

Stuart Smith (Derby) Ltd.

Residential Property Management

49/50 Queen Street

Derby

DE1 3DE

www.stuartsmith.co.uk

e- mail: enquiries@stuartsmith.co.uk



Tel: 01332 340461

Fax: 01332 344154

Application Fee £90 incl. VAT per person (Over 18)
Passport / Birth Certificate & Driving License
3 x Monthly Bank Statements

3 x Wage Slips / or 3 years Accounts
Utility Bill (Current Address)

Carter Chartered Surveyors: Important guidelines for all prospective guarantors

Before setting up a tenancy we will take up references before we approach the Landlord for their formal acceptance of the tenancy.

Stuart Smith [Derby] Limited uses an independent credit check company to deal with the referencing process.

In order to assist you, it is important that you supply us with mandatory information to ensure that you are properly referenced.

You will also go through Right to Rent checks that are a mandatory requirement for all applicants under the Immigration Act 2016.

It is essential that ALL the information requested is supplied and that this form is completed in FULL and clearly. Any missing information will delay your application.

When completing the reference application form will need to have the following information/supporting documents with you:

- The full address of your current property, including the post code
- Your bank details including account number and sort code
- If you have lived at your address for less than 3 years, a list of all previous addresses with post codes and dates of occupation
- The full company name, address and post code of your employer (if applicable)
- A contact name, telephone number and email address for your employer
- When specifying your annual salary (if applicable) please quote this as a gross amount (i.e. before stoppages) and include your basic salary plus any regular bonuses or commissions

All telephone and fax numbers given must include the full area code

Please ensure that all referees and Next of Kin that you have nominated have been advised that they will be contacted by us in relation to the tenancy or the referencing company.

A Guarantor must **be over 25, a home owner, with assets in the UK and in employment.**

Please note that in line with General Data Protection regulations 2018 (GDPR) you are required to obtain permission from referees, guarantors and Next of Kin in order for us or the referencing company to contact them.

GUARANTOR APPLICATION FORM: TERMS OF CONTRACT

Please note – being a Guarantor is a financial responsibility. In the event of default by a tenant, the Guarantor is legally liable to pay the landlord rent plus losses, expenses or damages where the tenant fails to carry out his obligations under the lease. Legally a Guarantor is defined as: "a person who agrees to take on the debt, financial or otherwise, relating to a specific property if any or all the Tenants fails to pay rent or breaches any obligation of the Assured Shorthold Tenancy Agreement."

- The landlord has instructed us to act on their behalf and source suitable tenants; having viewed the property and arrived at a decision to make application to rent, it has been found that a Guarantor is required to secure the tenancy.

