



## Pre Tenancy Funds Terms and Conditions

The payment terms set out below are based upon the terms of your Agreed Offer. Please note that any Agreed Offer and/or funds placed are subject to Contract and References and the proposed tenancy will only be legally binding once the Tenancy Agreement has been signed, dated and executed by all parties.

### Pre-tenancy funds to be paid - £100

*The pre-tenancy funds will be deducted from the monies due before the start of the tenancy (agreed advance rent + 5 weeks security deposit).*

### Terms and Conditions of Pre Tenancy Funds Payment

For the avoidance of doubt, the payment of the above funds and the signing of this form does not guarantee acceptance from the Landlord as you as a resident(s) for this (or any other) property, nor does it imply any form of Tenancy.

The offer you have made to us to rent a property has been agreed **in principle** by the Landlord. Please ensure the terms contained are correct.

#### 1. Acceptance of Offer:-

On receipt of your acceptance of the Pre Tenancy Funds T&Cs, we will debit your account with the agreed amount as set out above. The purpose of the Pre Tenancy funds are to demonstrate your commitment to rent the property according to the Offer Agreed. Should the Tenancy proceed, the debited funds will be offset against the full amount of move-in monies as detailed above.

You are now required to do the following:-

- a) Complete the next steps of the application process including on-line Referencing Application Form (which will be sent to all named prospective residents via a link or via the portal) within 24 hours of receipt. This includes guarantors, if applicable.
- b) Provide a copy of your passport (and Visas if applicable) for each named prospective resident (and guarantors, if applicable) within two working days.

#### 2. Failure to Supply and/or Complete:-

Should any prospective resident or guarantor(s) fail to adhere to the timescales as detailed in points a) and b) above, we reserve the right to consider the Agreed Offer to be forfeited and may immediately commence remarketing of the property. In this instance, we may deduct a charge of £150 plus VAT from the pre tenancy funds paid and refund the balance. The balance will only be refunded to one named prospective resident.

#### 3. References:-

We will instruct an independent referencing agency to seek appropriate references for all prospective residents and guarantors (if applicable) including a credit search, as may be deemed necessary in order to establish a prospective residents' suitability for the tenancy.

**a) Satisfactory references:**

Upon receipt of satisfactory references (as deemed by Allsop on behalf of the landlord) for all prospective residents and guarantor(s), we will prepare and distribute tenancy documentation via email. All confirmed residents and guarantor(s) must digitally sign the tenancy documentation within two working days of receiving the tenancy documentation. Failure to do this will result in the application being aborted, the property being remarketed and we may deduct a charge of £150 plus VAT from the Pre Tenancy Funds paid and refund the balance. The balance will only be refunded to one named prospective resident.

**b) Unsatisfactory references:**

Should the references for any prospective residents or guarantor(s) be deemed unsatisfactory and no alternative agreement can be reached, the application will be cancelled and the offer will be deemed void. In this instance, we may deduct a fee of £50 plus VAT per prospective resident and guarantor referenced from the Pre Tenancy Funds the balance refunded. The balance will only be refunded to one named prospective resident.

**4. Withdrawal by Landlord:-**

At any point before the commencement of the Tenancy should the landlord decide not to proceed with the proposed Tenancy for any reason (other than as set out in 3b above) the Pre Tenancy Funds will be returned in their entirety. The balance will only be refunded to one named prospective resident.

**5. Withdrawal by Tenant:-**

Should the prospective residents and/or guarantor(s) decide not to proceed with the proposed tenancy for any reason, at any point after paying the Pre Tenancy Funds, the application will be aborted and the full amount of the Pre Tenancy Funds paid will be forfeited by the prospective residents.

**6. Refunds**

Any refunds will be made by cheque or bank transfer (no cash refunds are available) within 10 working days of Allsop confirming a refund is due.

**Important;**

Please note that any prospective residents and/or guarantor(s) are deemed jointly and severally liable and therefore any deduction and/or refund of monies can be made by us to any named prospective resident without liability for any loss placed with us.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_