application and passing your details to our third party referencing company, we request that you read, complete and sign the following document. We are happy at any point to answer any queries you may have, but also please feel free to seek independent legal advice prior to signing this, or any other legal documentation we may put before you.

An introduction to the application process;

- 1) The landlord has instructed us to act on their behalf and source suitable tenant(s). We will either “Fully Manage” the property which means we will be your point of contact, or we will be working on a “Let Only/Tenant Find Only” basis which means we will hand the property back to the landlord once you have moved in and they will be your point of contact.
- 2) The property you are applying for is a Fully Managed property / Let Only property *(delete as appropriate)
- 3) Having viewed the property and arrived at a decision to make an application to rent you are required to provide personal details ranging from name and address to occupation and salary to passport / ID for Right to Rent checks. You are required to provide financial, employer and landlord/agent references as we can only agree to a tenancy on behalf of the landlord, subject to satisfactory replies from those referees. Our checks will also include a search of the Credit Registers to establish your financial credibility. This is necessary for your prospective landlord to confirm that your application is suitable and satisfactory. **For your own guidance you should be aware that to meet the required affordability, your salary/earnings must be at 2.5 times the annual rent.** All of your information is held and used in line with our privacy policy, which you can find on our website www.harrisandrighby.co.uk . We will not only ask to you supply this information in this document, but you will also need to supply all necessary information requested to our third party referencing company, and we would appreciate it if you could complete our questions as fully and thoroughly as possible.
- 4) If you are unable to provide satisfactory references or credit check you may still be offered a Tenancy subject to a satisfactory guarantor being provided. **This person needs to prove income of 3 times the annual rent and to have a clear credit record.**
- 5) The guarantor will be contacted as they will also need to go through the same referencing process as any tenant. Once this has been completed, we will contact them again to provide them with a copy of the tenancy agreement and to ask them to sign a “Guarantor Agreement” which will list their obligations as a guarantor.

- 6) If you have County Court Judgements (CCJ), IVAs or have been declared bankrupt it may prove impossible to grant you a tenancy unless satisfactory evidence of the clearance of debt is produced. If you have any adverse credit or defaults registered against you but do not declare them on your application form, you will be automatically disqualified from proceeding with the tenancy so you are therefore advised in all circumstances of known or suspected bad credit to **discuss the situation fully at the outset** so we may properly advise you of how your application may proceed before you commit to paying a holding deposit.
- 7) Upon receipt of satisfactory references, you will be offered the tenancy subject to confirmation from the prospective landlord of their acceptance of your application, your agreement to the Terms and Conditions of the Tenancy Agreement, a promise to pay the agreed advance of rent and security deposit, and the payment of a holding deposit.
- 8) We use an independent third party referencing company called Vouch (<https://www.vouch.co.uk>) to complete the referencing process on our behalf, and it is very important that you supply them with full and correct information to ensure that you are properly referenced.
- 9) You will also go through Right to Rent checks that are a mandatory requirement for all applicants under the Immigration Act 2016. The Right for Rent check requires that each potential occupant of the property presents their **original** immigration documents (i.e. UK/ EU passport or Biometric Residence Permit) **in person** prior to a tenancy being signed. We are not able to complete this check over video link and copies of documents are not accepted.
- 10) **Please note that in line with General Data Protection regulations 2018 (GDPR) you are required to obtain permission from referees, guarantors and Next of Kin in order for us, or the referencing company, to contact them.** Please ensure that all referees, guarantors and Next of Kin that you have nominated have been advised that they will be contacted by us in relation to the tenancy or the referencing company.

Your Details:

- Your full legal name(s):
- Your contact number(s):
- Your email address(es):
- Your current address(es):
- Your D/O/B(s):

Please fill in the following questions with as much detail as possible;

- How many adults are hoping to move into the property? If the answer is 3 or more, are you related and if so, how?
- How many children (Under 18) are hoping to move into the property and what are their ages?
- Do you have any pets, and if yes, please provide details?
- Do you have any bad credit history, such as a bankruptcy, CCJ or IVA? (Be as honest as possible, that way we can advise you accordingly)
- Are you employed? How much do you earn (before tax) each year? What type of contract do you have (permanent/temporary/zero hours)? Do you work from home?
- Are you in receipt of any benefits, such as Universal Credit or Personal Independence Payment (PIP)?
- Are you currently in rented accommodation or are you a homeowner? Do you need to give any notice? If you are selling a property, what is the expected completion date? **(If you are currently a tenant, did you know we offer £50 cash if you refer us to your current landlord and it results in them signing a contract with us?)**
- What length of tenancy are you looking for? (i.e six months, 12 months or longer)

