



Application for Tenancy

By completing this form you are instructing Foxtons to enter into negotiations with the owner of your chosen property.

Property address: _____ Postcode: _____

Rental amount: _____ Proposed move-in date: _____ Expected move-out date: _____

Do you intend to use a deposit replacement insurance product such as Zero Deposit? YES NO

Name: _____

Current address: _____ Postcode: _____

Email: _____ Mobile: _____

Employer Name/Place of Study: _____

Job/Course title: _____ Occupation: _____

Further information:

How many occupants will reside in the property in total (including children)? _____

What is the relationship between occupants? _____

Will anyone aged under 18 be residing at the property? YES NO If yes, how many? _____

Do you have pets? YES NO If yes, please provide details: _____

Do you require furniture? YES NO If yes, please provide details: _____

Do you require parking? YES NO If yes, please provide details: _____

Are you related to, living with, or 'connected' to a Foxtons employee? YES NO If yes, please provide details: _____

Are you currently a full-time student? YES NO If yes, please provide evidence e.g. a letter from a university

If you are currently not a full-time student, do you expect to become one during the tenancy? YES NO

Name of your current landlord: _____

Email address: _____ Tel no: _____

(Foxtons will take up references based on the details you provide)

If you have answered YES to any of these questions, or if there is any further information you think the owner should be aware of, please provide details below:

Conditions of offer: Please specify any requests or conditions attached to the offer you are making. These points will be included in your tenancy agreement if they are agreed by the property owner.

I confirm that the information I have provided above is accurate and that I have read and understood the terms and conditions detailed overleaf. I accept that by signing this document I am bound by its entire contents.

Signed: _____ Date: _____



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of the property to The Property Ombudsman and other regulatory bodies, if you or the landlord have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

Terms and conditions

Tenant fees

Should you wish to terminate your tenancy before the end of the term or before the end of a rental period for which rent is payable and the landlord agrees that you can terminate early, you will be responsible for the repayment of the pro-rata commission paid in advance by the landlord for the unexpired portion of the tenancy. A charge of £50 incl. VAT will be applied for any contract variation, novation, amendment or change of occupant at the tenant's request within an existing tenancy. It is your obligation to obtain written consent from the landlord for any change in the identity of the tenants. Upon receipt of this consent Foxtons will draw up a Deed of Assignment for signature by all parties. If any charges remain outstanding at the end of the tenancy, Foxtons will deduct the amount due from the deposit.

Default fees

Default interest on rent more than 14 days in arrears will be charged at the rate of 3% above Bank of England base rate for each day of arrears until the arrears are cleared, payment to be made by cleared funds. A default fee is also payable for lost keys or other respective security devices limited to the actual cost of replacement.

Payment of rent

The first instalment of 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 three days before the rent is due. The full rent must be paid by a single standing order, we are unable to accept multiple standing orders.

Deposit

A deposit equivalent to five weeks' rent must be paid in cleared funds when you sign the tenancy agreement and is held by Foxtons as Stakeholder for the duration of the tenancy in accordance with the terms of the tenancy agreement and where applicable Foxtons will register the deposit monies with a deposit protection scheme on the landlord's behalf. Foxtons excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants. All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. The tenancy agreement entered into is between the landlord and the tenant and, therefore, the tenant cannot hold Foxtons liable for any deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by Foxtons.

Zero Deposit Guarantee (Assured Periodic Tenancies only)

Foxtons uses Global Property Ventures t/a Zero Deposit ("Zero Deposit") to provide a deposit replacement product. Zero Deposit is registered by the FCA (reference number 797026). Zero Deposit's privacy policy can be found at www.zerodeposit.com/privacy-notice.pdf. Global Property Ventures is registered with the Information Commissioners Office under registration number ZA203306. The Zero Deposit Guarantee is available at the landlord's discretion, and subject to eligibility. Where you purchase a Zero Deposit Guarantee it shall be in substitution of a deposit, and will continue for the duration of the tenancy as long as you maintain the terms of the Zero Deposit Guarantee. In the event of a joint-tenancy the purchase of a Zero Deposit Guarantee shall only be possible where all joint-tenants unanimously agree to the purchase. The Zero Deposit Guarantee fee must be paid to Zero Deposit 14 days prior to the commencement date of the tenancy agreement. You will be subject to the terms and conditions of the Zero Deposit Guarantee, a copy of which shall be provided to you and is also available at www.zerodeposit.com. You should read and understand the Zero Deposit Guarantee documentation carefully. You will be required to pay a fee to Zero Deposit. If you cancel the Zero Deposit Guarantee, you will immediately be liable to pay a deposit equivalent to five weeks' rent to be held by Foxtons as a stakeholder for the duration of the tenancy, and the provisions of the deposit clause above shall apply. If you fail to meet your obligations under the tenancy, you may be pursued for the landlord's losses. You may be liable for costs and/or interest. In administering the Zero Deposit Guarantee Foxtons acts as an Introducer Appointed Representative of Zero Deposit.

References

We will take up references based on the details that you supply to us. We may instruct an independent referencing agency on behalf of our landlord to carry out reference checks on you and, where applicable, your guarantor. This may leave a soft footprint on your credit file. You do not have to take this service from Foxtons. If you do not want this service, please inform us, however you may have to provide your own references and we may still verify these on behalf of our landlord. References and other personal data including any forwarding address may be passed to our client so that they can make a decision on granting a tenancy and/or exercise their legal rights to recover from you any unpaid sums or other losses at the end of the tenancy.

