



Incorporating Coast & Country Estates Office Haverfordwest

## Contract Holder's Terms of Offer and Proposed Occupational Contract

By completing this form you are requesting Town Coast and Country Estates Limited (TCCE) (as the landlord's agent) to agree occupational contract terms on behalf of the owner of the property upon which you have submitted an offer.

In order to do this we require some personal information from you. To formalise the offer and commence negotiations all prospective contract holder's will need to:

Read and understand the terms contained herein and supply us with one completed form, photographic ID and proof of address. Remember to ask us any relevant questions before any monies are paid over to us.

Pay to us via bank transfer your "Holding Deposit". This holding deposit will be no more than the equivalent of 1 week's worth of rent and this amount will be advised to you via email from TCCE.

As soon as this Holding Deposit has been received by TCCE via bank transfer, we will remove the property from the rental market.

For clarity, this Holding Deposit is known as a "Permitted Payment" in the Renting Homes (Fees etc.) (Wales) Act 2019. A copy of The Welsh Government's Guidance on the Act is viewable at our office upon request and we can also send you a copy free of charge via email attachment.

Submit to independent referencing, this referencing will commence on the nearest working day to your payment of the Holding Deposit to TCCE.

Your referencing must be submitted back to the referencing company within 7 days of receipt of the application from the referencing company.

Subject to you passing referencing, the "Holding Deposit" will then form part of the bond that we will require from you before you move into the property.

After referencing has been passed by the contract holder(s) we will then draw up a formal occupational contract. This contract will start no later than one month from the date of TCCE receiving the Holding Deposit and contract pre-signed before the 15<sup>th</sup> day after receiving the holding deposit (unless otherwise agreed in writing between both parties).

Upon successful referencing you will be contacted by TCCE to confirm your move in date. We will then confirm the balance of monies payable to us before you move in to the property. This money being the 1<sup>st</sup> month's rent in full plus the remainder of the deposit.

Please note: If you do not state in your application that you have CCJ's or have been made Bankrupt, this is classed as "false or misleading information". Town Coast and Country Estates reserves the right to retain the holding deposit in full.

**IMPORTANT NOTE:** GROUNDS FOR THE HOLDING DEPOSIT TO BE WITHHELD by TCCE as per the Renting Homes (Fees etc) (Wales) Act 2019 are as follows:

Should you or any applicant for the property provide false or misleading information before or during the referencing process the holding deposit will be retained by TCCE. Or

Should you or any applicant fail to take reasonable steps to enter a occupational contract (after holding deposit monies have been received by TCCE and referencing details has been sent to the referencing company by TCCE). The occupational contract will need to be started no later than one calendar month from date of receipt of holding deposit by TCCE (unless otherwise agreed in writing by both parties). If it is not started within one calendar month, your holding deposit will be retained by TCCE and the property will be re-advertised.

Should the landlord withdraw, for any reason, prior to entering into an occupational contract in respect of the property, you will be refunded any monies paid to TCCE within 15 calendar days of TCCE being notified by the landlord.

#### Terms of Offer

(All offers are subject to references and contract)

Property.....

Rent (£).....

Do any of you smoke? Yes/No

Do you have any pets? Yes/No

If yes, type and breed.....

Do you have children? Yes/No

If yes sex and ages.....

#### Proposed Contract Holder's Details

Contract holder 1

Full Name.....

Current

Address.....

.....

Contact telephone..... Email.....

Occupation.....

Signature.....Date.....

Do you have CCJ'S? Yes/No Have you been made Bankrupt? Yes/No

## Contract Holder 2

Full name.....  
 Current  
 Address.....  
 .....  
 Contact  
 Telephone.....Email.....  
 Occupation.....  
 Signature.....Date.....  
 Do you have CCJ'S? Yes/No Have you been made Bankrupt? Yes/No

## Contract Holder 3

Full name.....  
 Current  
 Address.....  
 .....  
 Contact  
 Telephone.....Email.....  
 Occupation.....  
 Signature.....Date.....  
 Do you have CCJ'S? Yes/No Have you been made Bankrupt? Yes/No

## Contract Holder 4

Full name.....  
 Current  
 Address.....  
 .....  
 Contact  
 Telephone.....Email.....  
 Occupation.....  
 Signature.....Date.....  
 Do you have CCJ'S? Yes/No Have you been made Bankrupt? Yes/No

## Guarantor Details

Full name.....  
 Current  
 Address.....  
 .....  
 Contact  
 Telephone.....Email.....  
 Occupation.....  
 Signature.....Date.....  
 Do you have CCJ'S? Yes/No Have you been made Bankrupt? Yes/No

## References and ID

We will ask you to complete a reference application online which is processed by an independent company.

