



## Tenants Terms and Conditions

**Please read the privacy notice to the back of the terms and conditions they must be signed and returned before we can move forward with the application.**

<p><b>Property to rent:</b></p> <p><b>Date you wish to move in:</b></p>
<p><b>TENANTS FULL DETAILS</b></p> <p><b>1<sup>st</sup> Tenant</b> Name <b>MR/MRS/MISS/MS/DR</b> Mob: Email:</p> <p><b>2<sup>nd</sup> Tenant</b> Name <b>MR/MRS/MISS/MS/DR</b> Mob: Email:</p> <p><b>3<sup>rd</sup> Tenant OR Guarantor please circle</b> (please note a guarantor <b>MUST</b> be working full time and living in the UK.) Name <b>MR/MRS/MISS/MS/DR</b> Mob: Email:</p>

### REFERENCES

In order for references to be taken up, it will be necessary for you to complete an application form on line with Van Mildert. The Tenant referencing fees of £200 + £150 tenancy fees are non-refundable if we are not able to proceed with the tenancy due to inadequate references.

**Please sign here to agree to the non-refundable admin fee: .....**

Own Homes are members of The Property Redress Scheme. Tenant's deposits will be held by the DPS Deposit Protection Service.

**CHECK OUT FEE / normally only applies on managed properties**

The tenant/s will be charged a check out fee of £90 Inc. VAT at the end of the tenancy, this will be deducted from the deposit.

**DEPOSIT Own Homes are members of the DPS (Deposit Protection Service)**

One and a half's months deposit will be taken by our office as security against damage, breakages, damages or neglect. **Under no circumstances will your deposit be used in lieu of rent**, and will be refunded in full at the end of the tenancy, providing the final inspection upon vacating the property, is satisfactory to the landlord and Own Homes, The deposit will be held under the Tenancy Deposit Protection Scheme and all monies will be forwarded to them for retention until the end of the tenancy. The Deposit Protection Scheme will then issue you with a Deposit Claim ID Number. **Please ensure that you keep a record of the ID safely as you will require this to reclaim your deposit at the end of your tenancy.**

A cheque for the refund of your deposit will be sent direct to you from The Deposit Protection Service shortly after you vacate the property, providing there is no dispute and you have advised them of your bank details and ID number.

**MOVING IN**

On the day that you are due to move in, it will be necessary to visit our office in order to sign the Tenancy Agreement and pay your outstanding balance. Payment of monies must be cleared funds i.e. cash, bankers draft. We will also require to see your passport to take a copy for the office.

**RENT**

Rent to be paid in advance on start date on the tenancy of each month to Own Homes Lettings Ltd by standing order from your bank. If the property is managed by the Landlord, you will be given these bank details to set up payment direct to the Landlord.

The tenant must pay rent to Own Homes Lettings Ltd for the duration of the time spent in the property that was introduced by Own Homes Ltd, whether it is during a contractual tenancy or statutory periodic tenancy (any time after the expiry of the contractual tenancy). If rent should at any time be paid to the Landlord, the tenant will be liable to pay to Own Homes Lettings Ltd, the commission plus VAT due on that rent.

We cannot accept personnel cheques unfortunately.

In the case of shared accommodation, the full amount is required by the due date.

**AGREEMENT**

At the commencement of the tenancy you will be required to sign the Tenancy Agreement outlining landlord and tenant obligations. Only the names of those on the Tenancy Agreement can reside at the property. Should anyone whose name is on the agreement wish to leave before the end of the tenancy, it must be agreed with those remaining in the property as they would be responsible for the total rent due.

## **SERVICES**

All utility conditions i.e. gas, electricity internet and telephone are the responsibility of the tenant. Please contact the relevant suppliers to arrange these services in your name. On vacating the property you must make sure that you have terminated the supplies, notified the suppliers of your final meter readings and settled accounts. Please make sure you notify our office of the final meter readings. Failure to do so may hold you liable for further supplies once a new tenant has moved in. You must also ensure that both our office and the services have your forwarding address. It is the responsibility of the tenant to maintain a valid television licence for the property.

## **NOTICE TO LEAVE OR RENEWAL**

If you intend to leave the property at the end of your tenancy, you will be required to submit one months notice in writing and it **must** be received at the latest on the last months rent, due date. If you wish to renew the tenancy, we will also require notification at least one month prior to the expiry date of the tenancy. Renewals of tenancy agreements incur a £50 fee.

