

## GENERAL TERMS AND CONDITIONS FOR STUDENTS

Standard Terms and Conditions of Peak Property are as follows:-

1. There is a one off administration fee payable for all student rooms of £150. This includes referencing of the Student and their guarantor. This fee is payable every time the tenancy is renewed (annually)
2. The reservation fee is non-refundable and is subject to receipt of satisfactory references.
3. We obtain references for all prospective guarantors including a credit check using "Van Mildert".
4. If you decide not to proceed with the proposed tenancy or if your references or those of your guarantor(s) are unacceptable the reservation fee is non-refundable. Additionally, you will lose your retainer if already paid due to the property being reserved thereby reducing the landlords chances of re-letting for the next academic year to another student. If your guarantor fails to pass the referencing and you provide a new guarantor then an additional administration fee of £60 (Inc VAT) will be payable. If you decide to change your guarantor for any reason after you have completed your application form an administration fee of £60 will be payable.
5. If your circumstances change significantly during the referencing process, this will be viewed as you having pulled out of the contract. We will have to notify these changes to the landlord and he/she will not be obliged to accept you. For instance, if your guarantor loses their job for any reason.
6. If full references have not been provided within 7 working days of monies being paid then the landlord may withdraw the property at his discretion and you will lose your reservation fee. This applies as 7 working days from the date of issuance of any request by Peak Property for completion and return of any initial student application form, a guarantor application form or a request for supportive documentation or copies of identification documents. The purpose of this condition is to avoid unreasonable delay in completing the referencing process that would mean we would need to remarket your property to other students.
7. If the landlord decides not to proceed for reasons outside of your control (i.e. The Property is withdrawn from the market) your reservation fee will be returned to you.
8. We reserve the right on behalf of the landlord to display a board at the property at any time during the tenancy.
9. Rents are collected by standing order ONLY and you are required to arrange the payment to leave your account 3 days prior to the next rent due date. If you decide to pay your rent by credit card a 3% charge will be payable. Payments by cheque are no longer accepted by us.

Please note that if you do not pay by standing order, it is your responsibility to ensure the funds reach our bank account by the rent due date and our opening times will not be accepted as excuse for late payment if you choose to pay by card or cash. If paying by card you still need to allow 3 working days for the monies to arrive in Peak Property's Bank account (as this delay is caused by the banking system process and will not arrive until 3 days later). Making payments by card on the rent due date is therefore subject to being considered a late payment as the landlord will not receive your payment in time.

10. Please note that one month after payment of the admin fee or earlier if your move in date is sooner than one month you will be required to sign the contracts and pay any outstanding monies into our account by cash or debit/credit card. Please note that if payment is made by debit or credit card you will need to make payment at least 3

working days prior to moving in. We accept no responsibility for late arrival of Bacs payment into our bank account. We will not allow occupancy until all funds due are received and all contract documents have been signed by the tenant and their guarantors.

11. You agree that we may process, use, record and disclose your personal information. You agree that we may make such enquiries as we consider necessary in connection with this or any future application to, or agreement with, ourselves or any member of the landlords referencing services. You agree that we may disclose information about any of your applications or agreements to any fraud avoidance scheme in which we participate or any credit referencing agency which will keep details of searched information about any accounts, including defaults. You agree we will give your details such as application form, credit reports, copies of your identification, a copy of your signed tenancy agreement document and copies of your references to your landlord. You agree we may share details of your tenancy and your conduct during the tenancy to the South East Alliance of Landlord and Letting Agents (SEAL).

12. Before moving into your home, we will require

- i) Photographic ID for each guarantor and Visa Papers if applicable,
- ii) A proof of address for each guarantor (a utility bill, current tenancy agreement or driving licence),
- iii) A recent wage slip for each guarantor),
- iv) The tenancy Agreement signed by all parties
- v) Sight of the students original passport and any required visa under the Governments "Right to Rent" legislation

#### Tenancy Services Price List

##### Description

1. Weekend Check in / Check out when available £60
2. Missed check out appointments or inspection appointment (where you requested to be present) £42
3. Out of hours home visit due to lost keys or lock out of room £36
4. Replacement key cutting (per key) £10
5. Printed tenancy agreement (emailed free) £12
6. Each additional reference check required £60
7. Tenancy Renewal (subject to variation) current price is £150
8. Overdue rent reminder letter (day after rent due and one letter each week thereafter) £18 each
9. Home visit to report problems with the property – Free
10. Missed appointment for a home visit to report problems with the property if you requested to meet us £35
11. Landlord reference requests – Free
12. Copy rent statements – Free