



Sharpes Estates Ltd, 8 Merton High street, London, SW19 1DN, info@sharpesestates.com,
0208 286 4073, Company no 07498745

Terms & Condition

1. The Agent and its representatives may apply OR employ a third-party credit agency to carry out the necessary references. However, it is the responsibility of the applicant (prospective tenant) to ensure that any outstanding responses (including documentation) are received at least 48 hours prior to the commencement of the tenancy.
2. The payment of the 'holding deposit' which is the equivalent of 1 weeks rent is made by the prospective tenant as confirmation that he/she wishes to enter into negotiations with the agent (on behalf of the landlord) in respect of the property addressed within our portal, but does not constitute an acceptance of the applicant nor formally agree to proceed with the tenancy. The payment of a holding deposit is to reserve a property whilst reference checks, collation of documentation and preparation for a tenancy agreement are undertaken. The tenant will be given the opportunity within our platform to agree an extension of the 'deadline for agreement' and give consent for their holding deposit to be refunded from the first month's rent or deposit.
3. The tenant will be expected to pay 1 months rent in advance and 5 weeks rent as a security deposit which will also be detailed on our platform under "future payments". The Tenant agrees and accepts that all costs have been disclosed prior to entering into any agreement. The tenant will also be able to purchase OPTIONAL products within our platform.
4. Please note that the holding deposit is not refundable to the tenant/guarantor if:
 - The tenant(s) / guarantor(s) provides false or misleading information which can be reasonably considered when deciding to let a property – this can include a tenant's behaviour in providing false or misleading information.
 - The tenant(s) fails a right to rent check.
 - The tenant (s) withdraws from a property (unless a landlord or agent imposed a requirement that breached the tenant fee ban or acted in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them).
 - The tenant(s) / guarantor(s) fails to take all reasonable steps to enter into a tenancy agreement and the landlord or agent takes all reasonable steps to do so (unless a landlord or agent imposes a requirement that breaches the tenant fee ban or acts in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them).
5. In the case of 'managed properties' and in accordance with the terms of the tenancy agreement, all rent payments subsequent to the initial payment of move in monies, must be paid by way of a Standing Order (which will be provided within your move in pack at the time of signing your tenancy agreement). This will include the bank details provided within our portal. Payment details can also be found in your tenancy agreement.
6. In the event that the landlord should withdraw from the negotiations at any time the tenant will receive a full refund of their holding deposit.
7. If payment has been made for reservation/Holding deposit via card/bank payment, the **Tenant agrees that by ticking to agree to these terms & conditions they are accepting them.**

8. The ownership of the information obtained from the referencing, will remain with the landlord, the agent and its representatives, only, unless required to be supplied in the event of a legal matter.
9. CMP is a standalone Membership scheme designed to protect the client money held by its property agent Members. The Members', clients are therefore protected in the event that the Member misappropriates the client money held in the course of running their business and the clients are able to raise a claim for compensation with CMP. CMP provides a 'financial guarantee' to pay claims when one of its Members misappropriates the client monies. CMP insures its liability to meet this guarantee with an 'A' rated global insurer authorised and regulated by the Financial Conduct Authority in the UK. All client monies are managed by Sharpes Estates we have CMP protection, a copy of which is available on request and is displayed in the Agent's office

General Data Protection Regulations

a By entering into this tenancy agreement with our landlord you will have provided to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately ensure your tenancy runs smoothly.

b The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information. In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.

c We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes. Your information may be passed to certain 3rd parties we authorise to assist us and you if we are managing your property, (as listed on our website). It will not be passed to any other third party without obtaining your consent. Specifically, we will hold and use your information in the following manner -

Identification Details – We may hold copies of your photographic identity documents and at least one document that confirmed your previous home address. This is required to protect our position and look after your interests. It assists us to ensure we are not becoming involved in any fraud or money laundering situation. This will never be passed to third parties.

Tenancy Agreements and other related documents – Once this tenancy is agreed we will provide a copy of it and any other related documents to our client, the landlord.

Sub-Contractors – We may use contractors to carry out maintenance or repair work on the property, or conduct inventory checks and property inspections during tenancy. A list of the 3rd party contractors is available on our website.

Utility suppliers – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

d We will retain the personal information we hold for up to 7 years for legal reasons.

e More information on how we hold and process your data is available on our website

f You have the following rights relating to the information we hold on you –

- The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- The right to be informed;
- The right of access;
- The right to rectification;
- The right to erasure (also known as the 'right to be forgotten');
- The right to restrict processing;
- The right to data portability;
- The right to object.

More information on your rights is available at www.ico.org.uk



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Schedule

Holding Deposit (per tenancy) - One week's rent

Security Deposit (per tenancy. Rent under £50,000 per year) - Five weeks' rent

Security Deposit (per tenancy. Rent of £50,000 or over per year) - Six weeks' rent

Variation of Contract (Tenant's Request) - £50 (inc. VAT) per agreed variation

To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new

Change of Sharer (Tenant's Request) - £50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher

To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

To cover the costs **Unpaid Rent**

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent.

Lost Key(s) or other Security Device(s)

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device

Early Termination (Tenant's Request)

Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy.

Please ask a member of staff if you have any questions about our fees.

Tenant agrees that by ticking to agree to these terms & conditions they are accepting them. Copy of these terms are also available in your document centre in your portal.