

**TENANT/GUARANTOR APPLICATION AND TERMS OF BUSINESS**

You should read all Four pages of this document thoroughly. If you have difficulty in understanding any of the terms or conditions laid out in this document, we strongly recommend that you seek the advice of a solicitor or Citizens Advice Bureau before signing.

Please complete the relevant sections to reflect your circumstances, please note that any misleading or false statements may result in your application being declined and you holding deposit withheld. This document is for Osprey Property purposes only and will not be passed on to a third party. Please connect to the following link for our privacy policy <https://www.osprey-property.co.uk/privacy/>

**PROPERTY ADDRESS:** \_\_\_\_\_ **RENTAL AMOUNT:** \_\_\_\_\_

**TENANT DETAILS:**

Every person over the age of 18 who is intending to reside at the property must be named as a Tenant and needs to fill out an application form.

Full Name as it appears on your Passport/ID			
Date of Birth:		National insurance No:	
Email:			
Phone Number:			
Current Residency Information. (Homeowner tenant, Living with Family...)			
Landlord details if applicable			
Current Address:			
Previous address (if not lived at current address for more than 2 years)			
Next of Kin details:			

Employment Status (Employed/self-employed/part time/retired etc)	
Name of Employer	
Job Title	
Fixed Salary (not including bonus' or commission)	
Length of time in Employment.	

Number of Children, under 18, who will be living at the property.	
Details of any pets.	
Do you smoke?	

Please declare any known credit issues:	
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## FEES AND CHARGES

Once 'TENANT APPLICATION AND TERMS OF BUSINESS' and 'RIGHT OF RENT ID' has been received, application fees need to be paid within 48 hours in order to reserve the property.

If you are in the process of a property sale, we cannot accept a reservation unless both contracts have been exchanged and a completion date agreed.

<b>Holding Deposit (per tenancy)</b>	<b><u>One week's rent.</u></b> This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right- to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
<b>Security Deposit (per tenancy. Rent under £50,000 per year)</b>	<b><u>Five weeks' rent.</u></b> This covers damages or defaults on the part of the tenant during the tenancy.
<b>Unpaid Rent</b>	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
<b>Lost Key(s) or other Security Device(s)</b>	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 the tenant, landlord 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).
<b>Variation of Contract (Tenant's Request)</b>	<b><u>£50 (inc. VAT) per agreed variation.</u></b> To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
<b>Change of Sharer (Tenant's Request)</b>	<b><u>£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher.</u></b> To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
<b>Early Termination (Tenant's Request)</b>	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

**SIGNATURE(s):** This form must be signed, where applicable, to confirm that you accept the Terms of Business.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**All transactions are to be made by bank transfer to the following account:**

Bank: The Royal Bank of Scotland  
Sort Code: 16-22-11 - Account No: 10146333  
Beneficiary: RPG Ltd Client Account

### **CONSENT INFORMATION**

Please read the following information and sign to give consent for your details to be forwarded to the following third parties:

**Referencing** Osprey Letting use Van Mildert Landlord and Tenant Protection to carry out secure tenant referencing. For more information on Van Mildert and their privacy policies please visit their website <https://www.vanmildert.net/vm/>

I/We give you permission to notify Van Mildert with my/our contact details.

Signed: .....

**Utility Management:** To help with the move-in process Osprey 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. For more information on Tenant Shop and their privacy policies please visit their website <https://www.tenantshop.co.uk>

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.

I/We give you permission to notify Tenant Shop.

Signed: .....

**Broadband & TV** When moving into 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/we give permission for Tenant Shop to contact me by phone to provide support and advice on arranging the best TV & Broadband package for my needs.

Signed: .....

**Gas & Electricity** On moving into 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/we give permission for Tenant Shop to contact me by phone to arrange a more suitable energy tariff

Signed: .....

**Deposit Protection Scheme (DPS)** It is a legal requirement for all deposits to be held within an approved deposit protection scheme and no tenancy can commence without the deposit being registered. More information about the DPS and how your deposit is held within the scheme will be provided on move-in. For further information about the DPS and their privacy policies please visit their website <https://www.depositprotection.com/>.

I/We give you permission to notify the DPS with my/our contact details.

Signed: .....

## **ADDITIONAL INFORMATION**

All residential lettings are Assured Shorthold tenancies for an initial fixed term. This is a binding contract and once the tenancy documentation is signed, the tenant is bound to pay rent for the full term whether the property is occupied.

**Credit Search and References** Each applicant and Guarantor will be subject to a credit search and reference check by Van Mildert, an independent company. The reference report will then be shared with the Landlord who ultimately has the final decision on whether the tenancy can proceed.

Applicants should not assume that a tenancy has automatically been granted as soon as the application form is submitted. The decision as to whether a tenancy is granted is made by or on behalf of the Landlord only once we are in receipt and have considered all references. In the event of an application not being accepted, we do not give reasons or otherwise discuss the decision made.

In the event of an application not being successful, references will be kept on our files for 4 months. After that time, they will be destroyed. We are unable to pass them to any third party or return them to the applicant.

**Affordability and Guarantor** In accordance with the referencing company's criteria, an applicant's income needs to be at least 2.5 x the monthly rent. Income below this is likely to mean that a Guarantor is required. A Guarantor must be fully aware of the legal and financial responsibilities they are entering in to and willing to take them on. A Guarantor's income will need to be 3 x the monthly rent. Guarantors need to be a UK resident and must have been for at least 12 months. They must not be under 21 years of age.

**Proof of Identity and Residency** In accordance with the Government's Right to Rent checks, prior to the tenancy starting we require that you supply us with the necessary ID so that we can ensure that you have the right to rent in the UK. You will therefore need to provide us with your UK passport so that we may take a photocopy. Should you be unable to provide a UK passport, please contact us for a list of acceptable documents. We will also require proof of residency dated within the last 3 months.

**Special Conditions** The property will be 'let as seen', unless any special conditions of the tenancy are agreed in writing before the commencement of the tenancy.

**Rent** The agreed advance rent payment must be paid in cleared funds prior to the commencement of the tenancy. Any further rent payments due must be paid in line with the Tenancy Agreement by Standing Order. Any rent that falls into arrears will be subject to further charges and expressed in the fee schedule on Page 2.

Where the tenancy start date is on or before the 15<sup>th</sup> of the month, the rent required will be from the first day of the tenancy until the end of that month and future rents will be due on the 1<sup>st</sup> day of every month. Where the tenancy start date is on or after the 16<sup>th</sup> of the month, rent for the following month will be also required.

**Moving into Your New Property** Once satisfactory references have been received and a tenancy start date has been agreed, an appointment will be made for you to come into our office on the start date of the tenancy to sign the paperwork and collect the keys. All rent and deposit due must be paid and cleared through the bank before keys can be released.

**Council Tax and Utilities during the Tenancy** Unless stated in the Tenancy Agreement, tenants are responsible for all council tax and utility bills for the duration of the tenancy. In order to ensure that utility companies are aware of tenants details, Tenant Shop Limited acts on our behalf to notify the local council, water supplier(s) and energy provider(s) in line with your tenancy start date and secondly to supply notifications to the local council, water supplier(s) and energy providers(s) from the date that you vacate the property. Tenant Shop limited will only use your information for council and utility registration, closing of council and utility accounts and Energy/Media comparisons upon your arrival. Call Centre comparisons are completely optional for you (the tenant) and you can opt out at any time. Tenant Shop Limited is fully compliant with the data protection act 1998 and a registered member of the Information Commissioners Office with registration number Z305733X.

**Renewal of Tenancy** Providing that the Landlord is in agreement, Osprey Lettings may offer a Tenancy Renewal at the end of the fixed term agreement. The Landlord may request an increase in rent, subject to your agreement.

**Early Termination of Tenancy** Early release terms can only be granted by permission of the landlord. A tenant wishing to terminate their agreement must do so by writing to the landlord and giving appropriate notice of their intention to leave. However, as the tenant entered into a legally binding contract to pay rent for the property, he/her will remain committed to paying this rent until the agreement ends or the landlord begins letting the property to other tenants.

**End of Tenancy** Should you wish to vacate the property in line with the Tenancy Agreement, you will need to contact Osprey Property who will explain the end of tenancy procedure. The Deposit will not be released to you until a check out has been completed and the landlord is in agreement. You will be notified of any deductions proposed and will have the opportunity to discuss these with your Property Manager

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