

Application to Rent and Terms & Conditions for Tenants



Proposed Tenants Details

Complete the details below in full for each person who will be residing at the property. Please note that children over the age of 18 are required to be named on the tenancy agreement as joint Tenants and undergo a full reference check. Where you have more than one source of income, please include the combined total.

Full Name

(including any middle names)

Current Address

Postcode

Mobile Telephone

Work Telephone

Email Address

Occupation

Company

Salary £

(per annum)

Signed		Dated	
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Full Name

(including any middle names)

Current Address

Postcode

Mobile Telephone

Work Telephone

Email Address

Occupation

Company

Salary £

(per annum)

Signed		Dated	
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Full Name

(including any middle names)

Current Address

Postcode

Mobile Telephone

Work Telephone

Email Address

Occupation

Company

Salary £

(per annum)

Signed		Dated	
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Full Name

(including any middle names)

Current Address

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Mobile Telephone

Work Telephone

Email Address

Occupation

Company

Salary £

(per annum)

Signed		Dated	
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References & ID

Each named tenant will be asked to complete a reference application form which is processed by an external reference company, Let Alliance. Before a tenancy can proceed you will need to provide us with photo ID in the form of a passport or driving licence along with proof of address. Please note that any information provided which relates to nationality is for the sole purpose of complying with The Immigration Act 2016 and Right to Rent checks.

If for any reason the references are not suitable the Landlord may agree to your proceeding to a tenancy supported by a Guarantor or paying rent in advance. Should a guarantor be required for the tenancy that said a person will be referenced in the same manner as prospective tenants. The guarantor will be named and required to sign the tenancy agreement along with a letter outlining their responsibilities. Please note that there can only be one guarantor per tenancy who must be UK based.

There are three parts to the process:

- 1. Credit Check:** We check for bad credit, IVA's, Bankruptcy orders and CCJ's. If you have any adverse credit it is important that you declare this and make us aware of it.
- 2. Current Landlord Check:** We will contact the landlord or agent who you are renting from
- 3. Verification of Earnings:** It will need to be verified that you can meet the rental obligations and will verify your income.

Employed Applicants: We will need a current employer reference. We will need the name of your line manager or the correct contact in HR or Payroll department. We can provide a letter of authority for you.

Self-Employment: A reference from your accountant will need to be obtained or sight of your last 2 year's accounts and/or you last two to three years of SA302's/SA100's/CIS Vouchers. Bank statements may be requested.

Unemployed: Applicants will need to have a Guarantor

Students: Will require a Guarantor. You will need to provide copies of any student loan paperwork that you have received.

Independent Means: Including savings, pensions and investments. This will require your last 6 month's bank statements and may need an accountant's reference. We will need documentation such as Savings statements, Investment statements, Accountant details and Premium Bond certificates.

Retired: Annual Pension statement (most recent) or reference from pension provider will be required.

Additional Income: Please make any additional income clear, this can include: Tax Credits, Savings, Additional Job

If you have any questions at any point regarding your references, please contact Let Alliance on 0845 685 0475. Documents can be sent via fax to 01244 241 117 or by email to tenant@letalliance.co.uk

Once the reference application form(s) have been processed, we will pass on the report(s) and if requested, the reference information obtained by the external referencing company to the Landlord for approval. In signing this form you acknowledge and agree for the purposes of the EU General Data Protection Regulation 2018 that all information (including reference material obtained by the external reference company) that we receive about you may be retained by James Anderson and used or shared with the landlord, their advisers, our credit reference providers and for account administration including debt tracing and collection and for all management decisions and operations. We will record and retain sensitive personal data. You are entitled to request a copy of all data held about you and to have the same amended if found to be incorrect.