In exceptional circumstances such as redundancy or enforced relocation it may be possible, at the Landlord's discretion, to re-let the property and release the tenant or tenants from an existing agreement. An additional charge of £100 will be made for this service.

## **INVENTORY**

On moving in you will be given two copies of the inventory of the house contents. Please check this very carefully, tick each item, initial each page and sign and date the last page. It is in your best interest to note any differences in red pen at the time of checking as this will eliminate any discrepancies at the end of your tenancy and protect your deposit. Please return the inventory to our office within 7 days of occupancy. **Failure to do so you are leaving yourself open to charges at the end of the tenancy from your deposit.**

## **INSPECTIONS**

Inspections of the property will be made at regular intervals. If you wish to be present, please make arrangements to be available during office hours. However, no specific appointment can be given. You will be informed of the date of the inspection, but it is not necessary for you to be present as we hold keys to all properties in the office. Nothing is touched during the inspection. It is purely an informal look around to check that the property and the garden, if any, are being taken care of.

## **PETS**

No pets are allowed to be kept on the property during the tenancy without prior written permission from the Landlord via the office. Failure to comply with this could result in being served 'notice to quit'. If permission should be granted for an animal it would be on the understanding that the carpets will be professionally cleaned as well as chemically treated at the end of the tenancy.

## **TENANTS OBLIGATIONS**

Minor maintenance such as replacing the light bulbs, fuses, tap washers, cleaning the gutters and drain blockage, infestation such as ants etc, is the responsibility of the tenant. It is particularly important that the property is secured and that reasonable steps are taken to avoid the freezing of pipes when absent. It is important to note that the tenant will be bound by the terms and conditions of any lease covering flats in managed blocks.

## **DECORATING**

Tenants are not allowed to decorate any part of the property without written permission of the Landlord.

### **TENANTS CONTENT INSURANCE**

It is a part of your tenancy agreement that you must, take out tenant's liability insurance cover for a minimum of £2,500 cover for any accidental damage you may cause to the landlord's fixtures and fittings. We can arrange a quote for you through one of our partners, but you can source this from any provider you wish. You will need to provide a copy of your policy prior to moving in to your new property.

The Landlord grants the tenancy of the property to the named tenant upon the condition that the tenant holds insurance that the Landlord or his Agent considers adequate to protect the tenant's personal possessions and accidental damage caused by the tenant to the furniture, fixtures and fittings at the property as described in the attached inventory.

### **VACATING THE PROPERTY**

If the property is to be re-let or sold, you must be prepared to allow viewings with reasonable notice by prospective tenants or purchasers during the last 28 days of your tenancy. At the end of the tenancy, the inventory is checked and should be as you found it, allowing general wear and tear, the property must be left in a clean condition and the garden maintained. Please ensure that you pay particular attention to ovens, fridge/freezers, toilets, skirting boards, bath, sink and shower plugs-holes and light switches as these areas are usually forgotten. Should these not be in their original standard then you will be charged for the cleaning service. The Landlord reserves the right to pay for this from the deposit before refund can be made. Gardens must have grass cut, with borders weeded and turned over, bad weather is not an acceptable excuse. All keys must be returned to our office along with a forwarding address by close of business on the day of vacation. We reserve the right to charge rent on a daily basis for every day the keys are not returned.

### **MAIL**

Please make arrangements for all mail to be redirected at the end of your tenancy as we, nor the next tenant, can be held responsible for any mail that arrives after you have vacated.

# PRIVACY NOTICE

## Who We Are

Own Homes Limited ('we' or 'us' or 'our') gather and process your personal information in accordance with this privacy notice and in compliance with the relevant data protection regulation and law. This notice provides you with the necessary information regarding your rights and obligations, and explains how, why and when we collect and process your personal data.

Own Homes Limited is a company registered in England and Wales under Company Number 06521842 at Second Floor, 2 Walsworth Road, Hitchin, Herts., SG4 9SP. We are registered with the

Information Commissioner's Office under registration number Z3071971 and are the Data controller.

Our dedicated Data Compliance Officer is Terry Porter, and we can be contacted 41 High Street,

Stevenage, SG1 3AH or by email at [privacy@own-homes.com](mailto:privacy@own-homes.com).

## Information that we collect

Own Homes Limited processes your personal information to meet our legal, statutory and contractual obligations and to provide you with our goods and services. We will never collect any unnecessary personal data from you and do not process your data in any way, other than already specified in this notice.

