

## TERMS AND CONDITIONS

**At this stage, all payments made by the applicant are taken by Peak Property as a non refundable reservation fee in order to reserve their accommodation.**

**This non refundable reservation fee will be credited to the applicants rent and deposit account when the tenancy agreement is signed and possession is taken up by the applicant.**

**Once the payment is credited to the tenants rent and deposit account then the tenants deposit will be registered with the required Deposit Protection Scheme, full details of which (including the Prescribed Information Regarding the Deposit) will be presented to the applicant for signature with their tenancy agreement.**

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

1. The reservation fee is non-refundable and is subject to receipt of satisfactory references.
2. We obtain references for all prospective tenants and guarantors including gaining a credit reference for which we use Van Mildert.
3. 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.
4. 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 you lose your job or one of co-tenants withdraw for any reason.
5. If full references have not been provided within 5 working days of initial monies being paid then the Landlord may withdraw the property at their discretion and you will lose your reservation fee.
6. If the Landlord decides not to proceed for reasons outside of your control (ie The property is withdrawn from the market) your reservation fee will be returned to you.
7. We reserve the right on behalf of the Landlord to display a board at the property at any time during the tenancy.
8. Rents are collected by standing order and you will need to set up the payment to leave your account 3 days prior to the rent due date.  
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.
9. Please note that on the working day prior to occupation you will be required to sign the contracts and pay any outstanding monies by **cash or online**. Payments by cheque are no longer accepted by us.

We accept no responsibility for late arrival of Bacs payments into our bank account and will not allow occupancy until funds are received.

10. 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 your application form, credit reports, copies of your identification, a copy of your signed tenancy agreement and copies of your references to your Landlord.

11. Before moving into your home, we will require i) Passport ID for each tenant/guarantor and Visa Papers if applicable, ii) a proof of address for each applicant/guarantor (a utility bill, current tenancy agreement or driving licence) , iii) The Tenancy Agreement signed by all parties

12. All charges specified within this agreement are subject to VAT at the prevailing rate

13. The Tenant and Guarantor agree to carry out business with Peak Property Electronically.

This means that the Tenant and Guarantor must both agree to complete their application forms online, sign the Tenancy Agreement online and sign an Inventory electronically online.

## Tenant Services Price List

Description	Amount
1) Replacement Key Cutting (per key) – To be advised	Receipt to be provided by Peak Property and the cost covered by tenant
2) Missed engineer visit for pre-arranged Gas Safety Inspection (payable directly to engineer)	£35