

Residential Lettings

TENANCY APPLICATION - Terms and conditions

Properties are let on a 6 month assured shorthold tenancy unless agreed otherwise.

Rent is payable monthly in advance and is exclusive of all other outgoings. A dilapidations (damage) deposit usually of one month's rent must be paid at the start of the Tenancy. Note: payment of the first month's rent and dilapidations deposit may be by cash, cheque or direct credit (BACS or CHAPS). Funds must be cleared in our bank before the tenancy begins so we recommend payment at least 10 days in advance.

All persons over the age of 18 living in the property must be named on the tenancy agreement. All properties are let on a 'no pets' policy unless specific agreement has been obtained from the landlord. Applicants must complete the attached application form in full.

Applicants whose income does not meet the following criteria must have a suitable guarantor or arrange for payment of all due rent in advance.

Rent	Applicant Income	Guarantors Income
£500	£15,000	£18,000
£600	£18,000	£21,600
£700	£21,000	£25,200
£800	£24,000	£28,800
£900	£27,000	£32,400
£1,000	£30,000	£36,000

Applicants will be jointly and severally liable for the total rent per month for the property.

Our Fees

An application fee of £199 per property* will apply. This fee covers the cost of references, credit checks and the drawing up of all necessary documentation. It also includes registration of the deposit under the Tenancy Deposit Protection Scheme which was introduced on 6th April 2007 (this fee is non-refundable).

To reserve the property we will also require a deposit of £250 (this will be part of your damage deposit) with your application. This deposit will only be refunded if your application is declined for a reason other than adverse references.

***Up to 2 adults. Each additional adult charged at £99.**

Please supply a recent utility bill to prove address – council tax, gas, electricity, etc. – and a photocopy of your passport or driving licence showing your photograph. This can be provided at check-in.

If you require a guarantor we will charge an additional £49 referencing fee.

We will continue to market the property until we have received your completed application form and application and property reservation fees. If your tenancy commences more than 14 days after the date you specify we reserve the right to invoice you pro rata in respect of the anticipated rent.

Edward Ellis & Co
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Complaints Procedure

We operate our business in an efficient, professional and courteous manner. Should you be dissatisfied with any aspect of our service, please let us know and we will do our utmost to rectify the situation to your satisfaction.

You should be aware that if a complaint to the Property Ombudsman or Court or similar system is not upheld we will seek to recover any costs incurred in dealing with the complaint through the Courts.

Declaration

I understand that I will be directly responsible for Council Tax, and for opening accounts with service providers and paying directly to them for all services to the property.

I will pay one month's rent in advance plus a security deposit. The security deposit will be retained by the landlord or agent in lieu of any damage, breakages, cleaning, unpaid accounts and/or keys and locks needing replacement (other than normal fair wear and tear). I understand that the deposit cannot be used for rent payment during the tenancy.

I believe the information provided here to be true and authorise the landlord or agent to:

- carry out credit searches and reference checks and to contact employers, banks, referees, guarantors and credit reference agencies.
- use the information obtained with third parties to assess credit ratings, make insurance decisions, for fraud prevention and tracing/debt collection.
- handle all information obtained in strictest confidence and in accordance with the principles of the Data Protection Act 1988.

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.

Completing this form does not commit the prospective tenant or landlord to a tenancy. A shared or single tenancy will not be created until all applicants have been qualified and have signed the tenancy agreement.

I can confirm that I have read the above and have raised any concerns with the landlord or agent. Prospective tenants should be aware that any false statement made could result in early termination of the tenancy under ground 17 of the Housing Act 1996.

I ENCLOSE PAYMENT FOR THE APPLICATION AND PROPERTY RESERVATION FEE.

Address of Property: _____ Term: 6 / 12 / 24 months

Signature of Applicant: _____ Date: _____

Print full name in block capitals: _____

Please supply your e-mail address: _____

Edward Eillis & Co - Data Protection declaration for Tenants

We confirm that, when processing data on your behalf, we will comply with the relevant provisions of the Data Protection Act 1998 and the General Data Protection Regulation (GDPR - Regulation (EU) 2016/679)

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight certain points relating to your information that you should be aware of. Some services are provided to Edward Eillis & Co by third parties (such as processing business or obtaining compliance or regulatory advice), which warrant the disclosure of more than just your basic contact details. You agree that personal information held by Edward Eillis & Co may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g. by email and you agree that Edward Eillis & Co, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product Providers and other companies may administer policies you have with them and provide other services, from locations in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put controls in place to ensure that your information is adequately protected and they undertake to be bound by the obligations under the Data Protection Act even when your personal information is processed outside Europe.

To enable us to provide the services we have agreed and for other related purposes – including updating and enhancing customer records, analysis for management purposes and statutory returns, crime prevention and legal & regulatory compliance – we may obtain, use, process and disclose personal data about you.

CONSENT to hold, store and process your Personal Data

Information supplied may be stored on computer or paper records and may be used for Regulatory, record-keeping, contact and marketing purposes by Edward Eillis & Co. Details may be passed to our Regulatory Authorities & Auditors for the purpose of compliance. **We will NOT pass on your data to third parties for any marketing purposes.**

Do you consent to this? YES Client signature to confirm; Date

CONSENT for Edward Eillis & Co to contact you

Edward Eillis & Co wish to gain your agreement, so we may contact you at any point in the future (including by telephone & email) for ongoing services & marketing purposes – for example, with valuations, details of products, services or promotions we think you might be interested in.

Do you consent to this? YES Client signature to confirm; Date

(*N.B. If a client does not wish for their data to be stored on computer records, we may be unable to act for them.)

WITHDRAWAL OF CONSENT - If at any time you wish us – or any company associated with us – to cease obtaining, using, processing and disclosing personal data about you (including contacting you for marketing purposes), please contact us to withdraw your consent:

....in writing Write to Miles Moseley, Data Protection Officer, Edward Eillis & Co, Milwood House, 36b Albion Place, Maidstone ME14 5DZ.

....by phone Telephone – Miles Moseley on 07736 299011

Subject to certain exceptions, you are entitled to have access to your personal data held by us.