

Booking Terms and Conditions:

Property name: Lady Pirrie

Holding Deposit

To secure your booking, you must pay a holding deposit of £[xxx] to the landlord's managing agent, Fresh Property Group, at the point of completing your application.

Upon receipt of the holding deposit, the property will normally be withdrawn from the market for a reasonable period to allow the tenancy to progress. For the purposes of these Terms and Conditions, a reasonable period is typically up to 14 calendar days from the date of application, unless otherwise agreed in writing.

The holding deposit may be retained, in whole or in part, to cover reasonable costs incurred where you withdraw from the proposed tenancy, fail to take reasonable steps to enter into the tenancy within this period (including failing to provide requested information or documentation within a reasonable timeframe), provide false, misleading, or incomplete information which materially affects your suitability, or fail to sign the tenancy agreement when reasonably requested.

The holding deposit will be refunded in full if the landlord decides not to proceed for reasons unconnected with you, if agreement on tenancy terms cannot be reached despite you acting reasonably and in good faith, if the landlord or agent does not take reasonable steps to progress the tenancy within the stated period, or if referencing is unsuccessful where you have provided accurate and complete information.

At the end of the holding period, the holding deposit will either be refunded, retained in accordance with these terms, or applied towards the tenancy deposit where the tenancy proceeds.

Where the tenancy proceeds, the holding deposit will form part of the tenancy deposit payable on commencement of the tenancy and will be protected in an approved Tenancy Deposit Scheme in accordance with the Tenancies Act (Northern Ireland) 2022.

Reference Checks

Our Reference Checks are administered by an external referencing agent. Referencing is typically expected to be completed within 3 working days, after which time the apartment may be offered to other applicants if there has been no reasonable progress.

Referencing criteria includes a requirement for your income / joint income to be a minimum of 2.5 times the annual rent. You should also not have any unsatisfied CCJ's.

Issuing of the Tenancy Agreement will be subject, amongst other things, to the successful completion of these checks.

Discounted Market Rent (DMR) Eligibility

Some apartments within the development are offered as Discounted Market Rent (“DMR”) homes, which are provided at a reduced rental rate in accordance with planning requirements. Bookings for DMR apartments are only available to applicants who meet the eligibility criteria set out below.

By proceeding with an application for a DMR apartment, you confirm that, at the proposed tenancy start date, the combined gross annual household income of all adult occupiers will not exceed:

£35,000 per annum for a one-bedroom DMR apartment; or

£50,000 per annum for a two-bedroom DMR apartment.

You agree to provide accurate information and any reasonable supporting documentation requested by us to verify eligibility. We reserve the right to cancel a booking or withdraw an offer of accommodation where eligibility requirements are not met or where incorrect or misleading information is provided.

Sanction Checks

We are required by law to conduct Sanction Checks to ensure that applicants are not listed as 'designated persons' under the UK Government Sanctions List, maintained by the Office of Financial Sanctions Implementation (OFSI). These checks are carried out alongside your general reference checks by a third-party provider on behalf of the Landlord.

By submitting your application, you confirm that you are not subject to such sanctions. Should a match be identified, we are legally required to report this to OFSI and your application may be cancelled.

Issuing of the Tenancy Agreement will be subject, amongst other things, to the successful completion of these checks.

Tenancy Agreement

A sample document is available on request.

Once issued, the final Tenancy Agreement must be signed by all Tenants and returned within 5 working days, or, in the case of a short turnaround, within a shorter timeframe as specified. Failure to return the agreement within the required timeframe may result in the offer being withdrawn.

Cancellation

All agreements are negotiated subject to contract. Once the Tenancy Agreement has been signed, executed, and the initial monies have been paid, you will be unable to cancel the tenancy.

Tenancy Deposit Payment

The Tenancy Deposit must be paid on or before the signing of the Tenancy Agreement.

The tenancy deposit is equivalent to one month's rent and should be paid by bank transfer by the tenant rather than by any third party. The deposit will be protected in the Tenancy Deposit Scheme Northern Ireland (Custodial) in accordance with legislative requirements.

First Rent Instalment

Your first month's rent must be paid by cleared funds within seven days of the Tenancy Agreement being signed or two working day prior to the tenancy start date, whichever occurs sooner. The agreement will not be executed until initial monies have been received.

Your first month's rent is calculated as follows:

If your tenancy begins on or before the 15th of the month, your first rent instalment will cover the remaining days of that month. This is calculated by dividing the monthly rent by the number of days in the month and multiplying by the remaining days.

If your tenancy commences on or after the 16th, you will be required to pay the remainder of the current month (calculated as above), plus the full monthly rent for the following month.

Payment Due Dates

Rent payments are due on the 1st of each month as detailed in the Tenancy Agreement.

In the case of joint tenancies, tenants should nominate one person to make payment on behalf of the household. Payments from multiple accounts may not be accepted.

Advertised Monthly Rents

Please note that advertised rents and offers may fluctuate throughout the year. The rent for your apartment will be confirmed once the tenancy deposit has been paid.

Payment Method

Your first rent instalment must be made by bank transfer.

Subsequent payments are required to be made using Pay By Bank via our Residents' App / Portal, or by Standing Order.

Bills Included

Your rent includes domestic rates.

Electricity and Wi-Fi are not included and must be arranged directly with the relevant providers and must be set up with the provider.

Special Offers

Any special offers will be issued in accordance with their own separate Terms and Conditions.

Transfer of Rights

You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights where we reasonably believe your rights will not be affected.

Guarantors

Applicants may be required to nominate a guarantor who must be a UK resident, accept the role, and sign a Deed of Guarantee.

The guarantor will be responsible for rent payments and all obligations under the Tenancy Agreement in the event of default. The guarantor must successfully pass referencing and sanction checks.

A guarantor cannot be another tenant residing in a property managed by Fresh.

Fresh App

The Fresh app is available across the UK and Ireland and can be downloaded from the iOS and Android app stores using the email address provided during booking.

Please accept notifications to keep up to date with announcements within the property, payment dates and key events. Data is held in accordance with Fresh's Privacy Policy.

Privacy Policy

Your data associated with your booking will be held in accordance with Fresh's Privacy Policy. You can view the latest copy of the privacy policy [here](#).