

## **Terms and Conditions – City Club Apartments**

**You may view the property without obligation. Once you submit an application and pay a deposit we assume that you intend to proceed with a tenancy with Downing Living.**

1. **Tenancy:** The property is let on an ‘Assured shorthold tenancy.’ (AST) Please see sample tenancy)
2. **ID:** Each adult must complete an application form and provide a current form of photo ID in line with the [Right to Rent check legislation](#).
3. **Costs:** If you do not proceed with a tenancy or you cancel the application, you may incur charges for administration costs. If the Landlord cancels the application (for any reason) you will be refunded any deposit paid.
4. **Deposit:** A deposit must be paid to reserve the property. The deposit will be held as a damage deposit upon acceptance of the (AST) and is refundable in accordance with the terms and conditions of the application and tenancy agreement.
5. **The Tenant:** The tenant is responsible for the tenancy and rent whether or not they reside on the property for the full term of the agreement as specified in the tenancy terms and conditions and as outlined in the AST.
6. **Guarantor:** A UK based Guarantor is required for each tenancy to guarantee the terms and conditions and rent paid for the tenancy in accordance with the tenancy agreement. (not applicable to international students.)
7. **Confirmation:** You will receive an email to confirm receipt of your application and deposit paid.
8. **Allocation:** You will be allocated a property as requested and the allocation will be held for 2 weeks whilst the relevant references and rent checks are completed
9. **References:** References and credit checks will be undertaken for each applicant. Upon completion of all references and checks we will contact you with the tenancy offer, the terms and conditions of the tenancy and details of how we protect your deposit.
10. **Right to Rent:** Right to Rent checks are a legal requirement for Landlords (and / or) agents to be completed when renting private accommodation. All prospective tenants must provide relevant acceptable documents to confirm their [right to rent in the UK](#).
11. **Insurance:** Personal contents insurance is included in the rent with Endsleigh Insurance. You have the option to review and upgrade the policy (as you choose).
12. **No Smoking:** There is a No Smoking policy in operation throughout all Downing Living properties

13. **Inspections:** Inspections of the property will be conducted from time to time for Health and Safety and maintenance/facility reasons. (Advance notice will be given in accordance with the tenancy, unless there is an Emergency situation when Emergency access is required)
14. **Repairs:** Downing Living offer a maintenance support team and out of hours emergency contact.
15. **Pets** are not allowed
16. **Keys:** Keys will only be issued to the person or persons specified in the tenancy agreement.
17. **Breach of Tenancy:** Where there has been a breach of the tenancy agreement (including the non-payment of rent) the Landlord or its agent reserve the right to seek eviction of the tenants but without prejudice to any obligations which the tenant may have under by virtue of the agreement.
18. **Property:** Every effort is made to ensure that the property information provided is correct. If you are unsure about the property please contact Downing Living. Please note that show-flat soft furnishing are for display purposes only and will not be provided in the rented apartments.
19. **The Law:** If you are unfamiliar with the law and your legal obligations in relation to the tenancy offered and terms and conditions, you should seek legal advice either from a solicitor or Citizens Advice Bureau.