

Application for Tenancy & Tenants Guide

(This document is not a tenancy contract)

Bush & Co Property Management Ltd (Bush & Co) takes your privacy seriously and we will only collect the information we will need to provide our service to you. Bush & Co will be what is known as your Data Controller and, as we also process the information, we are your Data Processor.

When you have chosen your property, we may need to pass your information to a third party. For example, a credit reference agency or an inventory clerk to help at the check in and check out stage. We only use trusted third parties, who will also respect and protect your information. We will always tell you when this is necessary and ask for your permission to go ahead.

A full copy of our Privacy Policy is provided with this guide.

The following information will be used to administrate your tenancy with Bush & Co and to compile the tenancy agreement itself. It is essential that all information you provide is accurate and complete, as failure to do so may result in additional charges being raised and, in some circumstances, will delay, or even prevent, the tenancy from proceeding.

Please provide TWO forms of ID with your application. One should be Photo ID (passport, driving licence, etc.) and one a utility bill or bank statement (issued within the last three months) showing your current address – please get in touch if you have any questions regarding this. If you are not a British or Irish citizen, you must also provide your right to rent share code given to confirm your settled or pre-settled status.

Proposed tenancy address: _____

_____ **Postcode:** _____

Proposed Start Date: _____

Length of Tenancy: _____ **MONTHS**

Applicant's details:

Please complete all personal details for each perspective tenant.

Applicant 1:	
Title:	
Forename(s):	
Surname:	
Mobile No.:	
Email:	
Current Address:	Postcode:

Applicant 2:	
Title:	
Forename(s):	
Surname:	
Mobile No.:	
Email:	
Current Address:	Postcode:

Applicant 3:	
Title:	
Forename(s):	
Surname:	
Mobile No.:	
Email:	
Current Address:	Postcode:

Applicant 4:	
Title:	
Forename(s):	
Surname:	
Mobile No.:	
Email:	
Current Address:	Postcode:

Children (age):	
Pets:	

This document contains important information and advice regarding the proposed tenancy and your rights and responsibilities therein. Please ensure you have read and fully understand the content as by signing this document, you are confirming that the information provided by you is correct and complete and that you accept our terms.

Deposit (Holding):

To indicate your serious intentions to proceed with renting the property, as with most lettings

agencies we require that a holding deposit be paid. This must be in the form of a bank transfer or debit/credit card payment (we cannot accept AMEX cards) only otherwise the property will not effectively be secured. This will be held against our expenses in processing your application, and if your application is successful, will be deducted from the payment of your first month's rent. This payment does not oblige the landlord to let the property concerned or any other property to you and it does not commit the landlord to granting a tenancy or constitute an offer of tenancy. No interest will be paid on this or any deposit to which you are, or maybe, entitled.

If your application is unsuccessful because you or any proposed joint tenant change your mind and withdraw or because we, the referencing agency or the landlord deem your references unsatisfactory, or the commencement date is delayed by you for more than seven days from the date of signature, then no money will be refunded to you. However, if the landlord decides not to proceed for any other reason, then we will return your money in full.

In the event of money being returned to you, all refunds are by bank transfer only and in the form of one payment – in the case of a group tenancy, to one single designated tenant. You should allow a minimum of 7 working days for dispatch of this refund.

If the tenancy commences, the holding deposit is deducted from the payment of the first month's rent leaving the balance of the start of tenancy monies payable upon completion of the tenancy agreement, prior to commencement and move in. Should the tenant decide not to take the property the holding deposit is not refundable.

Dilapidations Deposit:

If a tenancy agreement is entered into, the deposit, which is equal to 5 weeks rent, will be registered with the Tenancy Deposit Scheme (TDS) within thirty days of the start of the tenancy, details of which will be contained in the tenancy agreement. If there are any disputes at the end of the tenancy with regards to the deposit, that cannot be mediated by us as agents, they can be independently adjudicated by the TDS, whose decision will be final. Deposit returns are not split between individual tenants.

Emergency Maintenance:

Bush & Co provides contact numbers for out-of-hours/emergency issues (this will depend on whether your tenancy is managed by Bush & Co or directly by the landlord). These numbers are to be used in preference to any other contractor and only in the strict circumstance of an emergency, not for routine or non-emergency repairs. Misuse will result in the tenant being charged for the call-out. Emergency numbers can be accessed by calling the office number out of hours and listening to the answer machine message.

Guarantor:

In certain circumstances a guarantor may be required to guarantee the rent for the tenancy. The guarantor must be a UK resident with adequate means to cover the rent payment. The guarantor will need to pass satisfactory references and will be asked to sign a Guarantor Agreement.

Insurance:

The owner will take responsibility for insuring the building but it is recommended that all tenants have contents insurance in place that covers accidental damage and liability.

Inventory:

An inventory of contents and schedule of condition will be prepared for each fully managed property by an independent inventory clerk. You will be asked to check the property against the inventory and detail any discrepancies to the inventory clerk. It is essential that you do check the inventory as this will be used for the end of tenancy check out.

Rent Payment:

Rent must be paid by the rent due date each month. The due date is the day of the month on which the tenancy commenced. Payment should be made by standing order. Share groups must arrange to make one joint payment.

Repairs:

It is essential that all maintenance issues are reported to Bush & Co promptly (this will depend on whether your tenancy is managed by Bush & Co or directly by the landlord). The owner will be responsible for the repair and maintenance of the services and fabric of the building, together with any fixtures and fittings e.g. kitchen appliances where supplied, except where the fault is due to misuse or damage by the tenants. We have a duty to report all maintenance problems to the owner and to await their instructions before instructing a contractor to attend the property.

Termination:

When you wish to leave the property, you must give one months written notice ending on the last day of a period of the tenancy. The owner is required to give a minimum of two months notice to take the property back.

Upon termination of the tenancy, the property is to be fully cleaned and all furniture should be replaced to the original position as at commencement. Fridges and freezers are to be defrosted and cleaned, with all food removed from the property, ovens and microwaves are to be cleaned properly, as are bathrooms. Carpets should be professionally steam cleaned and a receipt supplied to the agent for this. All personal items are to be removed from the property. Any items left will be removed and may be discarded. Costs incurred in undertaking these requirements or completing unsatisfactory efforts will be charged to the tenants.

Third parties:

At no time will a member of Bush & Co staff enter into dialogue, correspondence or contact of any kind regarding the tenancy with any third parties, whether related to a tenant or not. Only tenants listed on the tenancy agreement are relevant to any issues regarding the tenancy. In the case of two or more tenants residing at the property any correspondence about the tenancy will be conducted with one designated tenant rather than all tenants on the agreement. If there is a guarantor on the tenancy, then only financial matters relating to the tenancy will be discussed.

Utilities:

It is essential that tenants complete the necessary application forms and pay the relevant charges for the telephone, gas, water and electricity, failing which the services will probably be disconnected soon after taking occupation. It is the responsibility of the tenant to arrange final readings for these services prior to vacating the property in order to discharge any further liability and to ensure that the relevant deposits are returned. The tenant must make arrangements to pay the electricity, gas, council tax and water charges during the term of the Tenancy.

Please DO NOT have the utilities disconnected.

Summary of charges:

First months rent in advance:	£
Security deposit:	£
Total:	£
Minus holding deposit received:	£
Balance monies due:	£

Payment is accepted by bank transfer or by debit/credit card only – please note we do not accept AMEX cards.

I/we agree that the holding deposit may be held by Bush & Co until the tenancy start date and will be deducted from the payment of the first months rent.

Signed by applicant(s): _____

Print name(s): _____

Date: _____

Fees:

Holding Deposit: Sum equivalent to one weeks rent

The holding deposit is payable when your application for a property has been accepted, however it does not guarantee that the tenancy will proceed. If the tenancy proceeds, the holding deposit is deducted from the first months rent.

Dilapidation Deposit: Sum equivalent to five weeks rent
(Registered in the Tenancy Deposit Scheme)

The following fees and charges include VAT.

Company Let Administration Fee: £350.00

Change of Tenant in a Shared Property: £50.00

A new tenancy agreement is required if there is a change of tenant in a shared property.

Early Termination Fee: £240.00

Lost Key(s) / Other Security Device: Tenants are responsible for replacing lost keys.

Bush & Co Property Management Ltd VAT Registration number is 711500590.

Privacy Policy

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This Privacy Policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

We have tried to keep our Privacy Policy clear and understandable by everyone who reads it.

Our Contact Details:

Name: Bush & Co Property Management Ltd t/a Bush & Co.
Address: 8 The Broadway, Mill Road, Cambridge CB1 3AH
Phone Number: 01223 508085
E-mail: lettings@bushandco.co.uk
Website: www.bushandco.co.uk

This Privacy Policy was completed on 25/09/2023.

Type of Personal Information We Collect:

We currently collect and process the following personal information:

- Name and contact details of Landlords, identity, rental property details and bank details for matters relating to lettings and paying rental monies;
- Name and contact details of Tenants and Applicants, rental agreements, identity, status, bank and financial details and lettings history;
- Names and contact details and payment information of suppliers and agencies;
- Employee data;
- Website user statistics

How We Get the Personal Information and Why We Have It:

Most of the personal information we process is provided to us directly by you for one of the following reasons:

- Landlords – To communicate with you with regard to letting or maintaining your property and payment of rental income
- Tenants and Applicants – To communicate, reference and verify on matters relating to the tenancy, including, rental charges, maintenance and property inspections

Personal Information Received Indirectly:

We also receive personal information indirectly, from the following sources:

- Agencies and suppliers

Use of Your Information:

We use the information that you have given us in order to

- To facilitate the rental and maintenance of residential property

We may share this information with:

- Agencies, suppliers and solicitors

Lawful Bases of Processing Information:

Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

- Your consent. You are able to remove your consent at any time. You can do this by contacting lettings@bushandco.co.uk
- We have a contractual obligation
- We have a legal obligation

How We Store Your Personal Information:

Your information is securely stored.

We keep Landlords information for the duration of the tenancy plus 7 years. We will then dispose of your information by deleting any electronic record and destroying any paper records.

We keep Tenants information for the duration of the tenancy plus 7 years. We will then dispose of your information by deleting any electronic record and destroying any paper records.

We keep Applicants information for 7 years. We will then dispose of your information by deleting any electronic record and destroying any paper records.

We keep suppliers information for 7 years. We will then dispose your information by deleting any electronic record and destroying any paper records.

Electronic data is stored on the CFP server located in the Bush & Co lettings office for 7 years or the duration of the tenancy plus 7 years.

Your Data Protection Rights:

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at:

Bush & Co Property Management Ltd t/a Bush & Co.
8 The Broadway
Mill Road
Cambridge
CB1 3AH

Email: lettings@bushandco.co.uk

Phone Number: 01223 508085
if you wish to make a request.

How to Complain:

If you have any concerns about our use of your personal information, you can make a complaint to us at Bush & Co Property Management Ltd t/a Bush & Co., 8 The Broadway, Mill Road, Cambridge CB1 3AH.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office
Wycliffe House, Water Lane,
Wilmslow, Cheshire SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>