Right to Rent

The acceptance of an agreeable offer is subject to you providing in person documentary evidence of your Right to Rent. It is a condition of the Agreement that all occupants aged 18 and over provide valid Right to Rent documents before occupying or residing in the property. You will not be permitted to occupy the property until you have proved your Right to Rent. Information relating to your Right to Rent will be passed to the landlord and the Home Office if required. If an occupant(s) has a time-limited Right to Rent follow up checks may require the occupant(s) to repeat the Right to Rent checking process in person to demonstrate that their visa/right to residency in the UK has been renewed or extended. If an occupant turns 18 years old while occupying the property follow up Right to Rent checks may be required to determine if their visa/right to residency in the UK is valid.

Check-in and check-out

Foxtons will be instructed by the landlord in relation to arrangements for any inventory and check-in. The landlord will be responsible for the cost of any inventory check-in and the check-out. As tenant you agree to indemnify the landlord for any loss incurred by the landlord as a result of failing to keep a previously agreed appointment with an inventory clerk at the property. We advise you to make yourself available for the inventory check-in and check-out.

Referral fees

We may receive a Referral Fee if we recommend you to another business. Details of the Referral Fees we receive are contained in our Referral Fee Disclosure Guide located at www.foxtons.co.uk/help/fees.

Subletting

By completing this form you confirm that you intend to enter into a private residential tenancy in your name and that you will not (i) sublet the property; (ii) advertise the property on any print or other media, including (but not limited to) internet-based marketing websites, or other social media or messaging websites or apps; or (iii) take in paying guests or lodgers; or (iv) assign the tenancy, without the prior written consent of the landlord.

Management of the property

At the start of the tenancy we will advise you who is responsible for managing the property. This is not always Foxtons. 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, we may have to obtain the landlord's consent before proceeding with a repair. Where we manage a property and hold keys, we can usually provide access to Foxtons' 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.

Insurance

You should take out a suitable contents insurance policy throughout the tenancy to insure your own possessions, as such possessions will not be covered by any insurance effected by the landlord.

Utilities

We use a vetted independent partner to switch council tax and utility accounts to and from your name at the start and end of your tenancy and to appoint a preferred energy provider (OVO Energy Ltd). Unless you tell us that you do not want to accept this service we will pass your details to our partner for these purposes. Where you do not accept this service you will be responsible for ensuring that these accounts (and any other appropriate accounts) are opened in your name at the start of the tenancy and closed at the end of the tenancy. You remain responsible for all utility and council tax liabilities during your tenancy. Where you fail to meet these liabilities, your details may be forwarded to your landlord or the relevant utility company for recovery of any outstanding balances.

Taxation

If you pay rent directly to your landlord's bank account and your landlord is resident overseas, you will be responsible for applying the provisions of the HM Revenue and Customs Non-Resident Landlords scheme for taxing UK rental income and should ask us for advice on this. These provisions do not apply where you are paying your rent to Foxtons.

Anti-Money Laundering

Foxtons is subject to Anti-Money Laundering laws. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We may be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, confirmation of the source or destination of funds may also be requested. Before the tenancy can proceed you will also need to provide us with a photo ID in the form of a valid Passport, UK Driving Licence or EEA National ID card (or other suitable document) and proof of your address.

Data protection and privacy policy

Foxtons complies with all applicable data protection and privacy laws in all our dealings with your personal data. Please refer to our Privacy Policy and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. You can find this at www.foxtons.co.uk/help/termsconditions.html. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

VAT

All charges levied by Foxtons are subject to VAT at the prevailing rate of 20%.

Consequences of early termination

If you vacate the property prior to the end of the term or prior to the end of a rental period(s) for which rent is payable, you will remain liable to pay rent until the term expires or until the rental period/s-expires unless otherwise agreed. The landlord is not required to allow you to end a tenancy early, but if an agreement is reached to surrender the tenancy the landlord may re-let during the remainder of the tenancy, in which case you will also be responsible for an amount equal to any pro-rata commission fees that have been incurred by the landlord for the unexpired portion of the tenancy and the landlord's agent's reasonable costs incurred in respect of the termination of the tenancy. Where Foxtons is the Letting Agent, this fee is calculated at 11% + VAT (13.2% incl. 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 new lower rental figure up to the end of the original term.

Complaints procedure

If you have any problems with Foxtons' service and are unable to resolve these with your Negotiator or the Branch/Department Manager, you can write to the Director for the area/department in question. Your letter will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within fifteen working days. If you remain dissatisfied, you should write to Foxtons' Legal & Compliance Department whereupon your complaint will be investigated by a Compliance Officer. A written statement expressing Foxtons' final view will be sent to you and will detail any offer Foxtons is willing to make. The same time limits will apply. This letter will also confirm, where you remain dissatisfied, your entitlement to refer the matter to The Property Ombudsman (TPO) within twelve months, for a review. Please note TPO will only review complaints made by consumers.

Client Money Protection Scheme

Foxtons Client Money Protection is provided by Propertymark. The scheme accounting rules, as well as our conduct and membership rules, can be found on the following link:

<http://www.propertymark.co.uk/media/1045366/conduct-and-membership-rules.pdf>

Foxtons is also a member of safeagent, which ensures we have the necessary protection for monies held in our client account. For further information please contact us or visit www.safeagents.co.uk/about/.

Amendments

Foxtons reserves the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

Signed: _____

Date: _____