

Terms & Conditions for Tenants, Permitted Occupiers and Guarantors

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 24 hours prior to the commencement of the tenancy.
2. The payment of the 'reservation fee/holding deposit' 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 rental property applied for, but does not constitute an acceptance of the applicant nor formally agree to proceed with the tenancy.
3. All fees and related costs have been detailed by the Agent and I/we agree and accepts that all costs have been disclosed prior to entering into any agreement.
4. Please note that the reservation fee is non-refundable to the Tenant if he/she:
 - fails to respond or supply within 48 hours from being requested any further or additional information, including any documentation requested by the Agent and/or any third party reference organisation employed by the Agent;
 - withdraws from the negotiation;
 - has been providing misleading or false information to the Agent or any third party credit referencing company employed by the Agent.Furthermore in the event of the applicant withholding or attempting to conceal detrimental information regarding county court judgements, rent, mortgage arrears or any other debts or information which may lead to an unsatisfactory reference, the reservation fee will not be refunded.
5. In the event that the Landlord should withdraw from the negotiations at any time, the Agent will reimburse the Tenant for the fees and holding deposit paid by the Tenant. (This does not include any third-party costs incurred by the Agent or the breakdown of negotiations of terms that were not pre agreed on or before the holding deposit was paid by the Tenant).
6. If the referencing agency advise us that Tenants require a guarantor in order to pass referencing the Tenant agrees to pay fee for their guarantor's referencing fee.
7. Letting Agents may share details about the performance of obligations under this Tenancy agreement by the Landlord and Tenant. This includes sharing past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions. We would also share with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention under the Data Protection Act 1998 and 2018. You are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

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 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 Third 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. To the Council or a Utility provider if they require as proof of your occupancy.

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. We will inform you of the contractors when this information is exchanged.

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.

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

Please contact a member of our team for any further information. By continuing with your registration, you agree to all of the above terms.

Our Standard Tenant Fees are:

Tenant: £100 per Tenant reference

Guarantors: £100 per reference

Renewals £100 per tenancy

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