

Acorn Properties (Jesmond) Ltd. Holding Deposit & Website Terms & Conditions



HOLDING DEPOSIT TERMS AND CONDITIONS

If you are making a payment on behalf of a prospective tenant or occupier, you confirm that you have been given permission by that individual to act and agree to the Terms and Conditions on their behalf.

By agreeing to these Terms and Conditions, and processing payment of a Holding Deposit, **you are entering in to a legal binding contractual contract** in which the parties agree to create a tenancy at a specific future date, details of which have been emailed to the individual who initially registered interest with us, and include the property address, term dates and rental amount.

If you are uncertain about the implications of agreeing to this, you should seek legal advice before doing so.

This agreement is not a tenancy of any sort. The Holding Deposit is not covered by Tenancy Deposit Protection legislation in accordance with the Tenant Fees Act 2019 Schedule 2 Para 7. When the tenancy starts, if it is an Assured Shorthold, the tenancy deposit will then need to comply with this legislation.

A Holding Deposit relates to an agreement to set up a tenancy from a future date. That agreement is subject to:

- A. Satisfactory references/credit status being established, if required by the Landlord
- B. The property still being available for the Landlord to let, for example not damaged by fire or flood etc
- C. Any current occupants moving out before the anticipated commencement date.
- D. All relevant occupiers passing Right to Rent checks under the Immigration Act 2014.

Holding Deposit is paid in consideration of the Landlord agreeing to process the application and stop advertising the property for the Prospective Tenant, the prospective Tenant or Relevant Person agrees to pay a Holding Deposit of **one weeks' rent**.

Costs:

Should the Prospective Tenant:

1. Withdraw from this contract before entering into the tenancy agreement,
2. Provide false information for referencing,

3. Fail to act reasonably to enter into the tenancy before the deadline for agreement,
4. Fail Right to Rent checks,

they will be liable for the reasonable costs incurred by the Landlord and his Agent up to the value of the Holding Deposit.

The following costs will be deducted from the Holding Deposit. Any surplus of the Holding Deposit will be returned to the Prospective Tenant or Relevant Person (whoever has made the payment), without interest, as soon as possible. The costs that may be deducted from the Holding Deposit can include, but are not limited to, the following:

1. Costs of any references or credit checks sought
2. Costs of any administration undertaken to prepare for the tenancy
3. Costs of re-advertising the property to let
4. Costs of any guarantor agreements
5. Costs, in lieu of rent, of keeping the property empty for the tenant

Withdrawal by the landlord:

Should the Landlord withdraw from this agreement, including the events listed in A to D above, the Prospective Tenant or Relevant Person (whoever made payment) will be entitled to return of the entire Holding Deposit and may be entitled to compensation for any reasonable losses incurred as a result of the Landlord's default.

If the tenancy proceeds, by agreeing to our Terms and Conditions, you confirm that it is permitted to transfer the Holding Deposit to the first instalment of rent. It is agreed that the Deadline for Agreement for this tenancy will be the start date of the tenancy. The Deadline for Agreement is the date by which the tenancy agreement needs to be completed or the Holding Deposit will become refundable unless one of the events listed in Schedule 2 of the Tenant Fees Act 2019 occurs.

DISCLAIMER

Access to and use of Acorn Properties (Jesmond) Ltd. Website (www.acornproperties.co.uk) (hereinafter referred to as "this Site") is provided by Acorn Properties (Jesmond) Ltd ("us" or "we") in accordance with and subject to these Site Terms.

Your access to and/or use of any part of this Site constitutes your acceptance of these Site Terms, which take effect on the date on which you first access or use this Site. We reserve the right to change these Site Terms at any time by posting changes on the Site. You are responsible for regularly reviewing information posted on the Site to obtain timely

notice of such changes. Your continued use of this Site after changes are posted constitutes your acceptance of the amended Site Terms.

Whilst we endeavour to make this Site available 24 hours a day, we shall not be liable if for any reason this Site is unavailable at any time or for any period. Access to this Site may be disrupted, suspended or not be available temporarily or permanently and without notice as a result of any factors whatsoever, including but not limited to internet service provider equipment failure, communications network failure, power failure, natural occurrences, legal restrictions and/or censorship.

Any information found on this Site is intended for general guidance only and is not intended to constitute advice to any party. Such information should not be relied on by you or any other party for the purposes of taking any action or decisions. If you would like advice specific to your circumstances, please contact us at the address given on [the home page of the Site]. We may change any and all parts of this Site and anything described in it without notice to you.

Whilst we endeavour to ensure that information on this Site is correct, no warranty, express or implied, is given as to its accuracy, its freedom from defects or faults, that it is of satisfactory quality or otherwise fit for your purposes, or that it will be secure. Except for death or personal injury resulting from our negligence, we shall not be liable for any damages or losses (including, without limitation, damages for loss of business or loss of profits, consequential, special or exemplary damages) arising in contract, tort or otherwise from the use of or inability to use this Site, or any material contained in it, or from any action or decision taken as a result of using this Site or any such material. You use or access the site at your own risk.

We do not warrant that this Site will be compatible with all hardware and software which you may use. Although we may put in place security measures for your protection, we shall not be liable for damage to, or viruses that may affect, any computer equipment, software, data or other property as a result of your access to, use of or browsing of this Site or your downloading of any material from the Site.

You shall not submit any material or information to us or to this Site which is in any respect in breach of any statute, regulation or byelaw of any jurisdiction or which may breach the intellectual rights or privacy or other rights of any third party or which may be defamatory, obscene, racist, blasphemous or otherwise indecent. In your communications with the Site (if any) you will not use obscene, defamatory or otherwise indecent language, and you will not represent yourself to be anyone other than your real identity.

You will not use the Site, or link to the Site, for any form of mass or so-called "chain" email, or any form of so-called "spam" email. You acknowledge and agree that we reserve the right to monitor all communications to the Site.

You shall fully and promptly indemnify us against all damages, proceedings, claims, demands, liabilities, losses, charges, costs and expenses (including the costs and expenses of instructing legal counsel) which we may suffer or incur as a result (direct or indirect) of any material, information or data submitted by you to us or to this Site.

We accept no responsibility for the content of any Site to which a link from this Site exists. The links are provided as is with no warranty, express or implied, for the information provided within them.

If you have any questions, comments or suggestions about the way in which we use your personal data, please e-mail us at GDPR@acornproperties.co.uk

OUR POLICY

We are committed to protecting your privacy. We will only use the data which we collect about you lawfully in accordance with the General Data Protection Regulations.

We own and control the data collected on our Site, which we may use for our internal marketing and to improve our Site. We do not disclose this data to third parties, unless with your express consent and/ or unless required by law or court order or to enable third parties to provide certain services to us, by way of example, web hosting. However, we will at all times control and be responsible for that use of your data.

We collect your personal data, which you voluntarily submit to us, including but not limited to when you complete a form on our Site. We may use this data to provide you with newsletters and other information which you may have requested.

We take appropriate steps to protect your data both on the Site and off-line. We use various forms of security, including but not limited to firewall devices, to protect the information on our servers.

COOKIES

Our Site uses cookies. A “cookie” is a small file on your computer which stores certain information about your online browsing. Cookies help us recognise you as a prior Site visitor, to personalise your browsing and to track your interests so we can improve our Site for your benefit. We do not store any personal data about you using cookies. Your browser can be set to not accept cookies, in which case you may still use our Site but may not benefit from some of the functionality that cookies bring to your experience of a website.

IP ADDRESSES

We use IP addresses to analyse trends, administer our Site and track your movements whilst on our Site. IP addresses do not supply us with personally identifiable data.

LINKS

Our Site may contain links to other sites. Unless expressly stated, these sites are not under our control or the control of any parties authorised by us. Please note that we are not responsible for the content of these sites or for their privacy practices, and we disclaim all liability for any form of loss or damage arising out of any use of these sites. The inclusion of links to such sites does not imply any endorsement of such sites, their content, privacy practices or owners.

CHANGES TO THIS PRIVACY STATEMENT

We may change this statement at any time by posting revisions on our Site. Each time you enter this Site, you agree that the privacy statement current at that time shall apply to all data which we hold about you. In the event of any conflict between revisions of this statement, the provisions of the current statement shall prevail.

CONSENT

By your use of our Site, you consent to our use of your personal data in the manner set out in this privacy statement.

COPYRIGHT

Unless otherwise stated, the copyright and any other rights in the materials on this Site, including but not limited to all artwork, pictures, images, graphics, logos, icons, sound and video clips, compilations of data, text and materials (together "Materials") on this Site and the design, layout, look and appearance of this Site are owned by us or our authorised third parties. Your continued use of this Site serves as acknowledgment and acceptance that the Materials are protected by applicable English law. You are permitted to use and download such Materials or extracts from this Site, subject to all of the following:

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- You must not in any way change, alter or modify the Materials, except as we expressly permit in writing.
- No part of this Site or the Materials on it may be reproduced or stored in any form or media, or distributed or sent to any third party without our prior written permission.
- Any rights not expressly granted in these terms are hereby reserved.

THIRD PARTY PRODUCTS & SERVICES

This Site mentions third party products and services for informational purposes only. Acorn Properties (Jesmond) Ltd. and its suppliers make no recommendations or endorsements about any third party products or services.

INFORMATION HANDLING

Any information supplied to this site's mailing list will be used for the express purposes of keeping you informed about ongoing events and news relevant to Acorn Properties (Jesmond) Ltd., this may include informing you of promotions, industry relevant news or organisations associated with this site however, information retained for the use of the mailing lists will never be shared with any third parties, apart from data processors, such as our web developers and we will do everything in our power to ensure that it is stored securely and accessible only by the directors and employees of Acorn Properties (Jesmond) Ltd. responsible for data handling.

Information relating to financial transactions of this website will be used only for the purposes of identifying financial transactions and the such information will be passed by secure sockets layer technology (SSL) to the financial handler "Secure Trading". Secure Trading will share with Acorn Properties (Jesmond) Ltd. only that information which is pertinent to the transaction carried out between you, the customer and us.

UNFAIR CONTRACT TERMS ACT

Whilst every effort has been made to ensure that these terms and conditions comply with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise enforceable under such Act, such term(s) will be deemed deleted from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.

GOVERNING LAW

These terms and conditions of the Site and your relationship with the Site shall be governed by and construed in accordance with the laws of England and you hereby agree to submit to the exclusive jurisdiction of the English courts.

LIMITATION OF LIABILITY

Under no event and under no legal theory, whether in tort, contract, or otherwise, shall Acorn Properties (Jesmond) Ltd. or its suppliers be liable to you or any third party for any direct, indirect, special, incidental, or consequential damages of any kind, including, without limitation, damages for any lost profits, lost savings, loss of data, costs, fees or expenses of any kind or nature arising out of or relating to these terms and conditions, this site, or the use or inability to use the materials, or any data supplied therewith, even if Acorn Properties (Jesmond) Ltd. or supplier has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitation or exclusion may not apply to you.

PRIVACY POLICIES

Privacy Policies are accessible <https://www.acornproperties.co.uk/privacy-policy/>