



TENANCY APPLICATION FORM & TENANT CHARGES

NON-HOUSING ACT TENANCIES

Hamptons

THE HOME EXPERTS

We are delighted you have chosen to rent a property through Hamptons.

By completing and signing this form you are confirming the details of the offer you are making to rent your chosen property. You are also instructing us to present that offer to the property's owner on your behalf. We will rely on the information you provide here when discussing your offer with the landlord, so please ensure that you have filled this form in accurately and in sufficient detail. Any information not detailed here shall not form part of your offer.

By completing and signing this form you are also entering into an agreement with us, and our Terms and Conditions are clearly detailed within this document. Please ensure you have read and understood these before proceeding, as it is important that you understand our responsibilities to one another as well as your obligations around the proposed tenancy to both us and to your landlord. We also want you to clearly understand, before proceeding any further, costs which you may incur in addition to payments of rent. This form or a further copy of it, should be completed by all person(s) whose name(s) will appear on the final tenancy agreement, or in the case of a Company lease, this form should be completed by an authorised person.

The acceptance of any offer by the landlord is Subject To Contract (Signed and dated tenancy agreement) and conditional on satisfactory references being obtained and approved. Photo identification or passport, and confirmation of the Right To Rent in the UK will be required from all persons aged 18 or over residing at the property.

COSTS YOU SHOULD ALLOW FOR PRIOR TO THE TENANCY

Holding Deposit

Payment of a holding deposit (the value of which will be confirmed by your local Hamptons' representative) confirms your intention to proceed with the proposed tenancy. This must be paid now, and if your tenancy proceeds it will be put towards your first rental payment. The holding deposit will not be refunded to you (or any other proposed joint tenant) if you:

1. Decide not to proceed with the tenancy.
2. Fail the Right To Rent checks (and we could not have reasonably expected that you or any other adult occupier were disqualified from renting because of immigration status).
3. Fail to take all reasonable steps to enter into the tenancy (and we and the landlord have taken all reasonable steps to enter into a tenancy with you).
4. Provide false or misleading information regarding your ability to meet the referencing criteria outlined below.

Payment of the holding deposit does not constitute the granting of a tenancy or a promise to enter into a tenancy on the part of us or the landlord. This payment will be refunded to you if the landlord decides not to offer you a tenancy for any reason other than those listed at points 1-4 above. Where we return the holding deposit you agree that we may return it to you, any other person who paid the holding Deposit to us or any other individual who you applied to rent the property with as joint tenants. In signing this Tenancy Application Form you agree to the holding deposit being held on this basis.

Tenancy Setup Fee - £325 + VAT (£390 Inc. VAT)

Once the landlord has accepted your offer (subject to contract and satisfactory references) we will undertake the following to assist with the granting of your tenancy:

- Provide the most suitable type of Tenancy Agreement or Short Let Agreement to you both
- Organise an open banking-based reference for each tenant (company or individual) to be named on the Agreement (usually excluding Short Lets, where the entire rent will be due in advance)
- Complete initial Right To Rent checks on behalf of the landlord

You will pay a Tenancy Setup Fee of £325 + VAT (£390 inc. VAT) to cover the costs incurred by Hamptons and/or your Landlord in doing so prior to the commencement of your tenancy. This charge applies per property, not per person, and all referencing checks will be undertaken by an independent specialist referencing agency unless you are notified otherwise

Enhanced Referencing Charge - £50 + VAT (£60 Inc. VAT) per Person or Company

Should Open Banking-based referencing not be possible, or the results provide inadequate for the Landlord's purpose, you may be asked to undertake further referencing checks. An additional charge of £50 + VAT (£60 inc. VAT) per named Tenant (company or individual) shall be payable under such circumstances.

Guarantors

In the event that a Guarantor is required he/ she/ they will be subject to Enhanced Referencing as detailed above. There will be a further charge of £41.67 + VAT (£50 inc. VAT) for the preparation of a Deed of Guarantee.

Rent in Advance

The first instalment of rent shall be due prior to the commencement of the Tenancy and shall equate to the first Period's rent as agreed between yourself and the Landlord. The Period is often monthly but may also be quarterly, annually or in full for the entire term of the Tenancy.

