



## Tenants Terms and Conditions

*This is an agreement between the tenant(s) and Cosgroves Lettings, Sales & Block Management 49-51 Osborne Road, Southsea, PO5 3LS*

**Property Address:**

**Tenant(s) Name:**

1. This agreement does not guarantee the tenancy or the right of residence at the proposed address, the proposed tenancy is subject to a legal Tenancy Agreement being signed and countersigned by both the Applicant and the Landlord or Agent on their behalf.
2. The holding deposit equivalent to one week's rent is **non-refundable** if the Tenant withdraws from the application. One week's rent is calculated by the monthly rent times 12 then divided by 52.
3. The holding fee will **only** be refundable if the property becomes unavailable for any reason. Neither the Landlord nor the Agent shall be subject to any liability or reimbursement of any financial costs incurred by the applicant if the property is withdrawn prior to a Legal Tenancy Agreement being countersigned.
4. This proposed tenancy is subject to contract and satisfactory references. The Agent reserves the right to terminate the application and forfeit the holding deposit upon receipt any unacceptable references or credit check were there has been non-disclosure of an adverse credit history or false information provided. To pass affordability your income must be greater than the monthly rental times thirty. If you have a guarantor their income must be greater than the monthly rental times thirty-six.
5. Any person(s) over the age of 18 must be named on the tenancy agreement.
6. This is not a tenancy agreement and does not form any part of a tenancy only a reservation.
7. Each party shall comply with its obligations under applicable data protection laws, including GDPR (EU General Data Protection Regulation 2016/679).
8. It is highly recommended that Tenants have a suitable insurance policy to cover their contents: Cosgroves cannot be held responsible for contents or personal property of tenants.

<b>Move in date (subject to contract)</b>	<b>00/00/0000</b>
<b>Length of Contract</b>	<b>12 months</b>
<b>Rent Amount</b>	<b>£DRAFT</b>
<b>Deposit Amount</b>	<b>£DRAFT</b>
<b>Total</b>	<b>£DRAFT</b>
<b>Holding deposit</b>	<b>£DRAFT</b>
<b>Balance due</b>	<b>£DRAFT</b>

<b>Tenant(s) name:</b>	<b>Signed:</b>	<b>Date:</b>
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<b>Agent Name:</b>	<b>Signed:</b>	<b>Date:</b>
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Tenant 1.

Current address:

Tel:

Email:

Occupation:

Tenant 2.

Current address:

Tel:

Email:

Occupation:

Tenant 3.

Current address:

Tel:

Email:

Occupation:

Tenant 4.

Current address:

Tel:

Email:

Occupation:

Tenant 5.

Current address:

Tel:

Email:

Occupation:

Tenant 6.

Current address:

Tel:

Email:

Occupation:

Permitted Occupants:

Name:

Address:

Tel:

Email:

Occupation:

#### **Cosgroves Requirements**

Application forms, Ts & Cs and ID (for Right to Rent checks) to be returned within 48 hours of receipt.  
Balance of monies must be paid at least 48 hours prior to tenancy agreement start date.  
Monies to be paid in cleared funds by Bank Transfer only:  
Account name – Cosgroves Client Account  
Account number – 03691720  
Account Sort code - 30-96-11  
Ref: Property address

#### **Further Tenancy Fees that may apply**

Change of Contract £50 Inc Vat  
Permitted Payments you may be charged: Holding fee of one weeks rent, One month's rent in advance, Five weeks rent as a security deposit or six weeks rent if the rent is above £50,000 per annum, a reasonable charge for loss of keys/security device during tenancy, an interest charge for late rent of 3% above the Bank of England base rate for each day the amount is outstanding, when the rent is outstanding for at least 14 days, a reasonable cost for contractual damages under the Assured Shorthold Tenancy Agreement, a reasonable charge will apply for changes to the tenancy agreement or a change of sharers, charges will apply for the early termination of a fixed term agreement.

Additional Information / Requirements / Pets / Addendum / Person Paying The holding deposit if not the applicants:



### **Holding Deposit Agreement**

You have 15 days from when you pay your holding deposit to enter into a Tenancy Agreement – this is called the deadline for agreement.

Once you have entered your agreement this will become legally binding unless the landlord agrees that you may be released.

You have paid a holding deposit which is equivalent to one week's rent. Please sign your agreement below that this may be contributed to your first month's rent.

**By signing this you give consent to “Vouch” to contact you by email and phone to complete the referencing that may be required.**

**The documents Vouch will ask is as follows:**

- (1) Passports/Driving Licence
- (2) National Insurance number
- (3) Current Employer Reference
- (4) Current/Last Landlord Reference
- (5) Bank Statements (last 3 months) if requested by Vouch
- (6) Valid Visa if requested by Vouch

I/WE CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS AND THAT I/WE AGREE TO A CREDIT REFERENCE BEING CARRIED OUT TO VERIFY PERSONAL AND FINANCIAL DETAILS.

I/WE CONFIRM THAT I AM/WE ARE OVER EIGHTEEN YEARS OF AGE AND CONSENT TO ALLOW OUR DETAILS TO BE PASSED TO A 3RD PARTY REFERENCING COMPANY.

I/WE CONFIRM THAT WE CONSENT FOR COMMUNICATION TO BE IN ELECTRONIC FORMAT USING THE EMAIL ADDRESSES SUPPLIED.

I/WE CONFIRM THAT WE HAVE READ AND UNDERSTOOD THE SAMPLE TENANCY AGREEMENT AND GOVERNMENT HOW TO RENT GUIDE, BOTH AVAILABLE AT [WWW.COSGROVES.CO.UK](http://WWW.COSGROVES.CO.UK).  
A PAPER COPY CAN BE PROVIDED IF REQUIRED BEFORE SIGNING THIS FORM.

Signed by Tenant(s):

Tenant(s):.....Signed.....

Tenant(s):.....Signed.....

Tenant(s):.....Signed.....

Tenant(s):.....Signed.....



### **Privacy Notice**

#### **Data Controller**

Cosgroves - 49-51 Osborne Road, Southsea, Hampshire, PO5 3LS  
02392827827  
info@cosgroves.co.uk

**ICO Registration Number: Z2704058**

### **Your Personal Data**

We will hold and process your personal data for purposes of completing your tenancy application. Your personal data will be shared with our designated credit referencing agency to process the tenancy application and the results of any subsequent credit score/report will be shared with the landlord as part of the decision-making process. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected to the tenancy application without your explicit consent.

### **Right to Deletion**

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

### **Right to Rectification**

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

### **Subject Data Access Request**

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or email which will be actioned within 7 working days of receipt.

### **Complaint**

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address or email. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.