

Terms of Business for Prospective Tenants V 2023/January

<p><u>Application Form</u></p>	<p>You will need to complete an online application form. This also enables our referencing company to take references on each adult who will be resident and any guarantor(s) if appropriate. The Company we use is Goodlord.</p> <p>We use an independent credit referencing company to decide on your financial suitability for the tenancy. By completing the application form you are consenting to search of your credit history. In the event of the credit search resulting in your application being refused, we will not be able to give you reasons. You will be able to obtain details of the information that resulted in the refusal by applying to the company who held the data and we will provide you with their address upon request.</p> <p>There is a holding deposit payable because of the work involved in setting up a new tenancy. These are explained in the <i>Payments/ Holding deposit</i> section below.</p>
<p><u>Proof of Identity & Address</u></p>	<p>For each applicant, we will require proof of identity either photo style driving licence or passport and proof of address, utility bills or credit card/bank statement, this is as per the right to rent forms supplied.</p> <p>IMMIGRATION CHECKS/ Right to Rent The Agent or Landlord may be required by law to carry out immigration checks on any occupiers at the Property. In these circumstances all occupiers who are authorised to live at the Property, whether or not they are named on the tenancy agreement, will be required to provide the Landlord with documentation to support their right to reside in the UK prior to the tenancy being granted. Where an occupier has a limited right to live in the UK the Landlord or Agent is required by law to carry out a follow up check prior to expiry of the occupier's right to live in the UK. Where the occupier cannot produce evidence that they have a right to remain in the UK, the Landlord or Agent are required to make a report to the Home Office. Known as the RIGHT TO RENT.</p>

