

# Tenants terms of offer & proposed tenancy

CHESTERTONS

Thank you for expressing an interest in submitting an offer to let the below property.

By completing this form you are requesting Chestertons as the Landlord's Agent to agree lettings terms on behalf of the owner of the property upon which you have submitted an offer. In order to do this we require some personal information from you.

In order to formalise the offer & commence negotiations all prospective tenants will need to:

- Complete this form where applicable
- Read and understand the terms contained herein
- Initial each page and sign where indicated
- Supply us with photographic ID and proof of address (e.g. a passport and utility bill)
- If you are not a national of the UK, EEA or Switzerland we will require evidence of your Visa or right to rent for all tenants and occupants
- Pay Preliminary Monies to the equivalent of 2 weeks rent (see below)

Should our client accept the offer subject to references and contract you will need to:

- Arrange and pay initial monies (please see Page 3, last paragraph)
- Enter into a formal tenancy agreement with the landlord
- Submit to independent referencing/put your referees on notice

## Preliminary Monies

As you have submitted an offer, preliminary monies equivalent to two weeks rent (as per your offer) is payable as confirmation of your commitment to renting the property. Should the terms be agreed for your rental of this property the preliminary monies are retained towards the initial move-in monies payable in cleared funds prior to the commencement of the tenancy (as detailed below). Once paid, the preliminary monies will be held by us, pending our taking up references on you. Please understand that the payment of this sum does not guarantee that the property will be let to you nor does this constitute the granting of a tenancy.

Should you withdraw for any reason or should your references prove unsatisfactory, the preliminary monies will be retained towards costs incurred by Chestertons being; both Tenant and Landlord administration fees, abortive Inventory Costs (if applicable) reference fee for all individuals referenced and where applicable, any additional charges previously agreed. A break down of charges are found on page 3 of this agreement under Administration Fees. Should the landlord withdraw, for any reason, prior to entering into a tenancy agreement in respect of the property, then the preliminary monies will be refunded to you less any referencing, credit card and handling fees.

## Terms of Offer

Please note that all offers are subject to contract and reference approval

Property **22 St Pauls Crescent, NW1 9XL**

Parking Type (if any) **Permit -Subject to application to local authority** Rent (£) **1400** **per month**

Rent Payable

- ☒ Monthly ☐ 3 Monthly ☐ 6 Months in advance ☐ Other (if other see special conditions)
- ☐ Fully Furnished ☐ Part Furnished ☒ Unfurnished ☐ Furniture to be added or removed (see special conditions)

Proposed Start Date **06/27/2015** End Date **06/26/2016**

## Special Conditions

(otherwise property to be taken as seen with the exception of any former tenants possessions. Specific furniture items, appliances & decorative items cannot be guaranteed unless expressly negotiated & agreed by all parties)

**Bathroom light fixed to be fixed.**

**Property to be professionally cleaned prior to the start of the tenancy.**

**Professional inventory on tenancy start date.**

**1 year break clause, 2 months notice anytime after 10th month**

Do any of you smoke? Yes ☐ No ☒

Do you have any pets? Yes ☐ No ☒ If Yes, type of pet breed & name

Children Yes ☐ No ☒

If yes, name and age of children (Please note that children over the age of 18 are required to be named on the tenancy agreement as joint Tenants)

(1) name  age  (2) name  age

(3) name  age  (4) name  age

### Proposed Tenant Details

1. Full Name	Deborah Rinkoff		
Work		Mobile	07739320006
Home		Email	deborah.rinkoff@gmail.com
Address	14b St Saviours Road		
		Postcode	SW2 5HD
Occupation	Sales	Job Title	Account director
Company Name	EDITD		

sign here

Signed with  
Agreement  
Express

E0E45B25-05B2-F92C-FDF3-BA1422BB2C58  
deborah rinkoff  
05-Jun-15

2. Full Name	Paul Connor		
Work		Mobile	07933448282
Home		Email	paulconnor88@gmail.com
Address	14C England's Lane		
		Postcode	NW3 4TG
Occupation	Project Management	Job Title	Education Manager
Company Name	General Assembly		

sign here

Signed with  
Agreement  
Express

E0E45B25-05B2-F92C-FDF3-BA1422BB2C58  
Paul Connor  
05-Jun-15

3. Full Name			
Work		Mobile	
Home		Email	
Address			
		Postcode	
Occupation		Job Title	
Company Name			

sign here

4. Full Name			
Work		Mobile	
Home		Email	
Address			
		Postcode	
Occupation		Job Title	
Company Name			

sign here

## Guarantor Details

1. Full Name			
Work		Mobile	
Home		Email	
Address			
		Postcode	
Occupation		Job Title	
Company Name			
<div>sign here</div>			

### REFERENCES & ID

We will ask you to complete a reference application form which is processed by an external reference company, with a fee payable of £42 per reference. Please note that once the completed reference forms have been submitted for processing then the fee is nonrefundable should the tenancy not proceed. Please note that we must be in receipt of the fee before we are able to process such references. Before a tenancy can proceed you will need to provide us with photo ID in the form of a passport or driving licence. Please note that any information provided which relates to nationality is for the sole purpose of complying with The Immigration Act 2014.

Once the reference application form(s) have been processed, we will pass on the report(s) and if requested, the reference information obtained by the external referencing company to our client for approval. In signing this form you acknowledge and agree for the purposes of the Data Protection Act 1998 that all information (including reference material obtained by the external reference company) that we receive about you may be retained by Chestertons and used or shared with the landlord, their advisers, our credit reference providers and for account administration including debt tracing and collection and for all management decisions and operations. We will record and retain sensitive personal data. You are entitled to request upon payment of a fee of £10 a copy of all data held about you and to have the same amended if found to be incorrect.

### DEPOSIT

A deposit equivalent to six weeks rent must be paid in cleared funds prior to the commencement of the tenancy, which is held in accordance with the terms of the tenancy. This money is refundable to you at the end of the tenancy once any deductions for damage or default have been established and a mutual agreement has been confirmed between landlord & tenant(s). The tenant must also provide a forwarding address. All deposit deductions will be agreed in writing by both the landlord and tenant after the end of the tenancy. As the tenancy agreement is a contract between the landlord and tenant, the tenant will not hold Chestertons liable for any deductions made from the deposit which may be in dispute. The Deposit will be held in accordance with the terms of the tenancy agreement and Chestertons will place the Deposit in an interest earning account or accounts with their UK bank from time to time. All interest earned on the Deposit will belong to Chestertons.

### TENANCY AGREEMENT

All prospective tenant(s) must be named in the tenancy agreement and are jointly and individually bound by the terms of the agreement. The tenancy agreement forms a legally binding contract between the landlord and the tenant(s). If you are unsure of its contents or your rights and obligations, we recommend that you consult a solicitor. We use a service called Agreement Express by Recombo that allows you to review & legally sign tenancy documents over the web. It is an efficient and environmentally friendly method of completing your agreement. (Please see attached FAQ's) Unless agreed otherwise we will be forwarding your paperwork to you for electronic signature.

### GUARANTOR

Should a guarantor be required for the tenancy, that said person will be referenced in the same manner as prospective tenants, at a cost of £42. The guarantor will be named and required to sign the tenancy agreement along with a letter outlining their responsibilities. Please note that there can only be one guarantor per tenancy who must be UK based.

### VAT

All charges levied by Chestertons are subject to VAT at the prevailing rate. All charges quoted have VAT included where applicable.

### RENTAL PAYMENTS

Once the initial monies have been paid in cleared funds, all subsequent rental payments must be made by bank standing order as specified in your tenancy agreement. Rent must be received by the due date as stated in the tenancy agreement which will require the standing order to be set up three working days prior to the rent being due.

Chestertons must be in receipt of the completed and signed standing order form prior to the start of the tenancy. In the case of multiple tenants, rent must be received from one account only.

Please note that Chestertons charge a £30 administration fee, due to additional administration incurred by us, caused by late rental payment or unpaid cheques. Interest on late payment of rent will also be charged as stated in the tenancy agreement.

### INSURANCE

It is your responsibility to insure your own belongings throughout the tenancy. Chestertons are not permitted or qualified to advise or arrange any insurance policies.

### TAXATION

Should you pay your rent directly to your landlord's bank account and your landlord is resident overseas, then you will be responsible for applying to the HMRC's (Her Majesty's Revenue and Customs) Non-Resident Landlord Scheme for details on taxing UK rental income. This does not apply when you are paying your rent directly to Chestertons.

### RENEWAL OF TENANCY

Please contact us in advance should you wish to renew your tenancy for a further term. If the tenancy is renewed then Chestertons will charge you an administration fee of £96.

### ADMINISTRATION FEES

An administration fee will be payable by the tenant(s) upon the drawing up of tenancy documentation of £222. Subject to the landlord's agreement, should you wish to terminate your tenancy prior to the end of the term (known as a Surrender), you will be responsible for the payment of the outstanding commission due from the landlord for the remainder of the tenancy and any other costs which the landlord may incur. In the event of a tenancy where one or more tenant wishes to be released from their contract by finding a replacement tenant or a request for an additional tenant to be added to the tenancy (known as a tenancy swap), Chestertons must be contacted immediately to discuss this and approach the landlord. Subject to the landlord's consent and approved references (cost of £42 per person) for the replacement tenant(s), and remaining tenants where necessary, an administration fee of £420 will be payable before new tenancy documentation will be produced.

### INVENTORY: CHECK-IN/CHECK-OUT

Should you rent a property which is managed by us, we will organise for an independent inventory clerk at the start of the tenancy to check the contents and decorative condition of the property, which we advise that you attend to avoid any possible disputes. At the end of the tenancy we will again organise for an inventory check-out. The cost of missing items, cleaning required, or damage to the fixture and fittings will be costed and sent to you for your comment and approval. When the property is not managed by us, we will advise your landlord to arrange an inventory. Please note that the landlord may request and it is common practice that the cost of either the inventory check-in or check-out is paid for by the tenant(s).

### MANAGEMENT OF THE PROPERTY

At the commencement of the tenancy, we will advise you of who will be managing the property and where we are not the managing agent, we are unable to authorise any repairs or maintenance to the property – this is the responsibility of the landlord or their managing agent. Where we are instructed by the landlord to manage their property, we will need to obtain the landlord's consent before proceeding with a repair/replacement.

### UTILITIES

Unless otherwise specially negotiated, the terms of the tenancy require that the tenant pay for gas, oil, electricity, water, telephone/internet charges, TV Licence and council tax. We advise that you contact the utility companies directly to ensure that the supplies are transferred into your name and not disconnected. It is the tenant's responsibility to establish the council tax provider for the property where a tenancy has been agreed.

### INITIAL MONIES

Prior to the commencement of the tenancy, the initial monies will be required in cleared funds and must be received by either: banker's draft; bank transfer (before 4.00pm Monday-Friday); credit/debit card payment (subject to a 2% charge). All credit/debit card payments will need to be processed by us at least 5 working days prior to the commencement of the tenancy (please note we do not accept; American Express or Diners Club cards).

We do not accept any monies on a Saturday and all payments must be cleared by 4pm on the previous Friday for any weekend move-in. Initial monies comprise of: The first rental payment in advance, 6 weeks deposit (or more if agreed between tenant and landlord), administration fee of £222 & Reference fee of £42 per person.

# Frequently Asked Questions about Agreement Express



## Are digital signatures legally valid?

Yes. The UK has adopted and implemented certain provisions of the EU's Electronic Commerce Directive in the Electronic Communications Act 2000, which makes digital legally admissible in the UK. The Consumer Credit Act of 1974 was amended in 2004 to further facilitate the electronic signing of credit agreements.

Section 7 of the Electronic Communications Act states that in any legal proceedings, an electronic or digital signature incorporated into or logically associated with a particular electronic communication shall be admissible into evidence in relation to questions as to the authenticity or integrity of the communication or data.

## Is Agreement Express secure?

Agreement Express takes every practical step to protect you and your data.

Agreement Express has been designed to provide state-of-the-art security.

The following security features are available:

- All communications on the site and all documents emailed through Agreement Express are encrypted with full 128-bit SSL security.
- Your account and all your documents on Agreement Express are password protected and no other person can access your data unless you grant them permission.
- All passwords and account data are encrypted with RSA keys.
- Agreement Express's servers are housed in secure facilities with power and Internet backup.

Digital signatures are inherently more secure than fax machines and the postal service. With the added security of needing to log into an email account combined with a locked PDF document accessible only via encrypted links, the actual contract never leaves the Agreement Express system.

Instant signatures - You can get a document signed in seconds.

Access anywhere - You can access your account from any browser.

Less paperwork - All parties automatically receive a copy of the signed agreement. No more scanning and photocopies and a backup copy is always stored in your Agreement Express account.

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