

Booking Terms and Conditions:

Property name: The Gorge

The granting of a tenancy is conditional on the Applicant successfully passing a number of checks. These include verification of identity, financial referencing, and Right to Rent and Sanction checks.

We reserve the right to request additional information or documentation to support these checks. Failure to provide the requested information within the specified timeframe, or failure to meet the criteria may result in the cancellation of your application at our discretion.

Reference Checks

We will undertake a reference check to assess your suitability for a tenancy. This will include your income/joint income which needs to be a minimum of 2.5 times your annual rent. We will also check if you have any unsatisfied County Court Judgements.

We allow 3 working days for the referencing to be passed after which time the apartment or studio may be offered to other applicants. Our Reference Checks are administered by an external referencing agent.

Right to Rent Checks

We will carry out 'Right to Rent' checks with everyone aged 18 or above who will be living in the property. All prospective occupiers must provide documentation to prove their eligibility to live in the United Kingdom and each person will be required to attend a meeting in person with the Residents' Team to verify their identity prior to move in.

Sanction Checks

We are legally required to carry out sanctions checks as part of our referencing process. These checks confirm that applicants are not listed on the UK Government Sanctions List, which is maintained by the Office of Financial Sanctions Implementation (OFSI).

The checks are completed by a trusted third-party referencing provider on behalf of the Landlord, alongside your standard reference checks.

By submitting your application, you confirm that you do not expect to appear on this list. If a match is identified, we are required by law to report it to OFSI and your application will not be able to proceed.

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

Holding Deposit

Following successful completion of referencing, a holding deposit equal to **one week's rent** is payable to reserve the accommodation.

The holding deposit will be refunded in full if:

- the Landlord decides not to proceed;
- the tenancy is not entered into by the agreed deadline through no fault of the Applicant; or
- the Landlord is legally unable to grant the tenancy.

The holding deposit may be retained if the Applicant:

- withdraws from the application;
- Fails a Right to Rent check;
- fails to take reasonable steps to enter into the agreement; or
- provides false or misleading information which materially affects the booking.

Where the tenancy proceeds, the holding deposit will be offset against the first rent payment as agreed.

Tenancy Agreement

A sample of the Periodic Tenancy Agreement is available in the Booking Info section of your chosen location's website page.

Once issued, the final Tenancy Agreement must be signed by all Tenants and returned within 5 working days. Where a expected move-in date is less than 5 days from the issue, then the timeframe for signing may be shortened to 24 hours.

If the signed agreement is not returned within the required timeframe, we reserve the right to withdraw the offer of accommodation.

Cancellation

All agreements are negotiated 'subject to contract'. Once the tenancy is countersigned by the Landlord the contract is legally binding and can only be ended by giving 2 months notice in writing from the start of the tenancy.

Once the tenancy comes into effect, it will be an assured periodic tenancy. This means there is no fixed end date. You may end the tenancy at any time by giving at least two months' written notice, as required by law.

If you decide not to proceed before the Tenancy Agreement is signed by the Landlord, the tenancy will not take effect.

Tenancy Deposit / flatfair No Deposit Check In Fee Payment

Your Tenancy Damages Deposit / flatfair No Deposit Check In Fee must be paid within 72 hours of receiving the invite from flatfair. Failure to make payment within 72 hours will result in the booking being cancelled and the Holding Deposit being retained.

Your Security Deposit is four weeks rent. Payment of the Tenancy Damages Deposit should be made via the flatfair Portal by the Tenant directly rather than by any third party on the Tenant's behalf. This will be held by the Tenancy Deposit Scheme (Custodial).

If you instead choose the flatfair No Deposit Check In Fee option, you will be required to make a one-off non-refundable payment of 28% of one months rent plus VAT via the flatfair Portal. At the end of your tenancy you will be responsible to make payment for any damages or missed rent.

First Rent Instalment

For your first month, you will only pay rent from your tenancy start date until the end of that month. This amount is calculated on a daily basis.

The daily rent is worked out by dividing the monthly rent by the number of days in that month and then multiplying this by the number of days from your tenancy start date to the end of the month.

Please note that while the tenancy comes into effect once the Tenancy Agreement has been signed by the Landlord, you must not move in or collect keys until the first rent payment has cleared.

If the first rent payment is not received by the required time, we may delay your move-in or take steps to resolve the situation in line with the tenancy agreement and the law.

Payment Due Dates

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

Payment Method

Your first rent instalment payment must be made by credit or debit card.

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

In the case of joint tenancies, residents should nominate one person to make the payment on their behalf.

Bills Included

Your rent includes water, electric and Wi-Fi. Please ask the General Manager for details of Wi-Fi speeds in the property and check your Wi-Fi device limitations.

Special Offers

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

Transfer of Rights

You may not transfer or assign any of your rights under these Booking Terms and Conditions to another person.

We may transfer our rights and obligations under these Booking Terms and Conditions to another business, provided this does not adversely affect your rights. This does not affect your rights under any Tenancy Agreement.

Guarantors

In some circumstances, we may ask you to provide a Guarantor. If required, your Guarantor will need to agree to the role and sign a Deed of Guarantee.

A Guarantor agrees to cover your rent and any other obligations under the Tenancy Agreement if you are unable to meet them.

To ensure everything is set up correctly, the Guarantor will need to pass reference and sanctions checks, in line with legal requirements.

Your Guarantor must be a UK home owner, be based in the UK and cannot be another resident living in a property managed by Fresh.

If you are unable to nominate a suitable guarantor, you may be eligible to apply for a flatfair Tenant Guarantor. If you are approved and pay the one-off fee, flatfair will act as your guarantor for rent only. Please speak to our team for more information.

Fresh App

The Fresh app is available across the UK and Ireland, you can download this directly from iOS and Android store. It is accessible using the email address used for the booking.

Please accept notifications to keep up to date with announcements within the property, payment dates and key events.

Data in the app 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](#).

By processing an application, you are giving consent to be introduced to Flatfair.