

ALBERY TYSON

**ALL PARTS OF THIS APPLICATION SHOULD BE FULLY COMPLETED AS FAILURE  
TO DO SO WILL AFFECT YOUR APPLICATION  
RETURN TO: 2 Roman Way, Market Harborough, LE16 7PQ**

**N/B. Completion of this form does not guarantee a tenancy, but will remain subject to the landlords  
agreement and subject to contract .**

**PROPERTY RESERVATION FORM**  
**Private and Confidential**

**Property Details**

Address:.....

Rent p.c.m: £..... Holding Deposit Paid £..... Preferred occupation date.....

The Deadline for Agreement is the date by which the 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. It is agreed that the Deadline of the Agreement for this tenancy will be 2 days after the preferred occupation date.

**Holding Deposit Details**

Date holding deposit was paid..... Name of person who paid the holding deposit .....

If other, please provide their full details: Name.....Date of Birth.....

Full Address.....

**About the tenant**

Full Name:.....(Mr/Mrs/Miss/Ms/Dr /Rev)

Date of Birth:..... National Insurance No.:.....

Address:.....Town:.....

County:..... Postcode:.....

Telephone No:.....Mobile No:.....

Time at this address.....years.....months Email:.....

Can we use your email address for serving notices and other documents YES/NO

Are you the owner of the property? YES/NO Do you pay a mortgage on this property? YES/NO

Please state the monthly payment for your mortgage or current rent pcm £.....

(If no, state whether council tenant, private tenant or living with parents etc.).....

Photograph ID (from Passport) must be supplied.....

**OFFICE USE:**

Has proof of residency been copied and put on file? YES / NO

(Proof of residency means 2 original and but different documents such as a bank statement, utility bill, Council Tax bill etc with the applicants name and current address on it. The documents must not be older than 3 months or the most recent date if issued less frequently when this application was made. YES / NO

**Previous address (if less than 3 years at the above)**

Address:.....

Town:.....County:.....

Postcode:.....Time at this address:..... years.....months

Do you have any County Court Judgements/poor credit history? YES/NO

(If yes, please give details on a separate sheet)

Do you have any criminal convictions YES / NO (if Yes please add on a separate sheet)

Are you in receipt of or do you intend to claim Housing Benefit? YES/NO

Do you smoke? YES/NO Do you have any pets? YES/NO (if yes please state) .....

Do you own a vehicle? YES/NO (if yes please state reg. no and model) .....

Do you have any children? YES/NO (if yes please state ages) .....

Please state number of persons over the age of 18 who will occupy the property .....

Will this be the only or principal home of at least one of the Tenants YES / NO

**Current/previous managing agent/landlord**

Name:.....

Address:.....

Town:..... County:.....

Postcode:.....Daytime Telephone No:(Must Be Supplied).....

Email .....

**Your present employer (If self-employed give Accountant's name & tel. No. And state Accountant please)**

Company:.....

Address:.....

Town:..... County:..... Post Code:.....

Telephone No:.....Company Email:.....

Your Job Title:.....

Salary:..... Do you need a permit to work in the UK? YES/NO

Employment Commencement Date:.....Payroll No:.....

Contacts Name:..... Contacts Position:.....

Contacts Email .....

**Are you aware of any reason why your employment may change in the near future?  
YES/NO - If yes please give details on a separate sheet.**

**Contact details for end of tenancy, this can be a parents address**

Address:.....

Town:.....

County.....

Postcode.....

**Bank/building society details for MONTHLY STANDING ORDER FOR RENT PAYMENT,  
PLEASE PROVIDE ONE ACCOUNT ONLY IF A JOINT TENANCY**

Bank Name:.....

Address:.....

Town:.....Post code.....County

Telephone No:.....A/c No:.....Sort Code:.....

A/c Type:.....Account holder's Name:.....

**PLEASE READ TERMS AND CONDITIONS AND SIGN OVERLEAF**

**Conditions of the reservation.**

1. To reserve the property I will pay a holding deposit equal to one weeks rent. I understand that any interest earned on the deposit will be retained by Albery Tyson.
2. The holding deposit is a refundable deposit with a deadline for agreement of 15 days from the receipt of the deposit unless an alternative date is agreed.
3. I understand the property will not be offered for rent to anyone else for one month.
4. I understand that if I cancel this reservation I will lose my holding deposit.
5. I understand that checks will be made with parties on this form and I also understand that if the checks are not satisfactory the reservation may be cancelled and I will be lose my holding deposit.
6. I understand that if I have made a false statement on this form the reservation may be cancelled and I may lose my holding deposit.
7. I understand that if I fail to take all reasonable steps to enter an agreement (ie is not responding to reasonable requests for information required to process the agreement), then I may lose my holding deposit.

8. I understand that checks will be made with County Court registers using Credit Safe and if any unsatisfied county court judgements are registered against me, the reservation may be cancelled and I will lose my holding deposit.
9. Payments due by check in:
  - Prior to check in I will pay the invoice by bank transfer to arrive in Albery Tyson's account no later than 24 hours prior to the start of the Tenancy Agreement
  - Rent from the start of the Tenancy to the end of that calendar month;
  - Pay the remainder of the Tenancy deposit equal to 4 weeks rent. The total of the 5 week Tenancy Deposit will be protected by the TDS and any interest earned will be retained by Albery Tyson.
10. I have not been induced into entering into this reservation by any representation about the property.
11. I understand that this reservation is dependent on the signing of the Tenancy Agreement.
12. The information I have given on this form is correct and complete. I understand that if I have given any false or misleading information, the reservation will be cancelled and I may lose my holding deposit.
13. I agree that the parties on this form can be contacted and that these parties can provide the information they are asked for. I agree that information collected may be shared with the landlord and/or his agent.
14. I understand that Albery Tyson will inform the relevant utility providers and council tax department that I have moved in and provide them with final readings and my forwarding address when I vacate the property.
15. Any charges for cleaning, gardening or repairs will be deducted from my/our Tenancy deposit held by Albery Tyson.
16. Your personal details including telephone numbers, email address etc are all protected by law under the Data Protection Act 1998 and we will take reasonable precautions to comply with these privacy rules.
17. Albery Tyson is committed to keeping your personal details secure, and we will not give your details out to third party companies except as required to carry out our normal duties and liaise with subcontractors.
18. You will be required to submit personal and financial details prior to us taking up references. In applying for your tenancy (and signing this document), you agree to us passing on these details to a credit reference agency or to your nominated referees for referencing purposes. As agents, we act for our client landlords, and so this information may also be passed on to the landlord of your property as required.
19. During the management of your tenancy, we may be required to pass on your contact details to our subcontractors, utility companies and other related parties – for example to arrange access to carry out maintenance on your heating system or to ensure that you are correctly billed for services used.
20. Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed to us. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.
21. Albery Tyson is a responsible data controller and will process any personal data in accordance with the required data protection rules. We will not pass on your personal details to any external organisation for marketing purposes without your written permission.

**IMPORTANT - The application will not be processed unless the declaration below is signed**

1. I agree that all parties on this form can be contacted and that these parties can provide all information they are asked for and also that this information may then be shared with a prospective landlord and / or their agent. The information can be used during any Tenancy for the Management of the property, including but not limited to, being given to contractors and being used to chase money owed.
2. I authorise that a credit reference agency may confirm that the bank/building society details given above are correct and that this account has Direct Debit / Standing Order facilities available if required. I understand that the information given by the credit reference companies will be shared with the letting agent and landlord in accordance with the relevant privacy notice. I understand that the referees and bank listed above maybe contacted by the landlord or referencing company.
3. I understand that checks will be made with County Court registers using a credit reference agency and if any unsatisfied County Court Judgements or any adverse credit is registered against me the reservation may be cancelled and I may lose my holding fee.
4. I confirm that I have been given the opportunity to read the relevant Applicant Privacy Notes.
5. All information is used only to make an assessment for credit/insurance, property rental decisions.
6. To the best of my knowledge and belief the information I have given on this form is correct and complete.
7. I understand that if any unsatisfactory references are obtained or that if I give any false or misleading information that may affect my application, then I may then lose my holding deposit.
8. I agree that Albery Tyson may search the files of a credit reference agency, which will keep a record of that search. Details of how I conduct the account may also be disclosed to the agency. This information may be used by other lenders in assessing applications from me and my household and for occasional debt tracing and fraud prevention.
9. It is agreed that the holding deposit may be applied to the 1<sup>st</sup> months rent or the remainder of the deposit at the start of the Tenancy.

**Signed:**

**Dated:**

## **Tenant Privacy Notice**

Albery Tyson is committed to protecting and processing your personal data in accordance with the General Data Protection Regulations and the Data Protection Act 2018 (the legislation). For the purpose of the legislation and your personal data, Albery Tyson, is the Data Controller, Marcus Ainsworth is the person responsible for data protection and can be contacted at 2 Roman Way, Market Harborough, Leicestershire, LE16 7PQ or [marcus@alberityson.co.uk](mailto:marcus@alberityson.co.uk) or 01858 434400.

The General Data Protection Regulations are to safeguard your personally identifiable information or personal data. This privacy notice will be regularly reviewed and updated.

## **Information held**

The personal data we process may include the information in column A of the attached appendix and may also include other sensitive data concerning health, if relevant to your application. Where the provision of data is a statutory, a contractual requirement or a requirement necessary to enter into a contract, a refusal to provide the data may mean that we are unable to provide you with our service.

To ensure that we provide you with the best service possible we will need to collect and retain certain personal data. The data may be collected and processed by those listed in columns B and F. How we source the data is identified in column C. We may source data from 3<sup>rd</sup> parties or via third parties e.g. Credit referencing company, referees, local authority.

## **Lawful basis of processing**

Your personal data will be used for the activities in column D. There are 6 lawful basis of processing your data including consent, a legitimate interest, contract fulfilment, a legal obligation and a vital interest. For each usage of the data the lawful basis of the processing of your data will be identified in column E. A legitimate interest is when we have a business or commercial reason to process your personal data which needs to be balanced with your interests i.e. what is right and best for you.

Where we state that we have a legitimate interest, the fact that we have a legitimate interest and what that legitimate interest is, will be stated in column E, e.g. to keep in touch with you during and after the tenancy; to seek your consent when we need it to contact you; fulfilling our legal and contractual duties. Your personal data will be processed during and after your tenancy and any subsequent tenancy arranged through us.

## **Online identifiers, IP addresses and cookie identifiers**

Where you visit our website we may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns.

We may obtain information by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- To speed up your searches.
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site. You can find more information about cookies at [www.allaboutcookies.org](http://www.allaboutcookies.org)

This policy only applies to our site. If you leave our site via a link or otherwise, you will be subject to the privacy policy of that website provider. We have no control over that privacy policy or the terms of the website and you should check their privacy policy before continuing to access the site.

## **Recipients of personal data**

It will be necessary for us to process or share all or some of your personal data with a range of individuals, businesses and organisations and these may include those listed in column F.

#### **Where is the data stored?**

Your personal data is stored in the way described in column G and the data is always stored within the European Union or outside of the European Union but with an organisation operating under the General Data Protection Regulations.

#### **Retention period and criteria used to determine the retention period**

We will retain some elements of your personal data for up to the time defined in column H after your tenancy. What information can be anonymized will be when no longer required for either contractual fulfilment or a legitimate interest. If the lawful basis for processing your data was consent then you may withdraw consent at any time.

#### **Your rights**

You have a right of access to check your personal data to verify the lawful basis of processing. We are obliged to respond to an access request within 30 days and may not charge a fee unless the request is unfounded, excessive or repetitive. If a fee is charged it is to be a reasonable fee based upon the administrative cost of providing the information.

You have a right to rectification if the data we hold is either inaccurate or incomplete. If your data has been disclosed to third parties then we must inform them of the rectification, where possible.

You have a right to erasure of your data when consent is our basis of processing (the right to be forgotten). You may request that your personal data be erased, for example, where there is no compelling reason for its continued processing or where you withdraw consent. We will comply with your request unless we have another basis of processing justifying our retaining the data (for example a legal requirement or the defence of a legal claim).

You have some rights to ask us to restrict processing i.e. to block or suppress processing where, for example, the data may be incorrect and whilst the accuracy is verified. We are permitted to store the data.

#### **Your right to object**

You do have a right to object to further processing of your personal data. We may be required to stop processing unless there is some other legitimate basis of processing such as a legitimate interest or a requirement for the exercise or defence of a legal claim.

#### **Withdrawal of consent**

Where the lawful basis for processing is your consent, you may withdraw consent at any time by writing to Marcus Ainsworth, Alberly Tyson at 2 Roman Way, Market Harborough, Leicestershire, LE16 7PQ or emailing [marcus@alberlytyson.co.uk](mailto:marcus@alberlytyson.co.uk).

#### **How to lodge a complaint with the supervisory authority**

The supervisory authority responsible for data protection is the Information Commissioners Office (ICO) to whom concerns may be reported by phone on **0303 123 1113** or **+44 1625 545 745** if calling from outside the UK, by email using the form on the website [ico.org.uk](http://ico.org.uk) or the live chat function.