Once the references are completed, the reference information obtained will be passed to the landlord for approval.

By signing this document you acknowledge and agree for the purposes of the Data Protection Act 1988 that all information (including reference material obtained by the independent reference company) received may be retained by TCCE and used and shared with the landlord, their advisors, our credit reference providers and for account administration including debt tracing and collection and for all management decisions and operations. We will record and retain sensitive personal data. You are entitled to request, upon payment of £12 (including VAT), a copy of all data held about you and to have the same amended if found to be incorrect.

### Bond

A bond equal to one month's rent plus £100 must be paid in cleared funds prior to the commencement of the occupational contract, which is held in accordance with the terms of the occupational contract. Please note if your landlord manages the property, it is the landlord's responsibility to register your bond with the relevant scheme.

TCCE will register all bonds for properties managed by ourselves with The Deposit Protection Service (DPS). The bond is refundable to you via the DPS at the end of your occupational contract once any deductions for damage or default have been established and a mutual agreement has been confirmed between landlord and contract holder(s). The contract holder(s) must also provide a forwarding address.

As the occupational contract is a contract between landlord and contract holder(s), the contract holder(s) will not hold TCCE liable for any deductions made from the deposit which may be in dispute.

In some circumstances such as the allowance of pets your landlord may request a higher bond in addition to special conditions being placed within your occupational contract.

### Occupational Contract

All prospective contract holders must be named in the occupational contract and are jointly and individually bound by the terms of the contract. The occupational contract forms a legally binding contract between the landlord and contract holder(s). If you are unsure of its contents or your rights and obligations we recommend you consult a solicitor or attend the Citizens Advice Bureau.

### Guarantor

Should a guarantor be required for the occupational contract that said person will be referenced in the same manner as prospective contract holders. The guarantor will be required to sign a guarantor agreement which outlines their responsibilities. Please note that the guarantor must be a homeowner and able to pass the affordability checks.

### VAT

All charges levied by Town Coast and Country Estates Limited are inclusive of VAT at the prevailing rate.

### Rental Payments

Once the initial monies are paid in cleared funds, all subsequent rental payments must be made by bank standing order as specified in your occupational contract. Rent must be received by the due date as stated in the occupational contract. TCCE must be in receipt of the completed and signed standing order form prior to the start of the occupational contract. In the case of multiple contract holders, rent must be received from one account only.

Default payments (as allowed within the Renting Homes (Fees Etc.) (Wales) Act 2019: are as follows (and will also be stated in the special conditions of your occupational contract):

Missed appointments: if you were due to meet a contractor or your landlord at the property and you did not attend or refused to allow them entry, this will be charged as per your occupational contract.

Avoidable or purposeful damage to property: damage to a property caused by neglect or careless or wilful behaviour by the contract holder(s).

Replacement keys: loss of keys by the contract holder(s) requiring a landlord to arrange for the cutting of the keys and delivery of those keys to the contract holder(s).

Emergency/out of hours call-out fees: fees incurred as a result of a landlord arranging for someone to attend the contract holder(s) property at the request of the contract holder(s), such as a locksmith or emergency glazier in the early hours of the morning, when the problem had been caused by the contract holder(s) in the first place, such as a window being broken on purpose, or keys being locked inside a house.

### Insurance

It is your responsibility to insure your own belongings during the occupational contract.

### Taxation

Should you pay your rent direct to your landlords account and your landlord is resident overseas, you will be responsible for applying to the HMRC's (Her Majesty's Revenue and Customs) Non-Resident Landlord Scheme for details on taxing UK rental income. This does not apply when you are paying your rent directly to TCCE.

