

TENANT TERMS OF BUSINESS

(This is not a tenancy agreement and any agreement is SUBJECT TO CONTRACT)

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| Proposed property: | |
| Property is managed by: | |
| Rent per calendar month: | £ |
| Deposit payable: | £ |
| Refundable holding deposit: | £ Equivalent to 1 weeks' rent – see below for details |
| Proposed tenancy start date: | Deadline for Agreement is 15 days from payment of holding deposit, this Deadline for Agreement is varied by Agreement of the parties signing on the back page to the date specified here – see below for details |
| Tenancy length: | 6 / 12 months |
| Applicants names: (everyone over age 18) | |
| Guarantor Name (if applicable): | |
| Names of any children who will reside at the property: | |
| Details of any pets (to be agreed with the landlord): | |

Application:

Anybody over the age of 18 who will be living at the property is deemed to be an Applicant and will be required to sign the Assured Shorthold Tenancy Agreement whether contributing to the rental payment or not. This means that everyone over the age of 18 should be declared in the section above “Applicants Names” and will be required to sign this document.

All Applicants will be required to complete a Homelet Tenant Referencing form giving both personal and general details about themselves. These details will be used to complete referencing (an employment check and landlord check) and credit checks. By signing this form, you agree that Astley Samuel Leeder Limited (Astleys) and Homelet (our third party referencing company) can use the information provided to apply for references to verify the information provided. We reserve the right to undertake a credit check on any Applicant whether contributing to the rental payment or not.

You are also required to pay a refundable holding fee capped at 1 week's rent. This sum is calculated as follows: Rent per calendar month x 12 divided by 52. This sum will be held during the completion of referencing and will then be offset against the payment of your first month's rent in advance. There is one holding deposit applicable per property. It is your commitment to the property and allows us to stop marketing the property and not undertake any other viewings.

This is not a deposit in the traditional sense and therefore is not subject to Deposit Protection legislation. It will be held in a designated Astleys Lettings Client account until either the Deadline for Agreement date or when your application is cancelled and part or all of the money refunded to you.

Please note that this holding deposit is refundable if the tenancy does not proceed. However, you should be aware that if you fail to declare information on your referencing forms which may be relevant to your application, such as Adverse Credit History (whether current or historic), provision of incorrect addresses, landlord information or employment information, we reserve the right to retain the Holding Deposit.

You should ensure that all relevant ID documentation (including Visas and work permits), proof of UK residence and your completed Homelet forms are provided to us **WITHIN 3 WORKING DAYS** from payment of your holding deposit. Once the documentation is received, we will advise whether there is anything missing.

Your holding deposit will be refunded if your landlord decides not to proceed with the tenancy. Payment of your holding deposit does not constitute an offer of tenancy nor does it commit Astleys to provide you with an alternative property.

Please note: You cannot pay a holding deposit without the applicant having undertaken a viewing in person. This condition will only be waived if a suitably authorised representative has viewed on your behalf or a viewing has been undertaken via Skype, Facetime or similar

Proof of Identity, Address and Employment:

For each applicant we will require proof of UK residency, identity and employment for the purposes of undertaking references and to comply with the Right to Rent Regulations applicable in Wales. This is required for all Applicants and any guarantor related to the application. **Homelet forms, these Terms of Business, ID and proof of residence should be provided within 3 days of receipt of your Holding Deposit.**

Acceptable proof of residency are any one of the following:

- Photocard driving licence (only if not used as proof of name)
- A gas/electricity/water bill which is less than 3 months old
- Council tax bill for current tax year
- A current tenancy agreement
- Confirmation of your current address from your employer on headed paper
- Electoral Register entry
- Bank or building society statement if dated within last 3 months

***Please note, we cannot accept provisional driving licences, credit card statements or mobile phone statements as proof of residency ***

Acceptable confirmation of identity are any one of the following:

- Current UK or EEA photocard driving licence
- Current signed passport
- Original birth certificate
- Photo ID card
- Residence permit issues by Home Office to EEA Nationals
- National identity card bearing photo of applicant
- Photographic registration cards for self employed individuals within the construction industry – CIS4

Guarantors

In some circumstances, we may request that you provide a Guarantor. This person will be required to read through these Term of Business and sign them as you have. They will also be asked to complete a Homelet Referencing form and provide ID as stated above. We understand that it may not always be possible for a Guarantor to present themselves to our office in person (either at the Reservation or Move in appointments) and in that circumstance, we will ask you to arrange video calling with them for us.

Your guarantor will be required to sign a separate Deed of Guarantee which runs alongside the Assured Shorthold Tenancy Agreement. Both documents will be provided prior to the tenancy start date and are legally binding documents. Your guarantor has the option to seek independent legal advice about them should he/she wish to do so. More information about being a Guarantor can be provided if one is required.

As a guarantor, you will be liable for the full amount of rent and the terms of the Tenancy Agreement. This is because all tenants are jointly and severally liable for rent and tenancy terms and conditions under the Assured Shorthold Tenancy Agreement. Legally, you will not be able to argue that you are Guarantor for only one party to the contact.

Payments & Fees:

The following fees and payments are applicable and we should have cleared funds at each stage of your application or tenancy. Payment can be made using the following means:

- Cash
- Online or direct transfer into our client bank account
- Credit or debit card payment

Holding Deposit

Payable on the point of application. This does not guarantee a tenancy until the landlord consents and acceptable references/credit checks are received. It does mean that once paid and once you have signed this document, the property will be removed from the market and no further viewings will proceed. Please note that both Holding Deposit and signed Terms of Business are required to secure the property.

First Month's rent

This is payable prior to, or at the point of, signing the Tenancy Agreement. You will be notified of a sum less the Holding Deposit which is to be paid before you move in.

Security Deposit

This is payable prior to, or at the point of, signing the Tenancy Agreement. This deposit will be held by the Deposit Protection Service unless otherwise stated and is fully refunded to you at the end of the tenancy, subject to the property being in a satisfactory condition (which is judged using the Inventory & Condition report) and to the terms of the Assured Shorthold Tenancy Agreement having been met. No interest will be paid on the Deposit. Deposits that are not in dispute will be refunded within 10 working days of your end of tenancy date via the DPS website. For further information on the DPS, please visit www.depositprotection.com.

Where the landlord holds the deposit under a different scheme the requirements for repayment or conduct of a dispute may vary and you should refer to the relevant terms for the scheme stated on your Assured Shorthold Tenancy Agreement.

Subsequent months' rent

This is payable by standing order mandate which you will be asked to set up via your bank account in good time for the second monthly rental payment. Please note that we do not set up your future rent payments. Standing Order mandates are controlled by you and it is your responsibility to ensure sufficient funds are available in your account on the rent payment date for this. Rent can also be paid by credit or debit card on or before the rent due date which is stated in your Tenancy Agreement.

Late rent payment charge

If a rent payment is missed or made more than 14 days late, Astleys will charge £30.00 (£25.00 + VAT) to the tenant. This covers the cost of chasing for this payment and any letters we have to write to you about this.

Default Fees

Please note that default fees are chargeable for Out of hours/Emergency call outs, replacement of lost keys and missed contractor appointments. Please refer to your Assured Shorthold Tenancy Agreement for more information. These default fees are chargeable at the discretion of the Astleys Lettings.

VAT

VAT is applicable to all fees stated (excluding rent, Holding Deposit and Security Deposit).

***PLEASE NOTE THAT WE WILL NOT RELEASE KEYS TO YOU AT THE START OF YOUR TENANCY IF WE HAVE NOT RECEIVED YOUR FIRST MONTH'S RENT AND FULL DEPOSIT AMOUNT IN CLEARED FUNDS * A cheque does not constitute cleared funds**

Tenancy Agreement

In most cases your Tenancy Agreement will be an Assured Shorthold Tenancy Agreement. For companies this will be a Company Letting Agreement and we expect you to name the Permitted Occupiers. Where there is more than one tenant, please note that you will be jointly and severally liable for both payment of rent and the terms specified within your Tenancy Agreement. A draft copy will be sent to you by email prior to your tenancy start date and if you have any queries, please ensure you contact us before attending for your move in appointment. Please also note that you are entitled to seek independent legal advice about the Agreement before signing.

Tenant Obligations (in brief, full details will be provided in Assured Shorthold Tenancy Agreement)

- The tenant(s) will check and return the Inventory & Condition Report within 10 working days of receipt. This must be signed by either the Lead Tenant or all tenants
- The tenant(s) will not smoke at the property
- The tenant(s) will not keep pets at the property unless agreed with the Landlord. Confirmation of acceptance of pets is subject to payment of an agreed higher deposit
- The tenant(s) are responsible for ensuring all utilities are paid during their occupation of the property
- The tenant(s) will ensure that they arrange a TV licence for the property
- Tenancy agreements will not automatically renew and must be agreed with the landlord for either renewal of a fixed term or a periodic tenancy
- If the tenant(s) remain in occupation after the expiry date of a fixed term agreement, it will become a statutory periodic tenancy which the tenants can bring to an end by service of one months' notice to vacate the following month
- Any furniture or items moved during the period of the tenancy should be returned to their original location as per the Inventory & Condition Report
- The tenant(s) should ensure that once their last month's rent is paid in advance, any standing order mandate in place is cancelled. Astleys are not responsible for this action which can only be completed by the tenant(s)

Inventory & Condition Report

This report contains a list of all fixtures and fittings provided with the property and notes their condition. This will be provided to you for updating once you move into the property and should be returned to us within 10 days.

Please note that if you do not return an amended and signed copy of the Inventory & Condition Report, it will be assumed that you accept the contents. Reports returned after the 10 day period will also be treated as annotations rather than facts and comments added may not be accepted due the time that has elapsed.

At the end of your tenancy, the property will be checked using this Inventory and we will note any missing items or changes to the condition of the property and its fixtures and fittings. Where the changes are as a result of your misuse, neglect or damage, a charge will be made to your deposit. We also look for excessive wear and tear at the property based on the duration of the tenancy and number of occupants. This may also generate a deduction from your deposit.

Regular property visits

Where we act as the managing agent for the landlord, we will carry out routine property visits on their behalf, and this is usually every three months during office hours of 9.30 to 5.30 with your first inspection being six weeks after your commencement date. This will be undertaken having given prior notice to you in line with the terms of your Tenancy Agreement. Please note that where the property is managed by the landlord, they can also arrange to visit the property subject to giving the relevant notice.

GDPR and the Astleys Privacy Policy

Following updates to privacy legislation within the UK, we have updated our privacy policy. Security of your data is important to us and our staff and as such, we will never share your details with third parties unless authorised to do so. For full details of the Astleys Privacy Policy please visit www.astleys.net

Declaration

I / we confirm that I / we have read the above terms and conditions and agree to be bound by the Astleys Tenant Terms of Business. I / we understand that my / our application cannot be processed until all of the abovementioned information has been provided.

I / we understand that I / we must return completed referencing forms, signed Terms of Business and ID within three working days of paying the Holding Deposit.

Signed by prospective tenant 1:

Date:

Signed by prospective tenant 2:

Date:

Signed by guarantor 1:

Date:

Signed by guarantor 2:

Date:

Signed on behalf of Astleys:

Date: