



PATTERSON PORTFOLIO

www.pattersonportfolio.co.uk

**Fragbarrow House, Fragbarrow Lane, Ditchling Common, West Sussex BN6 8TP
01444 253 143**

Dear Applicant(s)

Thank you for your interest in our property to let.

How To Apply:

Make a payment of one weeks rent as a holding deposit to register your interest to:

Bank: NATWEST PLC

Beneficiary/account name: Patterson Portfolio Limited

Account number: 86 67 81 40

Sort code: 60-04-11

Reference to be used: Please ask the bank/building society to use your surname.

Prospective Tenants & Guarantors email the following documents to geraldine@pattersonportfolio.co.uk :

- 1) Identification - Photocopies of identity documents and evidence of address documents as per the Identification Certificate in this application pack.
- 2) Photocopies of last 4 bank statements (less than six months old)
- 3) Photocopies of last 4 wage slips (less than six months old)
- 4) Sign the attached Holding Deposit Letter to retain the Holding Deposit for more than 15 days and agreeing to the Holding Deposit being retained and offset against the first months' rent
- 5) Sign the attached Applicants Consent form
- 6) If a Guarantor is required, the guarantor is to complete Guarantor Agreement

Once the above documents and funds have been received you and your guarantor will receive a link via email from the NLA asking you and your guarantor to complete the referencing forms online within 1 week of paying the holding fee. Once both you and your guarantor have completed the forms online please email Geraldine with confirmation geraldine@pattersonportfolio.co.uk

Notes:

- i) **Rent is payable one month in advance by a regular monthly Standing Order.**
- ii) Payment is only deemed made once it has cleared our bank account. (Cash paid into a NatWest will normally clear instantly).

- iii) Should your application be successful, **we will need sight of all originals re ID and evidence of address** where photocopied documents have been sent as part of your application at check in. (Keys are not released until we have seen all originals).

Before moving in:

Before moving in you will need to pay the balance of the first months rent plus the Deposit equal to 5 weeks rent. Your Deposit will be protected by Mydeposits as per the Housing Act 2004.

If you have any queries, please do not hesitate us on 01444 253143.

We look forward to welcoming you into your new home soon.

Yours sincerely



Geraldine Lunn

Attached:

Holding Deposit Letter
Applicants Consent
Tenant Fees
Identification documents & evidence of address for tenants
Guarantor Agreement
Identification documents & evidence of address for guarantors
MyDeposits Information for Tenants
Draft AST for information only

Privacy Policy (GDPR)

Patterson Portfolio take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25th May 2018, together with any domestic laws subsequently enacted.

We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z2348852 and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is Conor Patterson.

Any questions relating to this notice and our privacy practices should be sent to Geraldine Lunn or Michelle Parsons in the absence of Geraldine Lunn.

The information we collect and how we use it

When you enquire or apply for one of our properties you will provide us with certain personal information which may include; names, address, telephone numbers, email address, nationality, marital status.

For referencing purposes you may provide additional information which will consist of date of birth, National Insurance number, bank and employment/salary details, any hire purchase/loan agreements/credit cards or store cards you may have, any welfare benefits you may be eligible for or are currently on, plus other information as required to carry out full referencing. You may also provide guarantor details, which will consist of name, address, email address, telephone numbers, date of birth, marital status, National Insurance number, employment/salary details plus other information as required to carry out full referencing.

Relevant information provided by you will be used by us

- to undertake and perform our obligations and duties to you in accordance with the terms of our contract with you;
- to confirm the identity of you (and guarantor where necessary), carry out referencing and communicate with you and your guarantor;
- to enable us to supply you with the services and information which you have requested;
- to help you to manage your tenancy;
- to carry out due diligence on any prospective tenant, including whether there is any money judgements against them, or any history of bankruptcy or insolvency;
- to analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer;
- to contact you in order to send you details of any changes to our or supplies which may affect you; and
- for all other purposes consistent with the proper performance of our operations and business.

This information may be provided by telephone, by electronic communications, via direct contact with our employees, by completing referencing forms either by hand or online with our referencing company or online through our websites.

Sharing your information:

The information you provide to us will be treated by us as confidential and will be processed only by any of third party, acting on our behalf, within the UK/EEA. We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- To carry out due diligence on you as a prospective tenant/ guarantor, including but not limited to the carrying out of affordability checks, due diligence checks and the obtaining of references from relevant parties, whose data you have provided;
- If you request so, your information shall be disclosed in order to determine if there are any money judgements against you, as the prospective tenant/guarantor, or to determine if they have a history of bankruptcy or insolvency;
- To enable the protection of your deposit with Mydeposits, your name, phone number, email address, property address will be supplied to Mydeposits;
- To enable maintenance/repair works to the property, your name, phone number and the property address will be supplied to our relevant trade/s;
- If you are unable to make payments under your tenancy, your information may be disclosed to any relevant party assisting in the recovery of this debt or the tracing of you as a tenant; and
- In the creation, renewal or termination of the tenancy, your information will be disclosed to the relevant local authority, tenancy deposit scheme administrator, service/utility provider, freeholder, factor, facilities manager or any other relevant person or organisation in connection with this;
- To enable the valuation from time to time by Estate Agents/Letting Agents of the property and show prospective tenants/buyers the property, your name, phone number, email address and property address will be supplied to the Estate Agents/Letting Agents.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Information you provide will not be passed onto marketing organisations or used for marketing purposes.

How we protect your information

This information will be stored on our secure computer systems and in our manual records with access by Patterson Portfolio staff only, all computers are password protected.

How long we will keep your information

We will retain your information for the duration of your tenancy and for a reasonable period after termination of your tenancy or for as long as is required by law, data will be disposed of securely.

Your Rights

You have the right at any time to:

- ask for a copy of the information about you held by us in our records;
- require us to correct any inaccuracies in your information;
- make a request to us to delete what personal data of yours we hold;

If you would like to exercise any of your rights above please contact us at geraldine@pattersonportfolio.co.uk

Should you wish to complain about the use of your information, we would ask that you contact us to resolve this matter in the first instance. You also have the right to complain to the Information Commissioner's Office in relation to our use of your information. The Information Commissioner's contact details are noted below:

England:

Information Commissioner's Office
Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF
Telephone: 0303 123 1113
Email: casework@ico.org.uk

Wales:

Information Commissioner's Office
2nd floor, Churchill House
Churchill way, Cardiff, CF10 2HH
Telephone: 029 2067 8400
Email: wales@ico.org.uk

The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your email address and other contact details.

Consent

By submitting your information to us you give your consent to the use of that information as set out in this policy.

If we change our Privacy Policy we will post the changes on our website/s. We will also e-mail you should we make any significant changes. Continuing to be a tenant of Patterson Portfolio will signify that you agree to any such changes.

Where you provide information about individuals other than yourself you warrant that you have obtained that person's consent to the use of such information.



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www.pattersonportfolio.co.uk

Fragbarrow House, Fragbarrow Lane, Ditchling Common, West Sussex BN6 8TP
01444 253 143

Applicants Consent

Applicant Names

.....

I hereby expressly consent to my personal details including any forwarding address at the termination of any tenancy being passed to the landlord and/or to the utility company and/or to the local authority. **I understand that other than for reasons outlined above, all information will be treated as confidential.**

1st Applicant Signature:..... **Date:**

2nd Applicant Signature: **Date:**

DECLARATION

- a) I am applying for a tenancy on the basis that the property or accommodation will be my main or only home.
- b) I give permission for enquiries to be made based on the information I have provided to establish my status.
- c) I also certify that I do not
 - have any County Court Judgements against me
 - owe money to any Housing Benefit Department or any Local Authority
 - owe monies or dilapidation monies to any previous Landlord
 - have substance or alcohol abuse problems.
- d) I hereby acknowledge to any Holding Deposit and Admin Fees paid by me are non refundable should I withdraw my application or unreasonably withhold from progressing my application.