<p><u>Payments/ Holding Deposit</u></p>	<p>We must have cleared funds at each stage in order to progress your application. We have 2 options either a online payment using a platform or (for some properties only) we accept direct bank transfers to our client account and if needed we will provide the bank details</p> <p>Company Referencing charged at £200+vat totals £240 Holding Deposit – payable at the point of application equivalent to 1 weeks pro rata rent. – to act as a holding deposit that will be taken off the move in costs following successful referencing and taken from the owed balance prior to the agreed tenancy start date.</p> <p>Security Deposit – Equivalent to FIVE WEEKS PRO RATA RENT payable at the point of signing the Tenancy Agreement, prior to any occupation, and refundable in full at the end of your tenancy providing all of the terms of tenancy have been met and the property is returned in a satisfactory condition in accordance with the Inventory. No interest will be paid on the security deposit. All deposits received will be protected in accordance with the legal requirements. Held and registered with the deposit protection service. The DPS, The Pavilions, Bridgwater Road, Bristol, BS13 8AE.</p> <p>First Month's Rent – payable prior to the signing of the Tenancy Agreement in fully cleared funds.</p> <p>We cannot permit entry to the property under any circumstances until the first month's rent and the Security Deposit (or DRS in place) have been paid in full. Subsequent Month's Rent – see <i>Paying Your Rent</i> below.</p>
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<p><u>Paying Your Rent</u></p>	<p>Your rent is payable monthly in advance. When you sign the Tenancy Agreement, you will also be asked to sign a Standing Order mandate to pay the rent for the second month and thereafter.</p> <p>Please allow time for the funds to be transferred from your bank and cleared by our bank so that the payment arrives in time. This in turn enables us to pay the Landlord promptly.</p> <p>If you experience any difficulty in paying your rent, or if you change bank accounts, please inform us immediately. This will enable us to agree on a plan of action that is also acceptable to the Landlord.</p>
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<p><u>Refund Policy</u></p>	<p>If the Landlord withdraws the property before the tenancy is signed, then we will refund you the holding deposit. Any refunds of holding deposits will be made within 7 days.</p> <p>If the application is unsuccessful or if you withdraw (and withdrawal will mean you fail to take action requested by us in order to progress your application within a period of five working days) then your application / holding deposit will not be fully refunded, reasonable costs incurred will be withheld OR if false or misleading statements are made on the application form contained on page 5. Any refunds of holding deposits will be made within 7 days.</p>
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<p><u>Guarantors</u></p>	<p>A Guarantor promises to honour all of the terms of the tenancy except that they will not reside at the property.</p> <p>A suitable Guarantor should be a UK resident, working full-time, provide proof of identification and their address and confirm their relationship to the prospective Tenant. They must complete a Guarantor application form and finally they must countersign the Tenancy Agreement.</p>
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<p><u>Tenancy Agreement</u></p>	<p>An "Assured Shorthold Tenancy Agreement" is drawn up between the Landlord (please note: not Andrew and Co Lettings) and you. Your Tenancy will be for a minimum of six months, unless otherwise agreed.</p> <p>If there is more than one Tenant, then each person is liable for the whole rental commitment and not merely "their share".</p> <p>The Tenancy Agreement is an important document because it safeguards both your interests and those of the Landlord and sets out the legal basis of the tenancy.</p> <p>We also have a Draft Tenancy agreement that is a downloadable document from our website at the following address: https://www.andrewandco.co.uk/lettings/tenant-information/ this document is a draft to show the Andrew & Co tenancy agreement on a full managed basis, some clauses may vary depending on what is agreed between both parties landlord and Tenant.</p>
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<p><u>Services & Utilities</u></p>	<p>You will be responsible of all for the services and utilities that you use, and you will need to have a contract with each of the suppliers. You should arrange for all relevant services to be transferred into your name from the start date of your tenancy and also ensure that all meters are accurately read and reported to include: Council Tax, Water/Sewerage charges, Electricity, gas (if applicable) and fuel oil (if applicable), Telephone / broadband (if applicable), Television licence (if applicable)</p> <p>*Please note that we will only provide meter reads if the landlord has selected for a full professional third party inventory*</p>
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<p><u>Inventory & Condition Report</u></p>	<p>You will be asked to check and countersign the Inventory and Condition Report. If you do not draw any amendments to our attention within 7 days of receipt of the Report, then the inventory will be held to be binding. The counter signing is now an electronic signature.</p>
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	<p>When you vacate the property, the Inventory will be checked and a note made of all changes in condition. Where changes are because of your misuse, neglect or accidental damage then a charge will be made against your Security Deposit. This will be the cost of repair or replacement of the item or to provide the Landlord with equivalent value cash compensation.</p>
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<p><u>Insurance</u></p>	<p>Your personal possessions will not be insured under the Landlord's policy, and you should arrange your own insurance against damage, theft and loss.</p> <p>The policy you select should also provide cover against you causing accidental damage to the Landlord's fixtures and fittings (minimum sum insured £3,000). This significantly reduces the risk to your Security Deposit.</p> <p>You may be asked to produce proof of a suitable policy being in force when you sign the tenancy agreement. We can recommend a good value policy – please ask our local office for details.</p>
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<p><u>Legal Representations</u></p>	<p>We offer the property based on representations made in good faith that the Landlord:</p> <ul style="list-style-type: none"> • Has legal title to the property • Has permission to let from the Freeholder, head leaseholder and mortgage lender • Has informed the building insurer of the letting • Will have arranged for a gas safety certificate to be in force (if there is gas at the property) at the start of the tenancy • Has taken steps to ensure that the electrical installations and equipment are safe to use and that the furnishings comply with fire safety regulations <p>Any verbal representation regarding the property or its contents must be confirmed in writing to ensure no confusion. Extraordinary requirements or special conditions attached to the application must be negotiated and agreed prior to the Tenancy Agreement being signed otherwise the property will be regarded as "let as seen" on the terms set out in this document.</p>
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<p><u>Property Inspections</u></p>	<p>It is a requirement within our Landlords terms of business for us to inspect the property within approximately the first three months of your tenancy and at least every 6 months thereafter. You will receive reasonable notice of the inspection date and time, to be mutually agreed. We aim to keep disruption to an absolute minimum therefore if you are unable to be present at these inspections, we can access the property with our management keys.</p> <p>The aim of the inspection is to confirm that the property is being kept in good order and to identify any actions needed either by you or by the Landlord in accordance with the terms of the Tenancy Agreement.</p> <p>At the end of the inspection our Property Inspection Report will be sent to the Landlord for their perusal and instructions. All reports will contain photographic evidence to be taken at the inspection to show an up-to-date visual record of the property.</p>
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<p><u>Repairs & Maintenance</u></p>	<p>Please notify us immediately if any repairs or maintenance are needed. We use professional tradesman to ensure a high standard of workmanship and prompt service. You do not always have to be present when work is undertaken. With your prior agreement, we will arrange for access to the property. Management Keys will be held in your nearest office.</p> <p>(Fully managed properties only) If a genuine emergency (e.g. leaking roof) arises outside of office hours (e.g. weekends or bank holidays) and urgent attention is needed then you should use your property file application issued at the point of moving in or email propertymanagement@andrewandco.co.uk</p>
<p><u>Renewing or Terminating your Tenancy</u></p>	<p>If you wish to renew your Tenancy Agreement, please give us as much notice as possible before the expiry of the fixed term. We will take the Landlord's instructions and if they are acceptable then a fresh Tenancy Agreement will be drawn up for a further fixed term.</p> <p>You should contact us at least one month before the expiry of the fixed term if you wish to renew for another fixed term otherwise it will continue on a month-by-month basis as a Statutory Periodic Tenancy. If you wish to terminate your Tenancy Agreement, you must give the Landlord at least one month's notice in writing, which must expire on the last day of the fixed term. The Landlord is required to give you two months' notice if he wishes to terminate the tenancy.</p>
<p><u>Leaving the Property Early</u></p>	<p>If you need to leave the property before the expiry of the fixed term (which is normally a minimum of 12 months), you will have to pay the rent and all other outgoings until any new tenant is in occupation or until the expiration of any remaining tenancy period.</p> <p>If you leave under these circumstances, you will be charged a re-arrangement fee that the landlord incurred at the commencement of the tenancy. This will be requested to be with us before we commence marketing but only becomes payable when a new tenancy has been arranged. In addition, an administration fee of £50 including VAT will be due, and this will be requested prior to marketing.</p>
<p><u>Moving Out Checklist</u></p>	<p>You must:-</p> <ul style="list-style-type: none"> • Clean the property • Tend to any garden • Return all the keys • Cancel your rent standing order mandate • Read the meters and notify the suppliers • Confirm details of utility suppliers to Andrew & Co • Re-direct your mail • Cancel any milk or newspaper deliveries <p>Andrew & Co will:-</p> <ul style="list-style-type: none"> • Inspect the property • Notify the Council Tax Authority • Refund your Deposit (or adjust accordingly)
<p><u>Customer Service</u></p>	<p>We aim to treat Tenants as valued customers.</p> <p>If you believe that you have a grievance, please write to Andrew and Co at the following address: 5 kings parade, Ashford, Kent TN24 8TA. The grievance will be acknowledged immediately, investigated thoroughly and a reply sent to you within 10 working days.</p>
<p><u>Here to Help</u></p>	<ul style="list-style-type: none"> • We wish to ensure that you enjoy living in the property and that the tenancy runs smoothly. • Please look after the property, pay the rent on time and notify us promptly of any problems that arise. • We are here to help and we aim to conduct fair and reasonable business relationships with our tenants.



