



# Application for Tenancy

## Assured Shorthold Tenancy (AST)

In completing and signing this form you are instructing Draker Limited, (Co No 07107760), to undertake negotiations with the owner or owners of the property of your choice.

### ABOUT YOU

APPLICANT(S) FULL NAMES .....

CURRENT ADDRESS .....

HOME TEL. .... WORK TEL. .... MOBILE .....

EMAIL .....

OCCUPATION ..... JOB TITLE ..... LENGTH OF EMPLOYMENT .....

EMPLOYMENT DETAILS ..... CURRENT LANDLORD .....

EMPLOYER NAME ..... COMPANY .....

PERSONNEL CONTACT ..... ADDRESS .....

WORK TEL. .... EMAIL .....

DO YOU HAVE ANY PETS? PLEASE SPECIFY. ....

### OTHER DETAILS

NAME(S) AND DATE(S) OF BIRTH OF ANYONE INTENDING TO OCCUPY THE RENTED PROPERTY WITH YOU .....

.....

IF THERE ARE ANY OTHER DETAILS OR INFORMATION OF WHICH YOU BELIEVE REASONABLY THE LANDLORD SHOULD BE AWARE IN RENTING THE PROPERTY TO YOU PLEASE PROVIDE THE DETAILS BELOW

.....

.....

### PROPERTY TO BE RENTED

PROPERTY .....

RENT £ ..... PERIOD OF YOUR REQUESTED TENANCY: ..... YEARS

PROPOSED MOVE IN DATE .....

IF THERE ARE ANY CONDITIONS WHATSOEVER THAT YOU MAY WISH TO ATTACH TO THIS OFFER, PLEASE SPECIFY SAME BELOW:

.....

.....

I / WE HEREBY ACKNOWLEDGE AND CONFIRM THAT ALL THE INFORMATION SUPPLIED ABOVE IS TRUE, ACCURATE AND CORRECT AND THAT I / WE HAVE READ THE TERMS AND CONDITIONS SET OUT OVERLEAF AND THAT BY SIGNING THIS DOCUMENT I AM LEGALLY BOUND BY ITS CONTENTS, TERMS AND CONDITIONS.

SIGNED ..... DATE .....

## TERMS AND CONDITIONS

These terms and conditions (the "Terms"), together with any documents referred to in them and the Application Form, constitute the agreement made between Draker Limited (Co No: 07107760) ("Draker", "we", and "us") (this "Agreement") and the applicant(s). References to "the Landlord" are to the owner or owners of the Property to be rented detailed in the Application Form and references to "the Tenant" are to a person entering into a tenancy agreement with the Landlord. Words and meanings defined in the Application Form shall have the same meaning in these Terms, unless the context otherwise requires.

### 1 Administration Fees.

- 1.1 In line with the Tenant Fees Act 2019 we can confirm that Draker Lettings do not charge any fees with the exception of those set out in the "Early Departure, Tenant's Liability for Landlord's cost and Changes to Tenants and Occupant" section below.

### 1.2 References and Identification

- 1.2.1 On the basis of the information provided overleaf in the Application Form we will take up references and supply same to the Landlord for consideration in granting any tenancy to you. We request that you supply evidence of identification with supporting photographic evidence in the form of a passport or driving licence with photograph appended. It remains your responsibility to ensure we are supplied with copies of adequate references in a timely manner. We are unable to allow any tenancy to proceed on the provision of partial references being provided by the date you are due to move in. Draker reserves the right to cancel any move in on behalf of the Landlord where unsatisfactory or late references are provided.

### 1.3 Fraud Detection & Anti-Money Laundering

- 1.3.1 As a part of our fraud detection and anti-money laundering checks and in line with industry best practice, Draker will electronically confirm your identity using Smart search technology ([www.smartsearch.co.uk](http://www.smartsearch.co.uk)). We will conduct an anti-money laundering search and electronic identification verification using documents

and data provided by you (usually a passport copy, home address, driver's license and National Insurance number). At no point will Draker share any of this data with any third party and all information provided will be electronically protected using appropriate online security measures.

### 1.4 Right to Rent

- 1.4.1 Under Section 22 of the Immigration Act 2014 you must provide the Landlord with evidence that you have valid leave to remain in the UK and thus the 'Right to Rent' before you will be given access to the property. This applies to any occupants of the property who are over the age of 18. Follow up checks will also be done either prior to the expiry of any Visa you may have or 12 months after the start date of your tenancy, whichever is longest. It is your responsibility to ensure that you have the necessary documentation for the follow up checks.

### 1.5 Deposits

- 1.5.1 A deposit of a sum equal to five or six weeks rent (the "Deposit") must be paid in cleared funds upon signature of the tenancy agreement, unless otherwise agreed, and shall be in accordance with the terms of the tenancy agreement and, if applicable, under any deposit protection scheme then in operation. All deductions made from the deposit at the termination of the tenancy agreement shall only be made in accordance with this Agreement and any provisions in the tenancy agreement. The tenancy agreement is made between the Landlord and the Tenant and, accordingly, the Tenant acknowledges that the Tenant cannot hold Draker liable for any deductions that may fall into dispute or disagreement. Any interest due on the Deposit will belong to Draker.

### 1.6 Keys

- 1.6.1 Before the end of your tenancy and within 30 days prior to the end date, you agree to submit in writing to Draker the number of keys in your possession and confirm where the keys will be returned to. You will notify Draker should you be returning a different number of keys than what was provided to you at the start of your tenancy. You accept that failure to return all sets of keys by the expiry of your tenancy, unless otherwise agreed in

writing, creates an unreasonable security risk that may result in a delay to the release of the deposit until any issues concerning the keys and security of the property are resolved with your landlord.

### 1.7 Check in and out procedure

- 1.7.1 Draker will contact you ahead of the end of your Tenancy to remind you of the end date and any contractual obligations placed on you as the tenant. Where there is a requirement to arrange a check out inventory we will contact you in advance to make the booking at a convenient time and to enable you to return the keys on the day of your departure. If the Landlord is arranging the check out themselves, they will contact you directly to confirm the details.

### 1.8 Condition and Furnishings

- 1.8.1 The level of furnishing provided at the property will be as when the Tenant views the Property, unless something is agreed in writing and acknowledged in the tenancy agreement. Whilst Draker makes every attempt to portray all advertised properties as clearly as possible using floor plans and photographs, it cannot be responsible for the individual's satisfaction upon moving in when the Tenant has not viewed the Property in person.

### 1.9 Rental payments

- 1.9.1 On signing of the tenancy agreement, the first rent payment must be paid in cleared funds. All subsequent rent payments must be made by bankers' standing order, unless otherwise agreed, and must be made on or before the due dates specified in the tenancy agreement. You should ensure that when establishing any standing order sufficient time is allowed from payment date so as to ensure that rent payments arrive on the due dates.

## 2 Management of the Property

- 2.1 When the tenancy agreement commences you will be advised who undertakes the management of the Property as it will not necessarily be Draker. If Draker does not undertake the management of the Property we cannot approve or authorise any repairs, maintenance

or other works to the Property or in any way control how these are undertaken or carried out. If Draker undertakes the management of the Property and holds its keys we can, with your permission, provide access to any contractors. If we do not hold keys, it remains your responsibility to provide any access necessary at all reasonable times to allow any repairs, maintenance or other works.

### 2.2 Early Departure, Tenant's Liability for Landlord's Costs and Changes to Tenants and Occupant

- 2.2.1 If you wish to terminate the tenancy before the legal date of termination and your Landlord agrees to this earlier termination then you will be liable for any proportion of the commission payable by the Landlord to Draker for the remainder of the period of the tenancy had the tenancy run its full term. This will not apply in the event that the tenancy agreement has an agreed break clause and the early termination is as a result of termination permitted by that break clause.

If there is any change in the identity of the Tenant or Tenants occupying any rented premises you must, prior to any changes, obtain the approval in writing of the Landlord, such approval not to be unreasonably withheld and, subject to the Landlord being provided with relevant details or any incoming Tenant, to enable the Landlord to seek references and carry out identification checks. If the Landlord approves any such changes Draker will draw up an amended tenancy agreement for signature by all parties and you will be responsible for the costs of same amounting to **£50** including VAT. You must notify the Landlord in writing of any additions to, or change in, the occupancy status of those family members under the age of 18. The same charge will apply for any renewal or extension of the original tenancy terms.

If you would like to propose any amendments to the tenancy agreement, you will first need to seek the approval of the Landlord. Once approval has been given in writing by the Landlord, such approval not to be unreasonably withheld, Draker will draw up an addendum to the original tenancy agreement for signature by all parties and you will be responsible for

the cost amounting to **£50** including VAT.

Any charges remaining outstanding at the end of the rental agreement may be deducted from the tenancy agreement Deposit.

## 2.3 Insurance

2.3.1 It remains your responsibility at all times during the term of the tenancy agreement to insure your personal belongings and property.

## 2.4 Utilities

2.4.1 During the term of the tenancy agreement, you are responsible for payment of all utility bills, including gas, water, electricity, cable and telephone services supplied to or at the Property and council tax. It remains your responsibility to advise all the suppliers of these services that you are taking possession of the Property and at the appropriate time vacating the same. If there is a television appliance at the Property, it is your responsibility to ensure that a television licence is in force during the period of the tenancy agreement.

If it is found that the utilities have not been opened or closed for the duration of your tenancy, we reserve the right to pass on your contact details to the relevant supplier along with any forwarding address provided by you.

## 2.5 HM Revenue and Customs

2.5.1 If the tenancy agreement requires payment of the rent directly into the bank account of the Landlord and the Landlord is resident outside the United Kingdom it is your responsibility to comply with the statutory requirements for deducting tax at source under the Non-Resident Landlords Scheme and accounting to HMRC accordingly. Draker can provide further advice on this issue where it applies to your tenancy agreement.

## 2.6 Value Added Tax

2.6.1 Any changes levied by Draker are subject to VAT at the prevailing rates from time to time in force.

## 2.7 Payments to and from Overseas Bank Accounts

2.7.1 You are responsible for any bank charges levied for payments made either by you or to you for monies sent from or to a non-UK bank account. Should you provide us with incorrect bank details which causes monies paid to you by Draker to 'bounce back' and incur any additional charges then you will also be responsible for these.

## 2.8 Data Protection

2.8.1 In carrying out our obligations under this Agreement we will comply with the provisions of the Data Protection Act 1998 to prevent unauthorised access to and use of any personal data relating to you. We will only use personal data that we hold to provide the services as set out in this Agreement and any related tenancy agreement unless we are required to disclose by law or any regulations of any governmental or similar authority.

## 2.9 Your Right to Cancel

2.9.1 If you are an individual entering into this Agreement otherwise than as part of your business and where you have signed it away from our offices after face to face negotiations or if all the negotiations have been by phone and or email and you have not met our representative face to face, under the terms of Consumer Contracts (Information, Cancellation and Charges) Regulations 2013 you have a right to cancel this Agreement within 14 days of signing it. You do not have to give any reason for cancelling.

If the above circumstances apply and you wish to cancel this Agreement, you must do so in writing and deliver the notification of the cancellation to us personally, by post or sending it by email to the Managing Director. A form of cancellation notice is provided below:

To: Managing Director, Draker Limited, 1 Holbein Place,  
London SW1W 8NS Email: [ ]

I/We hereby give notice that I/we wish to cancel our Agreement [ref no/details of the Property] with you for the provision of services signed by us on [ ]

Name(s):

Addresses:

Signature(s):

Date:

Where you request that we begin to provide the services in this Agreement immediately and you subsequently cancel this Agreement during the cancellation period, you accept that you will have to pay us any amounts that have properly become due to us under this Agreement in relation to services already provided on your behalf.

A tenancy agreement entered into between a Landlord and you is separate from this Agreement made between you and Draker. The cancellation of this Agreement will not terminate a tenancy agreement and the right to cancel set out in this clause relates solely to this Agreement.

### 3.0 Complaints

- 3.1 If you should have any complaint concerning our services and which you are unable to resolve after discussion with the representative or negotiator of Draker you are requested to place your complaint in writing to a Manager whose details can be obtained by contacting Draker. An acknowledgment will be made to you

with 3 working days of receipt of the complaint and a formal investigation will then be made. We will use best endeavours to provide you with a written response within 15 working days of receiving your complaint or let you know where that timetable cannot be met. If the complaint has not been resolved to your satisfaction, you have the right to complain to our Managing Director.

We are a member of The Property Ombudsman (TPO) Scheme. We therefore endeavour to comply with their Codes of Practice for Lettings from time to time in force. We can provide copies on request. Where a complaint to us has not been settled by us to your satisfaction, you have the right to complain to TPO within six months of receiving our final written viewpoint.

Draker reserves the right to make changes to these standard terms and conditions and any charging rates on reasonable notice in writing.

## DECLARATION

I / We have read and accept these terms and conditions set out in this Agreement and wish you to process this Application. ☐

I request that Draker processes this Application before the cancellation period has expired. ☐

SIGNATURE .....

DATE .....

### DRAKER LETTINGS

1 HOLBEIN PLACE LONDON SW1W 8NS T +44 (0)20 7042 9100 E INFO@DRAKER.CO.UK

COMPANY NUMBER 07107760 VAT NUMBER 987201501

Draker Lettings is a member of The Property Ombudsman, Client Money Protect and operates a full client monies protection scheme which means that all client funds are protected at all times. We are also members of the government authorised My Deposits protection scheme, ensuring that all tenants' deposits are handled correctly to give both tenants and landlords peace of mind.