The personal data we may collect is:

- name;
- address(es);
- email address(es);
- telephone number(s);
- mobile telephone number(s);
- Mortgage company;

We collect information in the following ways:

- online forms;
- telephone;
- via [rightmove.co.uk](https://www.rightmove.co.uk);
- face to face meetings with our staff;

## How we use your Personal Data (Legal Basis for Processing)

Own Homes Limited takes your privacy very seriously and will never disclose, share or sell your data without your consent, unless required to do so by law. We only retain your data for as long as is necessary and for the purposes specified in this notice. Where you have

consented to us providing you with marketing, you are free to withdraw consent at any time. The purposes and reasons for processing your personal data are detailed below:

- we collect your data in the performance of a contract or to provide a service and to ensure sales are completed and paperwork can be sent to your preferred address.
- we collect and store your personal data as part of our legal obligation for business accounting and tax purposes.

## Your Rights

You have the right to access any personal information that Own Homes Limited processes about you and to request information about:

- the personal data we hold about you;
- the purpose of processing the data;
- the categories of personal data concerned;
- the recipients to whom the personal data has or will be disclosed;
- how long we intend to store your personal data;
- if the personal data was not supplied directly by you, the source of the data.

If you believe that we hold any incomplete or inaccurate data about you, you have the right to ask us to correct and or complete the information and we will endeavour to update or correct it as quickly as possible; unless there is a valid reason for not doing so, at which point you will be notified of this.

You also have the right to request erasure of your personal data or to restrict processing in accordance with data protection laws, as well as to object to any direct marketing from us. You also have the right to be informed about any automated decision making that we use. Own Homes currently do not use, and have no plans to introduce, automated decision making.

If we receive a request from you to exercise any of the above rights, we will ask you to verify your identity before acting on the relevant request; this is to ensure that your data is protected and kept secure.

## Sharing and Disclosing your Personal Information

We do not share or disclose any of your personal information without your consent, other than for the purposes specified in this notice or where there is a legal requirement. Own Homes Limited do not use third-parties to provide the below services and business functions.

## Safeguarding Measures

Own Homes Limited takes your privacy seriously and we take every reasonable measure and precaution to protect and secure your personal data. We work hard to protect you and your information from unauthorised access, alteration, disclosure or destruction and have several layers of security measures in place, including SSL, encryption, password protection and physical security.

## Consequences of Not Providing your Data

You are not obliged to provide your personal information to Own Homes Limited, however, as this information is required for us to provide you with our services, or other legitimate interest, we will not be able to offer any of our products and services. You are of course able to opt out of direct marketing at any time.

## How Long do we keep your Information?

Own Homes Limited only ever retains personal information for as long as is necessary and we have strict review and retention policies in place to meet these obligations. Should we have invoiced you for products and services, we are required under United Kingdom tax law to keep your basic personal data (Name, address and contact details) together with the details of invoiced services for a minimum of 6 years following the end of the financial year where processing last took place after which time it may be destroyed.

Where you have consented to us using your details for direct marketing, we will keep such data until you notify us otherwise and or withdraw your consent.

## Promotions and Offers

From time to time, Own Homes Limited would like to contact you with details of the products, services and special offers we have available, competitions we are running or newsletters that we provide. If you consent to us using your contact details for these purposes, you have the right to modify or withdraw your consent at any time by using the subscribe/unsubscribe options or by contacting Own Homes Limited directly.

If you consent to us contacting you with the marketing information described above, please tick to say how you would like us to contact you:

Mail    Email    Telephone    Text message

## Lodging a Complaint

Own Homes Limited only processes your personal information in compliance with this privacy notice and in accordance with the relevant data protection laws. If, however you wish to raise a complaint regarding the processing of your personal data or are unsatisfied with how we have handled your information, you have the right to lodge a complaint with the supervisory authority.

Own Homes Limited

Terry Porter, Data Compliance Officer

41 High Street, Stevenage, Herts., SG1 3AH

Telephone: 01438 367753; email [privacy@own-homes.com](mailto:privacy@own-homes.com)

Information Commissioner's Office

Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Telephone: 0303 123 1113; email [casework@ico.org.uk](mailto:casework@ico.org.uk)

## Your Consent

Own Homes Limited take your privacy seriously and will only process your personal data with your consent and in accordance with the terms stated in our Privacy Policy. If you consent to us collecting and processing your personal data, please sign below.

***Each Tenant to sign as acceptance of these conditions.***

SIGNED.....DATE

SIGNED.....DATE