Subject to the landlord's agreement, should you wish to terminate your occupational contract prior to the end of the term (known as surrender) you will be responsible for the payment of the outstanding rent due to the landlord for the remainder of the occupational contract and any other costs the landlord may incur.

PLEASE NOTE: Any re-marketing fees payable to the agent from the contract holder(s) who wishes to end a occupational contract early are not covered in the Renting Homes (Fees Etc.) (Wales) Act 2019.

As soon as another contract holder moves into the property, the outgoing contract holder(s) responsibility for rent and utility payments would then come to an end on that date of key hand over to the new contract holder(s).

#### Inventory: Check-In/Check-Out – Managed Properties

Your landlord or agent will supply to you an inventory and schedule of condition at the start of the tenancy to check the contents and decorative condition of the property. We advise you to report any discrepancies to TCCE or the landlord within 5 days to enable the document to be amended.

At the end of the occupational contract this same document will record the outgoing condition. The cost of missing items, cleaning required, or damage to the fixtures and fittings will be costed and sent to you for comment and approval.

When the property is not managed by TCCE you will liaise with your landlord direct.

#### Management of the Property

During the rental viewing we will be advising you who will be managing your property.

Where we are instructed by the landlord to manage their property, we will need to obtain the landlord's consent before proceeding with a repair/replacement. If the repair/replacement is deemed to be the contract holder's fault/responsibility, payment will be required from the contract holder(s).

Where we are not the managing agent we are unable to discuss and authorise any repairs or maintenance to the property – this is the responsibility of the landlord or their managing agent.

#### Utilities

Unless otherwise specially negotiated, the terms of the occupational contract require that the tenant pay for gas, oil, electricity, water and sewerage, telephone/internet charges, TV licence and council tax. Where we manage the property, we will contact the electric, gas water and council tax departments within the 1<sup>st</sup> week of you moving in. Those companies will then contact you within the 1<sup>st</sup> month of your occupational contract to set up your accounts with them.

Should you wish to have a prepaid meter installed or a water meter, prior permission must be sought which the landlord cannot reasonably refuse. Should the landlord wish the meter to be removed at the end of the occupational contract, the cost will be wholly borne by the contract holder(s). If you wish to change utility suppliers, permission must first be sought from TCCE but cannot be refused.

#### Initial Monies

Prior to the commencement of the occupational contract, the initial monies must be cleared funds and be received by TCCE by bank transfer only before 4pm Monday to Friday. We do not accept any monies on a Saturday and all payments must be cleared by 4pm on the previous Friday for any Monday move in's. Initial monies comprise of holding deposit, the first rental payment and your bond.

All money due to Town Coast and Country Estates is received by bank transfer only.

If you have questions, please contact us at the office to discuss further.

Please sign below as acceptance of this Contract Holder's Terms of Offer and Proposed Occupational Contract and I/we understand that:

Should you or any applicant for the property provide false or misleading information before or during the referencing process the holding deposit will be retained by TCCE. Or

Should you or any applicant fail to take reasonable steps to enter an occupational contract (after holding deposit monies have been received by TCCE and referencing details has been sent to the referencing company by TCCE). The occupational contract will need to be started no later than one calendar month from date of receipt of holding deposit by TCCE (unless otherwise agreed in writing by both parties). If it is not started within one calendar month, your holding deposit will be retained by TCCE and the property will be re-advertised.

Signed..... Date.....

Signed..... Date.....

Signed..... Date.....

Signed..... Date.....

monthly rent	holding deposit
£275.00	£63.22
£300.00	£68.97
£325.00	£74.71
£350.00	£80.46
£375.00	£86.21
£400.00	£91.95
£425.00	£97.70
£450.00	£103.45
£475.00	£109.20
£500.00	£114.94
£525.00	£120.69
£550.00	£126.44
£575.00	£132.18
£600.00	£137.93
£625.00	£143.68
£650.00	£149.43
£675.00	£155.17
£700.00	£160.92
£725.00	£166.67
£750.00	£172.41
£775.00	£178.16
£800.00	£183.91
£825.00	£189.66
£850.00	£195.40
£875.00	£201.15
£900.00	£206.90
£925.00	£212.64
£950.00	£218.39
£975.00	£224.14
£1,000.00	£229.89



