



Bradgate Lettings have been successfully finding Tenants suitable properties from city centre studio's to large country houses and across all rental budgets for over 25 years.

You can be assured of our professional approach to Lettings and Management by our long-standing memberships of ARLA Propertymark and The Property Ombudsman for Lettings (TPO).

We do, as a regulated agent have specific Application Terms and Conditions and fees will be charged as detailed below.

Once you have viewed a property and decide to apply, we require application form fully completed for each applicant along with 2 forms of identification such as driving license, passport, utility bill showing current address, a payment of your Holding Deposit. A comprehensive check including a Credit Search will be carried out. Acceptance of this application does not constitute an offer of a tenancy

Applications will not be accepted until you have viewed the property internally, applicants should be employed and not in receipt of Housing Benefit unless specifically allowed by the Landlord. Restrictions can apply to Tenants who are smokers, have children or pets. Please discuss your requirements with our property professionals before making any application.

Please be aware that all Tenancies will be Joint & Several Assured Shorthold Tenancies for a minimum period of 6 months and an initial maximum period of 12 months unless specifically negotiated.

### **Tenant Fees**

The Tenant Fees Act 2019 comes into force on 1 June 2019. From that date it is illegal for letting agents to charge fees to tenants apart from a small number of exemptions that are referred to as "permitted payments".

#### **Permitted payments are:**

- Rent
- Utilities and council tax
- Holding deposits
- Security deposits
- Default fees
- Fees for changing a tenant or ending a tenancy early

#### **Rent**

This is detailed on the Property advert.

#### **Utilities & Council Tax**

This is the Tenant responsibility unless the property advert notes otherwise

#### **Holding Deposits**

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).

Bradgate House, Eva May Building, Windsor Street, Burbage, Hinckley, Leicestershire, LE10 2EE

T: 01455 891000 F: 01455 891244

E: [info@bradgatelettings.co.uk](mailto:info@bradgatelettings.co.uk) W: [www.bradgatelettings.co.uk](http://www.bradgatelettings.co.uk)

Registered in the UK. Company Registration Number 5999447



### **Security Deposits**

Equal to five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

These will be protected for the duration of your Tenancy with the Dispute Service (Custodial) Scheme.

Nil Deposit options are available, Terms & Conditions apply, please contact our office for more details.

### **Default Fees**

UNPAID RENT Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue nonpayment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

VARIATION OF CONTRACT (TENANT'S REQUEST) £50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents, this includes any material change to the original agreement.

CHANGE OF SHARER (TENANT'S REQUEST) £50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. 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.

### **EARLY TERMINATION (TENANT'S REQUEST)**

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.

LOST KEY(S) OR OTHER SECURITY DEVICE(S) 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).

### **Protecting client's money**

As members of ARLA Propertymark, we are duty bound to protect all money held on behalf of our clients. Whether your money is held in our ring-fenced client account, or that of our management team, your money is fully protected, in the unfortunate event that any rent, deposit or other client funds are misappropriated, then the ARLA Propertymark will consider an application to compensate you.

Our Client Money Protection certificate can be found at

<http://www.bradgatelettings.co.uk/wp-content/uploads/2019/04/Propertymark-CMP-Cert.pdf>



Bradgate House, Eva May Building, Windsor Street, Burbage, Hinckley, Leicestershire, LE10 2EE

T: 01455 891000 F: 01455 891244

E: [info@bradgatelettings.co.uk](mailto:info@bradgatelettings.co.uk) W: [www.bradgatelettings.co.uk](http://www.bradgatelettings.co.uk)

Registered in the UK. Company Registration Number 5999447





# BRADGATE LETTINGS

## YOUR HOLDING DEPOSIT EXPLAINED

### The tenancy application

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 agreed.

In the present case, it has been agreed that the relevant period will be extended to the number of days shown below, from when we receive your holding deposit.

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, then again 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 first months' rent 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.

### Completing your application

It is agreed that the deadline for completing your application to rent the property specified below and thereafter entering into a tenancy agreement will be extended for a period of [\_\_\_\_\_] days from the date hereof.

Your holding deposit is £ \_\_\_\_\_

Property to which your application relates:

\_\_\_\_\_

Prospective Tenant 1 \_\_\_\_\_ Dated \_\_\_\_\_

Prospective Tenant 2 \_\_\_\_\_ Dated \_\_\_\_\_

Prospective Tenant 3 \_\_\_\_\_ Dated \_\_\_\_\_

## Pre-Tenancy Agreement Form

Your full application form will be emailed to the address provided below

<b>Rental Address:</b>	
Prospective move in date:	Initial tenancy term: <span style="float: right;">Months</span>
Agreed Monthly Rent	X30 = £ Total household income required to pass affordability:
No of children under 18 years old: INCLUDE NAMES AND DATES OF BIRTH OF CHILDREN	
Other Permitted Occupiers over 18yrs of age (e.g Partner, Spouse, Children over 18):	
Pets:	Do any occupants smoke:

<b>Applicant 1: Applicant/Guarantor</b>	
Name:	Nationality:
Mobile Telephone:	Email address:
Current Address:	
Employer & Job Title	
Gross annual income: £	Adverse credit, CCJs etc:

<b>Bank Name &amp; Address</b>
Bank Sort Code:
Bank Account Number:
Name on Bank account:

### Insurance

It is recommended that you take out adequate contents insurance to protect your possessions as this is not covered by your Landlord.

I give permission for Let Alliance to contact me by phone to arrange a quote for Insurance Products

Signed: \_\_\_\_\_

### Registration of Tenancy Information.

*"As your agent, we have a legitimate business interest to make sure that any change of tenancy information is supplied to the relevant utility providers of the rented property to ensure that the relevant charges or liabilities are directed to the responsible parties at move in and move out.*

*In fulfilling this duty, we use Home Move & Utility Management Partner, LawDeck Ltd (t/a Homeshift) to identify and notify the existing utility suppliers that you have moved in or out of a property. LawDeck Ltd (t/a Homeshift) can also help you at your direction to ensure the orderly continuation of your utilities and related household services."*

**Data/Privacy Notice**

Bradgate Property Management Limited T/a Bradgate Lettings take the issue of privacy very seriously and we are committed to protecting and respecting your privacy. Our privacy policy sets out our current data processing practices and should be read in conjunction with our terms and conditions and can be found at <http://www.bradgatelettings.co.uk/privacy-policy/>

**DECLARATION**

I hereby certify that the information provided is true and accurate and give permission for this information to be verified by third parties and disclosed as detailed above for the purpose of:

- Performing a credit search by a third-party agency
- Contacting my current, previous employers and referees to confirm the details provided
- Fraud prevention, credit assessment and insurance decisions

I understand that the results of these searches will be provided to the Letting Agent and accessed again in the event of a default in my rental payments. I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided. I understand that if I default on my tenancy obligations, this information may be released to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance. I understand that providing false information may lead to early termination of any subsequent tenancy agreement. I am happy for Let Alliance to contact me in respect to this application if required. I have read and agree to be bound by the above terms. Bradgate Lettings work in partnership with Let Alliance who will provide you with a no obligation quote for tenant liability insurance upon completion of your reference application. Alternatively, you can provide Bradgate Lettings with a copy of your current policy details prior to your move in.

Signed Applicant : \_\_\_\_\_ Date: \_\_\_\_\_

