

Application Terms & Conditions

Name(s).....

Date.....

Current Address.....

Address of Prospective Property.....

Deadline for Agreement.....

Amount paid as initial Holding Deposit £.....
(Please see below for Terms)

PROVISIONAL MOVE IN STATEMENT

Security Deposit 5 Weeks rent £.....

One Month rent in Advance £.....

SUB TOTAL £.....

Less Holding Deposit (1 week's rent) £.....

BALANCE DUE on or before moving
in date in CLEARED FUNDS £.....

Please find below the terms and conditions that are applicable upon application for a rental property via Peter Anthony.

1. **A property is still listed available to rent until a holding deposit has been paid. The holding deposit reserves the property during the referencing. Once the tenancy commences the holding deposit is deducted from the total funds that are required to be paid prior to the move in. Your deposit is held as per regulations in a registered tenancy deposit scheme account. You will be provided with confirmation of this once you move into the property.**

We will make every effort to approve the application prior to submitting however if you fail referencing and it is deemed that you provided incorrect information on the application form the holding fee will not be returned. If your application is not approved due to no fault of your own, we will reimburse the holding fee.

2. **The Deposit is refundable in the following Circumstances-
IN FULL**

If the offer is not accepted by the Landlord or

The Landlord withdraws the property or

If the Landlord decides the reference are unsatisfactory or

The Landlord does not agree the Special Conditions (section 9)

If the tenant takes up the tenancy (usually the payment will be applied against the first month rent payment)

ANY REFUND WILL BE MADE WITHIN 7 DAYS

NOT REFUNDABLE

The holding deposit is not refundable if the tenant makes additional requests (such as permission to keep a pet, wanting a permitted occupier, wanting the landlord to provide items not already offered as part of the tenancy, specialist cleaning, different rent due days etc which are then refused by the landlord). THESE MUST BE ASKED FOR BEFORE YOU MAKE THIS APPLICATION.

Where the tenant provides false or misleading referencing information, a charge will be levied to cover all the landlord's cost up to a maximum of the deposit paid.

Where the tenant does not have the Right to Rent under the immigration Act 2014 and the landlord or Agent did not know or could not reasonably have been expected to know that prior to taking the holding deposit.

If the tenant withdraws their offer, or after 15 days does not take reasonable steps to take up the tenancy during the "deadline for agreement", **(UNLESS A DIFFERENT DATE HAS BEEN AGREED BETWEEN THE PARTIES, IN WHICH CASE THE TIME LIMITS OF THE NEW AGREEMENT WILL APPLY)** then a charge will be levied to cover the landlord's cost up to a maximum charge of the deposit.

3. Usually a Tenancy Agreement is for a minimum period of six months. This cannot be terminated by either Landlord or Tenant unless there has been a breach of the Tenancy Agreement. If for any reason you do not want to fulfil your 6 month tenancy we may be able to re-advertise the property on YOUR behalf at a discounted marketing fee of £450 including VAT. However, you will be responsible for the rent payments up to the date a new tenant occupies the property or your original contract comes to an end.
4. The first month's rent and deposit is payable upon signing the tenancy agreement this will need to be paid by debit card. All further rent payments will be collected by direct debit, if you do not have a bank account with the facility to pay by direct debit we cannot proceed with your application. The rent **does not** usually include any additional charges i.e. gas, electricity, water rates, telephone, council tax etc. and you must take the cost of these into consideration before signing the tenancy agreement.
5. We require the following documentation from all applicants including guarantors prior to an application to rent a property will be considered.
 - Photo ID: This needs to be a Passport, National ID or Residence Permit. All identification is photocopied and kept on file.
 - Proof of address: Utility bill, mobile phone bill etc.
 - Three months' bank statements.
 - Three months' pay slips or if self-employed a copy of your latest tax return.
6. **The Application Form.** This application form will be emailed to you to complete online. You have 48 hours from paying the holding deposit to provide us with a completed online application form. Failure to do this will result in the property being re-advertised. Every effort is made to process your application as quickly as possible. You can help in this process by letting your landlord and employers know we will be contacting them.
7. Upon a successful application an appointment will be made for every tenant to attend our office where they will be issued with the Tenancy Agreement. The appointment will last for approximately 30 minutes. If you arrive late for your appointment, we may be unable to continue with your tenancy on the same day, therefore another appointment may need to be arranged and a charge of £40 per hour for our time will apply.

If you cannot attend your appointment, please contact our office as soon as possible so that we can advise on an alternative time and/or date.

If you require any further information, please contact the office on 0161 257 2441/ applications@peteranthony.co.uk.

8. If the tenancy is renewed after its initial period, we only offer fixed term renewals and do not enter into periodic tenancies. If you have failed to pay your rent by direct debit, we will not offer you the opportunity to renew the tenancy. On renewal we will also erect a new let by board outside the property for fourteen days.

9. Special Conditions that have been agreed to be completed prior to the commencement of the tenancy: ____

Commitment

I/we..... have been given time to read and fully understand the terms and conditions as above.

Signed & Dated

.....

Your consent

By signing below, you indicate your consent to your personal information being passed to our Utility Management Partner, Ittria Limited who will pass your details over to the current utility providers and local council of the property.

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

Signed.....

Dated.....

- ☐ If you would like to receive email marketing, telephone marketing, postal marketing and or text messages from our Utility Management Partner, Ittria Limited in relation to its selected third-party utility providers, please tick this box

Privacy notice

For the purposes of the Data Protection Act 1998 (the “**Act**”), the data controller is Peter Anthony Estates Ltd of 834 Stockport Road, Manchester, M19 3AW.

We use the personal details that you provide by corresponding with us by phone, email or otherwise. In addition to the information you give us on this form, we may also collect additional information (for example, details of your property, current energy providers) as necessary to provide our services and to deal with your queries.

Disclosures of your personal details

We may also share your information with credit reference agencies and other companies or third parties where we have a duty to do so

Marketing information

We would also like to use your personal details to tell you about other goods and services that we offer that are similar to those that you have already asked us to provide or have enquired about.

Accessing your information

You have the right to access information held about you.

Please send any questions, comments, complaints or requests (including, but not limited to, any future request to withdraw your consent) regarding this privacy notice to: property@peteranthony.co.uk

Full details on data sharing and your consent can be found at <https://ico.org.uk/for-the-public/>