- What date would you ideally like to move in to the property?
- How many vehicles do you have and what size are they (Small/Medium/Large)?
- Have you, or any member of your family/group, been involved in any disputes with neighbours or anti-social behaviour complaints?
- Do you have anything else you would like to make us aware of, such as anyone who may be living in the property that would be classed as vulnerable or any additional needs we may need to be aware of?
- Do you have any specific requests relating to the property, for example items that were discussed at the viewing with our Negotiator? (It's always good to have these things in writing from the outset)
- Please could you provide the details of your employer (or accountant if you are self-employed)?
- Please could you provide the details of your current landlord or agent (if applicable)?
- Are you happy for us to discuss your reference with any joint applicants?

The Holding Deposit;

In line with the requirements outlined within Schedule 1, Tenant Fees Act 2019 you are required to pay a refundable holding deposit in order to reserve a property. The holding deposit, equal to one weeks rent, will be required to show your firm commitment to renting the property and payable once we have reviewed the information you have supplied on this form and the landlord has agreed to proceed with your application. The holding deposit received will reserve the property whilst reference checks and preparation for a Tenancy Agreement are undertaken.

A holding deposit creates a binding conditional contract between tenant and landlord. Under this contract, the tenant agrees to provide honest representations as to their income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord. The landlord agrees to enter into the tenancy as per the agreed terms subject to satisfactory fulfilment of all pre-tenancy checks.

Tenants are not prevented from registering their interest in more than one property but should consider carefully before doing so due to the above. If they withdraw from the agreement, they will not be entitled to have their holding deposit refunded and could be liable for other contractual remedies. The guidance for tenants therefore is that if you choose to put down more than one holding deposit, you should expect to lose this money on tenancies that do not progress.

A holding deposit can be held for up to 15 calendar days; what is known as the Deadline for Agreement. Your holding deposit will be placed securely in our Client Account for the duration of time that it is held. Once we are in a position to proceed with your application, we will invoice you for the holding deposit and will expect prompt payment of the invoice via BACS transfer. If your application for tenancy is accepted, the one weeks holding deposit can either be repaid to you, or used against your first payment of rent due with your agreement.

There are some cases where the one week holding deposit will not be refundable, these are;

1. The prospective tenant(s) decides not to proceed and withdraws from the application
2. The prospective tenant(s) fail the right to rent check under the Immigration Act 2014
3. The prospective tenant(s) provide false or misleading information
4. The Agent or Landlord have exhausted all options to obtain the information required from the prospective tenant and the prospective tenant fails to provide the information required within 15 calendar days.

All other monies due (i.e balance of rent and the security deposit equal to five weeks rent) must be paid in cleared funds prior to the start date of the tenancy.

The Security Deposit;

The security deposit (separate to the holding deposit) acts as security of your performance of your obligations as a tenant under the terms of Tenancy Agreement and is equivalent to five weeks rent for rent £50,000 per annum or below, and equivalent to six weeks rent for rents £50,000 or above.

This deposit will be returned to you at the end of the tenancy term, without interest, and subject to any deductions that may be necessary to compensate the landlord for any breach of the Tenancy Agreement.

The Deposit Protection Service;

The Security Deposit is held by The Deposit Protection Service which Harris & Rigby is a regulated member. Both landlord and tenant will be informed by Harris & Rigby when the deposit is protected under the scheme. If at the end of a tenancy, there is a dispute and the tenant is dissatisfied, information will be given as to how the tenant can complain to a Scheme Administrator. Further information can be found at www.depositprotection.com.

Utilities and Council Tax;

At the start of the tenancy, where applicable, gas and electricity will be provided by an energy supplier, the details of this supplier information will be communicated to the tenants at the start of the tenancy. Harris & Rigby engage with Homeshift in the interests of saving you money, Homeshift Energy will handle the administration of incoming and vacation of all tenants on our behalf and will always search the market for the best tariffs available. By supplying your details to us, and to our third party referencing provider Vouch, you can give consent to this process. Tenants are not obliged to engage with any one energy supplier and are free to choose any energy supplier option available to them as long as the terms of tenancy are met with regards to the utility obligations.

