

Guidance Notes for Tenants Reserving a Property

Thank you for considering renting one of our properties. This document is designed to give you as much information as possible to guide tenants through the letting process in a hassle free and informative manner. It is imperative that you read and understand the below notes prior to signing the declaration attached. If you have any questions or anything that you do not understand during the reservation process, please ask a member of staff immediately.

Viewing prospective property

Viewings are strictly by appointment only and must be arranged through our office, we have to give regard to existing tenants to ensure any disruption is kept to a minimum. In addition to this 24 hours' notice must be given to existing tenants when booking a viewing unless we are already pre-booked into view that property with other groups. The majority of our viewings during the busy periods are carried out as block viewings. A full list of our properties can be found on our website www.bristoldigs.co.uk including full details and photographs. All tenancies are for a 12-month period from 1st July unless otherwise stated.

Securing a property

Once you have chosen your property you will be required to pay a **Holding Deposit** which is the equivalent of one weeks' rent payment. The **Holding Deposit** will be withheld if any relevant person (including any guarantor) withdraws from the tenancy, fail a right-to-rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days (or other deadline for Agreement as mutually agreed in writing). Once the tenancy agreement has been signed the tenant(s) agree that the **Holding Deposit** will revert to being part of the first month's rent payment and will be held by Digs for that purpose. By signing this form, you agree that these funds will not be returned to you once the tenancy is signed but will instead be held by Digs until the start of the tenancy and will then be put in full to contribute towards the first month's rent

NB the full online application must be completed within **7 working days of the reservation**.

The Tenant must then pay the full **Security Deposit** once the tenancy agreement has been completed and signed by all tenants. The **Security Deposit = 1 month's rent in all cases**. The Security Deposit must be paid in full, in one payment, from one individual in the group, (we'd suggest it is best to come from the Lead Tenant).

Digs will not sign the tenancy off if the full security deposit is not paid and tenants will at that point be given a 5-day deadline to pay the deposit. If this is not then paid the agreement may be cancelled and the property placed straight back on the market. For that reason, Tenants should arrange to get the full deposit amount together and into one bank account as quickly as possible after the reservation appointment ready to pay the deposit in full as soon as the tenancy agreement has been signed by all tenants. At this point the

security deposit will be registered. We recommend that immediately after the reservation appointment the group organises to get the funds for the deposit into one account ready to make the payment to Digs as soon as the contract is signed and the security deposit is requested.

Once you have paid the Holding Deposit and signed the reservation forms the property will be secured and taken off the market. Please note that properties are secured on a first-come, first-served basis. As the Landlords Agent we reserve the right to not let a property to an individual should the Landlord or his agent decide it is in their best interest not to proceed. NB Certain Landlords have supplied us with specific instructions on what group they would prefer in their property, based on previous experiences, we will inform you if the make-up of your group does not fit those criteria.

NBV - 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.

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 where relevant.

For further information about Tenant Fees please visit www.bristoldigs.co.uk

Parental Guarantees

A UK guarantor is required for all student tenants; this is a guarantee for the rent payments for the duration of your tenancy period. The guarantor form will be sent to your guarantor via email through StuRents (unless you are advised otherwise) and it is imperative that we must receive this back, signed by your guarantor, within 15 working days. We cannot continue to process your application until all sections of StuRents are returned and signed from all tenants and guarantors.

You will not be allowed to move into the property until all forms are returned and signed by all tenants and guarantors and all rent has been paid by all tenants. This will affect all tenants who are joint and severally liable.

Please note that a suitable UK guarantor is a person who is: A UK citizen, a resident UK home owner, aged between 25–70 years of age, who is in full time employment. The guarantor will only be accepted as suitable subject to additional references or credit checks as the landlord/his agent see fit.

Alternatively, the tenant may choose to dispose with the need for a guarantor and pay the full rent for the fixed period in advance (see below).

If there is not a suitable UK guarantor provided the full rent for the fixed term of the tenancy will be payable in advance prior to 1st June or one month prior to the start of the

tenancy if not a 1st July start date, without exception. Following payment of the deposit you must then pay the first quarters rent within 14 days or we may remarket the property.

Rent Payments

For tenants with a UK Guarantor rent is payable in advance, normally quarterly. The first quarters rent is payable by bank transfer, which if a 1st July start date will be due on 1st June, otherwise a month before the start date of your tenancy. The three remaining quarters are payable strictly by standing order on: 1st October, 1st January and 1st April. If your tenancy start date is not 1st July please ask for further details on quarterly rental payment dates.

Right to Rent/Documentation/ID

Under section 22 of the Immigration Act 2014 a landlord cannot authorise an adult to occupy a property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or EEA or Swiss national, or has a 'right to rent' in the UK. Someone will have the 'right to rent' in the UK provided they are present lawfully in accordance with immigration laws. Landlords or their agents who breach section 22 may be liable for a civil penalty. In view of this, Landlords must conduct simple document checks before allowing adults to occupy rented accommodation, to ensure that prospective occupiers have the right to rent in the UK. Where a landlord lets accommodation to a person with a time-limited 'right to rent', the landlord must conduct follow-up checks as directed by the Home Office. In line with the Equality Act 2010 it is necessary for us to view acceptable documents from ALL prospective tenants.

NB WE MUST VIEW YOUR ORIGINAL DOCUMENTS WITH YOU PRESENT AND WITHIN 10 DAYS OF YOU SECURING THE PROPERTY AND IF YOUR DOCUMENTS SHOW THAT YOU ARE ONLY ALLOWED TO STAY IN THE UK FOR A LIMITED TIME, WE WILL NEED TO VIEW THEM AGAIN WITHIN THE LAST 28 DAYS PRECEDING THE COMMENCEMENT OF YOUR TENANCY. WE MUST STRICTLY ADHERE TO THIS LEGISLATION AND THEREFORE IF THESE DOCUMENTS ARE NOT PRESENTED WHEN REQUIRED BY LAW, YOUR TENANCY AGREEMENT WILL NOT BE COUNTER-SIGNED AND YOU WILL NOT BE ABLE TO MOVE INTO THE PROPERTY.

Energy Performance and Gas Safety Certificates

Tenants accept that energy performance and other safety certificates will either be sent directly to them via email, provided at the property at the start of tenancy, or made available to the Tenant via their StuRents account. Where applicable gas safety certificates will be provided to the Tenant on or around the key collection date.

You must be aware that the tenancy agreement you are about to sign is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless in full agreement with written

permission being obtained from the Landlord. NB Our tenancy agreements do not contain a break clause.

Please be aware that where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants, and their guarantors jointly or individually under the terms of the joint and several tenancy agreements.

NB - If you are unsure of any of your obligations under this agreement, then you are strongly advised to take independent legal advice prior to signing.

Please sign and print your name and then sign to confirm that you have read, understood and agree to abide by the terms and mechanisms of this process:

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