Deposit

A deposit, usually equivalent to six (6) weeks' rent, shall be held as security to protect your Landlord against any contractual failings on your part and is payable by you prior to the commencement of the Tenancy. You should check your Tenancy Agreement or Short Let Agreement for specific details concerning how and where your Deposit will be held. Subject to the Landlord's approval, a Deposit Replacement Product may be considered acceptable in lieu of a cash deposit.

Inventory Arrangements

You may be required to meet part of the cost of reviewing the Property's Inventory & Schedule of Condition at the beginning or end of your Tenancy. Inventory documents will be used to help establish if your Deposit can be returned in full when the Tenancy ends or whether a claim against it needs to be made. The cost of any inventory checks will depend on the size of Property and its contents. You will be notified of any associated cost(s) prior to the start of your Tenancy.

Stamp Duty Land Tax (SDLT)

This may be payable to Her Majesty's Revenue and Customs (HMRC) on tenancies where cumulative rental payments exceed £125,000. Please take specialist advice or consult with HMRC directly for further information.

COSTS YOU MAY INCUR AFTER THE TENANCY HAS BEGUN

Terminating your Tenancy early or making changes

Change of Sharer -£100 + VAT (£120 Inc. VAT)

Should you need to replace a named Tenant or Occupant with another during the Tenancy, and your Landlord agrees, a Deed of Assignment (£100 + VAT [£120 inc. VAT]) will be prepared on your behalf to facilitate this. Where a Deed of Assignment is not appropriate, or where your Landlord stipulates that a new Tenancy Agreement should be provided, the Tenancy Setup Fee (£325 + VAT [£390 inc. VAT]) will apply instead. Payment of either charge does not constitute the granting of a new Tenancy. Please note that if the Open Banking based referencing proves inadequate for the Landlord's purpose, the Enhanced Referencing Charge (£50 + VAT [£60 inc. VAT]) shall apply to any proposed replacement Tenant(s) or Occupant(s). All related charges must be paid prior to paperwork being produced.

Early Termination - £125 + VAT (£150 Inc. VAT)

Should you obtain the Landlord's permission to end your Tenancy earlier than the first contractually permitted opportunity (often provided by a break clause or the Tenancy's end date) you will be charged £125 + VAT (£150 inc. VAT) for preparation of a Deed of Surrender. You may also be charged the landlord's reasonable costs in addition to this sum as a condition of surrendering the tenancy early.

Extending your Tenancy - £125 + VAT (£150 inc. VAT)

If you are offered the opportunity to extend your Tenancy beyond its original term, and agree to do so, you will be charged a Tenancy Continuation fee as above if the Terms of the renewal are straightforward. If extensive changes to the original agreement are made between yourself and the Landlord, a new Tenancy Agreement may be required and the tenancy Setup Fee (£325 + VAT [£390 inc. VAT]) will apply instead.

Other Potential Charges

Guarantor Referencing Charge - £50 + VAT (£60 inc. VAT) per Guarantor

Late Payment of Rent - 3% above the Bank of England's base rate for each day that rent is outstanding.

Preparation of your Tenancy

References & Right to Rent

Your references will usually be completed by a referencing agency on behalf of your landlord where you may be asked to share financial information through secure open banking. We may need to share the information you provide with organisations outside of our organisation. We will share the results of any referencing application and Right to Rent Checks with your proposed landlord and/or their representative(s).

In order to pass the referencing process and demonstrate your suitability as a tenant you will be required to meet the following criteria:

Affordability

The annual rent or your share there of should be no more than 40% of your gross annual income.

Example: With a monthly rent of £1,000, equating to £12,000 pa your gross salary will need to be at least £30,000. Working: $\text{Monthly rent} \times 12 / 40 \times 100 = \text{£ Minimum annual salary required.}$

County Court Judgments (CCJs), Bankruptcy & Insolvency CCJs, Orders and Arrangements must be disclosed in writing before you sign this form and pay a holding deposit. We can then establish what impact this may have on the outcome of the referencing process.

Employment

Where earned income is required to meet the affordability test you will need to demonstrate that you are employed under a confirmed contract of employment. Your employer may be asked to confirm details of your employment in writing. If you are self-employed then your income should be evidenced either by a Tax Return or Accountants Report.

Proof of Address

You will be required to provide proof of address for a minimum of three years.

Previous Landlord Reference (where applicable)

You may be required to provide a reference from your previous landlord or agent confirming that you met your obligations under the terms of the agreement, including payment of rent and looking after the property.

Right to Rent

You will be required demonstrate that you and anyone aged 18 years or over living at the property has the right to reside in the UK. Further information on this requirement can be found on

IMPORTANT NOTE

YOUR SIGNING OF THIS FORM CONFIRMS THAT YOU MEET THE MINIMUM CRITERIA OUTLINED ABOVE. IF IT LATER TRANSPIRES THAT THIS CONFIRMATION WAS EITHER FALSE OR MISLEADING THEN THE HOLDING DEPOSIT WILL NOT BE REFUNDED TO YOU. IF YOU ARE IN ANY DOUBT AS TO YOUR ABILITY TO FULFIL THESE CRITERIA YOU SHOULD NOT SIGN THIS FORM OR PAY A HOLDING DEPOSIT.

The Tenancy Agreement

Before your tenancy commences you will need to sign a tenancy agreement that sets out both yours and your Landlord's obligations. As part of our commitment to doing our bit for the future of our planet, Hamptons will provide all documentation to you electronically unless you specifically request paper copies, which we will be very happy to provide. You may ask to see a copy of an example of our standard tenancy agreement by way of a guide to your likely obligations under the final agreement. The final tenancy agreement will differ from the example and therefore additional care should be taken before signing the final document. If you do not understand any points you should seek independent legal advice before signing it.

The Deposit

We will collect and hold as stakeholder a deposit from you (equivalent to 5 or 6 weeks' rent, depending on how much rent you will pay) against any unpaid rent or bills as well as dilapidations or other losses incurred as a result of any breach of the terms of the tenancy by you.

Details of any Tenancy Deposit Protection relating to your tenancy will be confirmed within the tenancy agreement and associated documentation.

You consent on the signing here of that we may deduct from your deposit any fee or other monies properly due and payable by you to us as defined within this agreement or your tenancy agreement.

Where a deposit replacement product has been introduced by us details will be confirmed either within the tenancy agreement or by way of an addendum to it. In such cases we may receive a commission payment from the provider.

If a Deposit Replacement Product is cancelled for any reason and you fail to provide a cash deposit on request, we may deduct the deposit balance from any rent paid by you until the deposit is satisfied in full.

Initial Monies

In good time for commencement of the tenancy you will need to pay initial monies. These usually comprise the first period's rent and the deposit. We are unable to grant possession of any property until or unless cleared funds equivalent to the full balance payable have been received.

We cannot accept cash payments under any circumstances, either via our branches or into our Client Account. Online debit card payments or inter-bank transfers are acceptable, and our account details will be provided on request. Any refund of monies will be by Bankers Automated Clearing System, (BACS).

Inventory & Schedule of Condition

These documents are important when looking at what, if anything, should be deducted from your deposit at the end of the tenancy; they are therefore deemed to be of equal importance to both landlord and tenant. You are deemed to have accepted the content of the inventory and/or check-in report unless you note any additional comments or observations and pass them to us or your landlord in writing within the first 7 days of your tenancy.

Rental Payments

Rent is payable in advance by standing order in accordance with terms of your tenancy. You should either complete a Standing Order Mandate or set one up using online banking prior to the start of the tenancy. You will be asked for evidence of having done so. Please note that all payments should be made 5 days prior to the due date of rent to allow for clearance and to ensure you are compliant with the terms of your tenancy. We are not able to receive rental payments in any other form.

Any funds held by us as agent will be held in a bank account designated as a client account and separate from our own funds. A list of accounts where monies are held is available by application in writing to our Head of Client Accounting, Hamptons, 8 The Mall, Clifton Village Bristol, BSB 4DR. Client Money Protection is provided by ARLA Propertymark.

Any interest or other income derived from the operation of these accounts shall be the exclusive property of Hamptons.

If you pay rent directly to your landlord either from the start or at any time during your tenancy, and your landlord is resident overseas, you should seek professional advice about the implications of the Non-Resident Landlord Scheme. Further information is available on the HMRC website.

Utilities

It is your responsibility to ensure that utility accounts are promptly set up in your name and that meter readings are provided to the appropriate companies at the start of your tenancy. You must also notify the local authority for the payment of council tax and ensure that a valid television licence remains in place throughout your tenancy.

You acknowledge that we, and our utility partners Just Move In, may use

your name, address and contact details for the purposes of notifying your council tax, water and energy suppliers at the property for the purposes of setting up your accounts with them. Just Move In may contact you to assist with this.

Our involvement with your tenancy

The degree to which we will be involved with your tenancy once it commences will depend on the basis upon which we have been instructed to act for the landlord. If you do not know whether the property you wish to rent is to be professionally managed by us or not, please ask our local office. Please note that the terms of our instruction could change prior to or during the tenancy. Landlord service options are:

- Full Management Service (where you will mainly deal with us), or
- Standard Letting Service (where you will mainly deal with your landlord)

Boards

Local restrictions permitting, we will erect our standard Let or Let & Managed sign board after each let or tenancy renewal.

Insurance

The landlord is responsible for insuring the building together with any contents belonging to him. Under the terms of the tenancy agreement you are responsible for damage caused which, when proven, can be deducted from your deposit or form part of a wider claim.

Please remember that the landlord's policy does not protect your possessions. We can provide details on Tenants Contents & Liability Insurance on request.

Countrywide Estate Agents trading as Hamptons International is an Introducer Appointed Representative (IAR) of Homelet a trading name of Barbon Insurance Group Ltd which is authorised and regulated by the Financial Conduct Authority (Registration Number 308724). Countrywide Estate Agents is an Introducer Appointed Representative (IAR) of InsureStreet Limited. Canopy is a trading name of InsureStreet Limited which is an appointed representative of Resolution Compliance Limited which is authorised and regulated by the Financial Conduct Authority (Registration number: 574048). Hamptons introduces business to Keysafe(UK) Ltd, which is authorised and regulated by the Financial Conduct Authority (Registration Number 3897406).

During your Tenancy

Getting used to your new home

Neither we nor your landlord are responsible for explaining how appliances, heating, cooling and other systems within the property work. It is therefore important that you carefully read any instruction manuals provided before operating them

and/ or reporting any problems. Instruction manuals and "how to" videos are usually available online where copies are not available at the property.

We are, at your request and expense, able to arrange for a contractor to meet you at the property and offer assistance.

Property Visits

Properties managed by us will usually be subject to at least one property visit per annum. The purpose of this visit is to check the condition of the property, and that the tenancy is being conducted according to the terms of the tenancy agreement. We may take photographs during these visits for the landlord's benefit and share these with him/ her.

Your Safety

It is important that you check on a weekly basis the correct operation of all smoke detectors and carbon monoxide alarms within the property using the test button. Batteries should be replaced when required and the alarm kept free from dust.

Please ensure that you are familiar with your escape route in the event of a fire or similar emergency. Where the property is situated within a development of flats/ apartments you should also be familiar with the emergency evacuation advice relating to the building as a whole. In the event of a fire never use the lift.

Air vents in rooms containing boilers, fires and stoves must never be blocked to prevent draughts as this can result in the production of potentially lethal carbon monoxide gas.

Usage

Your use of the property is subject to the conditions set out in the tenancy agreement. These will usually include you not being permitted to smoke within the property or to keep a pet(s) without the landlord's prior written consent.

The End of Your Tenancy

To avoid a potential claim against your deposit it is important that you return the property, fair wear and tear aside, in the same condition as you found it. This includes, but is not limited to, cleaning the property to the same standard as at the start of tenancy as defined by the inventory and/or schedule of condition.

Terminating Your Tenancy & Tenancy Changes

Terminating Early

Should you wish to terminate your tenancy prior to the first date allowed under the terms of your tenancy agreement and your landlord agrees, you

will be responsible for compensating the landlord for losses resulting from the early termination, including any commission payable in connection with re-letting of the property. The level of compensation will be discussed with you at the time of your request in order that you can make an informed decision around whether or not to remain at the property.

Change of Sharer

In the event that you wish to replace yourself, or another member of your household, partway through a tenancy this will be at the discretion of your landlord whose consent must be sought in advance of any change. Satisfactory references will be required from any replacement tenant or occupant before they are permitted to replace you or any other member of the household. All such negotiations shall be subject to contract.

General & Legal Information

Conflict of Interest

We endeavour to provide an excellent service and comply with the Codes of Practice of ARLA Propertymark and the rules of the Ombudsman Scheme. You should nonetheless be aware that the landlord is our client and, as such, we cannot advise you or act in any manner which might bring about a conflict of interests in respect of our duty to act in the landlord's best interests at all times.

Data Protection

The security and privacy of your personal data is of paramount importance therefore all processing is done so in line with the requirements of the Data Protection Act 2018. Full details of how we process your information can be found on our website: www.countrywide.co.uk/notices/PrivacyNotice.pdf

Printed copies of our privacy notice are available on request. You may change your communication preferences or withdraw from any further communications from us by contacting us at privacy@countrywide.co.uk

All information will be processed in accordance with the applicable data protection laws.

Please bear in mind that we may share personal information, as necessary, with local authorities, utility transfer and service providers (e.g. water and energy suppliers), third party referencing providers, and contractors acting on our behalf (e.g. repair companies) or any other relevant third parties, so that we can deliver our services or to carry out any other obligations arising from this agreement. We may also share your information with other companies within Countrywide plc group, who may use it to advise you of their services or issue quotations connected to you.

Indemnity

You will indemnify us against loss, injury, damage or costs, howsoever caused or incurred, which may result from your occupation of the property and/or your breach of, or failure to comply with, the terms of the tenancy agreement.

Liability

To the fullest extent permitted by law we assume no responsibility, and shall not be liable, for any damages, losses, injuries or claims or any direct, incidental or consequential damages of any kind, howsoever arising, in connection with the letting or management of the property. This includes, but is not limited to, any negligence on our part.

Services & Contractors

We offer a wide variety of property related services which may be offered to you or that may benefit you when taken by the landlord. In consideration of the work we introduce, we may receive and retain a commission fee for services provided to the landlord, to you or to us by that contractor or third party which it is agreed we may retain. This fee is paid to us and not to you or the landlord.

Variation

No amendment or variation to the content of this form will have any effect unless approved in writing by a Director of Hamptons.

Priority

In the event of any inconsistency between this Tenancy Application Form and the tenancy agreement, the terms of the tenancy agreement shall take priority.

VAT

All VAT inclusive charges are based on the current rate of VAT. If the rate changes the charges will be adjusted to reflect that change without further notification to you.

Warranty

You warrant that all the information provided in relation to your financial and occupational status and right to reside in the UK is correct and wholly accurate. If you provide false or misleading information this may result in the loss of your holding deposit.

Money Laundering and Sanctions Regulations

Hamptons is subject to the Money Laundering Regulations and the UK sanctions regime. These regulations require us to verify the identity of customers and screen against relevant sanctions lists. Hamptons reserves the right to employ third parties for the purposes of verifying identity and undertaking sanctions checks.

Right to Rent

Right to Rent rules place a legal duty on landlords to check that every tenant has the right to live in the United Kingdom.

How does this affect me?

Your landlord will need to establish that you and anyone aged 18 or over living at the property has the right to reside in the UK.

Checks will be undertaken on all adults, including British citizens. You will not be discriminated against on the basis of your nationality.

From 1st July 2021, citizens of the European Economic Area and Switzerland no longer automatically have the right to rent in the UK.

What checks will be undertaken?

You will be asked to confirm your nationality and to demonstrate that you have the right to stay in the UK. Documents will be checked in the presence of the holder and/ or using the Home Office online checking service.

What if I'm a British or Irish citizen or a citizen of the UK and colonies with the right of abode in the UK?

The easiest way to demonstrate your right to stay in the UK is with our British Passport or certificate of registration or naturalisation.

If you don't have a passport then a number of other documents might be used in its place.

Please ask us for more information or check gov.uk

What if I am from outside the UK?

You will need to evidence your UK immigration status as being either "Settles Status" with continuous Right to Rent, or "Pre-Settled Status" with a time limited Right to Rent requiring follow-up checks. To quickly and easily demonstrate your Right to Rent status you can use the Home Office online checking service. Here you can provide a landlord or their agent with a "Share Code" and your date of birth which enables them to access and review your immigration status. Another service is available for landlords and agents where you have an application or appeal outstanding with the Home Office.

Helpful Hints

- i) Use the Home Office online checking service to share your immigration status with landlords and agents. You can access this at <https://www.gov.uk/prove-right-to-rent>.
- ii) Any visa giving a time limited right to remain must be in a current passport. A time limited visa in an expired passport, even when accompanied by the replacement passport, is not currently accepted by the home office as demonstrating right to rent.
- iii) Everyone ages 18 years and over living at the property is required to provide original documentation for checking in person prior to commencement of the tenancy. If anyone is unavailable to present themselves and the documents in person this will either delay the start of the tenancy or result in that person(s) being excluded from the tenancy and therefore unable to reside at the property on any basis until their right to rent has been established and new tenancy documentation prepared.

iv) Please book an appointment with us to check your documents in good time for the start of the tenancy.

What if I cannot provide documents?

Without the required documents your landlord will not be able to rent to you.

Information

Property Address

PLEASE NOTE: THE NAMES OF ALL THOSE WHO WILL BE NAMED ON THE TENANCY AGREEMENT MUST APPEAR HERE IN FULL

Applicant 1

Your FULL Name

Passport - Country of issue Income Status - Employed, Self Employed, Retired, Independent Means, Other & Annual Income

Preferred Contact No Details

Secondary Contact No Details

Preferred Email Address

Applicant 2

Your FULL Name

Passport - Country of issue Income Status - Employed, Self Employed, Retired, Independent Means, Other & Annual Income

Preferred Contact No Details

Secondary Contact No Details

Preferred Email Address

Applicant 3

Your FULL Name

Passport - Country of issue Income Status - Employed, Self Employed, Retired, Independent Means, Other & Annual Income

Preferred Contact No Details

Secondary Contact No Details

Preferred Email Address

Applicant 4

Your FULL Name

Passport - Country of issue Income Status - Employed, Self Employed, Retired, Independent Means, Other & Annual Income

Preferred Contact No Details

Secondary Contact No Details

Preferred Email Address

Applicant 5

Your FULL Name

Passport - Country of issue Income Status

Preferred Contact No Details

Secondary Contact No Details

Preferred Email Address

Applicant 6

Your FULL Name

Passport - Country of issue Income Status Employed, Self Employed, Retired, Independent Means, Other & Annual Income

Preferred Contact No Details

Secondary Contact No Details

Preferred Email Address

Offer Information

Will anyone else aged 18 or over during the tenancy who is not a named tenant be living at the property?

If yes, please provide details below:

Occupant 1

FULL Name

Passport – Country of Issue

Occupant 2

FULL Name

Passport – Country of Issue

Occupant 3

FULL Name

Passport – Country of Issue

Occupant 4

FULL Name

Passport – Country of Issue

Please give details of any child under the age of 18 including any child expected during the Tenancy:

Name Date of Birth / Due Date

Name Date of Birth / Due Date

Name Date of Birth / Due Date

Name Date of Birth / Due Date

What date would you like to move? Rental Term (Length)

Please nominate a Correspondence Address for use before the start of this Tenancy:

Please nominate a Forwarding Address for use after the end of this Tenancy:

Are there any conditions upon which your offer is based?

Initial Monies

		(VAT)
Advance Rent	£	(£0.00)

Deposit	£	(£0.00)
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Less Funds Received	£	(£0.00)
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Balance due prior to commencement of your tenancy	£ Inc. VAT
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Deposit is usually equivalent to 5 or 6 weeks rent
VAT is charged only where applicable, please speak to your local office

Declaration

I/we hereby agree to the above terms and wish Hamptons to enter negotiations with the landlord on my/our behalf. I/we confirm that the above information is correct and that I/we have read and understood the terms and conditions detailed herein. I/we confirm receipt of copies of the How To Rent guide and an energy performance certificate relating to the property we have chosen to rent. I/ we consent to the collection, verification and retention of my sensitive information in accordance with the Immigration Act 2014 & applicable data protection laws. I/we accept that by signing this document I/we are bound by its entire contents.

Applicant Signature _____

Applicant Signature _____

Applicant Signature _____

Applicant Signature _____

Applicant Signature _____

Applicant Signature _____

Date of Signatures



Hamptons International is a trading name of Countrywide Estate Agents. Company Registered Number: 00789476 (registered in England and Wales).
Registered Office: Greenwood House, 91-99 New London Road, Chelmsford, Essex, CM2 0PP

