



winchester white

THE LETTINGS AGENT

TENANT OFFER FORM

In signing and completing this document, you are agreeing that Winchester White Estate Agents Ltd enter in to negotiations with the owner of your chosen property.

Applicant Name/s: _____

Property Address: _____ Post Code _____

Rental Amount _____ Preferred Move in Date _____ Length of tenancy _____

Current Address: _____ Post Code _____

Daytime Tel _____ Mobile Tel _____ E-mail _____

Occupation _____ Job Title _____ Job Start Date _____

References

Employment:

Company name _____

Contact _____

Address _____

Tel _____

Email _____

Current Landlord

Mr/ Mrs/ Ms/ Miss _____

Address _____

Tel _____

Fax _____

Email _____

Alternative Address

Please provide an alternative address so we are able to contact you at the end of the tenancy. For example parents, relatives or friends address.

Address Line 1: _____

Address Line 2: _____

City: _____ Post Code: _____

As members of the Property Ombudsman, we abide by the Property Ombudsman code of practice. Should you or your Landlord have a registered complaint, you also agree that we may disclose your details to the Property Ombudsman should they require them in their monitoring of our compliance with the Property Ombudsman Code of Practice.



Registered in England No.7109394

VAT No. GB 990 7805 79

Further Information / Conditions of Offer

Will there be any residents under the age of 18? Yes No

Do you have any pets? Yes No

If you have answered yes to either of the questions above, please use the space below to provide any relevant details. Please also use this space should there be anything else that you wish to make the owner aware of.

Please use the Space below, should you have any further requests. If agreed by the owner, these will be included in the tenancy agreement.

I confirm that I have read and understood the terms and conditions overleaf in particular clauses 2, 14 and 15, and that the information I have provided is true and correct. By signing this document, I am aware and accept that I am bound by its contents and the terms and conditions.

I request that you process this offer form before the cancellation period has expired. I understand that if you have completed the services, I cannot change my mind even if the period is still running and if I cancel within 14 days under clause 18, I shall pay you any amounts that have become properly due to you under the contract in relation to services already provided on my behalf prior to my cancellation.

Signed _____ Date ____/____/____

Data Protection

- (i) Letting agents may share details about the performance of obligations under this Agreement by the Landlord and the Tenant; past, present and future known addresses and other contact details of the parties, with each other for administrative and accounting purposes, or to help prevent dishonesty, or for occasional debt tracing and fraud prevention. Under the European General Data Protection Regulation (GDPR 2016 and prevailing UK implementation of the legislation) each of the Landlord and Tenant is entitled to see a copy of personal information held about them and to have it amended if it is shown to be incorrect.
- (ii) Unless advised in writing to the contrary, the parties agree that the Landlord's Agent may give their name, address, contact and other necessary personal information to other companies, including but not limited to, credit and reference providers for referencing purposes and rental decisions; utility providers; contractors instructed by the Landlord or the Landlord's Agent on behalf of the Landlord in order to comply with his statutory and contractual obligations; tenancy deposit protection scheme providers; local authority Council Tax and Housing Benefit/Local Housing Allowance departments; Mortgage lenders and Superior Landlords. Disclosures to third parties will only be made where it is necessary to fulfil the obligations under this Agreement and legitimate to do so. This information may be processed on servers outside of the UK or European Economic Area (EEA), subject to adequate safeguards for the protection of personal data being in place, in accordance with the GDPR.

For full information relating to how Winchester White processes personal information and how to exercise individual's rights under the GDPR 2016, refer to the Data Protection/privacy policy published on www.winchester-white.com.

I can confirm I have read and understood the Data Protection/Privacy policy published on www.winchester-white.com

_____ DATED _____

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**TENANT OFFER FORM
TERMS AND CONDITIONS**

1. Interpretation

1.1 In these Terms and Conditions, references to “we” or “us” or “our” are to Winchester White Estate Agents Limited, a company registered in England and Wales with company number 07109494 and whose place of business is at 60 Wimbledon Hill Road, Wimbledon SW19 7PA, and references to “you” or “your” are to the applicants named on the Tenant Offer Form.

2. Fees

2.1 Upon signing the Tenant Offer Form, a Tenancy Agreement Fee of £320 + VAT (£384 inc VAT) for up to 3 tenants is payable by you to us to cover the cost of preliminary paperwork, administration in respect of references checks and deposit protection and the tenancy agreement additional tenants thereafter will be £110 + VAT per. An additional £150 + VAT (£180 inc VAT) will be payable for any renewal for both short lets and long lets.

2.2 If you withdraw after the tenancy agreement has been drawn up by us this fee is non-refundable. Prior to this, this fee is non-refundable to the extent of any costs we have incurred acting on your behalf.

2.3 Payment of this sum does not constitute acceptance of your offer to the owner of the property you wish to rent or the granting of a tenancy which shall remain subject to contract throughout.

2.4 Notice of late payment of rent will be issued 1 working day after the due date. If payment is not received within 5 working days of the due date, a further notice will be issued at a charge of £50 + VAT (£60 inc VAT). Further notices will be sent every 5 working days thereafter at the same rate until rent is received in full.

2.5 If you require a written reference during the tenancy agreement and we agree to provide it, this will be supplied at a cost of £25 plus VAT (£30 inc VAT).

2.6 It is your obligation to obtain written consent from the landlord for any change in the identity of the tenants, such consent not to be unreasonably withheld or delayed. Upon receipt of the landlord’s consent, we will draw up a tenancy agreement for signature by all parties. You will be charged an administration fee of £150 + VAT (£180 inc VAT) for this service.

2.7 Please see condition 6 for the sums payable at the end of your tenancy and if you terminate early.

3. Deposit

3.1 A deposit equivalent to six weeks’ rent must be paid in cleared funds when you sign the tenancy agreement and is held by us as Stakeholder for the duration of the tenancy against any unpaid rent, bills, dilapidations and other costs or losses incurred as a result of any breach of the tenancy agreement.

3.2 We are a member of a Tenancy Deposit Scheme, which is administered by mydeposits. Full details of the scheme are at www.mydeposits.co.uk.

3.3 Where applicable, we will hold the deposit in accordance with the Housing Act 2004 under the terms of the Tenancy Deposit Scheme. Under this scheme undisputed deposits must be returned to you within 10 days of termination of the tenancy. We shall not be liable in relation to loss caused by the insolvency of a financial institution which holds deposits under its contracts with landlords and tenants. Any interest earned on the deposit shall be retained by us.

3.4 If a dispute arises at the end of a tenancy, the terms of the Tenancy Deposit Scheme apply. You agree in signing this document to co-operate with any adjudication and agree that the decision of the scheme examiner is final and binding. You or the landlord may choose to seek the decision of the courts instead and your statutory rights to do so are not affected by these Terms and Conditions.

4. Payment of rent

4.1 The first period’s rent must be paid in cleared funds when you sign the tenancy agreement. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account 3 working days before the rent is due.

5. Other payments and early departure

5.1 We will be instructed by the landlord as to what arrangements are to be made for the inventory and check-in. Unless agreed otherwise, the landlord will be responsible for the costs of the inventory and check-in. You are required to meet the cost of the inventory check-out at the end of your tenancy (and any missed check out appointments). The cost may vary depending on the property, subject to our minimum fee of £120 + VAT (£144 inc VAT). We advise you to make yourself available for check-in and check-out.

5.2 Should you wish to terminate your tenancy before the end of the term:

As members of the Property Ombudsman, we abide by the Property Ombudsman code of practice. Should you or your Landlord have a registered complaint, you also agree that we may disclose your details to the Property Ombudsman should they require them in their monitoring of our compliance with the Property Ombudsman Code of Practice.



- a) you will remain liable to pay rent until the term expires of the property is re-let, whichever is earlier; and
- b) If the property is re-let during the fixed term, you will be responsible for paying to the landlord any pro-rata commission fees that have been or will be incurred by the landlord for the unexpired portion of the tenancy (where we are letting agent, this fee is calculated from 10% + VAT) of the rent for the fixed term of the tenancy) AND if the new tenancy is for a lesser rent, an amount equal to the difference between the original rent and the new lower rent figure up to the end of the original term; and
- c) You will also be responsible for any other reasonable costs (eg telephone lines, satellite television contracts, TV licences, cleaning, administration fees) incurred from that point until the end of the term.

For the avoidance of doubt, this clause does not apply where you are exercising a break clause which is contained in your tenancy agreement. Funds must be remitted to us before the necessary deed of surrender can be validated.

5.3 You agree by signing this document that we will deduct the cost of the check-out and any other outstanding charges from your deposit if the balance remains unpaid by the end of your tenancy.

6. VAT

6.1 All charges levied by us are subject to VAT at the prevailing rate.

7. References/identification

7.1 We will take up references based on the details that you have supplied to us. In signing this form you consent to us sharing your information and passing the results of any referencing process to our client(s) so that they can make a decision on granting a tenancy. We reserve the right to cancel any move in on behalf of the landlord where unsatisfactory or late references are provided.

7.2 You are responsible for any administration charges levied by your own bank in relation to obtaining a reference.

7.3 We will need to obtain and hold evidence confirming your identity in the form of a passport or driving licence, proof of your address and source of funds. We will be unable to proceed with any offer until we are in receipt of this information and have completed a satisfactory check. Your identity may be subject to an electronic

identity check which may leave a soft footprint on your credit report.

8. Right to Rent

8.1 On the acceptance of an agreeable offer (subject to contract), you must provide evidence of your right to remain in the UK, and your right to rent in England.. This is a statutory requirement for all occupants aged 18 and over. We will pass this to the landlord who is responsible for carrying out these checks so that they can make a decision on whether to grant you a tenancy.

9. Condition and Furnishings

9.1 The level of furnishing provided at the property will be as at the time you view the property, unless something else is agreed in writing and acknowledged in the tenancy agreement. If there is a particular item important to you, please ensure that you note it on the Tenant Offer Form. Whilst we make every attempt to portray all advertised properties as clearly as possible using floor plans and photographs, we cannot, subject to condition [12], be responsible for your satisfaction upon moving in when you have not viewed the property in person.

10. Management of the property

10.1 At the start of the tenancy we will advise you who is responsible for managing the property. This is not always us. Where we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the Property, in most circumstances, we have to obtain the landlord's consent before proceeding with a repair.

10.2 Where we manage a property and hold keys, we can usually provide access to our contractors (with your permission). However where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

11. Insurance

11.1 It is your responsibility to insure your own belongings throughout the tenancy.

12. Utilities

12.1 It is your responsibility to ensure that your utility accounts are activated correctly, that meter readings are provided to the appropriate companies at the start and end of your tenancy and for payment of all utilities and council tax. You must also notify the local authority of your new residence and ensure that a valid television license remains in place for the duration of your tenancy.

As members of the Property Ombudsman, we abide by the Property Ombudsman code of practice. Should you or your Landlord have a registered complaint, you also agree that we may disclose your details to the Property Ombudsman should they require them in their monitoring of our compliance with the Property Ombudsman Code of Practice.



12.2 Utility companies will also always require the occupant to provide access for any visit.

13. Liability

13.1 Nothing in these Terms and Conditions shall limit or exclude our liability for:

- a) Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
- b) Fraud or fraudulent misrepresentation.

13.2 Subject to condition 13.1:

- a) We are not responsible for any loss or damage that is not a foreseeable result of our failure to comply with these Terms and Conditions or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract; and
- b) We only supply our services for your domestic and private use. You agree not to use our services for any commercial or business purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. Reimbursing our costs

14.1 You will reimburse us any and all our reasonable costs, loss, injury or damage suffered or incurred by us, howsoever caused or incurred, which result from your negligence, breach of statutory duty and/or your breach of or failure to comply with the terms of the tenancy agreement or these Terms and Conditions.

15. Warranty

15.1 You warrant that all information provided in relation to your application is correct and wholly accurate.

16. Taxation

16.1 If the tenancy agreement requires payment of rent directly into the bank account of the landlord and the landlord is resident outside the United Kingdom, it is your responsibility to comply with the statutory requirements for deducting tax at source under the Non-Resident Landlords Scheme and accounting to HM Revenue and Customs. We can provide information on this where it applies to your tenancy agreement. These provisions do not apply where you are paying your rent to us.

17. Subletting

17.1 By completing the Tenant Offer Form, you confirm that you intend to enter into a private residential tenancy in your name and that you will not, without the prior consent of the landlord: (i) sublet the property; (ii) advertise the property on any print or other media, including (but not limited to) internet-based marketing website, or other social media or messaging website or app; or (iii) take in paying guests or lodgers.

18. Consumer right to cancel

18.1 If you are an individual signing the Tenant Offer Form and these terms and conditions otherwise than as part of your business and where you signed it away from our offices immediately after face to face negotiations away from our premises or if all the negotiations have been by phone, email, online or other distance means and you have not met our representative face to face, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your contract with us within 14 days of signing it. You do not have to give any reason for cancelling. The cancellation period will expire after 14 days from the date of signing.

18.2 If the above circumstances apply and you wish to cancel the contract with us, you must inform us (Managing Director, Winchester White Lettings Agent, 60 Wimbledon Hill Road, Wimbledon SW19 7PA, telephone: 0203 030 8411, fax: 0203 004 1076, email: alexw@winchester-white.co.uk) of your decision to cancel the contract by a clear statement (eg a letter sent by post, fax or e-mail). We recommend giving notice in writing and keeping a copy. A form of cancellation notice is provided below, but it is not obligatory to provide notice in this form. To: [Insert name, address and email]

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) agreement with you relating to the property [insert address], signed by me/us on [insert date].

Signed:

Name/address.....

Date:



As members of the Property Ombudsman, we abide by the Property Ombudsman code of practice. Should you or your Landlord have a registered complaint, you also agree that we may disclose your details to the Property Ombudsman should they require them in their monitoring of our compliance with the Property Ombudsman Code of Practice.

18.3A Tenancy Agreement entered into between you and a landlord is separate from this contract made between you and us. The cancellation of this contract will not terminate a Tenancy Agreement and the right to cancel set out in this condition relates solely to this contract.

19. Complaints procedure

19.1 Should you have any problems with our service which you are unable to resolve with the negotiator involved or the branch/department manager, you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Property Ombudsman for a review within twelve

months of the date of the letter for a review. For the avoidance of doubt, The Property Ombudsman will only review complaints made by consumers.

20. Governing law and jurisdiction

20.1 These Terms and Conditions are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Signed _____

Date _____



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