



Prospective Contract Holder Information Pack

The information in this pack is provided to give prospective contract holders an understanding of how we operate, our requirements and the referencing process. It will also outline some of the common questions and clauses within the standard occupation contract.

All applicants over 18 must be referenced.



Contents

Prospective Contract Holder Information Pack	1
Essential Applicant Checklist	4
Securing a Property and Paying Your Holding Deposit	5
What is a Holding Deposit?	5
Permitted Payments	6
Several Interested Parties	7
Deposits	7
References	7
Credit Search	8
Previous Landlord Reference.....	8
Employment Reference/Verification of Earnings.....	9
Self Employed	9
Unemployed Contract Holders.....	9
Student Contract Holders.....	9
Guarantor Policy.....	10
Discrimination Policy	11
ID.....	11
List A	11
List B	13
Affordability Calculator.....	14
The Contract	15
Written Statements and Variations.....	15
Contract Holder Swap-Overs/Want Out.....	15
The Property - Taken as Seen	16
Rent	16
Utilities, Council Tax and Broadband.....	16
Certificates.....	16
Pets	17
Council Tax.....	17
Cardiff	17
Rhondda Cynon Taf	17
Newport.....	17



General Advice.....	18
Citizens Advice.....	18
Energy Saving Trust	18
National Debtline.....	18
Rent Smart Wales	18
Shelter Cymru.....	18
Who is my Gas Supplier?	18
Who is my Electricity Supplier?	18
The Samaritans	18
Your New Property Details	19
What to Do Next?	20
Consent to Credit Check (to be retained by Pinnacle)	21
Employer Reference Request	21
Contract Holder Reference Request.....	22
Pet Policy.....	24
Holding Deposit Agreement and Receipt.....	25
Landlord or Agent Details.....	25
Proposed Contact Core Terms.....	25
Referencing and Application	26
Payer Details.....	27
Holding Deposits.....	28
Deadline for Agreement.....	28
Agreement.....	28
Your Declaration	30
Guarantor Deed	31
Property to which standard occupation contract relates:	31
Guarantee deed is between guarantor:	31
Guarantor Deed Terms.....	31



Essential Applicant Checklist

- Check all applicants' affordability by using the affordability table as set out on **page 14**.
- Check all applicants' credit history online before applying - you can search 'Free credit checks' online. CCJS/IVA's or Bankruptcies must be declared.
- If applicable all guarantors must be credit checked (with no IVA/CCJs or bankruptcies) and income must meet the affordability on **page 14**.
- If currently renting, ensure to check with your most recent landlord that they are able to give you a reference and are happy for us to contact them via email to secure this.
- Do you have all the funds available to secure the property?
- Do you have the funds available to pay the first month's rent (if applicable) and deposit upon signing the standard occupation contract?
- Do you have the correct ID requirements as set out on **pages 11-13**?



Securing a Property and Paying Your Holding Deposit

Upon securing a property you understand and agree that:

- Before paying your holding deposit the team will speak to the landlord to advise that we have an interested party and based on the information you provide us (so the more detail the better!) the landlord will make the decision on whether they would like to proceed. Sometimes the landlord may want to continue with viewings or consider the application for a period, however the lettings team will keep you updated.
- Once the holding deposit is paid the property will be taken off the market.
- You have 15 days to provide the relevant information to the team for referencing purposes. You agree that in providing these details we can contact your employer and current/previous landlord for a reference.
- You will need to follow the steps outlining what to do next on **page 20** - this is our online application form and allows us to transfer the details you enter directly into our system to draw up your standard occupation contract.
- In entering the application process, you understand that your data may be shared with other agencies such as utility companies and the local authority. Data will be stored and used within the GDPR guidelines and our privacy policy can be found here: <https://pinnacle-group.com/privacy-policy>
- Once your holding deposit is paid you must book an appointment to sign your standard occupation contract.

What is a Holding Deposit?

The holding deposit is paid to take the property off the market and hold it for you whilst we complete our referencing process. We can only hold this for 15 days unless you agree with us in writing that we can hold it for longer. The reason to hold it for longer may be that referencing is taking longer than we anticipated, or for some other mutually agreed reason.

If you do not take reasonable steps to provide the details, we require within the 15 days or mutually agree with us to extend the deadline for which we can hold the holding deposit then it may be retained by Pinnacle Letting Agents.

When the standard occupation contract is signed the full holding deposit will be allocated as one week's rent in advance and credited to your landlord. If a new standard occupation contract is created due to a change in the individuals occupying the property, we will take a holding deposit of one week's rent which will then be credited to your landlord as rent in advance.

At the end of this pack there is a holding deposit form which we will go through with you and fill in when you pay the holding deposit. This has further information and terms on it for you to review. If you have any questions on this, please do not hesitate to ask us.



Permitted Payments

Rent - Charged per calendar month, unless you move in mid-month then the first payment is calculated using the daily rate as set out in the contract holder fee ban legislation.

Security Deposit - Usually the equivalent to 5 weeks rent calculated as follows: (rent per calendar month x 12) ÷ (52 x 5)

Holding Deposit - This is taken to take a property off the market and is equivalent of 1 week's rent per standard occupation contract. This is calculated as followed: (rent per calendar month x 12) ÷ 52
Please see our required information on Holding Deposits for more information on how and when this may be returned to you.

Payments in Default - These are permitted payments that are charged to you if you default on a clause in your standard occupation contract and are as follows:

- **Missed appointments** – if a landlord has arranged for a contractor to visit the property to carry out remedial work and the contract holder refuses entry or is not there to grant access then any charges levelled at the landlord from the contractor will be passed to the contract holder(s) and charged at £60 including VAT.
- **Avoidable or purposeful damage** – Damage to the property caused by neglect, careless or wilful behaviour will be a breach of standard occupation contract and will be charged to the contract holder at cost of damaged caused.
- **Replacement keys** – The cost of cutting new keys will be charged to the contract holder(s) if you are at fault and have lost them or if a locksmith must be called charged at £2.50 per key if a standard key or this could be up to £35 for a specialist key i.e. a master key plus any callout charges incurred for the locksmith to attend if required.

If the contract holder is locked out of the property due to misplacing, forgetting or losing keys or any other reason that is the contract holder's fault then the contract holder may be charged the cost of a new lock (if necessary) and/or the callout charge of a contractor to attend.

- **Emergency/out-of-hours call-out fees** – Contract holders will be charged for any out of hours service needed as a result of contract holder actions, such as an emergency glazer, plumber or locksmith if the contract holder caused the property issue/repair in the first place. Contract holders will not be charged for other out-of-hours services if they have not caused the issue. These charges are dependent on the severity of the damages and can vary from contractor to contractor. You will be notified of any charges incurred to you as a result of damages before a contractor is booked so you can review the cost and decide if the repair can wait for a contractor to attend in hours.
- **Standard occupational-contract surrender charge** – If a whole standard occupational contract wishes to surrender the standard occupational contract before the end of the fixed term and this is agreed in writing with contract holders and landlord then the contract holder will be liable for the landlords re-letting fee as outlined on landlord fee cards in our office and any rent due up until a new standard occupational contract is signed, to a maximum of the rent due until the end of the fixed term.
- **Rent-arrears charges** – There is no charge for the first 7 days that the contract holder is in arrears. However, after the end of the period of seven days from due, 3% above Bank of England base rate may be charged.



Council Tax Payments - If under the terms of your standard occupation contract you are liable to make these payments then you must ensure these are paid and there are no arrears when your standard occupation contract ends. Payments are as per your local council rates and are to be paid directly to them.

Utility Payments - If under the terms of your standard occupation contract you are liable to make these payments then you must ensure these are paid and there are no arrears when your standard occupation contract ends. Payments are as per your supplier and are to be paid directly to them.

TV license payments - If under the terms of your standard occupation contract you are liable to make these payments then you must ensure these are paid and there are no arrears when your standard occupation contract ends. Payments are as per your supplier and are to be paid directly to them.

Communication services - If under the terms of your standard occupation contract you are liable to make these payments then you must ensure these are paid and there are no arrears when your standard occupation contract ends. Payments are as per your supplier and are to be paid directly to them.

Several Interested Parties

If there is more than one party interested in the property, which does happen occasionally due to the demand for certain property types, we will take brief details from each party of applicants. We will then discuss each party with the landlord who will then make the decision on which applicant they wish to proceed with. We are really sorry if this does occur and you are not successful, it does not necessarily mean that the landlord is not happy with your application.

Deposits

All contract holders are required to pay a deposit which is then secured in one of the three government schemes. If your property is managed by Pinnacle, then it will usually be protected by the TDS. If the landlord manages your property and we are just providing a contract holder find service, then we will let you know where your deposit is protected and with any standard occupation contract that we sign you will be provided with the relevant required information for the correct scheme.

Usually our deposits are the equivalent to 5 weeks rent (1 month + 25%) however, this is at the landlord's discretion and decision.

References

References must be taken for all applicants who are over the age of 18. Our references usually include:

- Credit Search
- Previous landlord reference
- Employment reference/verification of earnings
- ID
- A valid proof of address document



- A valid proof of ownership document (if applicable)
- Guarantor details - a valid proof of address document
- Student accommodation - a valid proof of address document (see above). Contact details of your hall manager, landlord or letting agent (including the name, email address, telephone number)
- Transactional history via banking connection
- Payslips issued by your employer
- An employment contract
- 3-6 months of bank statements (3 months if permanently employed, 6 months if self-employed),
- Latest Self-assessment form (SA302)
- Accountant letter (the accountant needs to be a member of a professional body)
- Investment portfolio summary
- Pension statement, benefits statement or bursary letter

Should we require a guarantor, we will need the following information from them, and they will be credit checked. We may process information about them when completing credit checks and this will be processed through a referencing company, Homeppl. Both of our privacy policies can be found here <https://pinnacle-group.com/privacy-policy> and <https://www.homeppl.com/privacy-policy>.

As outlined above, each applicant is required to provide the relevant details and complete the online application within 15 days of paying the holding deposit, unless agreed with us in writing, or you risk the property being re-advertised.

Credit Search

We will conduct a credit search to identify any bad credit, IVA's, CCJs and Bankruptcy. If you had any adverse credit, it is important to ensure that we are aware before conducting a credit check. Our credit search gives results in terms of 'Risk'. A 'Low Risk' result is acceptable and, in most cases, so is a 'Medium Risk' (depending on your landlord's preferences). A 'High Risk' result means that you have not passed the referencing and we would have to discuss further with you and the landlord.

Do not panic if you have adverse credit or your results do not come back as you would hope. We can discuss each case with landlords and your application may be accepted if you are able to provide a guarantor or rent in advance. Each case is different along with landlord requirements, so this is reviewed on a case-by-case basis. If for any reason your credit search does not come back as expected and the landlord is not happy to accept a guarantor, then you will not be able to proceed with your application.

Previous Landlord Reference

We will contact your current/most recent landlord to obtain a reference. We will require that you provide us with contact details so that we can directly discuss the reference with them and will require the reference to be in writing via post or email.



Employment Reference/Verification of Earnings

We will take a reference from your current employers. It is important to give us the name of your line manager or the relevant person in HR/Payroll who can provide us with your reference. We require this to be provided on letter headed paper and for the reference to include:

- Name
- Position held
- Length of service
- Salary
- Permanent/Temporary contract
- Character reference (if applicable)

Self Employed

If you are self-employed, we will need to obtain a reference from your accountant or require a copy of the following:

- Last 3 years profit and loss accounts
- Last 3 years SA302/SA100/CIS vouchers
- 3 to 6 months of bank statements (3 months if permanently employed, 6 months if self-employed)
- Latest self-assessment form (SA302)
- Accountant letter (the accountant needs to be a member of a professional body)
- Investment portfolio summary
- Pension statements, benefit statements or bursary letter
- Your earnings must be in line with the affordability chart on **page 14**.

Unemployed Contract Holders

If you are not employed then you will most likely be required to provide a guarantor but also, we will need the following information to process the application:

- **Proof of the housing benefit claim** – this could be a letter from the council that you have received outlining the benefit that you have in place and the amount you are entitled to. If you do not currently have a claim in place, but will be claiming housing benefit to move in, we will require proof of your entitlement to claim.
- **Bank Statements** – A copy of 3 months' worth of most recent bank statements. This is so that you can show us proof of all your income, so that we are able to assess your income, to ensure that you are able to afford the property. To assess your affordability, we will use the measures on **page 14**.

Student Contract Holders

All students will usually be required to provide a guarantor, however, where this is not possible, we may ask for three months' rent in advance as security for the landlord. You will also be required to provide proof of student status such as university ID or acceptance letter and also proof of any student loans, income, etc.



Guarantor Policy

Should we require a guarantor, we will need the following information from them, and they will be credit checked in accordance with our income and affordability criteria found on page 14. We may process information about them when completing credit checks and this will be processed through a referencing company, *Homeopl*. Both of our privacy policies can be found here <https://pinnacle-group.com/privacy-policy> and <https://www.homeopl.com/privacy-policy>.

The guarantor must be UK based and will be required to sign a document agreeing to guarantee the rent. They must also agree and understand that they will be credit checked. The guarantor upon signing this document understands that they will be required to pay the rental amount if you are unable to pay your rent at any stage of the standard occupation contract. The guarantor also agrees to guarantee any damages caused by yourself during the standard occupation contract should you not be able to pay for them. The guarantor will also be required to provide a utility bill as proof of address and will have to pass the criteria in the following table. The guarantor must have read, accepted and signed agreeing to the guarantor terms (which are on the guarantor deed) and they must have also read the security deposit required information which is in the sample standard occupation contract. A copy of the guarantor form can be found at the end of this application pack. The guarantor deed must be witnessed when signing, and if signed remotely or via DocuSign, then the witness must confirm they are in the presence of the guarantor, and that the signing was completed at the same location and/or IP address if signing digitally.

We will require the following information from your guarantor:

Criteria	We will require the following:
<p>Identity</p> <p>*The document cannot be an expired one</p>	<p>One of the following:</p> <ul style="list-style-type: none"> • Passport • Driver’s License • Biometric Residence Permit/Visa document or • Other photo ID
<p>Residential History</p> <p>*The document needs to be dated in the last 3 months</p>	<p>One of the following in Guarantor's name:</p> <ul style="list-style-type: none"> • utility bill, • council tax statement, • bank statement, • standard occupation contract, • driver's license or • payslip



We highly recommend that all guarantors read through the sample standard occupation contract before signing the agreement and are fully aware of their legal obligations before signing the legally binding document. The sample standard occupation contract can be found here: <https://pinnacle-group.com/contract-holder-information>

Discrimination Policy

We do not restrict the letting of the property by Age, Disability, Race, Religion, Sex or Sexual Orientation. Our full policy can be found on our website at: [Equality Policy PDF](#)

ID

We will require **original** copies of acceptable forms of ID as outlined in our table below. Landlords/Agents must check the identity and citizenship status of all contract holders over the age of 18. All contract holders must provide at least one document from group 1 **OR** any two documents from group 2 on list A upon paying the holding deposit.

All ID must be presented with proof of your current address, i.e. utility bill, bank statement, etc, which is dated within the last 3 months and shows your current address.

List A

Group 1 - Acceptable single documents	
1.1	A passport (current or expired) showing that the holder is a British citizen or a citizen of the UK and colonies having the right to abode in the UK.
1.2	A passport or national identity card (current or expired) showing that the holder is a national of the European Economic Area country or Switzerland.
1.3	A registration certificate or document (current or expired) certifying or indicating permanent residence issued by the Home Office to a national of the European Union, European Economic Area country or Switzerland.
1.4	A permanent residence card, indefinite leave to remain, indefinite leave to enter or no time limit card issued by the Home Office (current or expired) to a non-EEA national who is a family member of an EEA or Swiss national.
1.5	A biometric immigration document issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK or has not time limit on their stay in the UK. Document must be valid (not expired) at the time the right to rent is checked.



1.6	A passport or other travel documents (current or expired) endorsed to show that the holder is exempt from immigration control, if allowed to stay indefinitely in the UK, has the right of abode in the UK, or has not time limit on their stay in the UK. This document MUST be valid and not expired at the time the right to rent check is made.
1.7	A certificate of registration or naturalisation as a British citizen.
1.8	A current full or provisional driving license.
1.9	Naturalisation certificate.
1.10	Unique Application Number (UAN if you have an ongoing visa application)
1.11	Visa vignette or other travel documents in the applicant's passport to show that the holder is allowed to stay in the UK for a time-limited period

Group 2 - Any two of the following documents can be produced	
1.1	A full birth or adoption certificate issued in the UK, Channel Islands, the Isle of Man or Ireland, which includes the name(s) of at least one of the holder's parents or adoptive parents.
1.2	A letter issued within the last 3 months confirming the holders name, issued by a UK government department or local authority signed by a named official (giving their name and professional address), or signed by a British passport holder (giving their name, address and passport number), or issued by a person who employs the holder (giving their name and company address) confirming the holders status as an employee.
1.3	A letter from a UK police force confirming the holder is a victim of crime and personal documents have been stolen, stating the crime reference number, issued within the last 3 months.
1.4	Evidence (ID Card, document of confirmation issued by one of HM forced, confirmation letter issued by the secretary of state) of the holders previous or current service in any of HM UK Armed Forces.
1.5	A letter from HM Prison Service, the Scottish Prison Service or the Northern Irish Prison Service confirming the holders name, DOB, and that they have been released from custody of the service in the past 6 months; or a letter from an officer of the National Offender Management Service in England and Wales or an officer of a local Authority in Scotland or an officer of the



	Probation board for Northern Ireland confirming that the holder is the subject of an order requiring supervision by that officer.
1.6	Letter from a UK further or Higher Education institution confirming the holder's acceptance on a current course of studies.
1.7	A current UK firearm or shotgun certificate.
1.8	Disclosure and Barring Service certificate issued within the last 3 months.
1.9	Benefits paperwork issued by HMRC, Local Authority or a Job Centre Plus, on behalf of the DWP or the Northern Ireland Department for Social Development, issued within the last 3 months prior to commencement of the standard occupation contract.
1.10	Combination of a driving licence and a birth certificate (note that these documents can only be accepted together).

List B

List B applies to any applicant that has a "limited" right to stay in the UK. All documents provided must be valid at the time of the right to rent check. A landlord/agent may conduct further checks on "right to rent" at any time, such as when a contract holder wishes to renew a standard occupation contract, or the contract holder informs that they have extended their immigration permission.

List B: Time-limited documents	
1.1	A current passport or other 'travel document' endorsed to show that the holder is allowed to stay in the UK for a time-limited period.
1.2	A current biometric 'residence permit' card issued by the Home Office to the holder, which indicates that the named person is permitted to stay in the UK for a time-limited period.
1.3	A current 'residence card' (including an accession residence card or a derivative residence card) issued by the Home Office to a non-EEA national who is either a 'family member' of an EEA or Swiss national or has a 'derivative' right of residence.
1.4	A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK for a time-limited period.



Affordability Calculator

Income Types (and criteria)	We will require the following:
<p>Employment (Annual income needs to be higher than <u>30 times the monthly rent</u>)</p>	<ul style="list-style-type: none"> • Open Banking connection (if applicable) or • A valid proof of income document (see above) and • Contact details of your employer (name, email address, telephone number) to confirm your employment and income details
<p>Self-Employment (Annual income needs to be higher than <u>30 times the monthly rent</u>)</p>	<ul style="list-style-type: none"> • Open Banking connection (if applicable) or • Last 6 months of Bank statements showing income or • Most recent SA302 (Self-Assessment Tax Form) or • Your accountant's contact details for us to contact them to confirm your income
<p>Savings* (Savings amount needs to be higher than <u>36 times the monthly rent</u>)</p>	<ul style="list-style-type: none"> • Open Banking connection (if applicable) or • Last 3 months of Bank statements from a UK/EU/EEA financial institution showing sufficient funds equal to or greater than 36 times the monthly share of the rent <p>*Savings from outside UK/EU/EEA accounts will not be accepted</p>
<p>Scholarship/Benefits/Pensions (Annual income needs to be higher than <u>30 times the monthly rent</u>)</p>	<ul style="list-style-type: none"> • Open Banking connection (if applicable) or • Benefits statements showing the amount and frequency of your benefits/pensions/scholarship (for scholarships, please provide a confirmed scholarship letter) or • Last 3 months of Bank statements from a UK/EU/EEA financial institution showing the income
<p>Income and Affordability (Income of guarantors need to be higher than <u>42 times the monthly rent</u>)</p>	<ul style="list-style-type: none"> • Depending on the guarantor's income type, please see Guarantor section of this document and refer to the ID table where necessary. <p>*Please note that the guarantors are expected to earn 42 times the monthly rent of the applicant regardless of their income type*</p>



The Contract

Accommodation contracts have changed in Wales in 2022 in line with the Renting Homes Act (2016). A private rented contract is known as a Standard Occupational contract and can run for a minimum of 6 months unless otherwise agreed by tenants and landlord. The first 6 to 12 months will be the “fixed term” of the tenancy and during this time neither contract holder nor landlord can give notice to end the contract, unless mutually agreed by both parties. You do not need to give notice to end a fixed term contract, however, we would appreciate if you could let us know your intentions as soon as possible so we can make appropriate arrangements.

Please note: Where there is more than one contract holder on the standard occupation contract all contract holders are jointly and severally liable. I.e. each contract holder is responsible for the whole of the standard occupation contract obligations and rental amount, not just part.

A sample contract can be found on our website if you would like to review the standard clauses before committing to a property, this will give you the opportunity to ask any further questions before you pay your holding deposit. The link is:

<https://pinnacle-group.com/contract-holder-information>

Around 3-6 months before the fixed term is due to end we usually start contacting contract holders to see if you want to stay on and renew for another fixed term. If you do wish to renew, then we will liaise with you and the landlord on this renewal.

Written Statements and Variations

When signing a contract you will be issued with a written statement within 14 days of you being entitled to the property. This outlines all the key responsibilities of you as a contract holder.

If you wish to request a variation of your contract, you can do so in writing to us. A variation of the contract can include, but is not limited to:

- Any contract holder changes
- Rental due date changes
- Requests in relation to the property
- Requests for pets

We will issue a new written statement to you within 14 days of the variation being agreed upon so you have a record of the changes and variations of the contract.

Contract Holder Swap-Overs/Want Out

We do appreciate that sometimes circumstances change, and you may want to leave your standard occupation contract early. Unfortunately, you are not able to give notice during the fixed term of the standard occupation contract, however, your landlord may agree to release you from your standard occupation contract obligations if you find another contract holder to replace you. We can help you with this by advertising your property for you if you request this in writing to us. A landlord will not usually release you from your standard occupation contract until you have found a replacement contract holder.



Please note: If you are on a joint standard occupation contract and wish to leave, your housemates must agree to the new contract holder moving in and all sign a new standard occupation contract. If your housemates do not agree then unfortunately, we will not be able to release you from the standard occupation contract. You will still be liable for your rent until a new standard occupation contract is signed to a maximum of the rent due until the end of the fixed term.

All the conditions above are dependent on the landlord and we are led by the landlord's instruction. We will keep you updated on this at all times.

The Property - Taken as Seen

Although we make every effort to ensure that all of our properties are safe, clean and habitable and all appliances are in good working order, the condition of the property in general i.e. the state of the carpet, decorations, fixtures and fittings are taken as seen, unless otherwise agreed as a 'special condition' and added to the standard occupation contract. If you are not happy with the condition of the property upon moving in, then any repairs/remedial works will be entirely at the discretion of the landlord. We cannot guarantee that once a standard occupation contract starts that the landlord will agree to these.

A property cannot be secured without a viewing, video viewing or someone viewing on your behalf.

Rent

Upon signing your standard occupation contract, you will also be asked to sign a standing order mandate. We then send this off to your bank to arrange for your standing order to be set up monthly. Unfortunately, this does not always happen and once the forms have left us it is your responsibility to ensure that the standing order is set up correctly. Please note that late or non-rent payments may incur fees as set out in the standard occupation contract.

Utilities, Council Tax and Broadband

Unless stated in your standard occupation contract utilities (Gas, Electric and Water), council tax and broadband are always the responsibility of the contract holders. You are welcome to shop around to find the best deals, however, if you wish to change to, or from, token meters then you will need to get written consent from the landlord.

Certificates

You will be provided with the most recent Gas Safety certificate, EPC and Electrical Installation Condition Report (EICR) upon signing your standard occupational contract. These are mandatory certificates for all properties, and we may need access during your standard occupational contract to complete a new one. We ask that you are flexible with access for these as they are a legal requirement for landlords and for your safety.

Other certificates that may be carried on properties are dependent on different factors, for example if the property is an HMO. We will arrange access with you and let you know when these may happen.



Once your Occupation Contract commences you will have your own *Fixflow* account where you can review these certificates, report maintenance, and review and communicate with us regarding any ongoing maintenance.

Pets

Your standard occupation contract does not allow for pets to be kept in the property unless agreed in writing with the landlord.

If the landlord does agree that you may have pets, then we will require a pet deposit to be paid on top of your deposit. A pet deposit is usually £150, however, the negotiator will confirm with you, in writing, once agreed.

If a pet is found to be at a property without permission, then this may result in notice being issued and your standard occupation contract may not be renewed.

Council Tax

Contract holders are all responsible for council tax payments, unless agreed when signing your standard occupation contract. However, students are exempt from council tax payments, however, it is your responsibility to ensure that you provide us with your student I.D so we can send this off to the council for the exemption.

To find your council tax banding, please visit the below website and enter the details of your property <http://cti.voa.gov.uk/cti/inits.asp>.

For more information on council tax please call/contact the relevant council below:

Cardiff

029 2087 2087

<https://www.cardiff.gov.uk/ENG/resident/Council-tax/Pages/default.aspx>

Rhondda Cynon Taf

01443 425002

<https://www.rctcbc.gov.uk/EN/Resident/CouncilTax/CouncilTax.aspx>

Newport

01633 656656

<http://www.newport.gov.uk/en/Council-Tax-Benefits/Council-tax--benefits.aspx>



General Advice

Here are some numbers and websites that may be useful for you when searching for your new property:

Citizens Advice

0345 404 0506 • www.citizensadvice.org.uk

Energy Saving Trust

020 7222 0101 • www.energysavingtrust.org.uk

National Debtline

0808 808 4000 • www.nationaldebtline.co.uk

Rent Smart Wales

03000 133344 • www.rentsmart.gov.wales

Shelter Cymru

0345 075 5005 • www.sheltercymru.org.uk

Who is my Gas Supplier?

0870 608 1524

Who is my Electricity Supplier?

0845 6015 972

The Samaritans

Tel: 116 123 • <https://www.samaritans.org>

We advise that you shop around for your energy deals. However, here is a list of the main six suppliers:

- British Gas
- Scottish Power
- SSE
- E.ON
- EDF Energy
- Npower



Your New Property Details

Here are some further details on your new property. Firstly, more details regarding your new standard occupation contract:

Address:		Start date:	
		End date:	
Holding deposit:			
Reason for holding deposit:			
Monthly rent:		Deposit required:	
Standard occupation contract signing date:		Amount due on signing:	
Additional terms requested/agreed:			

Signed by applicant(s):		Date:	
Signed by Pinnacle:		Date:	

Copy to be taken for office (tick if completed):



What to Do Next?

Firstly, please complete your online standard occupation contract application as soon as possible. Please note, to complete your online standard occupation contract application you will need to have the following information to hand:

- Next of kin address with postcode - this is the address that will show on your standard occupation contract and where we will forward your bond at the end of the year (unless you provide us with an alternative address).
- Current address and postcode.
- Bank address and postcode (this should be the bank that you are using to pay the monthly rent). You will also need your sort code, account number and account name.
- University/college address and postcode (if applicable). You will need your personal tutors name and year of graduation for council tax purposes.

To access the **online standard occupation** application, please go to [Pinnacle Application Form PDF](#) and:

- Hover over the Contract holders' tab in the top right corner
- Click on 'Standard Occupation Application Form'
- Follow the online instructions

Secondly, read through the sample Standard Occupation Contract or get it checked by your local Citizens Advice Bureau or Council Housing Help Centre. Please also ensure that if you have a guarantor, they have the chance to read it too. You will be given a hard copy of the sample standard occupation contract; however, you can also find this on our website:

<https://pinnacle-group.com/contract-holder-information>

Also, please take a look at the following link to 'A home in the private rented sector - a guide for contract holders' which has some helpful advice for all contract holders:

[Rent Smart Wales - A Home in the Private Rented Sector \(PDF\)](#)

Then In the next 10 days (or by your standard occupation contract signing appointment) you must:

- Sign both copies of the Standard Occupation Contract.
- Sign the Standing Order Mandates (for some tenancies landlords require post-dated cheques)
- Payments can be made by cash, cheque or card.
- Please bring a photocopy of your Student ID Card or ID

If you have any questions, please let us know as soon as possible. This gives us an opportunity to contact the landlord for you.

We are members of the Property Ombudsman and comply with their code of practice which can be found on their website: www.tpos.co.uk. If at any point you wish to make a formal complaint, please visit our website and complete the complaints form. The complaints form and procedure can be found here:

<https://www.pinnacle-group.com/complaints-form/>



Consent to Credit Check (to be retained by Pinnacle)

I _____ agree that Pinnacle Letting Agents may use personal details below to perform a credit check to assess suitability and affordability to enable Pinnacle Letting agents to grant a standard occupation contract.

Full name:	
Date of birth:	
Pre-standard occupation contract address:	
Previous address: (If you have moved within the last three years)	

Signature:	
Date	

Employer Reference Request

Date:	
To:	
From:	
Contract holder:	

The above person has put in an application to rent one of our properties and has advised that you can provide them with an employer reference. We would be grateful if you could provide the following information.



Position held:	
Current salary:	
Start date of employment:	
Is the contract permanent or temporary?	

Character reference:			
Name:			
Company:			
Position:			
Signature:		Date:	

Contract Holder Reference Request

Date:	
To:	
From:	
Contract holder:	



We understand the above person(s) has/have been a contract holder in one of your properties in the past and now has applied to be a contract holder with Pinnacle Letting Agents. We would be grateful of you could answer the following questions:

How long was the standard occupation contract?	
What was the rent per month?	
Was the rent ever paid late? If so, how many times?	
If there were arrears, please give further details:	
Has the property been well maintained throughout the standard occupation contract? If 'no' please give further details.	
Any other issues during the standard occupation contract, including any damages when the standard occupation contract ended:	

Name:			
Signature:		Date:	



Pet Policy

The landlord:	
has given permission for the contract holder(s):	
To keep the pet(s) listed below at:	
Pet details:	

The following policy outlines the conditions under what contract holders may keep pets in the above-named property:

- Contract holders are required to provide a reference for their pets from their former landlord if they have rented with their pets previously.
- Contract holders must not leave their pets in their property if they are away unless suitable arrangements for care have been provided.
- All pets must be regularly treated for fleas and worms.
- Contract holders with pets will be asked to pay a pet bond of £150 to cover any damage to the property, garden and furnishings caused by their pets.
- Contract holders are responsible for their pets in accordance with the Animal Welfare Act. If the landlord believes that a pet kept in the property has been neglected or abandoned, they will report it to an appropriate animal welfare organisation.
- At the end of the standard occupation contract the contract holders will be responsible to ensure the property is cleaned to a good standard to remove and pet hair or pet odours. Contract holders will also be responsible for any pest control treatment at the end of the standard occupation contract if an issue arises (i.e. fleas).
- Contract holders must ensure that their pets do not cause a nuisance to neighbours or visitors. This includes excessive noise and damage to other people's property.
- Pets must not be allowed to foul inside the property except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically.
- Dogs listed under the Dangerous Dogs Act 1991 and any animal listed in the schedule of the Dangerous Wild Animals act 1976 may not be kept in this property.
- Contract holders may not breed or offer for sale any animal in this property.
- Contract holders who wish to obtain an additional pet after moving into the property must apply for permission in writing to the landlord or letting agent.

Signature:		Date:	
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Holding Deposit Agreement and Receipt

Landlord or Agent Details

Who is receiving holding deposit? (Landlord or agent)	
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Insert the **name and contact details** of whoever is receiving the holding deposit (*if landlord receiving, enter landlord details. If agent receiving, enter agent details*)

Name of landlord/agent:	
Address of landlord/agent:	
Email of landlord/agent:	
Telephone of landlord/agent:	

Proposed Contact Core Terms

The terms proposed below are subject to agreement, referencing and contents of any application for a standard occupation contract.

Duration of the contract:	
Proposed occupation date:	
Amount of rent (£):	
Rental period (i.e. calendar monthly, weekly, etc.):	
Proposed additional contract terms or proposed modifications to fundamental or supplementary terms or terms proposed to be omitted from the contract:	
None (not applicable for shorthold tenancies)	
Amount of security deposit:	
Is a guarantor required? Yes/No	
Guarantor conditions (i.e. must be homeowner):	



Referencing and Application

<p>Reference checks the landlord (or letting agent) will undertake:</p> <p><i>Note:</i> actual checks undertaken will vary depending on the contents of the application completed</p>	<ul style="list-style-type: none"> ▪ Standard occupation contract assessment check (similar to a credit check) ▪ Public record information (including electoral roll, county court judgments, bankruptcy, etc.) ▪ Current landlord ▪ Previous landlord(s) ▪ Current employer ▪ Previous employer(s) ▪ Accountant (where self-employed) ▪ Character reference ▪ Bank
<p>Information the landlord or letting agent requires from the prospective contract-holder:</p> <p><i>Note:</i> actual information required may vary depending on answers provided in application</p>	<ul style="list-style-type: none"> ▪ Full name ▪ Date of birth ▪ Nationality ▪ National insurance number ▪ 3 years address history ▪ Telephone number, email address, fax number ▪ Marital status ▪ Home status (renting, owner, living with parents, etc.) ▪ If you have pets and details ▪ Any adverse credit (CCJs, bankruptcy, etc.) and details ▪ Name, address, telephone, email and fax of a next of kin ▪ Contact details to be used at the end of any standard occupation contract ▪ Current and previous landlord details ▪ Names of other occupiers (adults and children) ▪ Current and previous employer contact information ▪ Whether you are in receipt of housing benefit or Universal Credit (or intend to be) ▪ Guarantor name, address history, telephone, email and employment details ▪ Photo identity (passport, driving licence, etc.) ▪ Proof of current residence ▪ Bank statements



Payer Details

Name of payer:	
Address of payer:	
Email of payer:	
Telephone of payer:	
Is payer the prospective contract holder? (Yes/No)	Yes

Important: if the payer is NOT the prospective contract holder, the landlord or letting agent must give the prospective contract holder this specified information BEFORE the holding deposit is received either personally or electronically if the prospective contract holder consents.



Holding Deposits

Amount of holding deposit: (Maximum of one week's rent)	
Address of dwelling for which the holding deposit is paid:	

Deadline for Agreement

Under the Renting Homes (Fees, etc.) (Wales) Act 2019, the default "deadline for agreement" date is the fifteenth day from when the landlord or letting agent receives the holding deposit. However, the parties may agree in writing that a different day is to be the deadline for agreement.

Deadline for agreement date: (if left blank or N/A, default 15 days applies)	
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Agreement

- The prospective contract-holder consents to receiving this specified information and receipt electronically.
- Any prospective standard occupation contract is subject to contract until a written standard occupation contract has been signed by all parties.
- The proposed terms outlined in the specified information above are subject to change depending on the contents of any completed application and referencing.
- If the deadline for agreement has been changed in the box above, the parties agree that this different day is to be the deadline for agreement for the purposes of Schedule 2, Renting Homes (Fees, etc.) (Wales) Act 2019.
- The holding deposit is paid for the purpose of reserving a right of first refusal in relation to the granting of a standard occupation contract, subject to suitability checks to be carried out as to the prospective contract holder and agreement between the parties to enter into the standard occupation contract.
- If a standard occupation contract is granted, the holding deposit may be used towards the payment of the security deposit under the standard occupation contract or, towards the first payment of rent under the standard occupation contract.
- If the landlord decides not to enter into a standard occupation contract or, the landlord and the contract holder fail to enter into a standard occupation contract before the deadline for agreement, the holding deposit will be repaid in full unless any of the reasons below apply in which case, the holding deposit will be retained by the landlord or agent:



- a. The contract holder provides false or misleading information to the landlord or letting agent and the landlord is reasonably entitled to take into account the difference between the information provided by the contract holder and the correct information in deciding whether to grant a standard occupation contract to the contract holder or, the landlord is reasonably entitled to take the contract holder's action in providing false or misleading information into account in deciding whether to grant such a standard occupation contract.
- b. The contract holder notifies the landlord or letting agent before the deadline for agreement that the contract holder has decided not to enter into a standard occupation contract.
- c. The landlord and the contract holder fail to enter into a standard occupation contract before the deadline for agreement and the landlord or agent takes all reasonable steps to enter into a standard occupation contract before the deadline for agreement but, the contract holder fails to take all reasonable steps to enter into a standard occupation contract before that date.

Signed by person receiving deposit:	
Name:	Kelly Davies

Signed by payer:	
Name:	

Date holding deposit paid:	
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Your Declaration

I confirm that I have received information regarding:

- 'standard occupation contract' start and end date
- deposit amount
- monthly rental amount
- any additional terms that have been agreed (if applicable)
- I have had the opportunity to read and understand the sample standard occupation contract

I confirm that I understand the following:

- You will use the information I have provided to process my application to be a contract holder or guarantor for a standard occupation contract. You may get information about me from certain other organisations and individuals or give information about me to them to; make sure the information is accurate; prevent or detect fraud; and confirm affordability. These other organisations include credit referencing agencies or bureaus, employers or other companies/individuals as provided by me. Any report obtained may be shared with the landlord or agent.
- Once I am a contract holder, you will share my data with relevant authorities and will only use my data as set out in your privacy policy which can be found at <https://pinnacle-group.com/privacy-policy>.
- You agree that service of all required documentation, notices and signatures will be delivered and completed digitally. You also agree that we will communicate with you by telephone, post, email and text for legitimate reasons regarding your contract and property requirements. Should you wish to change how we communicate with you, you will notify us.
- I agree that should I wish to change any part of my Standard Occupation Contract I will request to do so by emailing Pinnacle at the following email address variation@pinnacle-group.com
- I declare that the information I have given on this form is correct and complete.
- If I give information that is incorrect or incomplete it may mean that a standard occupation contract is not offered and I or the prospective contract holder may lose any money paid to date (for example a holding deposit) or, if a standard occupation contract were granted, possession could be sought on the grounds of false information.

Signed by applicant(s) and or Guarantor(s):	
Date:	



Guarantor Deed

Date:	
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Property to which standard occupation contract relates:

Address:			
Name of contract holder:			
Duration of standard occupation contract:		Start date of standard occupation contract:	

Guarantee deed is between guarantor:

Title:		First name:		Surname:	
Address:			Home number:		
Mobile number:		Relationship to contract holder:			
Email address:					
Landlord's name:			<i>Landlord's address is contained in written statement</i>		

Guarantor Deed Terms

CONSIDERATION: The consideration for this guarantee is that the landlord agrees to let the property to the contract holder(s).

GUARANTEE: The guarantor covenants with the landlord that the contract holder will pay all rent made payable by and perform and observe all covenants, conditions and obligations contained in the standard occupation contract to be performed and observed by the contract holder and will compensate the landlord in full on demand made in writing within 7 days for all liabilities incurred by the contract holder in respect of the obligations and for all losses, damages, costs and expenses thereby arising or incurred by the landlord.



WAIVER: The landlord may release or compromise the contract holder's liability under the obligations or grant to either the contract holder or the guarantor time or other indulgence without affecting the guarantor liability under this guarantee.

GUARANTEE CONTINUES INTO RENEWAL OR PERIODIC STANDARD OCCUPATION CONTRACT: For the avoidance of doubt, the guarantor obligations under this guarantee continue during any renewal of the fixed term or periodic standard occupation contract (including statutory periodic standard occupation contract) and includes any rent increases and includes any re-grant of a standard occupation contract. The guarantor may not revoke this guarantee (whether during the fixed term or during any periodic standard occupation contract) by notice or otherwise, unless a new suitable guarantee is provided to take effect from the time this guarantee is revoked.

USING YOUR PERSONAL INFORMATION: Your landlord takes the security of your personal information seriously. Your information both in this agreement and as provided during the application process will be used during and after this standard occupation contract for a number of purposes including:

- management of the standard occupation contract, guarantee and fulfilling this contract
- debt recovery or to rectify a breach of a term of this agreement
- where legally required to be shared

The landlord may share your information with their agent (including if the agent changes during the standard occupation contract/guarantee or if there is more than one agent). If your information is held by an agent on behalf of a landlord, the agent may share your information with the landlord before, during or after the standard occupation contract/guarantee.

During the standard occupation contract/guarantee: The landlord or agent will use your information to manage the standard occupation contract and this guarantee agreement including for example to contact you about a default of the contract holder to make a payment due under the standard occupation contract and general clerical/management duties. Your information may be shared with third party service providers including software services for the purposes of management of the standard occupation contract and this guarantee. Your information may be shared with third party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the agreement. Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

After the standard occupation contract/guarantee has ended: Your information may be shared with third party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the standard occupation contract/guarantee agreement. Your landlord or their agent will retain your information beyond the standard occupation contract for as long as necessary or legally required for potential HMRC audits. Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.



- Please tick to confirm proof of identity enclosed (i.e. Utility Letter or Driving Licence)

- I have had the opportunity to read the guarantor policy in the contract holder application pack and also read through the sample standard occupation contract. I understand the policy and my obligations as a guarantor.

- If signing remotely, we confirm that witness signature was made from the same location and IP address as the guarantee.

Signed:	
Witness signed:	

Signed landlord/agent:	
Witness signed:	