

# Terms & Conditions

## Payment Terms and Conditions

When your deposit is paid in full, as per the payment schedule, arrangements will be made so that it is protected by one of the following Tenancy Deposit Protection Scheme in accordance with the Housing Act 2004.

### **1a) Tenancy Deposit Scheme (TDS)**

This is an insurance based scheme where your deposit will be held by Walton Robinson.

### **1b) Tenancy Deposit Scheme (TDS)**

This is an insurance based scheme where your deposit will be held by your Landlord.

### **2) Tenancy Deposit Solutions Ltd trading as My Deposits (My Deposits)**

This is an insurance based scheme where your deposit will be held by your Landlord.

### **3) Deposit Protection Service (DPS)**

This is a custodial scheme where the deposit will be held by a government appointed body.

With all the above schemes the amounts of deposit being returned must be agreed between the Landlord and the Tenant. Disputed amounts can be referred to an alternative dispute resolution service.

1. The Applicant pays the Holding Deposit to indicate the Applicant's intention to proceed with renting the Property. This money will be held to cover the expenses of the Landlord in withdrawing the Property from the market while references are taken up. The Administration Fee will cover the costs of Walton Robinson in processing the application for a Tenancy. If the application is successful the Holding Deposit will be deducted from the initial monies payable at the start of the Tenancy.
2. Payment of the Holding Deposit does not oblige the Landlord to let the Property or any other premises to the Applicant; nor does it commit the Landlord to grant a tenancy or form an offer of a tenancy to the Applicant.
3. No interest will be paid on the Holding Deposit.
4. If it is necessary to alter the tenancy dates due to any change or delay in the Applicant's circumstances and the Landlord is prepared to agree to grant a longer time period, it will be necessary to charge an additional Administration Fee of £(insert amount) including VAT.
5. If the application is unsuccessful because any person forming the Applicant changes their mind and withdraws; fails to pass the referencing procedure and cannot provide a suitable guarantor; or the commencement Date is delayed by the Applicant after signing a copy of this contract, then up to the total of the Holding Deposit money held by Walton Robinson and the Administration Fee will not be refunded to the Applicant but will be used to cover administrative costs of the Landlord and Walton Robinson. If the Landlord decides not to proceed for any other reason then Walton

Robinson will return the Holding Deposit money in full; together with the Administration Fee unless it is agreed with the Applicant that it will be retained if another suitable property is found.

6. If after the termination of the above tenancy you remain at the same property and we negotiate another agreement between you and the Landlord for a fixed period or for the tenancy to continue as a statutory Periodic (Shorthold) Tenancy, Walton Robinson's further Administration Fee and VAT for the work they have completed will be immediately due for payment at a rate of 50% of the Standard Administration Fee at that time.
7. If money is returned to the Applicant, the repayment is arranged through our Accounts Department and not by this office. All refunds are made by cheque or bank transfer. The Applicant should allow a minimum of seven working days for receipt of this money. Walton Robinson does not make refunds in cash.
8. Walton Robinson confirms it is registered with the Information Commissioner; and will remain the data controller of all information held on the Applicant. Walton Robinson confirms that it will ensure that the tenant is informed of the uses of all personal data held. By signing the Holding Deposit Agreement the Applicant agrees to allow Walton Robinson to store the personal information securely; and to share the personal data with third parties.. If the Applicant does not want personal data shared the Applicant must inform Walton Robinson in writing.
9. The Holding Deposit does not fall under the deposit protection schemes of the Housing Act 2004.
10. The Applicant will be bound by the terms of this Agreement if the Applicant pays cleared funds to the Agent or anyone on behalf of the Applicant but fails to sign this Agreement. By pressing the "accept" button on the website the Applicant agrees to all the conditions contained within the Holding Deposit Agreement.
11. The Agreement is subject to the laws in England and Wales.