1st Applicant Signature:..... **Date:**

2nd Applicant Signature: **Date:**

IF YOU KNOWLINGLY SUPPLY FALSE INFORMATION IT MAY BE USED BY THE LANDLORD TO SEEK POSSESSION OF THE PROPERTY UNDER GROUND 17 OF SECTION 8 OF THE HOUSING ACT 1988 (AS AMENDED BY SECTION 102 OF THE HOUSING ACT 1996)

The information on this form is for the sole use of the landlord only for the purposes of letting. No information contained therein will be divulged to any third party, unless the Tenant defaults.

Patterson Portfolio Tenant Fees:

| ITEM | CHARGE |
|--|--|
| Arrears: Interest will be added to your rental account weekly for any arrears at the rate of 3% plus Bank of England base rate divided by 52, this will be charged to the rental account weekly after 14 days of the account being in arrears until the arrears are cleared. | 3% per annum above bank base rate |
| Lost Keys: Cost of replacing one set of keys | Cost of replacing 1 set of keys |
| Varying Contract Terms | £50 |
| Change of Sharer | £50 |
| Missed contractor appointments or contractor's invoices due to tenant damage or tenant fault - cost of contractor's invoice will be added to rental account against deposit held. | Cost of invoice added to tenant's account against deposit held |
| Court costs incurred by Landlord in respect of evicting a tenant | Court costs incurred by Landlord |

March 19

TENANT - IDENTIFICATION DOCUMENTS & EVIDENCE OF ADDRESS

NOTES:

We must have proof of **personal identity** (2 pieces) and evidence of **current address** (2 pieces) – 4 pieces in total – the same documents will not cover both.

If you are a **UK national** and cannot supply original documents we can accept certified copies by: A UK lawyer, banker authorized financial intermediary, MCCB regulated mortgage intermediary, chartered accountant, teacher, doctor, minister of religion, post master/sub post master.

If you are a **non UK national** we can accept certified copies of documents from: an embassy, consulate or high commission of the country of issue, a senior official of a UK employer, lawyer or attorney.

Certified copies should be signed "original seen" and dated with full printed name, title/position, telephone or email contact and address of certifier.

Guarantor **Date**.....

British Citizen **YES / NO** - If no please state **Nationality**

Address of Property applying for

| | |
|---|-----------------|
| FOR NON BRITISH CITIZENS: If you are not a British citizen you must provide copies of the following, we will require sight of the originals at check in: | Tick both boxes |
| Biometric Immigration Document or Immigration Status Document indicating that the named person may stay in the UK for a limited period. | |
| Resident permit or Work Permit – issued by Home Office | |

| | |
|--|--------------|
| EVIDENCE OF NAME – Identity documents -2 required from list below & at least one with a photo, we require good photocopies and will require sight of original documents at check in, or we require certified copies – see note above. | Tick 2 boxes |
| Full Passport – 2 or more passports if dual/multi nationality | |
| Full Driving Licence – please provide a good photocopy of photo card showing photograph a) Paper Driving Licence b) Photo card Driving Licence | |
| National Insurance Card or document confirming NI number | |
| Recent HM Revenue & Customs Tax Notification or Self Assessment Notification | |
| Letter from employer or Payslips or Contract of Employment | |
| Birth or Marriage Certificate | |
| Housing Benefit/LHA Letter confirming benefits | |
| Self-employed tax exemption certificate – with photo – supply good photocopy | |

| | |
|---|--------------|
| EVIDENCE OF ADDRESS DOCUMENTS 2 required, we require good photocopies and will require sight of original documents at check in, or we require certified copies – see note above. | Tick 2 boxes |
| Bank or Building Society Statements (not older than 6 months) | |
| Local Authority Council Tax bill (current year) | |
| Utility bill (not older than 3 months) – Mobile phone bills NOT accepted. | |
| Mortgage Statement (current year) | |
| Letter from current landlord, solicitor, accountant or letting agent (not older than 6 months) | |
| Current Tenancy Agreement | |
| Letter from Benefits Agency (if not used above) | |

GUARANTOR AGREEMENT

relating to the payment of rent and
observance of a Tenancy Agreement by a Tenant(s)

I/we, the Guarantor(s)

(Guarantor(s) Name)

(Guarantor(s) Address)

(Guarantor(s) Tel. Number)

request you, the Landlord

(Landlord Name)

(Landlord Address)

Fragbarrow House
Fragbarrow Lane
Ditchling Common
Ditchling
West Sussex BN6 8TP

(Landlord Tel. Number)

(01444) 253143

**to enter into a Tenancy Agreement (a draft of which is
annexed hereto which I/we have read in full), with the
Tenant(s)**

(Tenant(s) Name(s))

(Address of property to be let)

the principal terms of which are

(Tenancy Commencement date)

TBA

(Initial Rent)

£

(Initial Term –

**Delete as appropriate)*

**Fixed for 6 / 12 months* then Periodic Tenancy for 5 years
or until termination whichever is sooner.**

**and in consideration of entering the Tenancy Agreement
detailed above/we undertake and agree with you that**

(continues overleaf)

(continued) **Guarantor Agreement Declaration**

the Tenant shall pay the Rent as specified and shall observe and perform all the terms on the part of the Tenant (s):

Tenant Name (s)

in the Tenancy Agreement.

2. in the case of default in the payment of the Rent and/or in the performance or observance of such Terms of the Tenancy Agreement I/we shall pay and make good to the Landlord on demand all arrears of rent losses, damages, costs and expenses thereby arising directly or indirectly out of any breach of the Tenancy Agreement. In the event of rent arrears or damage to the property I understand the services of Daniels Silverman Ltd or any other Commercial Debt Collection Agencies will be employed and that I will be liable for payment of all associated costs and any future costs incurred in recovering the debt.
3. the provisions of this indemnity shall apply for the whole period of the Tenancy and any continuation, extension, renewal or re-grant of the Tenancy created by agreement .
4. this Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.

Signature of Guarantor(s):

Dated:

Witness to be unrelated

Signature of Witness:

Full Name of Witness:

Occupation of Witness:

Address of Witness:

GUARANTOR - IDENTIFICATION DOCUMENTS & EVIDENCE OF ADDRESS

NOTES:

We must have proof of **personal identity** (2 pieces) and evidence of **current address** (2 pieces) – 4 pieces in total – the same documents will not cover both.

If you are a **UK national** and cannot supply original documents we can accept certified copies by: A UK lawyer, banker authorized financial intermediary, MCCB regulated mortgage intermediary, chartered accountant, teacher, doctor, minister of religion, post master/sub post master.

If you are a **non UK national** we can accept certified copies of documents from: an embassy, consulate or high commission of the country of issue, a senior official of a UK employer, lawyer or attorney.

Certified copies should be signed "original seen" and dated with full printed name, title/position, telephone or email contact and address of certifier.

Guarantor **Date**.....

British Citizen **YES / NO** - If no please state **Nationality**

Address of Property applying for

| FOR NON BRITISH CITIZENS: If you are not a British citizen you must provide copies of the following, we will require sight of the originals at check in: | Tick both boxes |
|---|-----------------|
| Biometric Immigration Document or Immigration Status Document indicating that the named person may stay in the UK for a limited period. | |
| Resident permit or Work Permit – issued by Home Office | |

| EVIDENCE OF NAME – Identity documents -2 required from list below & at least one with a photo, we require good photocopies and will require sight of original documents at check in, or we require certified copies – see note above. | Tick 2 boxes |
|--|--------------|
| Full Passport – 2 or more passports if dual/multi nationality | |
| Full Driving Licence – please provide a good photocopy of photo card showing photograph a) Paper Driving Licence b) Photo card Driving Licence | |
| National Insurance Card or document confirming NI number | |
| Recent HM Revenue & Customs Tax Notification or Self Assessment Notification | |
| Letter from employer or Payslips or Contract of Employment | |
| Birth or Marriage Certificate | |
| Housing Benefit/LHA Letter confirming benefits | |
| Self-employed tax exemption certificate – with photo – supply good photocopy | |

| EVIDENCE OF ADDRESS DOCUMENTS 2 required, we require good photocopies and will require sight of original documents at check in, or we require certified copies – see note above. | Tick 2 boxes |
|---|--------------|
| Bank or Building Society Statements (not older than 6 months) | |
| Local Authority Council Tax bill (current year) | |
| Utility bill (not older than 3 months) – Mobile phone bills NOT accepted. | |
| Mortgage Statement (current year) | |
| Letter from current landlord, solicitor, accountant or letting agent (not older than 6 months) | |
| Current Tenancy Agreement | |
| Letter from Benefits Agency (if not used above) | |

INFORMATION FOR TENANTS

A Tenant's Guide to mydeposits

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Since the 6th April 2007 all landlords who take a deposit from their tenant in England and Wales on an assured shorthold tenancy (AST) agreement must comply with the tenancy deposit protection legislation by:

- 1 Protecting the deposit with a government-authorised tenancy deposit protection scheme within 30 days of receiving it from the tenant and,
- 2 Providing the tenant with proof of the deposit protection (known as the Prescribed Information) within the same 30 day timeframe.

The legislation has been designed to protect your deposit and ensure that if entitled, you get it back.

Note: In this leaflet where it says landlord it will also mean agent if the agent has taken and protected the deposit.

Penalties for landlords who fail to comply

You can take your landlord to court if they fail to comply with the legislation. They may face the following penalties:

- Be required to return the deposit to you or lodge the full deposit with the insurance scheme within 14 days.
- Be fined between one and three times the deposit amount.
- Be unable to serve a section 21 notice to regain possession of their property

About mydeposits

mydeposits provides an insurance-based deposit protection scheme. Landlords can join the scheme and pay a fee to protect your deposit. This enables them to hold it for the duration of the tenancy and then return the agreed amount to you at the end. We offer a free and impartial alternative dispute resolution service if you cannot agree how much of the deposit is to be returned to you.

How your deposit is protected with mydeposits



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What is the Prescribed Information?

We provide your landlord with a Deposit Protection Certificate (DPC) as proof of protection. It should be signed by your landlord and you are given the opportunity to sign it to confirm your agreement to the information. This Information for Tenants leaflet is also part of the Prescribed Information. It explains who we are, how to get your deposit back and contains information about our alternative dispute resolution process.

Important - Keep this leaflet with your DPC and other tenancy documents

End of the tenancy

You should request the return of your deposit at the end of the tenancy in writing and keep evidence of the request. If you do not contact your landlord they may decide to keep your deposit until they hear from you. The onus is on you to request your deposit back.



Deposit deductions

Your landlord may wish to make deductions from the deposit; if so we suggest you discuss the issues directly with your landlord. Your landlord should return any agreed amount to you within 10 days of your request for the deposit back. If you cannot agree the proposed deductions with your landlord, you can raise a dispute with mydeposits within 3 months of vacating the property. You must wait 10 days after requesting the deposit back before raising the dispute.

TOP TIP: If your landlord does not respond to your request to return the deposit then you should raise a dispute.

About alternative dispute resolution

The mydeposits alternative dispute resolution (ADR) service can resolve your deposit dispute without you having to go to court. Both you and your landlord must agree to its use. ADR is evidence-based and requires you to raise a dispute explaining what you are disputing, and requires your landlord to provide evidence to justify the proposed deductions to the deposit. An impartial adjudicator will review the case and make a binding decision based on the evidence provided. The disputed deposit must be lodged with mydeposits for safekeeping during the dispute. We will distribute the money once a decision is made.

Notifying us of a dispute

Visit www.mydeposits.co.uk/tenants to raise a deposit dispute. Any one tenant on a Joint & Several Tenancy Agreement can raise a dispute, providing the name is on the DPC. They will need to confirm that they are acting on behalf of the other tenants. We will check the validity of the dispute before proceeding to ADR. If the deposit has been unprotected by either the landlord or us then you will have three months from the date of unprotection to raise a dispute (providing you vacate the property during that period). There is a whole section on our website which gives guidance and help on the dispute process. www.mydeposits.co.uk/tenants/guides

Contacting mydeposits



Premiere House, 1st Floor, Elstree Way, Borehamwood WD6 1JH



0333 321 9401



info@mydeposits.co.uk • www.mydeposits.co.uk

Authorised by



Department for
Communities and
Local Government