Tenancy Agreement

We will prepare a Tenancy Agreement presuming that the property will be your principal home. If this is not the case you must notify us immediately. If a Company is the named Tenant the Tenancy Agreement must be signed by a Director, Company Secretary or someone who is equally authorised to sign on the Company's behalf. We require that the Company confirm their intention to take the property in writing and provide a copy of the Memorandum and Articles of Associations and a list of authorised signatories of the company. All prospective tenant(s) must be named in the tenancy agreement and are jointly and individually bound by the terms of the agreement. The tenancy agreement forms a legally binding contract between the landlord and the tenant(s). If you are unsure of its contents or your rights and obligations, we recommend that you consult a solicitor. We may require Tenancy Agreements to be signed electronically by either the Tenant or Landlord (whether by fax, email or website authentication). In this instance, contracts are binding and admissible as evidence. All file data is stored electronically and original paperwork destroyed. We use a service called Agreement Express by Recombo that allows you to review & legally sign tenancy documents over the internet. Unless agreed otherwise we will be forwarding your paperwork to you for electronic signature. Please note that the Agreement may be liable to Stamp Duty and that this is something for which you are responsible. Further information



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regarding any potential liability for Stamp Duty can be found on the HM Revenue and Customs website www.hmrc.gov.uk.

Early Termination

Subject to the landlord's agreement, should you wish to terminate your tenancy prior to the end of the agreed term (known as an Early Termination or Surrender), you will be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy agreement until the start date of the replacement tenancy and responsible for the payment of the outstanding commission due from the landlord for the remainder of the tenancy and any other costs which the landlord may incur. These costs will be no more than the maximum of outstanding rent on the tenancy.

Change of Sharer (Tenant's Request)

In the event of a tenancy where one or more tenant wishes to be released from their contract by finding a replacement tenant or a request for an additional tenant to be added to the tenancy (known as a tenancy swap or change of sharer), James Anderson must be contacted immediately to discuss this and approach the landlord. Subject to the landlord's consent and approved references for the replacement tenant(s), and remaining tenants where necessary, a fee of £50.00 (inc VAT) per replacement tenant or any reasonable costs incurred if higher shall be charged. This payment is to cover the costs associated with taking landlord's instructions, Right to Rent checks, deposit registration as well as the preparation and execution of new legal documents. This will be payable prior to the new tenant taking occupation and before new tenancy documentation will be produced.

Inventory Check-In & Check-Out

Unless otherwise detailed in your tenancy agreement your Landlord will pay for the inventory check-in at the start of your tenancy and for the inventory check-out at the end. An inventory will normally be checked in at a pre-arranged time on the day the tenancy commences with an independent inventory clerk booked by James Anderson. It is strongly recommended that the Tenant is present both for the check-in and check-out to avoid any disputes at the end of the tenancy. If you are unable to attend you should arrange for a representative to attend on your behalf. You must inform us as soon as possible if you have to change an appointment in order to avoid cancellation charges. At the end of the tenancy the cost of missing items, cleaning required, or damage to the fixture and fittings will be estimated and sent to you for your comment and approval.

You are deemed to have accepted the content of the inventory report unless you notify James Anderson and/or

your landlord in writing of any changes which may be required within the first 7 days of your tenancy.

Reasonable care will be taken when instructing independent inventory clerks but James Anderson accepts no liability for error or omission on their part.

Deposit

For all tenancies where the annual rental figure is below £50,000.00 a deposit equivalent to five (5) week's rent must be paid in cleared funds prior to the commencement of the tenancy, which is held in accordance with the terms of the tenancy. This covers damages or defaults on the part of the tenant during the tenancy. If the Landlord has agreed that you can have a pet in the property, a deposit equivalent to five (5) week's rent must be paid in cleared funds prior to the commencement of the tenancy.

For tenancies where the annual rental figure is equal to or exceeds £50,000.00 per year a deposit equivalent to six (6) week's rent must be paid in cleared funds prior to the commencement of the tenancy, which is held in accordance with the terms of the tenancy. This covers damages or defaults on the part of the tenant during the tenancy. If the Landlord has agreed that you can have a pet in the property, a deposit equivalent to six (6) week's rent must be paid in cleared funds prior to the commencement of the tenancy.

For example, where a tenancy has a monthly rental figure of £1,000.00 per month, the annual rental figure is calculated to be £12,000.00 (£1,000.00 x 12). The weekly rental figure is calculated to be £230.77 (£12,000.00/52). Therefore a 5 week deposit is calculated to be £1,153.85 (£230.77 x 5).

This money is refundable to you at the end of the tenancy once any deductions for damage or default have been established and a mutual agreement has been confirmed between the landlord & tenant(s). All deposit deductions will be agreed in writing by both the landlord and tenant after the end of the tenancy. As the tenancy agreement is a contract between the landlord and tenant, the tenant will not hold James Anderson liable for any deductions made from the deposit which may be in dispute.

The Deposit will be held in accordance with the terms of the tenancy agreement and James Anderson or your Landlord will place the Deposit in a designated interest earning client account. All interest earned on the Deposit will belong to James Anderson.

Payment of Preliminary Monies

The preliminary monies will be required in cleared funds prior



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to the commencement of the tenancy and consist of the first rental payment in advance and five or six week's deposit. All payments must be received by either: banker's draft; bank transfer (before 3pm Monday-Friday); debit card payment or credit card payment. Please note that all credit or debit card payments will need to be processed by us at least 5 working days prior to the commencement of the tenancy.

We do not accept American Express or Diners Club cards. Due to Anti-Money Laundering Regulations, we are unable to accept payment in cash. We do not accept any monies on a Saturday and all payments must be cleared by 3pm on the previous Friday for any weekend move-in.

Subsequent Rental Payments

Once the preliminary monies have been paid in cleared funds, all subsequent rental payments must be made by bank standing order as specified in your tenancy agreement. Rent must be received by the due date as stated in the tenancy agreement which will require the standing order to be set up three working days prior to the rent being due. James Anderson must be in receipt of proof that a standing order instruction has been received by your bank prior to the start of the tenancy. In the case of multiple tenants, rent must be received from one account only.

Unpaid Rent

Please note that interest will be charged on unpaid rent at 3% above the Bank of England Base Rate from the Rent Due Date until paid in order to pursue non-payment of rent. Please note that this will not be levied until the rent is more than 14 days in arrears.

Loss of Key(s) or Other Security Devices

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for a tenant, landlord and any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc VAT) for the time taken replacing lost key(s) or other security device(s).

Variation of Contract (Tenant's Request)

To cover the costs associated with taking the Landlord's instructions as well as the preparation and execution of new legal documents a charge of £50 (inc VAT) shall be payable by the tenant(s).

Taxation

Should you pay your rent directly to your landlord's bank account either at the start of, or at any time during your tenancy and your landlord is resident overseas, then you will be responsible for applying to the HMRC's (Her Majesty's Revenue and Customs) Non-Resident Landlord Scheme for details on taxing UK rental income. This does not apply when you are paying your rent directly to James Anderson.

Insurance

The Landlord will be responsible for insuring the buildings and the contents belonging to them. It is your responsibility to insure your own belongings throughout the tenancy. Please note that Tenant's belongings will not be covered by the Landlord's insurance policy. James Anderson are not permitted or qualified to advise or arrange any insurance policies.

Property Management

At the commencement of the tenancy, we will advise you who will be responsible for the day to day management of the property (this is not always James Anderson) and provide you with the relevant contact details. Where we are not managing the property we are unable to arrange any repairs or maintenance on the Landlord's behalf, nor can we control how quickly repairs will be carried out. Please note that where James Anderson are responsible for the management of the property, we will need to obtain the landlord's consent before arranging a repair or replacement.

As part of our management service on behalf of the Landlord, we may be asked to carry out property visits approximately four times a year. We will give you written a notice of the date and time of the visit. It is not compulsory for you to attend, although you may wish to do so. If you are unable to be present and have given consent, we will use our set of management keys to gain access. The purpose of these visits is to ensure that we are aware of any repairs or maintenance that may be necessary.

Where we do not provide a full management service, the Landlord may make arrangements directly with you to gain access to check the property.

Renewal of Tenancy

You will be contacted three months prior to the end of your tenancy to confirm if you wish to renew or end your tenancy. If the tenancy is renewed then James Anderson will update your tenancy documents and details and provide renewal documents for signature to you and your Landlord.

Telephone Calls



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All telephone calls made and received may be recorded for training and monitoring purposes.

VAT

All charges levied by James Anderson are subject to VAT at the prevailing rate. All charges quoted have VAT included where applicable unless otherwise stated.

EU General Data Protection Regulation 2016

For the purpose of the Data Protection Act 1998 and General Data Protection Regulation EU 2016/679, the data controller is James Anderson Estate Agents, a company registered in England under the company number 3289426, whose registered address is Lambourn House, 17 Sheen Lane, Mortlake, London SW14 8HY.

1. What type of information do we collect from you?

When you access our website (<https://jamesanderson.co.uk>) and/or register your interest in the use of our services, James Anderson Estate Agents and any other third-parties who host, maintain or support our delivery of services may collect personal and technical information about you.

The personal information we collect from you will typically include the following:

- Full name and contact details (including your date of birth, contact number, email and postal address).
- Any phone number or email used to get in touch with our customer services and/or offices.
- Information relating to your identity where we are required by law to collect this to comply with the Money Laundering Regulations 2017 and the Immigration Act (such as passport and/or driving license).
- Information on your close connections where we are required to conduct conflicts of interests under regulatory obligations.
- Your banking details where required such as where you are letting a property or, where renting, to set up an approved tenancy deposit account for you and arrange for rental payments.
- Information on any access requirements you have necessary to enable us to find suitable properties for you, which may consist of special category personal data comprising details of any disability or other health information about you.
- Details about your areas of interest where we wish to send you marketing information about similar products and/or services.

The technical information collected is anonymous (none of the personal data mentioned above is collected) and will include the usage information about your visits to our website (via 'cookies' which enables our website to remember information about you and your preferences). Please read our 'Cookie Policy' for further details. The technical information collected includes:

- Internet Protocol (IP) address used to connect your device to the Internet.
- URL clickstream to and from our site (including date and time).
- Device operating system and platform.
- Device location data (if function is not disabled on your device).
- Browser and plugin types and versions.
- Login usernames (for security reasons and required for the use of the website feature 'favourites' and 'MyHome' platform in lettings services).
- Time zone settings.
- Pages and/or products viewed and/or searched for.
- Time spent on certain page and page interaction information (such as scrolling, clicks and mouse-overs).
- Methods used to land and exit from the website and/or page.
- Page response times
- Download errors.
- Communication history between you and our company, including a record of the email, telephone and postal correspondence created a) when you contact us as part of a product or service query, b) during the contractual period of the delivery of services.

Where we need to collect personal data by law (for example, to meet our obligations to prevent fraud and money laundering) or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to a) perform the existing contract and/or services as requested, b) enter in a contract and/or services as requested. In this case, we may have to cancel a contract or service you have with us, but we will notify you if this is the case at the time.

2. On what basis can we process your information?

The legal grounds under data protection legislation for processing your personal data are as follows:

- It is necessary for the performance of a contract to which you are a party, or to take steps prior to entering into a contract with you, for us to provide you with our products and services;
- You have given us explicit consent to the processing of your personal data for one or more specific purposes, namely 1) where you have given us consent to receive electronic marketing by us and/or 2) to process your Special Category Personal Data described above. You do not need to provide us with marketing consent in order to receive our services;
- It is necessary for the purposes of our legitimate interests, except where our interests are overridden by the interests, rights or freedoms of affected individuals (such as you). To determine this, we shall consider a number of factors, such as what you were told at the time you provided your data, what your expectations are about the processing of the data, the nature of the data, and the impact of the processing on you. Our legitimate interests include processing necessary to improve and to promote our



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services and product and to better understand our customers' interests and knowledge of the property market and to administer the technical aspects of our service and products;

- Where we need to comply with a legal obligation; or in rare circumstances;
- Where we need to protect your interests (or someone else's interests); and/or
- Where it is needed in the public interest or for official purposes.

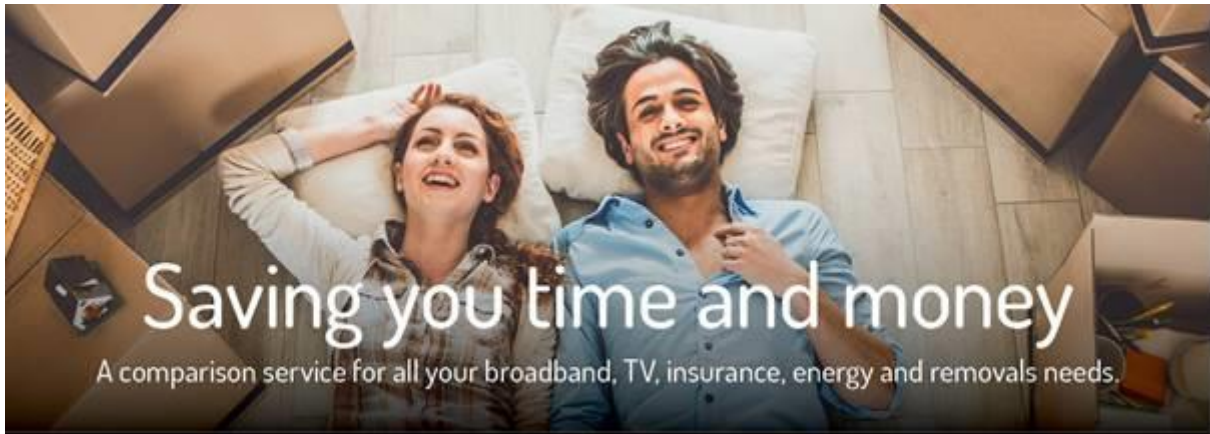
3. What are we going to do with your information?

We will hold and use personal information about you in the following ways:

- To fulfil our obligations to you when providing you with our property services;
- To share your information with others where necessary to fulfil our property services for you or where acting as agent for a third party on your behalf;
- To comply with our statutory and regulatory obligations, including verifying your identity, prevention of fraud and money laundering and to assess your credit worthiness;
- Communicate with you during the course of providing our services, for example with your enquiries and requests;
- Statistical purposes so we can analyse figures to help us manage our business and plan strategically for the future;
- To provide you, or to enable third parties to provide you, with information about goods or services we feel may interest you: where you have provided permission for us to do so or, if you are an existing customer where we choose to contact you by electronic means (including newsletter and email) with information about our own goods and services similar to those which you have already obtained from us or negotiated to obtain from us (for those marketing messages you can unsubscribe at any time);
- Track your use of our service, including your navigation of our website in order to improve the website performance and user experience;
- To ensure that content from our website is presented in the most effective manner for you and for your device;
- To notify you about changes to our service.

For more information on how we collect and process personal and technical data, please read our 'Privacy Policy' (<https://jamesanderson.co.uk/privacy-policy/>) and Website Terms and Conditions (<https://jamesanderson.co.uk/terms-and-conditions/>).





Registration of Tenancy Information

To help with the move-in process we have teamed up with Tenant Shop to streamline the registration process for your new property by notifying the local council, water supplier and your incumbent energy provider of your move.

We will use software supplied by Tenant Shop to notify all the necessary organisations that you have arrived and provide your contact information, moving in date and meter readings where applicable.

The reverse will happen when you move out.

Broadband & TV

When moving in to your new property you may wish to arrange a Broadband connection & TV package. Our Partner Tenant Shop can offer you exclusive discounts through market leading providers SKY & Virgin Media, and regularly have offers of up to 50% off the standard pricing*

I give permission for Tenant Shop to contact me by phone and email to provide support and advice on arranging the best TV & Broadband package for my needs

Signed:

Gas & Electricity

On moving in to your new property, you will be placed on a standard Gas & Electricity tariff. This tariff is the providers most expensive tariff, Tenant Shop will provide you with a choice of market comparison to find a tariff with a more suitable rate for your property.

I give permission for Tenant Shop to contact me by phone and email to arrange a more suitable energy tariff

Signed:





Tenant Shop

As well as phone Tenant Shop may contact me by: Email SMS
Signed:

Tenant Name

Tenant Name:

Form Completion Date:

IMC Financial Services – Income Protection Insurance (Sickness and Accident)

Once terms have been agreed you will be entering into a legal agreement for a considerable financial sum (e.g. £2000 PCM rent x 24 months = £48,000.00). Have you considered how you would meet this commitment if you were to fall ill preventing you from working or if you had an employment issue? This is a question we are often asked by Landlords prior to accepting an offer. Our Financial Services company IMC have helped thousands of clients overcome this fear and with policies starting from as little as £10 per month.

I give permission for IMC Financial Services to contact me by phone and email to discuss Income Protection Insurance (Sickness and Accident)

Signed:

Date:

