

**YOUR HOLDING DEPOSIT EXPLAINED**

Please read this document carefully as it contains important information. Having viewed and selected a property you may have some questions...

**The tenancy application**

Thank you for applying to rent a property from one of our Landlords. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed.

In the present case, it has been agreed that the relevant period will be extended to the number of days shown below, from when we receive your holding deposit.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

**Completing your application**

It is agreed that the deadline for completing your application to rent the property specified below and thereafter entering into a tenancy agreement will be extended for a period of ( ) days from the date hereof.

Your holding deposit is £

Property to which your application relates:

Prospective tenant 1  
.....

Prospective tenant 2  
.....

Prospective tenant 3

Dated:



|   |   |
|---|---|
| Q | What we will need from you?   |
| A | <p>Once you have selected a Property<br/>In order to successfully complete your application and prior to any Tenancy commencing, for each application we will require proof of residency and proof of identity (photograph ID) . Original forms of identification must be provided when you come to the office to sign the Tenancy Agreement.<br/>Please supply one copy of the following to provide proof of your name (for identity purposes), please note this document must be different to the one used to provide your address (proof of residency):</p> <ul style="list-style-type: none"> <li>• Current full signed passport</li> <li>• Current UK photocard driving licence</li> <li>• Residence Permit (issued by the Home Office to EU Nationals)</li> <li>• Together with one of the following to provide proof of residency</li> <li>• Current UK photocard driving licence</li> <li>• Utility bill dated within the last three months (water, gas, electric, landline telephone)</li> <li>• Council Tax Bill (valid until the end of June each year)</li> </ul> <p>Please note we do not accept: bank statements, credit card statements, documents from HMRC, NHS medical card or mobile 'phone bills for either proof of identity or residency.</p> |
| Q | What is fresh moves bank details for the payment of the Holding Deposit   |
| A | <p>Please make payments to fresh move co-operative bank<br/>Sort code: 08-92-50<br/>Account number: 68565477<br/>Please use your surname as a reference so we can track your surname to the property</p>  |
| Q | What happens to my application?   |
| A | <p>Your Tenancy application will be processed, and your referees contacted, please advise them that one of our referencing partners will soon be in touch. Our referencing partner will also undertake a credit worthiness check on any person wishing to be a named Tenant. Our referencing partner will let you know the result as soon as they receive a reply from your referee.<br/>Please be advised that your basic annual income needs to be at least 2.5 times the annual rent in order to comply with the referencing criteria. Any false credit information may adversely affect your application.<br/>Your application may be approved subject to a satisfactory Guarantor (if required) who will be party to the Tenancy Agreement. In the event that your Guarantor fails the referencing criteria your application will be forfeit.</p>  |
| Q | What happens if I have pets?  |
| A | <p>If the Landlord has given permission for a pet or pets to be kept at the Property, then additional rent maybe due<br/>This sum may vary according to the requirements of the Landlord and the number and size of the pets to be kept at the property. This figure will be confirmed to you in writing prior to signing the Tenancy Agreement.</p>  |
| Q | What do I need to pay on Check in?  |
| A | <p>The first rent payment and the security deposit, received as cleared funds.<br/>In the majority of instances (where the Tenancy is an Assured Shorthold) the Tenancy Deposit will be held under the Tenancy Deposit Protection Scheme rules. Further details will be provided within the Tenancy Agreement.</p>  |
| Q | How do I pay on Check in?   |
| A | Payment by cash to fresh move is possible or payment by bank transfer is preferred.   |
| Q | When can I collect the keys?  |
| A | <p>Once all the formalities have been carried out, an inventory and pre-tenancy check in (may be carried out) depending on each individual landlord requirement. We will then contact you to arrange a convenient appointment for all Tenants to visit the branch to collect keys and tidy up any loose ends or to meet the landlord at the property should the landlord not include fresh move as part of the inventory process or office check in. We must have in our possession completed references (by our referencing partner), cleared funds for the one months rent and the security deposit agreed with the landlord , a signed Tenancy Agreement, photographic ID, proof of residence and a completed Standing Order Mandate before keys can be handed over to you.</p>  |
| Q | What about insurance?   |
| A | <p>The Landlord grants the Tenancy of the Property to the Tenants (subject to contract) upon the condition that the Tenant holds insurance adequate to protect against any accidental damage caused by the Tenant to the Property its contents, furniture, fixtures and fittings not belonging to the Tenant and any liability that the Tenant may incur as the occupier of the Property and that the Tenant will provide written proof of such cover at the commencement of the Tenancy to the Landlord's Agent. fresh move offer specialist contents insurance cover for Tenants which includes third party cover for the Landlord's goods</p>  |
| Q | What about utilities?   |



|   |  |
|---|--|
| A | If we are carrying out the inventory check in, we will endeavour to notify the relevant gas, electricity, water and Council Tax companies. If your Landlord checks you in, you may have to change the utilities yourself. You will be responsible for paying these accounts for the duration of the Tenancy. Therefore please ensure you double check the relevant suppliers have your correct details. Telecommunications companies will not accept instructions from third parties and therefore neither the Landlord nor the Agent can be responsible for ensuring there is a working active line available to you. If you are moving into a Property that has not had a telephone line or television aerial connected previously or either it has been vacant for three months or the Property does not have terrestrial television reception, then it will be your responsibility to pay the provider's connection fee and arrange for the provision of these services. Fresh move has been trading since 2006 and during that time we have seen change in the lettings markets, we know and understand that moving can be a stressful time. In order to alleviate some of that stress, we have carefully selected a tried and trusted partner called Utility Warehouse to assist you with your move that will address your requirements for your gas and electricity supply, telephone, mobile and broadband. Utility Warehouse will, upon your Tenant application being successful, contact you individually to discuss your needs (if any). <b>You are under no obligation what-so-ever to take any of these services.</b> |
| Q | How do I pay future rent?  |
| A | Your rent in cleared funds is payable in advance and should reach our account on the rent due date as specified in your Tenancy Agreement. (eg Tenancy commenced on the 26th day of the month then the rent due date is monthly every 26th day thereafter) Rent is paid by Standing Order Mandate (we do not operate a Direct Debit system). Rent will leave your account 3 days before it is due to enable it to reach our account on the due date. Standing Order Mandates are your instructions to your bank to pay fresh move. They cannot be cancelled or changed by fresh move once they are set up. Please note: Notification of late payment of rent and 3% above the base rate. Legal notices are not charged directly by fresh move.   |
| Q | What happens to my Tenancy Deposit?  |
|   | In the majority of instances your Tenancy Deposit will be held as Stakeholder in accordance with the Deposit Protection Scheme, further details will be provided within the Tenancy Agreement. Contact details of the scheme can be found at <a href="http://www.depositprotection.com/">http://www.depositprotection.com/</a>   |
| Q | What are my responsibilities as a Tenant?  |
| A | These will be clearly defined in your Tenancy Agreement, but if in doubt - ASK US According to Lord Denning:- "The Tenant must take proper care of the premises, he must do the little jobs around the place which a reasonable tenant would do".<br>The Tenancy Agreement is an enforceable legal document which remains in place until the end of the Term. The Agreement does not allow you to remove yourself from your legal obligations until the Tenancy ends. You are unable to change or swap occupants during the Tenancy Term. Parking Permits<br>Many apartment blocks require residents to purchase and display a valid parking permit when using the communal/allocated parking area. It is the responsibility of the Tenant to obtain and pay for such a permit for the duration of the tenancy. Failure to display a valid parking permit may result in may result in fines and in some cases clamping.  |
| Q | Who do I call for a progress report on my application?   |
|   | For a progress report on your application or for any queries, please contact your local fresh move offices.  |
| Q | What about Data protection?  |
| A | Information supplied will be held on our computer system in accordance with the Company's GDPR Policy. Please note that we will release certain of your details in advance of the completion of the letting to certain third parties such as utility providers and facilitators to ensure that all arrangements are in place for the provision of electricity, gas and other services from the date the Tenancy commences. Data may be held outside the European Union.  |
| Q | When do I see the Tenancy Agreement?   |
|   | The final Tenancy Agreement will be forwarded to you upon confirmation of satisfactory references and with the agreement of the Landlord. Upon signing the final or actual Tenancy Agreement, you will be legally bound to the terms and conditions contained within it. The Tenancy Agreement is signed jointly and severally by all Tenants and therefore all Tenants are responsible for the full rent and all other liabilities detailed within the Agreement. If you do not understand the Tenancy Agreement or anything contained within it, it is strongly advised that you seek advice or an explanation before signing it. You may consider consulting a solicitor, Citizens Advice Bureau or a Housing Advice Centre. The Tenancy Agreement is between you and the Landlord. Fresh move act as Landlord Agents and are not part to this Agreement other than in that capacity.   |
| Q | What is a Guarantor?   |
| A | A Guarantor is responsible for all Tenant's liabilities under the Tenancy Agreement. A Guarantor provides, by way of a written indemnity, assurance to the Landlord that the contractual Terms and Conditions of the Tenancy, including the payment of rent, will be met.  |
| Q | Who can be a Guarantor?  |
| A | A Guarantor must live in England and Wales, meet our full reference criteria and have an income of at least 3 times the annual rent. Any queries should be discussed in branch with a fresh move lettings consultant.  |
| Q | Why is a Guarantor needed?   |



|   |  |
|---|--|
| A | References are required for all Tenants to confirm their suitability; checks are carried out on their financial position to ensure they can meet the rental payments. In instances where a Tenant does not meet the full reference criteria, and the Landlord gives consent, a Guarantor may be obtained to allow the Tenancy to proceed.  |
| Q | What does a Guarantor need to do?  |
| A | An application form will normally be sent via email. Telephone numbers, fax numbers and email addresses of all referees are required to help speed up the process. It is advisable to let people know that they may be contacted for a reference.<br>Upon completion of satisfactory references and subject to the Landlord's consent, the Guarantor is sent the indemnity to sign (this forms part of the Tenancy Agreement) and a copy of the Tenancy Terms and Conditions, for information. Proof of residency is required; this is normally a utility bill which is less than three months old. A Tenancy will not commence until the references are completed and the signed indemnity and proof of residency are returned to the branch. |
| Q | What are the liabilities of the Guarantor?   |
| A | Under the terms of the indemnity a Guarantor may be called upon to pay unpaid rent and utilities charges and meet the cost of remedying dilapidations, missing items, Tenant's negligence, and any other Tenant liability as defined in the Tenancy Agreement and Terms and Conditions. The Tenancy Agreement is signed jointly and severally by all Tenants and therefore the Tenants are responsible for the full rent and all other liabilities. A Guarantor signs to assure the liabilities of the Tenant under the terms of the Agreement are met.  |
| Q | What happens when the Tenancy is renewed?  |
| A | If the Tenancy is renewed or extended the liabilities of the Guarantor continue until the Tenancy ends either by Tenant surrender of the Tenancy and vacant possession or Court Order for possession is obtained.  |
| Q | When does the Guarantor's liability cease?   |
| A | A Guarantor's legal responsibilities remain in force until the end of the Tenancy.   |

