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APPLICANT/PROSPECTIVE TENANT ADVICE AND CONFIRMATION

Our Lettings Procedure:-

Our website is regularly updated with available properties which are also advertised on the various property portals. If you wish to register your details with us, we will then be able to keep you informed as and when suitable properties become available.

We hope that you will be successful in finding a property through us and as part of our commitment to helping those seeking a new home we have compiled this document to provide you with some useful and essential information.

It may be that you are interested in one particular property that we have available or it may be that you are registering an interest with us for a number of properties that may fit your requirements. In either case this document is designed to help you through the process whether you are an experienced renter or whether this is your first time renting.

This document comes in two parts - A and B.

Part A gives some helpful information that is intended to aid your understanding of the renting process generally and renting a property through us in particular.

It provides:

- An explanation of various terms that are frequently used and what they will mean to you
- Information about what we would expect from you if you pursued an interest in one of our properties
- Important information about us

With this document you will also be given:

- A copy of the government How to Rent Guide
- A copy of the Energy Performance Certificate of any property that you have chosen to view

Part B will be completed for you when you have found a property you wish to rent and will contain specific information regarding that property.

At that point we will ask you to sign the completed form to confirm that you have read and understood the contents of both Part A and B and have received the documents mentioned above.

You should not enter into a contract to take a property without fully understanding the obligations and implications. If you are unsure of any matters, please seek independent advice through the Citizens Advice Bureau or solicitor.

PART A: ADVICE AND INFORMATION

An explanation of terms and phrases and what they would mean to you

Tenancy Agreement

The Tenancy Agreement is the legal document that lays out the contract between you and the landlord for renting a property. It will detail the amount of the rent, the length of the fixed term (see below) and the duties and obligations of you and the landlord if you choose to enter into a tenancy.

There may also be additional clauses specifically agreed between you and the landlord. When you sign the tenancy agreement you are committing yourself to a contract, the terms of which are binding. Please take time to carefully read the tenancy agreement and if you have questions on the contents, please feel free to ask us for clarification or take independent advice.

Fixed Term

One important term is the fixed term. This is the agreed minimum length of the tenancy and once you have committed there is no automatic right for you to serve notice and leave early. If you do need to leave early you must be aware that the landlord is under no obligation to release you. If the landlord agreed to do so he is, in law, entitled to charge the tenant reasonable costs he has incurred in doing so. This would include the rent if the property cannot be re-let before the end of the fixed term.

Joint and Several Liability

When you take a tenancy with another person or persons, in law both or all of you are 'jointly and severally liable' for the rent or any other costs relating to the obligations of the tenancy. This means that each individual tenant is responsible on their own or jointly for 100% of money owing. For example, if there are two tenants either as a couple or sharing and one of the tenants has a change of circumstances and he doesn't have the money to pay his 'share' of the rent – the other tenant will be required to pay the full amount.

Break Clause

If you take a tenancy for a period of a year or more, your landlord may want, or agree to, a break clause. This is negotiated between you and the landlord before the start of the tenancy and allows either of you to serve notice on the other to end the tenancy. The point at which notice can be served and the amount of notice required is negotiable. However the landlord cannot serve notice in the first four months of the tenancy under an Assured Shorthold Tenancy (AST) and the notice must then be at least two months.

Permitted Occupiers

Occupiers other than the tenants will not be permitted to reside in the premises without the express written consent of ourselves or the landlord.

Guarantors

In the event that your references are likely to be, or are, insufficient your potential landlord may agree to accept a guarantor on your behalf. The guarantor must pass references as they will be liable for any loss the landlord has suffered as a result of any breach of the terms of the Tenancy Agreement by you. We will ensure that the guarantor is given a copy of the tenancy agreement so he is aware of your obligations and we will allow him time to study all the documents and take advice, if necessary. Please note that a tenancy cannot go ahead until all the guarantor documents are in place and signed.

Subject to Contract

This means that all negotiations, obligations and rights will not be binding on either you or the landlord until the actual start of the tenancy. The acceptance of an application form or holding deposit does not constitute acceptance of you or anyone else as a tenant for a property.

Changing Tenants

The landlord is under no obligation to agree to the swapping of tenants during the tenancy. In the event that one sharer wishes to vacate the property, please contact us first in order so that we can contact your landlord to establish their wishes. (Please note if we do not manage the property you will need to contact the landlord directly).

If the landlord is in agreement it may be possible for us to formally end the existing tenancy and start a new tenancy with the new sharer. However, this would be subject to your landlord's consent, satisfactory references from the new sharer and will be subject to contract. Please note, in law, we are able to make a charge for the costs incurred in the process of ending one tenancy and setting up a new tenancy.

An explanation of what we will require from you if you decide to pursue an interest in a specific property and what you can expect if the landlord agrees to accept you as a tenant

Deadline for Agreement

When you wish to put an offer forward for a property we will agree with you a cut-off date for agreement to be reached – in other words the time line for references and other checks to be conducted as well as agreement to the terms of the tenancy. If an applicant is withholding information or not co-operating with the process the landlord can withdraw without penalty after this agreed date and unless there are extenuating circumstances the holding deposit will not be repayable.

References

We will need to take up references on you. In order to do this, we will need you to provide us with information regarding your circumstances in order that checks can be made. The results of the referencing (if credit checked) and/or copies of reference letters will be passed to your potential landlord in order for him to make an informed decision regarding the acceptance of your application.

Please note that we reserve the right not to proceed with taking references if we do not believe that your references will be acceptable. You have the right to appoint an independent and reputable referencing company to conduct checks on your behalf if you wish.

Required information

We will need to see various documents that will assist us/the landlord in deciding if you are likely to be a suitable tenant.

Some of these documents may need to be originals (not photocopies).

In general the documents we will need will cover the following topics:

- Identity
 - We will need to verify who you are
- Right to Rent
 - We are required by the Government to check on all prospective occupiers under the Immigration Act 2014 and the Immigration Act 2016. We will therefore require evidence that you have the right to reside in this country and, if that right is limited, how long it exists for. We will require your date of birth and a share code as provided by the Home Office.
- Financial Reference/employment History
 - We will require evidence that you have the ability to make the required rent payments. We will need evidence of your employment history and income from that employment (or if relevant from other sources).
If you are self-employed, you will be required to produce a tax return to substantiate affordability. If only bank statements are available, you may require a guarantor.
- Suitability as a tenant
 - We will need evidence of your current/previous address(es) which may include a reference from a current/previous landlord and/or letting agent.

- **Guarantor Details**
 - In the event that you may not be able to afford to rent this property, it may still be possible to consider you for a tenancy if you have a guarantor to act for you. If this were the case we would also need similar information to the above, on themselves.

It is important to arrange for us to have the relevant information and paperwork promptly in order not to fail the agreement deadline date (see above section). Please make sure that you are able to provide us with all the necessary information within the time limit before you agree to that limit. If you believe that you cannot do this please inform us and we will be happy to discuss a more suitable deadline.

We will require from you proof of your current address/utility bill, some ID/passport as well as a holding deposit, the equivalent of one weeks rent. This will be offset from your initial monthly rental.

We will require you to provide to us with reasonable documentation which should be freely available to you for us to make an assessment of your suitability as a tenant. There will be no charge for this. If you feel that it would be easier for you to instruct a professional referencing company to provide a report on your behalf this would be entirely acceptable but you would need to make this instruction yourself (we can recommend companies if you wish).

For the avoidance of doubt, if you choose not to use a professional referencing company this will have no influence on our decision about your suitability as a tenant.

Right to Rent

We are required by law to check that ALL adult occupiers have the right to rent in the UK. To this end we need to see original approved documents whilst in your presence. We will also require your date of birth and share code, as provided by the Home Office. Please co-operate with this process as we will be unable to allow occupancy in the event that we have not been able to capture this information.

Property Details

The property details that we produce are provided as a guide to the property that we are advertising. While every effort is made to ensure their accuracy it will be your responsibility to view any property that may interest you and check that it meets your requirements. We will of course be happy to answer any questions you may have about the property.

Rental Payments

Unless otherwise agreed and stipulated in the tenancy agreement, the rent is payable monthly in advance by standing order and we will only accept one standing order mandate for the full amount of the rent.

Insurance

Please be aware that the landlord's insurance will not cover tenant's goods. You will need to make your own arrangements for adequate and appropriate insurance cover.

We are able to offer you insurance to cover your contents with an option for cover in the event of accidental damage to your landlord's goods; please speak to us for details. Please be aware that if you took an insurance product through us, we will receive a commission from the insurance provider – refer to the section in this guide headed 'Referral Fees'.

Holding Deposit

If you find a property that you wish to apply for we will request a holding deposit the equivalent of one week's rent (this is calculated by multiplying the monthly rent by twelve and dividing by fifty-two).

The purpose of this holding deposit is to show goodwill between the landlord and you and to show that both of you are committed to agreeing on a tenancy. As part of this goodwill; the landlord agrees that the property will be taken off the market while your application is being processed.

Refunding of the Holding Deposit

The holding deposit will always be refunded to you unless:

- The landlord accepts you as a tenant and you both agree that the money is to be used to put towards the first month's rent or damage deposit
- You provide us with false or misleading information regarding your circumstances, including, but not limited to, the information we need for reference purposes
- You fail the Right to Rent check
- You fail to assist and co-operate in the process which results in the 'deadline for agreement' being missed
- You withdraw your offer to take the property

If the holding deposit is being refunded, we will do so within seven days of the decision, unless the money is being used for the initial rent. If the deposit is **not** being refunded, we will write to you setting out the reasons within seven days of the decision.

Damage Deposit

Prior to the start of the tenancy we will require a deposit (in cleared funds – see below) that will be held against any damages or other default of the tenancy agreement. The deposit amount may vary but will not be more than the equivalent of five weeks rent for tenancies with a rental level of up to £50,000 per annum or the equivalent of six weeks rent for tenancies with a higher rental level. A week's rent is calculated by dividing the annual rent by fifty-two.

If the tenancy is an Assured Shorthold Tenancy (AST) the law requires that the deposit is protected in a government approved scheme, and you will be provided with evidence of this. We use the Deposit Protection (Custodial) Scheme.

First Month's Rent

The first month's rent must be paid to us in cleared funds (see below) before the start of the tenancy.

Cleared Funds

This means the money must be in our bank account and not subject to a confirmation that the funds could be transferred back or are not guaranteed. We will not be able to allow you to enter into a tenancy without all the required rent and damage deposit having been received in full. Please note that we do not have a card machine and all payments for rent and deposit should be made by bank transfer. Our Client bank account details are as follows:-

Account Name:	David Jordan Estate Agents, Client Account
Sort Code:	60-18-37
Account No:	20093063
Ref:	Address of rental property

Applications

Your application and any supporting documentation can be emailed to either:-

dawn@davidjordan.co.uk or steven@davidjordan.co.uk

Referral Fees

We have an arrangement with one or more businesses or organisations which we may recommend to you or the landlord, and those arrangements may or do include a basic percentage commission to us. A list of those other parties that we may recommend to you are listed below:

Company Name	Service offered
Blinc	Insurance products for landlords & tenants
Tenant Shop (SULU Energy Bridge)	Energy and Media products for tenants

Important Information about ourselves

We are required to comply with several pieces of legislation designed to protect any client or customer.

Details of how we conform to our legal obligations are laid out below

Memberships

We are required by law to belong to a property redress scheme.

We are members of The Property Ombudsman and the Trading Standards' Estate Agency Team (Property Redress Scheme) and are bound by their Code of Conduct which can be found at www.tpos.co.uk and www.nationaltradingstandards.uk

In addition, we are members of the following professional organisations to whose Codes of Conduct we also subscribe

to UKALA, the UK Association of Letting Agents and Arla PropertyMark.

The lettings team are both MARLA qualified.

In the unlikely event that you are unhappy with the service that we provide you may have recourse to some or all of these organisations. Details of our Complaints Procedure is set out on page 7.

Client Money

Any money that we hold on your behalf is held in a designated Client Bank Account.

In addition, it is a requirement of The Housing and Planning Act 2016 that we are required to belong to an approved or designated Client Money Protection Scheme. We confirm that we are a member of Client Money Protect Scheme. Details may be found at www.clientmoneyprotect.co.uk.

A copy of our certificate of membership is available on request.

Tenancy Deposit Scheme

Under the requirements of the Housing Act 2004 all deposits held under Assured Shorthold Tenancies must be protected and held in accordance with a government approved scheme.

We will protect deposits under the Deposit Protection Service (DPS), Custodial Scheme www.depositprotection.com.

Fees

In order to comply with our obligations under the Consumer Rights Act 2015 all of the fees that we charge to a landlord will be available for inspection in our office(s) and on our website as well as any third-party website that we use.

Data Protection

We confirm that we are registered with the Information Commissioner's Office and we comply with the requirements of the General Data Protection Regulations 2018 and the Data Protection Act 2018.

Full details of what data we collect, how we hold it, what we collect it for and who we share it with are contained in our Privacy Notice which is available to read on our website www.davidjordan.co.uk Please note that we may update this notice from time to time.

For the avoidance of doubt the information that we collect from you in order to process your application to rent a property is processed according to one of the three lawful bases: to fulfil a contractual requirement with you; to comply with our legal obligations; to pursue a legitimate interest of ourselves or any associated third party.

Any information we pass to a third party (such as the landlord or a referencing company) will be limited to that necessary for them to carry out their requirements. They will also be bound by the same considerations of confidentiality and security as we are.

If we wish to use any of this information for any other purpose or if we require further information from you for any other purpose we will only do so with your explicit consent which will be sought separately from this agreement and which can be withdrawn at any time.

Full details of your rights including access to your data, your right to request restriction of processing and your right to withdraw consent (where appropriate) are also available in our Privacy Notice.

Complaints Procedure

If you are unhappy with any aspect of our service, we would ask that you contact us straight away and we will make every effort to deal with your concern.

In the unlikely event that you still remain unhappy with the service that we provide we ask that you put your complaint in writing to David Jordan, Director, David Jordan Estate Agents Ltd, 20-21 Clinton Place, Seaford, BN25 1NP or email david@davidjordan.co.uk. We guarantee that we will acknowledge your communication within three working days of receipt. We further confirm that we will fully address the issue you raise within fifteen working days of receipt. In the event that we are unable to do so fully in that time purely because we are still awaiting information from another source (for example a contractor) we guarantee that we will keep you fully informed of the current state of those investigations and a likely timescale for resolution.

If, following our final response, you still remain unsatisfied you may have access to the complaint's procedure of

The Property Ombudsman (The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP – www.tpos.co.uk)

National Trading Standards, Estate Agency Team (Premiere House, 1st Floor, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH – email: info@theprs.co.uk)

And

UKALA, the UK Association of Letting Agents who contact details are as follows (www.ukala.org.uk)

If you do refer a matter to either of the above bodies; you agree that we may disclose to them any relevant information.