

2019

Terms of Business
Tenant

str@ts
Homes

APPLICATION FOR TENANCY

By completing this form you ask us to enter into negotiations with the owner of your chosen property.

Property address: _____

No. of Bedrooms: _____

No. of Occupants: _____

Rent: £ _____ Per Calendar Month

If Utilities are Included in the Rent Specified Above, Complete Below (Delete if not applicable)

Rent is inclusive of the following utilities (as circled):

Gas Electricity Water TV Licence TV Package Broadband (Wireless) Council Tax

Total Tenancy Allowance on Utilities not to Exceed (as circled): £2340.00 / £2912.00 / £3380.00 / £3744.00

If the limit is exceeded you will be liable to pay the difference.

Term of Tenancy: _____ Months

Proposed move in date: ____/____/____

Expected move out date: ____/____/____

Additional Options:

Utilities Included: £ _____ Cost for Term of Tenancy

(Option to include Gas, Electricity and Water Only – Tenancy allowance specified must not be exceeded. Liability of over usage due by tenant at end of tenancy)

Communal Cleaning: £ _____ Per Visit

_____ Total Visits

£ _____ Total

Total Rent of Property: £ _____ Per Calendar Month (Including Additional Options – IF ANY)

Total Rent: £ _____ Per Person (if split evenly)

Name of Proposed Occupants:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

To hold a property the following is required:

Holding deposit: £ _____ (per person) £ _____ (total)
(Not to exceed 1 weeks rent)

Once the tenancy has been granted:

Balance Security
Deposit: £ _____ (per person) £ _____ (total)
(Only if there is a security deposit relevant to this tenancy)

Advance rent: £ _____ (per person) £ _____ (total)
(If no deposit required, advance rent equivalent to 1 month, minus holding deposit)

Before you move in you will need to pay the following:

First rent instalment: £ _____ (per person)

Less advance rent received: £ _____ (per person)

Balance Payable: £..... (per person)

RENT PAYMENT SCHEDULE

The Payment Schedule is agreed as follows.

Term of Tenancy: _____ month, _____ days

First Instalment Due Date:	___/___/___	
First Instalment Amount:	£ _____	(£ _____ per person)
Second Instalment Due Date:	___/___/___	
Second Instalment Amount:	£ _____	(£ _____ per person)
Third Instalment Due Date:	___/___/___	
Third Instalment Amount:	£ _____	(£ _____ per person)
Fourth Instalment Due Date:	___/___/___	
Fourth Instalment Amount:	£ _____	(£ _____ per person)

ADDITIONAL & SPECIAL NOTES

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TERMS & CONDITIONS

1. DEFINITIONS

You, Your or Tenant means the person or people named as the Tenant(s) at the beginning of this agreement.

Landlord means the person from whom you have agreed to rent the Property.

We or us means Strats Estates & Lettings Limited (registered in England under company number 046871100). Our registered office is Southgate Office Village 286c Chase Road London N14 6HF and our branch and contact details are:

11 Harpsfield Broadway, Hatfield, Hertfordshire AL10 9TF
University of Hertfordshire, Ele House, 1st Floor Room 1B537, College Lane, Hatfield, Herts AL10 9AB
Telephone: 01707 262 737
Email: info@strats-estates.co.uk

Property means the property you intend to let.

Tenancy means the entire period during which the you remain in lawful occupation of the Property including the Initial Letting Period, any renewal, period of holding over or new Tenancy.

Initial Letting Period means the fixed term of the Tenancy.

Guarantor means the person guaranteeing your obligations to the Landlord.

Tenancy Agreement means the agreement between the Landlord and you concerning the rental of the Property

2. PRE-LETTING REQUIREMENTS

- 2.1 To reserve a Property you each need to complete a Reservation Form and provide one form of acceptable identification and the details of one Guarantor.
- 2.2 We will undertake "Right to Rent" checks of you and of your proposed Guarantor. While we do this we may continue to market the Property but will only accept and process one application at a time. The Property will be held for you until all checks have been completed. This information may be passed to the Landlord. If any Guarantor proves not to be suitable for any reason we shall only continue to process your application if an alternative Guarantor is provided.
- 2.3 If there is more than one prospective tenant, one of you must act as the Head Tenant. All correspondence and communication from us will be only to the Head Tenant who will act on behalf of all of you.
- 2.4 Provided that all Tenants and Guarantors are acceptable to the Landlord and pass all checks the Tenancy Agreement will be sent to all Tenants for each of you to sign together with any guarantee for your Guarantors to sign. All properties are let on a one Tenancy basis where all Tenants are jointly and individually liable for the rent payable for the Property and observing and performing the tenant's obligations in the Tenancy Agreement. Guarantors will guarantee the rent and obligations of the person they guarantee.

3. HOLDING DEPOSIT

3.1 You may be asked to pay a holding deposit to reserve a Property. Any holding deposit will not be more than one week of the total rent for the Property. For example, if the rent is £1,000 per month, the maximum amount your group will be asked to pay would be £231.00.

3.2 The holding deposit will be refunded in full within 15 days of:

- the landlord deciding not to proceed with the letting to you
- the deadline for agreement passing without a tenancy having been entered into

3.3 The holding deposit can be retained where you:

- Provide false or misleading information
- Fail a right to rent check
- Withdraw from the Property (unless we or the landlord imposed a requirement in breach of the law or acted in such a way that it would be unreasonable to expect you to enter into an agreement)
- Failed to take all reasonable steps to enter into a tenancy agreement and we or the landlord had taken all reasonable steps to do so (unless we or the landlord imposed a requirement in breach of the law or acted in such a way that it would be unreasonable to expect you to enter into an agreement)

3.4 If your holding deposit is being retained, we will set out in writing the reason for this within 15 days of deciding not to let if this is before the deadline for agreement, or within 15 days of the deadline for agreement passing.

4. TENANCY DEPOSIT (if applicable)

4.1 A deposit equivalent to five weeks' rent or less must be paid in cleared funds before you move in unless a lower amount is agreed. This will be held for the duration of the tenancy in accordance with the terms of the tenancy agreement and the tenancy deposit scheme rules that apply to the protection of the deposit.

4.2 The deposit will be returned once an end of tenancy check-out has been carried out and all appropriate deductions (if any) agreed between you and the Landlord or any dispute being adjudicated upon.

5. BEFORE MOVING IN

5.1 Before you can move in, we will require the following: -

- (a) The original Tenancy Agreement signed by each of you;
- (b) The balance shown above (in cleared funds);
- (c) The signed guarantees;
- (d) (If the rent for the Property is to be paid to us) a signed Standing Order Mandate from each of you.

6. MOVING IN

- 6.1 All appointments to move into the Property must take place during our normal office hours.
- 6.2 You will be provided with a detailed Inventory and Schedule of Condition prepared by an independent company. Your Landlord will pay for this. Each of you will be asked to sign the Inventory and Schedule of Condition; any queries or discrepancies are to be raised with us within a week. If you rented a property that did not require you to pay a deposit, a detailed Inventory and Schedule of Condition will not be provided. You must, on the day of moving in, take pictures of any defects that you do not wish to be liable for at the end of your tenancy, and email them to inventory@strats-estates.co.uk. These will be held on file and used to assist in resolving any disputes that may arise at the end of your tenancy.
- 6.3 You will each be provided with a key(s) to the main entrance door and one key for each bedroom door will be provided (where applicable). You must not have cut any new keys or change the locks at the Property without the Landlord's permission (except in the case of emergencies). If you do so you may be responsible for any costs reasonably incurred in replacing the locks or keys.
- 6.4 From the commencement of the Tenancy (irrespective of when you move in) you are responsible for the payment of all utilities (unless the property is rented inclusive of bills) and other outgoings specified in the Tenancy Agreement. You must also register for Council tax and claim any exemptions or reliefs you may be entitled to.

7. FUTURE PAYMENTS OF RENT

- 7.1 All payments of rent are required in advance in accordance with the Payment Schedule set out above. It is your responsibility to ensure all rent is paid on time.
- 7.2 You must ensure that the details on your Standing Order Mandate are correct and must check that your bank or building society has received the mandate in time to pay the First Instalment Payment. It can take up to three working days for funds to be transferred from a bank or building society account to us or the Landlord so you must ensure all payments are arranged to be received by us of the Landlord on the due date.
- 7.3 Interest on rent more than 14 days in arrears will be charged at the rate of 3% above Bank of England base rate for each day of arrears until the arrears are cleared.
- 7.4 You authorise us to deduct interest properly incurred from your deposit.

8. RENEWAL OF THE TENANCY

- 8.1 If your Landlord is prepared to renew your Tenancy at the end of the term you may be offered a renewal tenancy. If so, we will discuss such terms with you and you and your Guarantors will be requested to sign a new tenancy agreement and guarantee(s) and any other necessary forms to ensure the new tenancy is in place before the existing tenancy comes to an end.
- 8.2 We generally commence advertising student properties in November each year. At this point we may write to you to establish whether you wish to vacate the Property at the end of your Tenancy Agreement or seek a renewal. You must provide us with written confirmation upon receiving our notification within 1 month in order to be considered for a new tenancy.

9. MOVING OUT

- 9.1 You are responsible for leaving the Property in the condition it was in as shown by the Inventory and Schedule of Condition, allowing for fair wear and tear.
- 9.2 A check-out report will be carried out. If a dispute arises, we will instruct an independent inventory clerk at your cost. Any authorised deductions from the deposit will need to be agreed in writing by all of you. In the event of damage exceeding the amount of the deposit held, you and your Guarantors will need to pay the shortfall. If agreement cannot be reached of the amount of deductions any dispute will be dealt with under the tenancy deposit scheme.
- 9.3 If you have rented a property that did not require a deposit, the same procedure applies.

10. ADVERTISING BOARD

Any advertising boards erected at the Property with the agreement of the Landlord are the property of us. These must not be removed or defaced in any way.

11. CANCELLATION POLICY

- 11.1 We operate a strict 28 day policy to complete your proposed tenancy application from the date of reservation. If we do not receive a complete application by the 28th day from the date of reservation, we reserve the right to cancel your proposed tenancy. You will be refunded in full any deposit paid under clause 4 of this agreement.
- 11.2 Unless you have already moved into the Property, you and all the other intended occupiers may cancel the Tenancy Agreement (by all of you giving us written notice), no more than 14 days from the date of reservation (the "Initial Cancellation Period"). If you cancel the Tenancy Agreement in those circumstances, we will make no separate cancellation charge but we will return only your deposit. However, if you have moved into the Property you lose any right to be released from the Tenancy Agreement.
- 11.3 If you cancel your Tenancy Agreement (by all of you giving us written notice) outside the Initial Cancellation Period, you may only do so on the payment of a cancellation fee of £50 including VAT each. You agree that we may deduct such sum from any deposit you paid before returning the balance to you.

12. SUBLETTING

You must not sublet the Property or advertise it in any form of media (print or digital) or messaging website or app or take in paying guests or lodgers unless the landlord agrees.

13. TERMS OF BUSINESS PRIVACY NOTICE

13.1 Data Protection Privacy Notice

We use the information you provide primarily for the provision of property services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our business
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as contractors, legal providers, insurers, deposit protection scheme, utility companies, local authorities, debt collection agencies, inventory clerks. Our company may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

13.2 Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

13.3 Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

14. OPT-IN TO RECEIVE MARKETING

Quite apart from the immediate matter we are handling, we will need to send our clients information that will be relevant to the service we are offering you that will be of interest. That can include information about our services or publicity information. Please indicate if you are happy to receive such information. You can change your mind at any time, so if you later want to opt out just let us know.

Please tick one box:

I am happy to receive such information	<input type="checkbox"/>
I do not want to receive such information	<input type="checkbox"/>

15. GOVERNING LAW

The laws of England apply to this agreement.

TENANTS DECLARATION

Please complete this form and return it to us along with the required funds in order for your tenancy application to be processed.

We confirm that we have read and fully understand all of the above Terms and Conditions prior to leaving a deposit with Strats Estates & Lettings and agree to be bound by them.

CONFIRMATION OF INSTRUCTIONS
All applicants must print and sign below

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Signed.....Print Name.....Date.....

Listed below are the forms of evidence that we are obliged to obtain and requires you to provide them as soon as possible. We must check both your identity and address and require us to record separate pieces of evidence for each. The types of evidence we need from you are set out below and vary depending on whether you are an individual or corporate client.

Individuals

Two separate items of evidence are required.

To verify identity - please send us one of the following, which must include your photograph:

UK Residents (Please delete as applicable)

Copy of UK passport / EU passport / residence permit / current full UK driving licence with photograph

Non-UK Residents (Please delete as applicable)

Copy of Passport or national identity card with photograph / full driving licence with photograph