The incumbent water supplier and relevant district council will also 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.

I/We give consent for Harris & Rigby to share my personal details with Homeshift 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 Homeshift about who supplies Energy for the property and about the Homeshift services.

I understand the above information relating to the partnership between Harris & Rigby and Homeshift.

Tenant(s) Name: _____

Tenant(s) Signature: _____

Date: _____

Data Protection;

Under the General Data Protection Regulations 2018, we must always have a lawful and legitimate basis for processing personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests to use it.

Your personal data will initially be used for following purposes:

1. Referencing you and carrying out Right to Rent checks
2. Communicating with you on matters relating to the tenancy. This may include responding to emails, letters, texts or phone calls from you.

Information provided under the performance of this Agreement may be shared with the landlord and other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, tracing agents, our legal representatives, solicitors, and mortgage lenders, maintenance contractors, utility switch over companies, chartered surveyors, estate agents.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods for six years. Your attention is drawn to our Privacy Policy which can be viewed on our website www.harrisandrigby.co.uk. The Privacy Policy sets out what information we obtain and how we use it.

Our expectations of you as a tenant;

We find it helpful to set out our expectations for our future relationship from the outset.

1. We expect you to behave in a tenant like manner, and treat the property as you would a property you owned. This extends to jobs like changing lightbulbs, changing batteries in smoke alarms and ensuring drains do not become blocks with grease or items other than toilet paper.
2. We request that you report all maintenance problems as soon as you notice them, rather than saving them up until you have a few, or until an interim inspection if the property is under our management.

3. We operate a strict no smoking & no illegal drug policy in all our rental properties. Should we find evidence of either of these activities during an interim property visit, serious consideration will be given to terminate your tenancy.

4. We expect you to be mindful of neighbours and the surrounding properties, and let us know as soon as possible if any disputes arise.

Your expectations of us as your agent (Fully Managed Properties Only);

1. We are available to discuss or help with any issues you may have in relation to your property or tenancy. We are available Monday – Friday, 9am – 5pm, and Saturday 9am - 2pm. We have an out of hours emergency number which can be used in cases of genuine emergency (e.g. Water leaks).

2. We will respond to you and action any maintenance you report to us according to its severity and appropriate timescales.

3. Unless there is an emergency, we will never access the property without your permission. If under our management, we hold a set of keys in our office which are logged on our secure system and locked away. These keys will be released to contractors, safety testing teams and members of our own team but you will always be given at least 24 hours' notice of a visit, longer in the case of interim inspections.

DECLARATION

I confirm that the information I am supplying during the referencing process, to the best of my knowledge and belief, is true. I consent to this information being verified by third parties. I understand that the results of the findings will be forwarded to the appointed letting agent and/or landlord and may be accessed again should I default on my rental payments or apply for a new tenancy agreement in the future. I agree that searches of a Credit Reference Agency will take place.

I understand that in the event of any default by me in the covenants in my tenancy agreement with my landlord, the information contained herein may be disclosed to tracing companies and/or debt collection agencies in order to recover any monies due or to trace my whereabouts.

I agree that the results or details of my referencing can be shared and discussed with any joint applicants or guarantors.

Please ensure this form is returned to us within 3 working days of making an offer unless otherwise agreed. You acknowledge that the property will not be withdrawn from the market until this form, and the holding fee, is received.

You confirm we have agreed a monthly rental amount of £_____ for the property known as
(rental address) _____

The deadline for agreement will be 15 days after the receipt of the holding deposit. If we have agreed a separate deadline for agreement, it will be confirmed in writing.

- I confirm I have been provided with a copy of a draft tenancy agreement prior to giving a holding deposit.
- I confirm I understand the four reasons why my holding deposit would not be returned to me should the tenancy application fail.
- I would like Harris & Rigby Residential Lettings to keep in touch with me in the future with regards to things they feel may be of interest to me.

Signed (Name & Signature of all applicants):

Signed (Name & Signature of all applicants):

Date of application:
