

Garrick Property Services Terms, Conditions & Fees

Please read the following terms and conditions carefully as these form a legally binding agreement moving forward. Submission of your application and payment of fees does not constitute a tenancy or offer of a tenancy; but is proof of your serious intent to proceed.

Our terms and conditions are subject to change, you will be notified of any changes. Please read Garrick Property Services Draft Tenancy Agreement (supplied) in conjunction with this document.

Application Procedure: (please read carefully). If you wish to apply to rent a property, please observe the following procedure.

A tenancy will be offered to you, subject to contract, and more specifically, subject to the following conditions:

- A fully completed application form and signed terms have been submitted
- The landlord has accepted your offer to rent the property
- Payment of one weeks rent as holding deposit has been paid to reserve the property.
- A satisfactory search has been carried out by an independent credit referencing agency which does not show any missed or late payments that you have not disclosed as part of your application
- Satisfactory references have been obtained which confirm that the information provided by you in making your application is true, accurate and complete
- You have not supplied any false or misleading information that materially affects the landlord's decision to grant the tenancy
- Your Right to Rent can be verified
- The tenancy is completed within 15 calendar days of application acceptance

Guarantors

You may be asked to provide a Guarantor in some cases. A guarantor is a UK resident homeowner and will need to be earning a set sum based on the rent they are guaranteeing. Guarantors will also need to agree to be referenced under the same terms and sign a guarantee.

Primary Contact

Applications made by two or more people will be asked to name a primary contact who will become our first (but not necessarily only) point of contact for matters relating to the tenancy and the deposit.

The Holding Deposit

The purpose of a holding deposit is to enable both the landlord and you, as the tenant, to demonstrate your commitment to entering into a tenancy agreement whilst referencing is undertaken. A holding deposit creates a legally binding conditional contract between the parties. Under this contract you, the tenant, agree to provide honest representations as to your income, tenancy history and references and to enter into the tenancy under the terms agreed with the landlord or their agent. The landlord agrees to enter into the tenancy as per the agreed terms, subject to satisfactory fulfilment of all pre-tenancy checks.

Holding deposits are calculated by taking the monthly rent x 12 ÷ 52 = weekly rent.

If your application is rejected the holding deposit is refundable. Once you have been provisionally accepted by the landlord

(subject to references and contract) the holding deposit becomes non-refundable unless the landlord withdraws the property due to their own unforeseen circumstances. If you choose to withdraw after acceptance, or undeclared adverse information is uncovered during referencing, then you may forfeit all fees to cover the costs of our time and the fees of our third parties in referencing you. A full breakdown of these costs and the reasoning will be available within 7 days.

Your holding deposit will be credited against the proportional rent detailed in your tenancy agreement for the commencement of your tenancy.

The Deposit

The deposit (5 weeks rent) must be received in cleared funds no later than at the time of signing the tenancy agreement, not less than 15 days after your referencing commenced.

Garrick Property Services are members of the Deposit Protection Services Custodial Scheme and deposits for managed properties will be held in accordance with the rules of the scheme.

Garrick Property Services also offer a deposit replacement insurance scheme operated by Let Alliance Consent to use this scheme is subject to the landlord's agreement. This can be arranged directly with Let Alliance and any application to utilise this service is subject to Let Alliance's acceptance, terms and conditions directly.

Rent

Rents are due and payable on the first day of each successive calendar month in advance by bank transfer/standing order in the case of managed properties. Should the tenancy commence on the fifteenth day, or thereafter, of any month apportioned rent will be payable to the end of the month plus rent for the next complete month.

In the case of properties managed by the landlord rents will be payable on the anniversary date of the tenancy commencement each month.

The remainder of your first rent payment (less the holding deposit) is payable upon or before collection of your keys on the commencement day of your tenancy. We are unable to release keys without cleared rent.

Where rent is paid late there will be a charge of 3% above the Bank of England Base Rate in interest for each day.

Fixed Term Tenancy

The tenancy you are applying for is for a fixed term and you should be aware that you will be bound by the tenancy and the terms set out within the tenancy agreement (draft copy supplied) for the period agreed. Early Release from this can only be granted with the landlord's express consent and will incur charges of rent for the term agreed or other reasonable associated costs.

Pets

If express consent is given to allow pet(s) to reside within the property, as required under the terms of the tenancy, the landlord reserves the right to increase the rent accordingly.

Changes to Tenancy Agreement

Any changes to the tenancy requested by you once your tenancy has commenced will be chargeable proportionate to

the work involved on our part (up to £50) for which you will be invoiced accordingly and are subject to the landlord's consent.

Costs/Charges

Garrick Property Services hourly rate is £425 per hour for any work undertaken on your behalf.

Refunds

We are only able to process refunds of monies, where required, to standard UK bank accounts.

**Start Date of Tenancy Requested [INSERT FIELD]
Fixed Term of Tenancy Requested [INSERT FIELD]
Rent Amount Agreed [INSERT FIELD]
Deposit Amount [INSERT FIELD]**

Are you aware of any adverse credit history or any other information that may adversely affect your application [TICK BOX]. If yes, please provide further information; Please include here any special requests in relation to your application, where applicable;

Names of all persons to occupy the property during the tenancy (please include details of all tenants and occupiers);

Property Visits

We are contracted by our clients to carry out photographic property visits at properties we manage providing a report to

[INSERT FIELD]
[INSERT FIELD]

your landlord at the end of each visit. Property visits will be completed approximately every 3 months, subject to our clients instructions.

Declaration

I hereby confirm that the information contained within these terms and conditions and the application form, which I have completed, are, to the best of my knowledge, true, accurate and complete. I consent to the information being verified by contacting the third parties detailed within the application form.

I understand that the results of the findings will be forwarded to the landlord and may be accessed again at any time in the future.

I agree that Garrick Property Services or their agent, may search the files of a credit referencing agency, which will keep a record of that search. I understand that I may request the name and address of the credit reference agency to whom I may then apply for a copy of the information provided.

I also understand that, in the event of a default on the rental payments, information may be recorded with the credit referencing agency, who may supply the information to other credit companies in the pursuit of responsible granting of tenancies and credit and may affect any future application for tenancies or credit accordingly.

I understand that, in the event of any default by me in respect of the covenants contained within the tenancy agreement, the information contained therein may be disclosed to one or more tracing companies and/or debt collection agencies in order to

recover monies due or trace my whereabouts. Information will also be disclosed to relevant utility companies and the like.

The information provided in my application is information as described in Ground 17 of the Housing Act 1996 and I understand that if any information within this application is found to be untrue it is grounds for termination of the tenancy.

I have been provided with a draft copy of Garrick Property Services tenancy agreement, the How to Rent guide and a copy of the current Energy Performance Certificate as part of this application and have read, understood and agree to the terms outlined within these documents prior to making this application.

Signed (Primary Tenant):

Signed (Second Tenant):

Date:

[INSERT FIELD]

**Right to Rent/Proof of Identity
Immigration Act 2014, Section 22**

We now have a legal obligation to obtain proof of identity for all occupants of rental homes over the age of 18.

Our referencing partners, Let Alliance, will ask you to upload information to confirm your Right to Rent as part of your application process. You will be required to bring the original copies of this document to the office when you sign the tenancy agreement for direct verification in person.

If you are unable to prove your Right to Rent in the UK then the law prohibits us from providing you with a tenancy.

Insurance

The landlord is not responsible for the tenants contents within the home regardless of the cause of any damage (e.g. substantial leak). As such we strongly recommend that you have contents insurance to cover your own belongings within the home and would also recommend you consider taking out accidental damage cover to protect your interests and/or deposit in the event of damage to the landlords fixtures and fittings.

We work in partnership with Let Alliance who can arrange quotations and cover for tenants insurance offering comprehensive packages that include tenants liability (accidental damage to landlords contents), home contents, portable possessions income protection and cover for keys.

Privacy Notice

For the purposes of the Data Protection Act 1998 (the "Act") and General Data Protection Regulation (GDPR)(EU) 2016/679 the data controller is Garrick Property Services, 196-198 Cheltenham Road, Bristol BS6 5QZ. Our privacy policy can be downloaded from our website www.garrickpropertyservices.co.uk

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to

meet our costs in providing you with details of the information we hold about you.

Garrick Property Services is a Data Controller under the Data Protection Act 2018.

Your Consent

I understand that personal information contained within my application may be released to companies associated with Garrick Property Services for the purposes of providing related services such as referencing, insurance and utilities.

I understand that Garrick Property Services may sometimes receive commission or payments from third parties in connection with goods or services recommended or provided by the agent to me, the tenant.

In order to proceed with your application we must share your information with;

- (1) Credit referencing agencies and other companies for use in credit decisions for fraud prevention and to pursue debtors
- (2) Other parties (including law enforcement bodies and government agencies) if we are under a duty to disclose or share your personal details to comply with any legal obligation, or to defend or exercise our legal rights. We must also provide your details to utility providers who currently supply the property you are applying for and who may require your forwarding address at the conclusion of a tenancy.

I confirm that I have read and understood the above information, including the privacy notice and consent to comply with the terms outlined.

Signed (Primary Tenant):

Signed (Second Tenant):

Date: