

# INFORMATION FOR PROSPECTIVE TENANTS (AST)

11/24V30

## SUBJECT TO CONTRACT, SATISFACTORY REFERENCES AND RIGHT TO RENT

Before you sign any paperwork, you must make sure you know and understand the contents of the document you are signing. If there is anything you do not understand please ask either your local lettings team or seek legal advice from a solicitor or Citizens Advice before you sign.

The document refers to an Assured Shorthold Tenancies (AST) where the annual rent is less than £100,000, the Tenant is a private individual, the property is the Tenant's main home and the Landlord is not resident at the property.

For Non Housing Act tenancies (NHA) where the tenancy is not an AST please request the Information for Prospective Tenants for Non Housing Act tenancies as different terms and charges apply.

**MATERIAL INFORMATION:** There is important material information that you need to consider prior to agreeing to let this property. Guidance to this information can be found on the trading standards website <https://www.nationaltradingstandards.uk/> to assist you. You will need to satisfy yourself that the information that has been provided enables you to make an informed decision to let this property. If you have any questions, please contact us.

**MAKING AN OFFER:** When you have found a property you would like to rent we will put forward the offer to the Landlord. If you would like to make an offer via our website please click on 'Making an Offer' on the individual property page. A member of our team will then contact you. Alternatively contact the office and we will assist you. Please specify any requests or conditions attached to the offer you are making as these will be included in the tenancy agreement if agreed by the Landlord. Please note that pets are not automatically permitted in a property and must be agreed as part of the offer.

Any offer will remain 'Subject to Contract and Right to Rent' until the Landlord has approved the references, we have confirmation of cleared funds, the tenancy agreement has been signed by all parties and dated, the Right to Rent for all Tenants is confirmed and the property is vacant and ready to be moved into.

Here is a link to the How to Rent: [How to rent - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/612342/How_to_rent_-_GOV.UK.pdf)

Please follow the link to view a copy of a Carter Jonas standard AST agreement: <https://cjview.me/AST>. In some instances a Landlord may have their own tenancy agreement and will provide a copy on request.

Please note that you must disclose all the names of all Tenants over the age of 18 who will be living at the property.

In accordance with the Tenancy Agreement, you are not permitted to sublet the whole or part of the Property. You may not advertise, feature, use any photographs or mention the property or part of the property on any internet based marketing website, social media or messaging websites, portal, apps or other means of advertising including but not limited to Airbnb, Spareroom and Meta.

You may be asked to provide information which supports your application to carry out a reference check such as:

- Bank statements to assess income
- A Reference from a previous Landlord (where applicable)
- Proof of address history
- Details of current employer

All offers will be shared with the landlord, and they have discretion as to which offer to accept. The landlord may not make a decision immediately and we may continue to advertise the property until a decision is made. The landlord's decision is final and only if an applicant is unable to proceed or withdraws will alternative applicants be considered. Please note that in the event there is more than one offer for the property the landlord will consider all relevant factors including tenant referencing, credit worthiness and proceed-ability of the applicants. Decisions will not be influenced by sex, age, national origin, race, religion, disability, or family circumstances.

Please be aware of the following:

**PERMITTED PAYMENTS:** In accordance with the Tenant Fees Act 2019 the following are permitted payments for AST tenancies:

- Rent
- A capped refundable Holding Deposit
- A capped Tenancy Deposit
- Payments in the event of a default
- Payment in the event of loss of keys
- Payment on a variation, assignment or novation of a tenancy
- Payment on early termination (surrender) of a tenancy
- Payment in respect of Council Tax and utilities (gas or other fuel, electricity, water or sewage, television licence and communication services)
- Green deal charge (if applicable)

**RENT:** Rents are advertised weekly or monthly but will be payable monthly, quarterly, six monthly or yearly in advance. Where rent is payable in six monthly or yearly in advance, the Landlord may ask you to pay at the start of the fourth month where the rent is paid six monthly, and the start of the tenth month where the rent is paid yearly.

**HOLDING DEPOSIT:** We will take a Holding Deposit of one week's rent to reserve a property and show your commitment to the property whilst reference checks and preparation for a tenancy agreement are undertaken.

Payment of the Holding Deposit is not a guarantee that the property has been secured by you and your offer is subject to contract, satisfactory referencing and Right to Rent. The Landlord is not obliged to let the property to you, nor does it commit the Landlord to grant a tenancy or form an offer of a tenancy to you.

A Holding Deposit can be held for up to 15 calendar days; this is known as the Deadline for Agreement. From taking the Holding Deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline of Agreement. If the start date of the tenancy is after the Deadline of Agreement we will ask you to sign a separate extension agreement to enable us to process the tenancy and show your commitment to the property.

Please note the Holding Deposit does not fall under the deposit protection schemes of the Housing Act 2004.

**Retaining the Holding Deposit:** we or the Landlord can retain the Holding Deposit if:

- the Tenant fails the Right to Rent check regardless of when the deposit was accepted.
- the Tenant provides false or misleading information to the Landlord or Agent, which the Landlord or Agent is

reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.

- the Tenant notifies the Landlord or Agent before the deadline for agreement that they have decided not to enter into a tenancy agreement.
- the Tenant fails to take all reasonable steps to enter into a tenancy agreement including failing to respond in a timely manner to any reasonable request for clarification or additional information in relation to their application.

The Holding Deposit or any balance of the Holding Deposit monies will be paid to the Landlord.

At all times we act on behalf of the Landlord who owns this property and on that basis any dispute arising from the Holding Deposit should be directed to the Landlord.

**Repaying the Holding Deposit:** we will repay the Holding Deposit if:

- the Landlord and Tenant enter into a tenancy agreement (we will ask for your agreement to deduct the equivalent sum from the first payment of rent).
- the Landlord decides before the deadline of agreement not to enter into a tenancy agreement for reasons unconnected with those detailed in 'Retaining the Holding Deposit' above.
- the Landlord and Tenant fail to enter into a tenancy agreement before the Deadline of Agreement.

Once the amount has been agreed with your Landlord, the balance of the Holding Deposit will be refunded and will be credited to the person who paid the Holding Deposit within 7 working days by our Accounts Department, and not by the local office.

**MONETARY DEPOSIT:** A Monetary Deposit will be payable on the signing of the tenancy agreement. For the duration of your Tenancy the Monetary Deposit will be held by either Carter Jonas or the Landlord in accordance with a Tenancy Deposit Scheme.

The Monetary Deposit is held as security against any unpaid bills, non-payment of rent, damage caused to, the property during the duration of the tenancy.

For ASTs, if the total annual rent for the property is less than £50,000 per annum, the Monetary Deposit will be five weeks' rent. If the total annual rent is above £50,000 per annum, the Monetary Deposit will be six weeks' rent.

The Monetary Deposit, if held by Carter Jonas, will be registered with the Tenancy Deposit Scheme. The Tenancy Deposit Scheme (TDS) is a government backed accredited protection scheme which aims to resolve deposit disputes quickly and efficiently. A certificate of the deposit registration will be sent to you within 30 days of the Monetary Deposit being paid or the tenancy commencing. The Monetary Deposit must be paid in cleared funds prior to the commencement of the tenancy. Please note interest is not payable on the Monetary Deposit.

**OFFER AGREED:** Once the Landlord accepted your offer Carter Jonas will prepare the tenancy paperwork which includes:

**REFERENCES:** Carter Jonas will apply for references to satisfy affordability on behalf of the Landlord using a tenant referencing agency. Typically, you will require to have funds equivalent to a minimum of 30 times the total monthly rent. You will also be asked to declare if you have any county court judgements/ IVAs or missed or late payments (including rent). Please speak to the Lettings team if you are concerned about the credit worthiness of your application prior to paying a Holding Deposit.

Full details of the referencing process will be explained to you via the agency's own privacy notice.

The results of the references will be shared with the Landlord for approval. You must respond to any request from the agency promptly otherwise you may risk losing the property and forfeiting your Holding Deposit.

If you fail to satisfy the reference criteria, your application to rent the property may be terminated and which may result in forfeiting your holding deposit Carter Jonas are not able to divulge any information should your reference be unsuccessful.

**GUARANTOR:** A Landlord may request a Guarantor if he/she is not satisfied with the references supplied. The Guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. References will be taken on the Guarantor as though they were renting the property. We may ask your Guarantor to provide proof of this information prior to applying for a reference. Please note the acceptance of a Guarantor is at the Landlord's discretion.

**IDENTIFICATION:** You will need to bring in Proof of Identity which must show a photograph i.e. a passport or driving license. We will also require proof of address which can be a bank statement or utility bill showing your current address dated within the last 3 months. We are unable to accept mobile phone statements. Please ask the office for further information if necessary.

**RIGHT TO RENT:** In accordance with the Immigration Act 2014 we are required by law to establish that every adult occupant has the right to rent in the UK before we can allow the tenancy to start. You will be asked to come into our office and evidence your Right to Rent in England: [Prove your right to rent in England: Overview - GOV.UK.](#)

We are required to see the evidence of your Right to Rent with the person present before the start of the tenancy and will not be able to release keys until this has happened. We will retain a copy of the documents on file.

**THIRD PARTY PAYMENT OF A MONETARY DEPOSIT FOR AN AST:** If a third party is paying the deposit monies on your behalf please advise us in writing since, in accordance with deposit protection legislation, we are required to provide them with documentation in relation to the protection of the deposit.

**TENANCY AGREEMENT:** Carter Jonas will provide our standard tenancy agreement or, where applicable, the Landlord's own version, including any special clauses. Please note that this is a legally binding agreement between you and the Landlord and we recommend that you take independent legal advice before proceeding. The tenancy agreement may be sent to you for digital signature. You will need to initial the bottom of every page and sign where indicated.

The Monetary Deposit and any additional payments are payable on the signing of the tenancy agreement. You will be in breach of the agreement if the monies are not paid on signature. The Landlord will be sent the tenancy agreement to sign when we have cleared funds. Once the agreement is signed and dated by all parties it will become legally binding. This means that you will be bound by the terms of the tenancy agreement. Until this time the terms of the tenancy agreement can be subject to change.

If there are any variances between the Information for Prospective Tenants document and the Tenancy Agreement, the terms of the tenancy agreement will prevail.



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**CHANGES TO A TENANCY AGREEMENT:** Carter Jonas will charge a Permitted Payment of £50 including VAT for any changes to the tenancy agreement once it has become legally binding.

**EARLY TERMINATION (SURRENDER) TO A TENANCY AGREEMENT:** Where an early termination (surrender) to a tenancy agreement is agreed by the Landlord, Carter Jonas will provide details of the costs payable by the Tenants. The Landlord is not under any obligation to agree to an early surrender but where this is agreed you will remain liable for the rental payments and associated costs until a new tenant is found. Full details will be provided at that time.

**STATEMENT OF MONIES:** You will receive an invoice detailing the initial monies due on the signing of the tenancy agreement which includes the First Rental Payment and the Monetary Deposit. Please let us know if funds are coming from overseas and/or from a third party as we may need to carry out enhanced due diligence to satisfy the source of funds. We are unable to release keys until all funds have cleared.

For your information the Carter Jonas bank details are:

<b>Bank Account:</b>	Carter Jonas LLP Residential Lettings Clients Account No 2
<b>Bank Name:</b>	Barclays Bank
<b>Account Number:</b>	80123196
<b>Sort Code:</b>	20-67-45

Under the RICS rules we are required to advise you that the monies paid by you will be held in the above interest-bearing account until such time as the tenancy starts. Carter Jonas does not charge an administration fee for this account and will retain any interest accruing on the account to offset our costs.

**PAYMENT OF RENT:** Payment can be made by Bank Transfer or Debit Card and cleared funds are due on the signing of the Tenancy Agreement. Please note that we do not accept payment by Credit Card.

**PAYMENT OF RENT TO OVERSEAS LANDLORDS:** If the Landlord is not resident in the UK for a period of more than six months in any tax year and you are paying rent directly to the Landlord, you may be liable to deduct basic rate tax from the Rent and remit the payment to His Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) or your local HMRC Enquiry Office.

**LATE PAYMENT OF RENT:** A default fee of 3% over the Bank of England base rate will be charged for late payment of rent where the rent has been outstanding for 14 days or more. The fee is charged from day one as per the tenancy agreement.

**CREDITLADDER: RENT REPORTING SERVICE:** We are partnered with CreditLadder, a leading UK rent reporting service. This service allows your rental payments to be reported to credit reference agencies which can help improve your credit score. You can choose to report to one credit reference agency for free, or report to all four (Experian, Equifax, TransUnion and Crediva) for a small fee. For more information and to sign up please go to [www.creditladder.co.uk/partner/carter-jonas](http://www.creditladder.co.uk/partner/carter-jonas)

**GAS SAFETY CERTIFICATE (GSC):** If applicable, in accordance with the Gas Safety (Installation and Use) Regulations 1998, a Gas Safe registered engineer will check all the gas appliances, installations, flues and pipe-work and will issue a certificate. The GSC is carried out annually and a copy will be

provided to you by your Landlord within 28 days of the certificate being carried out.

**ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007:** A prospective Tenant of a residential property must be provided with an Energy Performance Certificate (EPC) free of charge. EPC's must be provided by accredited energy inspectors and last for 10 years. You should be aware that the energy costs may vary from those quoted in the EPC.

**ELECTRICAL SAFETY STANDARDS IN THE RENTED SECTOR (ENGLAND) REGULATIONS 2020:** The regulations came into effect on 1<sup>st</sup> June 2020 and a prospective Tenant of a residential property should be given a copy of an electrical safety inspection report before they occupy the property.

**INVENTORY CHECK IN:** An inventory check in may be arranged where possible with an inventory clerk. An inventory details the contents and the condition of the property and you will receive a copy for your approval and retention. At the end of the tenancy a check out should be undertaken and any disputes about the Monetary Deposit at the end of the tenancy will be resolved by reference to the inventory.

**KEYS, SECURITY DEVICES OR FOBS:** We will arrange a suitable time for you to collect the keys, including any security devices or fobs. Where possible, a minimum of two sets of keys will be provided to you. We will ask you to sign a key receipt. If you misplace any keys, security devices or fobs during your Tenancy, please contact the Landlord or Carter Jonas immediately. You will be liable for the cost of the replacement.

**UTILITIES, COMMUNICATION SERVICES, TV LICENCE AND COUNCIL TAX:** Once you have moved into your chosen property you will be responsible for contacting the utility and communication service companies and arranging for all accounts to be transferred into your name. Utilities means electricity gas or other fuel, water or sewage. By law you are required to have a valid TV Licence if you use or install a television. For further information please refer to [www.tv-l.co.uk](http://www.tv-l.co.uk).

**SEPTIC TANK/CESS PIT:** Please be aware if the property has a septic tank, you will be responsible for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy.

**INSURANCE:** You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

**STAMP DUTY LAND TAX:** Payment of any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. More information and guidance can be obtained from [Stamp Duty Land Tax: Residential property rates - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

**MANAGEMENT OF THE PROPERTY:** If Carter Jonas is responsible for the management of the property, we will look after all maintenance issues you may have during the tenancy. If your Landlord, or their agent, has chosen to manage the property, they will be responsible for all the maintenance issues. Please be aware that the standard of service may differ from Landlord to Landlord, and from the managed service provided by Carter Jonas. Where the Landlord or their agent has chosen to manage the property, your relationship will be directly with the Landlord or their



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agent, and Carter Jonas will not have any involvement once you move into the property. We will provide you with the contact details of the person or agent who will be responsible for the management of the property during your tenancy prior to the start of the tenancy.

**MONEY LAUNDERING REGULATIONS:** We are registered with HMRC for the purposes of anti-money laundering regulation and comply with all current anti money laundering legislation in the UK. We are obliged to confirm the identity to the parties of the lettings transaction and we use a third party electronic verification system to complete the necessary checks. You will be asked for evidence of your identity and residential address to enable these checks to be completed.

**REFERRALS:** From time to time, we may introduce third parties offering services which may be of interest to you. These referrals may generate a commission or gift which we will accept for our benefit without reference to you, provided your interests are not adversely affected. This introduction is not an endorsement of these third parties.

**COMPLAINTS HANDLING PROCEDURE:** Carter Jonas are members of The Property Ombudsman Scheme and are proud of the quality of service we provide to all our clients, Tenants and contacts. There will however be occasions when someone feels they have cause for complaint. Should you have a grievance or concern, your first step should be to contact your Letting Agent at Carter Jonas or Lisa Simon, Partner and Head of Residential Division, Carter Jonas, One Chapel Place, London W1G 0BG [lisa.simon@carterjonas.co.uk](mailto:lisa.simon@carterjonas.co.uk). We hope that any misunderstandings or difficulties can be easily and quickly resolved by us without recourse to a formal procedure. If you remain dissatisfied you can escalate your complaint by referring to our complaints procedure which can be found at [www.carterjonas.co.uk/complaints-procedure](http://www.carterjonas.co.uk/complaints-procedure).

**DATA PROTECTION:** Carter Jonas is committed to your privacy and will manage your personal data in accordance with our Privacy Policy which can be found at [www.carterjonas.co.uk/policies](http://www.carterjonas.co.uk/policies). You are advised that we may share your personal data with associated parties including, but not limited to:

- a reference agency to enable the referencing process to proceed;
- the Landlord or their Managing Agent to facilitate the tenancy;
- the Tenancy Deposit Scheme (AST only) or a Monetary Deposit replacement provider if a Monetary Deposit replacement product is chosen (where you have consented to this),
- approved contractors;
- utility and media providers and facilitators and
- the Local Authority.

If you have any questions about the use of your personal data please email [dp@carterjonas.co.uk](mailto:dp@carterjonas.co.uk).

**ACCEPTANCE OF TENANCY DOCUMENTS BY EMAIL:**  
By providing Carter Jonas with the following email addresses: **(please insert your email addresses)**

Tenant 1:  
.....  
Tenant 2:  
.....  
Tenant 3:  
.....  
Tenant 4:  
.....

you agree to accept service of notices and other documents given under or in connection with the tenancy by email.

**CYBER SECURITY:** There is an increasing risk of cybercrime and fraud including alleged changes to bank details, illegal scams and hacking of emails. We advise you to remain vigilant at all times since Carter Jonas cannot accept liability for payments made to an incorrect account. Please check payment details carefully and contact us if you are unsure. You should not share any sensitive information unless you are certain of the recipient's identity. You may wish to refer to our Cybercrime Alert Notice on our website at [www.carterjonas.co.uk](http://www.carterjonas.co.uk).

I/We confirm that I/we accept and agree to the above information and sign for the whole Tenancy or any extension of it. We strongly recommend that you take independent legal advice before signing this or any other document you are presented with during the course of the tenancy application.

**Property address:**

Address line 1:  
.....

Address line 2:  
.....

City/Town:  
.....

County:  
.....

Postcode:  
.....

Agreed Rent (£)  
.....

Holding Deposit (£)\*:  
.....

\*I agree that the equivalent sum of the above Holding Deposit can be deducted from the first payment of rent

Deposit (£):  
.....

Proposed Start Date:  
.....

Proposed Term:

**Within the last 6 years, have you or any of the Tenants:**  
Owed overdue payments equivalent to one month or more for an outstanding financial obligation including rental payments, loans and mortgages?

Yes { {tenant1}to{tenantN}} No { {tenant1}to{tenantN}}

Been the subject of one or more county court judgements?

Yes { {tenant1}to{tenantN}} No { {tenant1}to{tenantN}}

Been subject to an Individual Voluntary Arrangement or Bankruptcy order?

Yes { {tenant1}to{tenantN}} No { {tenant1}to{tenantN}}

**Signed (by proposed Tenant/s)**

**Full Name:** .....

Nationality: ..... Signed: .....

**Full Name:** .....

Nationality: ..... Signed: .....



Independent Redress provided by





**Full Name:**

Nationality:

Signed:

**Full Name:**

Nationality:

Signed:

# INFORMATION FOR PROSPECTIVE TENANTS (NHA)

**CJ LONDON: 12/24 V26**

## SUBJECT TO CONTRACT, SATISFACTORY REFERENCES AND RIGHT TO RENT

Before you sign any paperwork, you must make sure you know and understand the contents of the document you are signing. If there is anything you do not understand please ask either your local lettings team or seek legal advice from a solicitor or Citizens Advice before you sign.

This document refers to Non Housing Act Tenancies (NHA) where the annual rent is more than £100,000 and company tenancies. For Assured Shorthold tenancies (AST) where rent is less than £100,000 per annum please request the Information for Prospective Tenants for Assured Shorthold Tenancies as different terms and charges apply.

The asking rent does not include lettings fees. Depending on your circumstances and the property you select, the following fees may apply:

<b>Application for References</b>	£100 inc VAT £66 inc VAT	per company per Tenant
<b>Tenant Contribution to the preparation of a Tenancy Agreement</b>	£360 inc VAT	per tenancy
<b>Extension, renewal, rent review and periodic tenancy documentation</b>	£180 inc VAT	per tenancy
<b>Inventory check out (paid at the end of tenancy)</b>	£120 - £180 inc VAT (there may be additional charges for larger properties)	per tenancy

**MATERIAL INFORMATION:** There is important material information that you need to consider prior to agreeing to let this property. Guidance to this information can be found on the trading standards website <https://www.nationaltradingstandards.uk/> to assist you. You will need to satisfy yourself that the information that has been provided enables you to make an informed decision to let this property. If you have any questions, please contact us.

**MAKING AN OFFER:** When you have found a property you would like to rent we will put forward the offer to the Landlord. If you would like to make an offer via our website please click on 'Making an Offer' on the individual property page. A member of our team will then contact you. Alternatively contact the office and we will assist you. Please specify any requests or conditions attached to the offer you are making as these will be included in the tenancy agreement if agreed by the Landlord. Please note that pets are not automatically permitted in a property and must be agreed as part of the offer.

Any offer will remain 'Subject to Contract and Right to Rent' until the Landlord has approved the references, we have confirmation of cleared funds, the tenancy agreement has been signed by all parties and dated, the Right to Rent for all Tenants is confirmed and the property is vacant and ready to be moved into.

Please note that you must disclose all the names of all Tenants over the age of 18 who will be living at the property.

In accordance with the Tenancy Agreement, you are not permitted to sublet the whole or part of the Property. You may not advertise, feature, use any photographs or mention the property or part of the property on any internet based marketing website, social media or messaging websites, portal, apps or other means of advertising including but not limited to Airbnb, Sparesroom and Meta.

You may be asked to provide information which supports your application to carry out a reference check such as:

- Bank statements to assess income
- A Reference from a previous Landlord (where applicable)
- Proof of address history
- Details of current employer

All offers will be shared with the landlord, and they have discretion as to which offer to accept. The landlord may not make a decision immediately and we may continue to advertise the property until a decision is made. The landlord's decision is final and only if an applicant is unable to proceed or withdraws will alternative applicants be considered. Please note that in the event there is more than one offer for the property the landlord will consider all relevant factors

including tenant referencing, credit worthiness and proceed-ability of the applicants. Decisions will not be influenced by sex, age, national origin, race, religion, disability, or family circumstances.

Please be aware of the following:

**RENT:** Rents are advertised weekly or monthly but will be payable monthly, quarterly, six monthly or yearly in advance. Where rent is payable in six monthly or yearly in advance, the Landlord may ask you to pay at the start of the fourth month where the rent is paid six monthly, and the start of the tenth month where the rent is paid yearly.

**HOLDING DEPOSIT:** We will take a Holding Deposit to reserve a property and show your commitment to the property whilst reference checks and preparation for a tenancy agreement are undertaken.

Payment of the Holding Deposit is not a guarantee that the property has been secured by you and your offer is subject to contract, satisfactory referencing and Right to Rent. The Landlord is not obliged to let the property to you, nor does it commit the Landlord to grant a tenancy or form an offer of a tenancy to you.

**Repaying the Holding Deposit:** we will repay the Holding Deposit if:

- the Landlord decides not to enter into a tenancy agreement.

Once the amount has been agreed with your Landlord, the balance of the Holding Deposit will be refunded and will be credited to the person who paid the Holding Deposit within 7 working days by Carter Jonas and by bank transfer through our Accounts Department and not by the local office.

**Retaining the Holding Deposit:** we or the Landlord can retain the Holding Deposit if:

- the Occupant fails the Right to Rent check regardless of when the deposit was accepted.
- the Tenant provides false or misleading information to the Landlord or Agent, which the Landlord or Agent is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- the Tenant notifies the Landlord or Agent that they have decided not to enter into a tenancy agreement.
- the Tenant fails to take all reasonable steps to enter into a tenancy agreement including failing to respond in a timely manner to any reasonable request for clarification or additional information in relation to their application.

The Holding Deposit or any balance of the Holding Deposit monies will be paid to the Landlord.

At all times we act on behalf of the Landlord who owns this property and on that basis any dispute arising from the Holding Deposit should be directed to the Landlord.

**MONETARY DEPOSIT:** A Monetary Deposit will be payable on the signing of the tenancy agreement. For the duration of your Tenancy the Monetary Deposit will be held by either Carter Jonas or the Landlord. The Monetary Deposit will be at least six weeks' rent to be agreed with your Landlord and is held against unpaid bills, outstanding rent or repairing damage caused during the course of the tenancy. Please note that in some instances the Landlord may require a higher Monetary Deposit if you have a pet. The Monetary Deposit does not have to be registered with a Tenancy Deposit Scheme.

**OFFER AGREED:** Once the Landlord has accepted your offer Carter Jonas will prepare the tenancy paperwork which includes:

**REFERENCES:** Carter Jonas will apply for references to satisfy affordability on behalf of the Landlord using a tenant referencing agency. Typically you will require to have funds equivalent to a minimum of 30 times the total monthly rent. You will also be asked to declare if you have any county court judgements/ IVAs or missed or late payments (including rent).

For company tenancies the tenant referencing agency/we will obtain a company credit report and evidence the company has been incorporated with Companies House for a minimum of three years. You may be asked to provide company accounts, details of the company accountant or any other documents required to prove affordability. For partnerships you will be required to provide the last three years trading accounts.

Please speak to the Lettings team if you are concerned about the credit worthiness of your application prior to paying a Holding Deposit.

Full details of the referencing process will be explained to you via the agency's own privacy notice.

The results of the references will be shared with the Landlord for approval. You must respond to any request from the agency promptly otherwise you may risk losing the property and forfeiting your Holding Deposit.

If you fail to satisfy the reference criteria, your application to rent the property may be terminated and which may result in forfeiting your holding deposit. Carter Jonas are not able to divulge any information should your reference be unsuccessful.

**GUARANTOR:** A Landlord may request a Guarantor if he/she is not satisfied with the references supplied. The Guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. References will be taken on the Guarantor as though they were renting the property. We may ask your Guarantor to provide proof of this information prior to applying for a reference. Please note the acceptance of a Guarantor is at the Landlord's discretion.

**IDENTIFICATION:** You will need to bring in Proof of Identity which must show a photograph i.e. a passport or driving licence. We will also require proof of address which can be a bank statement or utility bill showing your current address dated within the last 3 months. We are unable to accept mobile phone statements. Please ask the office for further information if necessary.

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We are required to see the evidence of Right to Rent with the person present before the start of the tenancy and will not be able to release keys until this has happened. We will also keep a photocopy of the documents on file and a record of the date of the check.

**TENANCY AGREEMENT:** Carter Jonas will provide our standard tenancy agreement or, where applicable, the Landlord's own version, including any special clauses. Please note that this is a legally binding agreement between you and the Landlord and we recommend that you take independent legal advice before proceeding. The tenancy agreement may be sent to you for digital signature. You will need to initial the bottom of every page and sign where indicated.

The Monetary Deposit and any additional payments are payable on the signing of the tenancy agreement. You will be in breach of the agreement if the monies are not paid on signature. The Landlord will be sent the tenancy agreement to sign when we have cleared funds. Once the agreement is signed and dated by all parties it will become legally binding. This means that you will be bound by the terms of the tenancy agreement. Until this time the terms of the tenancy agreement can be subject to change. If there are any variances between the Information for Prospective Tenants document and the Tenancy Agreement, the terms of the tenancy agreement will prevail.

**CHANGES TO A TENANCY AGREEMENT:** Carter Jonas will charge a permitted payment of £50 including VAT for any changes to the tenancy agreement once it has become legally binding.

**EARLY TERMINATION (SURRENDER) TO A TENANCY AGREEMENT:** Where an early termination (surrender) to a tenancy agreement is agreed by the Landlord, Carter Jonas will provide details of the costs payable by the Tenants. The Landlord is not under any obligation to agree to an early surrender but where this is agreed you will remain liable for the rental payments and associated costs until a new tenant is found. Full details will be provided at that time.

**STATEMENT OF MONIES:** You will receive an invoice detailing the initial monies due on the signing of the tenancy agreement which includes the First Rental Payment and the Monetary Deposit. Please let us know if funds are coming from overseas and/or from a third party as we may need to carry out enhanced due diligence to satisfy the source of funds. We are unable to release keys until all funds have cleared.

For your information the Carter Jonas bank details are:

<b>Bank Account:</b>	Carter Jonas LLP Residential Lettings Clients Account No 2
<b>Bank Name:</b>	Barclays Bank
<b>Account Number:</b>	80123196
<b>Sort Code:</b>	20-67-45

Under the RICS rules we are required to advise you that the monies paid by you will be held in the above interest-bearing account until such time as the tenancy starts. Carter Jonas does not charge an administration fee for this account and will retain any interest accruing on the account to offset our costs.

**PAYMENT OF RENT:** Payment can be made by Bank Transfer or Debit Card and cleared funds are due on the signing of the Tenancy Agreement. Please note that we do not accept payment by Credit Card.

**PAYMENT OF RENT TO OVERSEAS LANDLORDS:** If the Landlord is not resident in the UK for a period of more than six months in any tax year and you are paying rent directly to the Landlord, you may be liable to deduct basic rate tax from the Rent and remit the payment to His Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) or your local HMRC Enquiry Office.



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**LATE PAYMENT OF RENT:** A default fee of 3% over the Bank of England base rate will be charged for late payment of rent where the rent has been outstanding for 14 days or more. The fee is charged from day one as per the tenancy agreement.

**CREDITLADDER: RENT REPORTING SERVICE:** We are partnered with CreditLadder, a leading UK rent reporting service. This service allows your rental payments to be reported to credit reference agencies which can help improve your credit score. You can choose to report to one credit reference agency for free, or report to all four (Experian, Equifax, TransUnion and Crediva) for a small fee. For more information and to sign up please go to [www.creditladder.co.uk/partner/carter-jonas](http://www.creditladder.co.uk/partner/carter-jonas).

**GAS SAFETY CERTIFICATE (GSC):** If applicable, in accordance with the Gas Safety (Installation and Use) Regulations 1998, a Gas Safe registered engineer will check all the gas appliances, installations, flues and pipe-work and will issue a certificate. The GSC is carried out annually and a copy will be provided to you by your Landlord within 28 days of the certificate being carried out.

**ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007:** A prospective Tenant of a residential property must be provided with an Energy Performance Certificate (EPC) free of charge. EPC's must be provided by accredited energy inspectors and last for 10 years. You should be aware that the energy costs may vary from those quoted in the EPC.

**ELECTRICAL SAFETY STANDARDS IN THE RENTED SECTOR (ENGLAND) REGULATIONS 2020:** The regulations came into effect on 1<sup>st</sup> June 2020 and a prospective Tenant of a residential property should be given a copy of an electrical safety inspection report before they occupy the property.

**INVENTORY CHECK IN:** An inventory check in may be arranged where possible with an inventory clerk. An inventory details the contents and the condition of the property and you will receive a copy for your approval and retention. At the end of the tenancy a check out should be undertaken and any disputes about the Monetary Deposit at the end of the tenancy will be resolved by reference to the inventory.

**KEYS, SECURITY DEVICES OR FOBS:** We will arrange a suitable time for you to collect the keys, including any security devices or fobs. Where possible, a minimum of two sets of keys will be provided to you. We will ask you to sign a key receipt. If you misplace any keys, security devices or fobs during your Tenancy, please contact the Landlord or Carter Jonas immediately. You will be liable for the cost of the replacement and an administration fee of £30 inc VAT.

**UTILITIES, COMMUNICATION SERVICES, TV LICENCE AND COUNCIL TAX:** Once you have moved into your chosen property you will be responsible for contacting the utility and communication service companies and arranging for all accounts to be transferred into your name. Utilities means electricity gas or other fuel, water or sewage. By law you are required to have a valid TV Licence if you use or install a television. For further information please refer to [www.tv-l.co.uk](http://www.tv-l.co.uk).

**SEPTIC TANK/CESS PIT:** Please be aware if the property has a septic tank, you will be responsible for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy.

**INSURANCE:** You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

**STAMP DUTY LAND TAX:** Payment of any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. More

information and guidance can be obtained from [Stamp Duty Land Tax: Residential property rates - GOV.UK \(www.gov.uk\)](http://Stamp Duty Land Tax: Residential property rates - GOV.UK (www.gov.uk))

**MANAGEMENT OF THE PROPERTY:** If Carter Jonas is responsible for the management of the property, we will look after all maintenance issues you may have during the tenancy. If your Landlord, or their agent, has chosen to manage the property, they will be responsible for all the maintenance issues. Please be aware that the standard of service may differ from Landlord to Landlord, and from the managed service provided by Carter Jonas. Where the Landlord or their agent has chosen to manage the property, your relationship will be directly with the Landlord or their agent, and Carter Jonas will not have any involvement once you move into the property. We will provide you with the contact details of the person or agent who will be responsible for the management of the property during your tenancy prior to the start of the tenancy.

**MONEY LAUNDERING REGULATIONS:** We are registered with HMRC for the purposes of anti-money laundering regulation and comply with all current anti money laundering legislation in the UK. We are obliged to confirm the identity of all parties to the lettings transaction and we use a third party electronic verification system to complete the necessary checks. You will be asked for evidence of your identity and residential address to enable these checks to be completed.

**COMPLAINTS HANDLING PROCEDURE:** Carter Jonas are members of The Property Ombudsman Scheme and are proud of the quality of service we provide to all our clients, Tenants and contacts. There will however be occasions when someone feels they have cause for complaint. Should you have a grievance or concern, your first step should be to contact your Letting Agent at Carter Jonas or to Lisa Simon, Partner and Head of Residential Division, Carter Jonas, One Chapel Place, London W1G 0BG [lisa.simon@carterjonas.co.uk](mailto:lisa.simon@carterjonas.co.uk). We hope that any misunderstandings or difficulties can be easily and quickly resolved by us without recourse to a formal procedure. If you remain dissatisfied you can escalate your complaint by referring to our complaint's procedure which can be found at [www.carterjonas.co.uk/complaints-procedure](http://www.carterjonas.co.uk/complaints-procedure).

**REFERRALS:** From time to time, we may introduce third parties offering services which may be of interest to you. These referrals may generate a commission or gift which we will accept for our benefit without reference to you, provided your interests are not adversely affected. This introduction is not an endorsement of these third parties.

**DATA PROTECTION:** Carter Jonas is committed to your privacy and will manage your personal data in accordance with our Privacy Policy which can be found at [www.carterjonas.co.uk/policies](http://www.carterjonas.co.uk/policies). You are advised that we may share your personal data with associated parties including, but not limited to:

- a reference agency to enable the referencing process to proceed;
- the Landlord or their Managing Agent to facilitate the tenancy;
- the Tenancy Deposit Scheme (AST only) or a Monetary Deposit replacement provider if a Monetary Deposit replacement product is chosen (where you have consented to this),
- approved contractors;
- utility and media providers and facilitators and
- the Local Authority.

If you have any questions about the use of your personal data please email [dp@carterjonas.co.uk](mailto:dp@carterjonas.co.uk).

**ACCEPTANCE OF TENANCY DOCUMENTS BY EMAIL:**

By providing Carter Jonas with the following email addresses:

Tenant:

.....



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Tenant:  
.....

Been the subject of one or more county court judgments?

Yes No  
.....

Tenant:  
.....

Been subject to an individual voluntary arrangement or bankruptcy order?

Yes No  
.....

Tenant:  
.....

you are happy to accept service of notices and other documents given under or in connection with the tenancy by email.

**CYBER SECURITY:** There is an increasing risk of cybercrime and fraud including alleged changes to bank details, illegal scams and hacking of emails. We advise you to remain vigilant at all times since Carter Jonas cannot accept liability for payments made to an incorrect account. Please check payment details carefully and contact us if you are unsure. You should not share any sensitive information unless you are certain of the recipient's identity. You may wish to refer to our Cybercrime Alert Notice on our website at [www.carterjonas.co.uk](http://www.carterjonas.co.uk).

I/We confirm that I/we accept and agree to the above information and sign for the whole Tenancy or any extension of it. We strongly recommend that you take independent legal advice before signing this document or any other document you are presented with during the course of the Tenancy application.

**Signed** (by proposed Tenant/s)

**Full Name:** .....

Nationality: .....

Signed: .....

**Full Name:** .....

Nationality: .....

Signed: .....

**Full Name:** .....

Nationality: .....

Signed: .....

**Full Name:** .....

Nationality: .....

Signed: .....

**Property address:**

Address line 1:  
.....

Address line 2:  
.....

City/Town:  
.....

County:  
.....

Agreed Rent (£):  
.....

Holding Deposit (£)\*:  
.....

\*I agree that the equivalent sum of the above Holding Deposit can be deducted from the first payment of rent

Yes No

Deposit(£):  
.....

Proposed Start Date:  
.....

Proposed Term: years/months  
.....

Within the last 6 years, have you or any of the tenants:

Owed overdue payments equivalent to one month or more for any outstanding financial obligations including rental payments, loans and mortgages?

Yes No  
.....



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