- As Guarantor you are required to provide personal details ranging from name and address to occupation and salary to passport / ID for Right to Rent checks. You are required to provide financial, employer, character and landlord/agent references as we can only agree to a tenancy on behalf of the landlord, subject to satisfactory replies from those referees. Our checks will also include a search of the Credit Registers to establish your financial credibility. This is necessary for your prospective landlord to confirm that your application is suitable and satisfactory.
- The Guarantor must be a home owner.
- All properties are let as seen and are available for six months initially: Applications are subject to provision of all information required as detailed below, and employer/Landlord references/full credit check. The applicants are not guaranteed the property until the application process is complete & all parties agree to the terms & conditions of the Tenancy.
- Stuart Smith charge an administration fee on Guarantor application of £90.00 per person incl. VAT @ 20% subject to contract. Should I fail to disclose relevant information, my references prove unsuitable or the information given prove to be incorrect, or I cancel this application or withdraw my application I confirm that I am aware that this amount will **NOT** be refunded. I understand and agree that should the application be declined, **no explanation will be given by the agent/landlord**. Should the Landlord withdraw the property Stuart Smith will refund this fee. **Please note the property is not fully secured and viewings will continue until the administration fee is paid and the application is confirmed. Copy of EPC is provided at the viewing of the property; a copy of the sample lease will be issued to the prospective tenant on application via email.**
- If Tenant(s) / Guarantor change a commencement date of the tenancy after agreement and preparation/issue of leases, there will be an additional administration charge of £60.00 incl. VAT @ 20% for preparation and subsequent issue of new leases.
- **Please note the property is not fully secured and viewings will continue until the administration fee is paid and the application is confirmed. Copy of EPC is provided at the viewing of the property; a copy of the sample lease will be issued to the prospective tenant and guarantor on application via email.**
- A deposit is required for every tenancy. Deposits are equivalent to a month and half rent i.e. if the rent is £520.00 the deposit is £780.00. Stuart Smith [Derby] Limited / the Landlord reserve the right to request additional deposit. Tenants deposits will be registered in line with current regulations; the tenant(s) understand & agree that the "Lead" tenant details provided on this form will be used for registration and release of the deposit held. Stuart Smith [Derby] Limited / the Landlord reserve the right to request additional deposit. Tenants' deposits will be registered in line with current regulations and full documentation will be provided at commencement of tenancy in line with current legislation. The tenant(s) understand & agree that the "Lead" tenant details provided on this form will be used for registration and release of the deposit held.
- **Stuart Smith require the sight/copies of:- Original Passport, Birth certificate, driving licence or national identity card for confirmation of identity - 3 month's payslips - 3 months of bank statements - a current utility bill or council tax bill as proof of current address - Evidence of payment of existing mortgage/rent - 3 years audited accounts if self-employed [or if owning 20%+ of a business.] All documentation must be provided within 3 days of application or the property will be re-advertised with no refund of fees. If one or more of the documentation requested cannot be provided the tenant may need to either pay 6 months in advance and/or supply a guarantor. This will be confirmed by Stuart Smith [Derby] Ltd.**
- **The Guarantor must be present at the office at time of handover or a signature be obtained prior to the collection of keys; please note that handover appointments are offered Monday – Friday between the hours of 9.30am – 4.30pm at the offices of Stuart Smith.**
- Rents are to be paid by standing order on the 1st of each month and are exclusive of utilities/bills and council tax unless otherwise stated. All rents fall due on the 1st of each month, with an apportionment due from commencement date of the tenancy to the end of the first month; i.e. If a tenancy commences on the 24th of a month, rent will be required from 24 to the end of the month, plus rent for the next month at handover. Rent is then similarly apportioned at the end of the tenancy. Should rent not be paid on the due date, we will be contacting you as Guarantor.
- It is the Tenant[s] responsibility to inform relevant authorities (gas, electricity, water, telephone and local authority) of their occupation to facilitate the transfer of accounts into tenants names; Stuart Smith reserve the right to see evidence that all accounts are settled in full at the end of the tenancy. Further, the Tenant agrees to provide evidence of the water bill being paid up to date to the end of the tenancy; the deposit will not be released without such evidence being provided.
- Once the initial fixed term tenancy has expired, and subject to negotiation with the Landlord/Tenant[s], a further agreement for a period of 6/12 months or a periodic tenancy *may* be issued to the Tenant[s] and a further Assured Shorthold Tenancy Agreement will be sent to you for signature.
- Tenants deposits will be registered in line with current regulations and full documentation will be provided at commencement of tenancy to the tenants in line with current legislation.
- If you have County Court Judgements (CCJ) IVAs or have been declared bankrupt it may prove impossible to grant you a Tenancy unless satisfactory evidence of the clearance of debt is produced prior to the commencement of the Tenancy. If you have any adverse credit or defaults registered against you but do not declare them on your application form, you will be automatically disqualified from proceeding with the tenancy. You are therefore advised in all circumstances of known or suspected bad credit to discuss the situation fully at the outset so we may properly advise you of how your application may proceed before you commit to any application fee.

PLEASE COMPLETE EACH SECTION OF THIS FORM IN FULL & IN BLOCK CAPITALS. FAILURE TO FULLY COMPLETE THE FORM WILL RESULT IN YOUR APPLICATION BEING DELAYED

I/We understand that this application is **NOT** an offer of tenancy. The application is necessary to validate the details we have provided in support of our requirement for tenancy and, once a successful referencing pass has been received, the Landlord will be requested to formally accept the application. No tenancy can be offered until such formal acceptance has been received by **Stuart Smith [Derby] Limited**.

Please note that the Guarantor must be over 25 years and over **MUST** be a home owner. Please be advised that all details will be checked and verified so it will assist in the prompt processing of your application.

The property the applicants wish to rent:

Details of Guarantor Applicant

Title: Mr /Mrs /Ms /Miss /Dr /Other **Current residential status** Homeowner

First Names: Surname:

Date of Birth: Marital Status: Married / Single / Divorced / Widowed

Nationality..... Passport country of issue.....

Passport start date..... End date

NI number:

Do you require a visa to be in the UK? If so please provide details of issue and expiry.....

Current Address:

..... Postcode:

Home Tel NO: Mobile Tel NO: [Please note; a mobile number is required in order for your deposit to be registered in line with current legislation]

Work Tel NO: Fax Number:

Email:

Employment Details

Name and Address of employer incl. Postcode:

Position/Job Title: Date Commenced:

Annual Gross Salary: £..... Bonus information:

Tel No: Fax No:

Email address of employer for obtaining reference:

Contact name or Department / title for reference:
[Please ensure that a surname is provided. If current employment is less than 6 months, please provide previous employment details on a separate sheet]

Details of additional sources of income or financial facts:.....
.....

Bank details:

Bank/ Building society name: Address:
..... Postcode:

Account name:

Sort Code: Account number:

Contact details of Next of Kin

Name: Address:
..... Postcode:

Home No: Mobile No:

Work No: Relationship to applicant:

Self Employment Details

Please supply copies of your last 3 years audited / certified accounts together with accountant contact details to include telephone number on separate sheet.

Please note that self employed persons, and all applicants who own more than 20% of shares in the company, will be required to supply three years company accounts.

General

Have you ever had a criminal record? Yes No

Have you ever had any County Court Judgements, Judgements, Court Decrees, Bankruptcy or Administration orders against yourself? Yes No

If yes, Please provide full details:
.....

Fees

The guarantor application fee is detailed above and should be enclosed with this application;

This fee is a non-refundable fee to cover our administration costs.

Payment of this fee can be made by debit card or bank transfer [please contact the office on 01332 340461 to obtain bank details] but must be made in cleared funds before the tenancy begins.

If the Landlord refuses to proceed, despite satisfactory references, the fee will be refunded.

If the let does not go ahead due to unsatisfactory references, credit check or failed Right to Rent checks or it becomes apparent that facts given to us in this application prove to be untruthful, we regret that the application fee will **NOT** be returned to you.

Acceptance and Declaration

It is your duty and responsibility to provide complete and accurate information when completing this form. It is your responsibility to ensure that we are notified in **WRITING** of any changes to the information and data you have provided in relation to this form or when the tenancy has been granted. We cannot be held responsible for incorrect data held in the event of non-disclosure.

Under the GDPR 2018, we must always have a lawful and legitimate basis for using personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests to use it. Your personal data will be used for following purposes:

1. Referencing you and carrying out Right to Rent checks
2. Communicating with you on matters relating to the tenancy. This may include responding to emails, letters, texts or phone calls from you.

Information provided under the performance of this Agreement may be shared with the Landlord and other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, tracing agents, our legal representatives, solicitors, and mortgage lenders, maintenance contractors, utility switch over companies, chartered surveyors, estate agents.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods for six years.

Your attention is drawn to our Privacy Policy which can be found on www.stuartsmith.co.uk. The Privacy Policy sets out what information we obtain and how we use it.

I confirm that the information supplied, to the best of my knowledge and belief, to be true.

I consent to this information being verified by contacting the third parties.

I understand that the results of the findings will be forwarded to the appointed letting agent and/or landlord and may be accessed again should I default on my rental payments or apply for a new tenancy agreement in the future.

I agree that searches of a Credit Reference Agency will take place.

I also understand that in the event of my defaulting on rental payments, that any such default may be recorded with the Credit Reference Agency who may supply the information to other credit companies or insurers in the quest for the responsible granting of tenancies, insurance and credit.

I understand that in the event of any default by me in the covenants in my tenancy agreement with my landlord, the information contained herein may be disclosed to tracing companies and/or debt collection agencies in order to recover any monies due or to trace my whereabouts.

I understand that in any information within this application is found to be untrue, it is grounds for termination of the tenancy.

I also understand that any default in the payment of rent will affect any future application for tenancies, credit or insurance.

Please ensure this form is returned to Stuart Smith [Derby] Limited with 10 days of your viewing. Failure to return this application within this period will result in the property being re-advertised and any fees paid forfeited.

Signature of Guarantor: **Date:**