

Property Address:
Tenant Names:
Rent (PCM):
Proposed Move In Date:
Lease Term (Months):
Break Clause:
Deadline to Sign Tenancy Agreement:
Conditions:

YOUR HOLDING DEPOSIT EXPLAINED

Thank you for applying to rent a property from one of our Landlords. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be extended which must be agreed in writing.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014 and the Right To Rent Scheme, your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the Security Deposit due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

PAYMENT OF: £

Being a holding deposit and part payment of the costs in respect of the proposed Tenancy (Subject to contract)

First Months Rent		
Security Deposit (Five Weeks Rent)		£0.00
TOTAL		£0.00
Less Fee of Intent	-	£0.00
Balance Due		£0.00

Payment of the holding deposit infers your acceptance of our attached terms and conditions. The balance of payment due as above must be paid by **BANK TRANSFER**. Payment must be received 5 working days prior to the start of your Tenancy. You must allow enough time for the funds to be received by us.

The bank details for transferring the funds are:

Bank: NatWest, 16 Wimbledon Hill Road, London, SW19 7NN
Account Number: 59599545
Sort Code: 60-14-41
Account Name: Ellisons Estate Agents Limited Client Account
Reference No: The property address
IBAN number: GB71NWBK60144159599545
Swift Code: NWBKGB2L

Please read thoroughly, paying attention to those items in bold and sign:

- A. The holding deposit is one weeks rent which is payable via a debit card or bank transfer.
- a) The holding deposit reserves the property for you for a maximum of 15 days unless an extension is agreed in writing.
- b) If you withdraw from the proposed tenancy, fail a credit rating, or fail to disclose information which leads to the refusal of a tenancy, or provide any false or misleading information, you will forfeit the holding deposit.
- c) Subject to satisfactory references and the Landlord's approval, the holding deposit will form part of the Dilapidations deposit (as "B" below).
- d) If the Landlord withdraws from the proposed tenancy (unless for reasons of unsatisfactory references or failure of a credit check), then the holding deposit will be refunded to the tenant in full.

B. MONIES PAYABLE BY TENANT

1. DEPOSIT

- 1.1 Five weeks rent is paid as a Security Deposit. This Deposit is held either by Ellisons or by the Landlord. Ellisons is a member of the TDS, and we hold deposits in line with the terms of this scheme which is administered by: **The Dispute Service Ltd**, Tenancy Deposit Scheme (TDS), West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG
Email: deposits@tds.gb.com www.tds.gb.com
- 1.2 Ellisons holds the deposit as Stakeholder which means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 1.3 The Deposit will be refundable subject to the replacement of damaged/missing items (having allowed for fair wear and tear), any other costs incurred for breach of the tenancy and cleaning if necessary. The deposit can not be used for the last month's rent or any part of it.
- 1.4 No interest will be paid on the deposit.

2. RENT

One month rent is payable in advance prior to the start of the tenancy. Your monthly rent is due on the date that you move into the property; i.e. if you move in on the 28th of a month, your rent will be due on 28th for the following months. Please note that standing orders need to be set up 2-3 days prior to the rent due date.

3. SERVICES

As a Tenant you will be responsible for the payment of accounts for gas, electricity, the telephone, council tax, water rates and environmental and sewerage charges. You must contact the suppliers to have the accounts registered in your name in advance. If this is not arranged in good time the services may be disconnected and you may be required to pay connection charges.

In some cases the telephone may already be disconnected and the reconnection is payable (if applicable) by the ingoing Tenant.

- 4. All money paid to Ellisons is covered by our Client Money Protection insurance provided via Propertymark.

C. MOVING IN & INVENTORY

- 1. The proposed tenancy is offered subject to contract and satisfactory references at which point the Tenancy Agreement will be drawn up by either Ellisons or the Landlord ready for signature.
- 2. The Agreement must be signed by **ALL** tenants and Guarantors **PRIOR** to the commencement of the tenancy. Where the property is let to a company, a Director of the Company must sign the Agreement prior to the release of the keys.
- 3. The **Right to Rent Act** states that we must see a copy of all occupiers passports in person. We require all Tenants and Occupiers over the age of 18 years to bring these to the office, copies of which will be taken prior to the start of the Tenancy. For any occupier who does not have a British passport must also prove their Right to Rent in England by providing Ellisons with their Right to Rent Share Code. For more details see <https://www.gov.uk/private-renting/document-checks>. **Keys will not be released to you if Ellisons are not in receipt of the original identification for all proposed occupiers at the start of the Tenancy.**
- 4. The balance of funds payable for your tenancy must be received **in cleared funds PRIOR to the start of the tenancy** to Ellisons. Please aim to have your funds cleared 1-2 days prior to the start date of your tenancy in case of any banking issues. Please refer to your receipt to confirm payment methods. **Keys will not be released to you if Ellisons are not in receipt of the full balance of cleared funds.**
- 5. An independent Inventory Clerk will check the Inventory with you. This will be conducted between 09.00am - 17.00pm (Mon-Sat). **At least one tenant should be present for the check in.**
- 6. You will be required to sign the Check In Report. If there are any errors or omissions in the report, you must advise the Inventory Clerk at the Check In or to Ellisons in writing, within 7 days of receipt of the written check in report. **If you fail to advise the Inventory Clerk or Ellisons you are warned that you may be charged for that error, omission or damage at the end of the tenancy.**
- 7. You may not move any of your belongings into the premises until the Check In procedure is complete and you have been handed the keys and you may not receive the keys any earlier than the first day of your tenancy.