Terms of Business for Prospective Tenants – Declaration of Intent

Property being applied for:-	
Proposed rent:-	£
Proposed start date:-	
Tenancy length (in months):-	
Guarantor needed? If yes, name:-	
Tenancy Conditions (only tick a box if paying upfront):-	<input type="checkbox"/> 6 months <input type="checkbox"/> 12 months
Are you aware of any adverse credit history (please detail including amount outstanding):-	
Pets (include details):-	
Smokers:-	<input type="checkbox"/> No <input type="checkbox"/> Yes

Please complete all boxes. Incomplete information may result in your application being declined.

- We apply for a tenancy at the above property.*
- We understand that until a tenancy agreement is signed then all arrangements are 'subject to contract' and no tenancy can be guaranteed.*
- I/We confirm that there will be/will not be children living at the property (if there will then please write your children's name and ages in the space below).*

APPLICANT NAMES & CONTACT ADDRESSES <small>(Including All Middle Names)</small>	PHONE NO.	EMAIL ADDRESS	DATE OF BIRTH	OCCUPATION & SALARY
In Rented/Homeowner/Living With Friends & Relatives – Delete as appropriate				
In Rented/Homeowner/Living With Friends & Relatives – Delete as appropriate				
In Rented/Homeowner/Living With Friends & Relatives – Delete as appropriate				
In Rented/Homeowner/Living With Friends & Relatives – Delete as appropriate				
NAMES OF ANY CHILDREN <small>(Any Children Over 18 Must Be Names as "Tenant")</small>			DATE OF BIRTH	

We confirm that we have read, understand and agree to be bound by these Terms of Business for Tenants and also all information provided is accurate and true to the best of our knowledge.

Signature of prospective tenant/s:

Signed:.....

Date:

Signed:.....

Date:

Signature on behalf of Andrew and Co Lettings to acknowledge receipt of application

Signed:.....

Date:

Please email pages 5 and 6 of this form, your completed Right to Rent forms and identification (passport, current proof of address) to the following email address only:

lettings@andrewandco.co.uk

We can only put forward offers if all documentation and photo identification is received.

Please do not email forms to individual email addresses as they are not always monitored and may result with your offer not being put forward in time.