8. Properties **may or may not** be professionally cleaned prior to the start of the tenancy, but in the event that it is you will be required to carry out a professional clean yourself at the end of the tenancy at your own cost. **If you are expecting your property to be professionally cleaned at the start of the tenancy you should ensure that this has formed part of your offer to rent the property.**

D. FUTURE RENTAL PAYMENTS

1. Rent payments must be paid by **ONE** Standing Order per tenancy, to be received not later than the date stated on the Tenancy Agreement which means that **the standing order needs to be set up 2-3 days prior to the due date.** Your tenancy agreement will state who and where you pay the rent to.
2. If rent is late you may be charged interest and you may jeopardise your tenancy.

E. EARLY TERMINATION OF TENANCY

1. If in breach of the terms of the Tenancy Agreement you request to vacate the property before the end of the fixed period, we reserve the right to impose an early termination fee of £50.00 including VAT, to cover administration costs. (No fee is payable if notice given in accordance with a break clause).

If you vacate the property early as above, you will be responsible for reimbursing your landlord any expenses incurred by this. This would include the minimum of the cost of the check out, new tenancy check in, any set up costs incurred by the Landlord arising from your early departure, as well as a proportion of letting fee commissions already paid by the Landlord to reimburse them from the time it is agreed you can break the tenancy up until the end of the fixed period of your tenancy, plus any other accounted for expenses specific to the break in contract. You will also be responsible for the rent and the running costs of the property until either the fixed term ends or the property is re-let; whichever is earlier.

2. If one or more tenant wishes to vacate prematurely (i.e. before the end of the tenancy) and/or one or more new tenant wishes to move into the property, involving the creation or amendment of tenancy, there will again be a set up fee of £50 including VAT.
3. Please note that any such changes as noted above are deemed as breach of contract and are therefore only permissible where the Landlord consents to them and this does not imply that you will be able to terminate your tenancy prior to the end of the fixed term.

F. VARIATION OF CONTRACT

If Tenants request a variation to the contract/tenancy agreement that is not already agreed in these terms a fee of £50 inc VAT will be charged to cover the negotiation, preparation and execution of the new legal documents.

G. VAT (Valued added Tax)

The fees quoted above are at the prevailing rate of VAT (20%). In the event that the rate of VAT is changed in the future, then the fees above will vary accordingly.

H. DATA PROTECTION ACT 2018

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. Details of how Your data or that of the Tenant will be taken, held and used is set out in Our privacy policy ("the Policy") that is provided supplemental to these terms. A copy of the Policy can also be found on our website <http://www.ellisons.uk.com/privacy-policy>. If you have any questions regarding the storage or use of the data please refer to the policy or direct the questions to Denise Wheatley: denise@ellisons.uk.com.

I. SERVICE OF NOTICE

Tenants agree that consent is given that legal notices may be served to them via email as an alternative to post.

J. KEYS

If keys, security devices or parking permits are lost, or broken at the fault of the tenant, the tenant is liable for the cost of the replacement, which may include the changing of locks/locksmith. In the case of a new lock being installed, the tenant is also responsible for providing a set of keys to Ellisons and the Landlord at their own cost.

K. REGISTRATION OF COMPANIES

Please note Tenants must not register or run a company at the rental address.

L. SERVICE OF DOCUMENTS

By signing these terms and conditions, the Tenant acknowledges and confirms their consent to receive the following legal documents via email prior to the commencement of the tenancy: Prescribed Information, Energy Performance Certificate (EPC), Electrical Installation Condition Report (EICR), Gas Safety Certificate (if applicable), and the "How to Rent" handbook.

UPON SIGNING THIS DECLARATION:

- a. I/we understand our obligations under the Right to Rent regulations and understand that original identification and Right to Rent share codes (where applicable) must be presented to an Ellisons office prior to the start of a proposed Tenancy Agreement.
- b. I/we have been given the opportunity to read the information provided
- c. I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

TENANT 1 SIGNED:

EMAIL ADDRESS:

TENANT 2 SIGNED:

EMAIL ADDRESS:

TENANT 3 SIGNED:

EMAIL ADDRESS

TENANT 4 SIGNED:

EMAIL ADDRESS:

THIRD PARTY MAKING PAYMENT OF DEPOSIT (If applicable)

If there is a relevant person (i.e anyone who has arranged to pay the security deposit on the tenant's behalf)

Please provide details of them below, as they will be included on the Deposit Prescribed Information.

NAME(S):

ADDRESS:

EMAIL ADDRESS:

TEL. NUMBER: