



PLACE GROUP UK TERMS OF BUSINESS

WEB BUSINESS COMPLIANCE NOTE ELECTRONIC BUSINESS WITH US VERSION: 2010WCNP4S04

[Terms for transactions commencing on or after 01 April 2013]

Updated 15 October 2015 [Law Change]

[Click [HERE](#) for terms applicable to transactions commencing on or after 01 October 2011
and before 01 April 2013]



IS THIS INFORMATION RELEVANT TO ME ?

Almost certainly, yes !

The information in this note comprises our **terms of business** is relevant to you if you are an **existing tenant, a guarantor, or a prospective tenant** using any Place Group UK web site for any legal purpose.

References to Place Group UK in this note include references to all Place Group UK business, including (but not limited to) Place Group, Place Homes, Place4Students, The London Student Group, London Student Housing Group, London Student Rentals, London Student Landlords, Nice Student Houses, The Ministry of Student Housing, Place Homes Lincoln, Lincoln Student Housing and Place In Lincoln.

Please refer to our [internet statutory information](#) for further details.

All existing tenants, guarantors and prospective tenants **intending to make any payment (credit or debit) card payments** to Place Group UK should carefully read the section "your payment card information" contained in *this* note, and those requiring more detailed information should also read the *separate more detailed note* referred to in that section.

WEBSITES:

We have taken reasonable skill and care in the preparation of the content of our websites. If our websites contain links to other independent sites over which we have no control we accept no responsibility or liability in respect of the material on such websites.

We do not accept any liability for any losses, costs or damages resulting from or relating to access, inability to access, delays in access or security of access, to the websites, nor the suitability, accuracy or adequacy of any content on the websites.

We will not be liable for losses that were not reasonably foreseeable by both you and us or were not a direct consequence of our wrongful act or omission, examples of such losses that we are not liable for are loss of profit, loss of data, and loss of opportunity. We will not be liable for punitive damages.

For any individual who wishes to or does rent a residential property from us, we do not exclude your statutory rights.

Nothing in these terms of business affect your rights as a consumer under the Consumer Rights Act 2015.

Full details of the [terms which govern the use of our websites](#) is available to view and download.

CALLS TO AND FROM PLACE GROUP UK:

Calls to (and from) Place Group UK may be monitored and/or recorded. A digital log of the caller identification number may also be retained on our systems.

As is common with most businesses processing confidential financial information, this may apply even where the caller selects to withhold their number before dialing.

Click [here](#) to view and download the information you will need to [contact us formally](#).

DOCUMENT SERVICE:

Legal documents may be served on us directly at **Place Group UK 1st Floor 17 Hanover Square W1S 1HU** Fax: 020 3137 1166 email: legal@place-homes.co.uk.

Important: If you are an **existing tenant** renting via Place Group UK (or via any third party estate agency we use) **your tenancy agreement may provide for different document service arrangements** under the Landlord and Tenant Act, in which case you **must** serve documents **as set out in your specific tenancy agreement**. You can also click [here](#) to view and download the [address for service for all existing tenants](#).

Our Hanover Square office is not open to members of the general public. You must telephone to make an appointment in advance. For security reasons, visitors without a prior appointment will be refused access to the building by the ground floor security reception.

THE CONSUMER CONTRACTS (INFORMATION CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

These regulations (which replace the Consumer Protection (Distance Selling) Regulations 2000) provide that in some circumstances if a consumer enters into an agreement by electronic format, they may have a right to cancel it within 7 days of entering into it.

It is not believed that these regulations apply to a tenancy or a written tenancy agreement, nor to an agreement or terms on which we accept the payment a commitment deposit (or the payment of one calendar month's advance rent) from a prospective tenant in connection with the rental of residential accommodation, however some housing advisors may advise prospective tenants that the regulations do apply.

There may be cases where, after having conducted a viewing at a property with a prospective tenant (and in the case of a prospective tenant comprising a group of sharers, a viewing may be with all or just some members of the group) it is agreed by email (or by text message or by any other electronic media [including our E-Doc electronic signature service] or by fax) the terms on which we accept the payment of a commitment deposit (or the payment of one calendar month's advance rent) from a prospective tenant which may then be paid by telephone, electronically or direct at a branch of our bank.

A prospective tenant may also subsequently sign a written tenancy agreement by email (or by text message or by any other electronic media [including our E-Doc electronic signature service] or by fax).

This arrangement will occur out of simple convenience to a prospective tenant because it may be impossible or impractical to agree the terms and accept the payment of a commitment deposit (or the payment of one calendar month's advance rent) from a prospective tenant, and/or for a prospective tenant to agree a tenancy and/or sign a written tenancy agreement in any other way because of the urgency or physical distance between a prospective tenant and ourselves after the viewing.

This is especially relevant to student prospective tenants who may come to London just for one day to view numerous properties before returning home and then wishing to conclude their transaction by email (or by text message or by any other electronic media [including our E-Doc electronic signature service] or by fax) and make payment by telephone, electronically or direct at a branch of our bank.

In cases where we agree by an exchange of email (or by text message or by any other electronic media [including our E-Doc electronic signature service] or by fax) the terms on which we then accept the payment of a commitment deposit (or the payment of one calendar month's advance rent) from a prospective tenant, and/or in cases where a prospective tenant also agrees a tenancy and/or signs a written tenancy agreement by email (or by text message or by any other electronic media [including our E-Doc electronic signature service] or by fax) the prospective tenant will be deemed to **waive any possible right** under these regulations. Specifically: (i) In the case of a commitment deposit (or one calendar month's advance rent) they waive any possible right to withdraw within 7 days of paying it and (ii) in the case of a tenancy and/or written tenancy agreement they waive any possible right to cancel their ongoing obligations under the tenancy agreement within 7 days of agreeing it and/or signing it.

If a prospective tenant does not accept the waiver and its application to the specific legally binding obligations they will be asked to enter into with us, **they must inform us by email** to enquiries@place-homes.co.uk or **text message** to our multimedia numbers 02031375566 or 02031371155 **before the payment** of a commitment deposit (or the payment of one calendar month's advance rent).

We reserve the right to decline to proceed in such cases, and/or agree specific arrangements with the prospective tenant. If a commitment deposit (or one calendar month's advance rent) is paid, and we have not been previously informed as set out above that a prospective tenant does not accept the waiver, the waiver is irrevocably binding for the entire transaction.

THE DIFFERENCE BETWEEN A WRITTEN TENANCY AGREEMENT AND A TENANCY:

A **written tenancy agreement** is the written document which a tenant signs. This will be either as a *digital* **E-DOC** document or as a *printed* document.

A **tenancy** is the agreement reached between the landlord and a tenant for the provision of residential accommodation whereby the landlord lets and a tenant takes the property for a term (period) at the rent payable.

A **tenancy** can be agreed **before** a **written tenancy agreement** is signed. Where a **tenancy** has been agreed before a **written tenancy agreement** is signed, the signed **written tenancy agreement** will simply be written confirmation and evidence of a **tenancy** that has **already** have been agreed.

Once a **tenancy** has been agreed, the terms will contractually oblige the prospective tenant to take further steps which will depend on whether the Standard Let Procedure of the Faster Let Procedure is used.

For the avoidance of any doubt, a prospective tenant who in breach of the terms declines (refuses) to sign (or simply fails to sign) and return a **written tenancy agreement**, and/or who declines (refuses) to complete a **tenancy** may lose a commitment deposit and/ or advance rent depending on whether the Standard Let Procedure of the Faster Let Procedure is used.

THE STANDARD LET PROCEDURE:

Background to Standard Let Procedure

Our Standard Let Procedure requires the payment of an initial commitment deposit on a non refundable basis which is credited towards the payment of one calendar month's advance rent which must be made within a period of 10 days following payment of the commitment deposit. If despite the commitment deposit having been paid, any one or more group members in a prospective tenant comprising a group of sharers then fails to pay towards the one calendar month's advance rent (or in any way fails to comply with the Standard Let Procedure) the entire commitment deposit will be forfeited (lost).

PAYMENTS YOU WILL BE ASKED TO MAKE TO US UNDER THE STANDARD LET PROCEDURE:

Commitment deposits

We normally arrange block viewing days for our properties. This means that we may see everyone who has registered their interest in a property or properties on just one day in one block viewing. After these viewings we normally receive more than one offer from prospective tenants to complete a tenancy for each property.

In order to be as fair as possible we try to inform all prospective tenants within 24 hours of receiving an offer from them whether we would be willing to accept that offer or not, and if so, on what terms.

Once we indicate that we are willing to accept an offer, and once a prospective tenant confirms that they also wish to proceed on the terms agreed, we will ask that successful prospective tenant to pay a **commitment deposit**.

For a prospective tenant comprising a group of 5 sharers (or above) this **commitment deposit** is £150 per person. Therefore a prospective tenant comprising a group of 5 sharers would pay **£750.00** and a prospective tenant comprising a group of 6 sharers would pay **£900.00**. The **commitment deposit** is NOT a fee and we will allow prospective tenants to use the sum already paid by them as **commitment deposit** to be subsequently used as a credit ("credit") towards the separate sum due from them as one calendar month's advance rent.

For a prospective tenant comprising a group of sharers we reserve the right to accept instructions from and / or to enter into negotiations with any one or other group members (including but specifically *not* limited to any nominated "lead tenant"). In particular, if at least one group member confirms that the whole group wishes to proceed, and a full **commitment deposit** is paid, we are entitled to and will (in the absence of other contradictory information in our possession) regard this as a joint and several legally binding obligation on the whole group.

For a prospective tenant comprising a group of sharers we reserve the right to accept a combined payment of the **commitment deposit** from any one or other group members (including but specifically *not* limited to any nominated "lead tenant") or from any parents or other guarantors, and upon payment to us by any person(s) purporting to act with the instructions / authority of all group members, of a combined total sum amounting to the full **commitment deposit**, the whole group will have a joint and several legally binding obligation.

Prospective tenants should note that a **commitment deposit** is a form of holding deposit. Holding deposits are not covered by any deposit protection legislation. Deposit protection legislation only applies to **tenancy deposits** (deposits to secure against dilapidations, non payment of rent and other obligations under a tenancy) paid by tenants in respect of a tenancy which is an Assured Shorthold Tenancy (AST). Most tenancies are now AST following a change in legislation on 01 October 2010.

Please ensure you are aware of the circumstances in which commitment deposits can be forfeited (lost) under our terms.

One calendar month's advance rent

One calendar month's **advance rent** must be paid within a period of **10 days** following payment of the commitment deposit.

Whilst we will allow prospective tenants to use the sum already paid by them as commitment deposit to be subsequently used as a credit ("credit") towards the separate sum due from them as one calendar month's **advance rent**, payment of the one calendar month's **advance rent** will be treated as a completely separate payment by the prospective tenant for accounting and compliance purposes.

Providing the tenancy does complete, the sum of one calendar month's **advance rent** will then subsequently be applied to the first month's rent due, with no further rent due until the start of the second month of the tenancy.

Prospective tenants should note that **advance rent** is not covered by any deposit protection legislation. Deposit protection legislation only applies to **tenancy deposits** (deposits to secure against dilapidations, non payment of rent and other obligations under a tenancy) paid by tenants in respect of a tenancy which is an Assured Shorthold Tenancy (AST). Most tenancies are now AST following a change in legislation on 01 October 2010.

Please ensure you are aware of the circumstances in which advance rent can be forfeited (lost) under our terms.

Tenancy deposit

Payment of the **tenancy deposit** itself will not be required until after 01 June for a tenancy with a move in date in July August or September. The exact date by which payment of the **tenancy deposit** is required will be specified in the written tenancy agreement. Payment of the **tenancy deposit** will be treated as a completely separate payment by the prospective tenant for accounting and compliance purposes.

For a tenancy with a move in date other than July August or September, the exact date by which payment of the **tenancy deposit** is required will *first* be agreed in writing in advance, and *then* be specified in the written tenancy agreement.

A **tenancy deposit** will not be regarded to have been paid in full until the total sum of the **tenancy deposit** specified in the written tenancy agreement has been received by us.

Once the total sum of the **tenancy deposit** has been received, at that stage the deposit protection legislation will apply to the **tenancy deposit** sum.

We are registered with “[mydeposits](#)” [an approved deposit protection scheme](#) and **tenancy deposits** will be protected in the scheme in accordance with the scheme rules and regulations.

PLACE GROUP UK CANCELLATION POLICIES UNDER THE STANDARD LET PROCEDURE:

Commitment deposits

The circumstances in which a sum representing the full amount of the commitment deposit will be forfeited (lost) are set out below and include failing to sign and return a written tenancy agreement or parental guarantee on time or at all, failing to supply proof of a guarantor’s address and identity on time or at all, failing to submit a guarantor’s credit assessment (if requested by us) on time or at all, and failing to pay one calendar month’s advance rent on time or at all.

The full amount of **commitment deposit will** be forfeited (lost) and a prospective tenant will be deemed to have declined (refused) to complete the tenancy if after having confirmed their willingness to do so by payment of the commitment deposit, the prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) subsequently **declines (refuses)** to sign (or simply **fails to sign**) and return the **written tenancy agreement** to Place Group UK, in the case of a digital E-DOC document to such electronic mail address as advised and within a period of **5 days** following receipt from us electronically, and in the case of a printed document to such postal address or fax number as advised and within a period of **10 days** following a request from us by post.

The full amount of **commitment deposit will** be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if they **cannot** (*any group member in the case of a prospective tenant comprising a group of sharers*) supply a **guarantor** or (*any group member in the case of a prospective tenant comprising a group of sharers*) their guarantor **declines (refuses)** to sign (or simply **fails to sign**) and return the **parental guarantee** to Place Group UK, in the case of a digital E-DOC document to such electronic mail address as advised and within a period of **5 days** following receipt from us electronically, and in the case of a printed document to such postal address or fax number as advised and within a period of **10 days** following a request from us by post.

The full amount of **commitment deposit will** be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if (*any group member in the case of a prospective tenant comprising a group of sharers*) their guarantor **declines (refuses)** to supply (or simply **fails to supply**) **guarantor’s requested proof of address and identity** to Place Group UK, to such postal address or fax number as advised and within a period of **10 days** following a request from us by post. (The requirement to supply guarantor’s proof of address and identity to Place Group UK applies to guarantors signing both digital and printed parental guarantees.)

The full amount of **commitment deposit will** be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if (*any group member in the case of a prospective tenant comprising a group of sharers*) their

guarantor **declines (refuses)** to complete (or simply **fails to** complete) and submit the **guarantor's credit assessment** in accordance with our written instructions and within a period of **5 days** following receipt of a request from us electronically. (In most cases, a **guarantor's credit assessment** will NOT be required).

The full amount of **commitment deposit** will be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if they **fail to** (*any group member in the case of a prospective tenant comprising a group of sharers*) pay one calendar month's **advance rent** in cleared funds within a period of **10 days following payment of the commitment deposit**. (The methods available for payment, typically by telephone, by electronic transfer or direct at a branch of our bank, will be set out as part of the terms on which we accept the payment of a commitment deposit. We can accept immediate payments 24 hours a day).

This strict policy applies because once a **commitment deposit** has been paid, we will have told all other prospective tenants that the property has been let. If a prospective tenant then declines (refuses) to complete the tenancy, this will mean that we have to remarket and reshew the property. The forfeited sum represents our costs in dealing with the marketing and advertising and our wasted and additional management time. By paying a **commitment deposit** a prospective tenant agrees to the terms on which it is paid in exchange for the benefit making such a payment brings.

Except in the case of deliberate fraud by you, a commitment deposit is not forfeited if we decide not to complete the tenancy with you. However, if you deliberately mislead us or deliberately complete false or misleading details, you may forfeit a commitment deposit.

In cases where we return a **commitment deposit** (eg if we decide not to complete a tenancy) we will also return any advance rent we may have already received.

If we have not previously agreed in writing to waive our standard charges for a pre tenancy assessment then this sum is not repayable to prospective tenants, although we may and often do refund it at our discretion.

Details of such variation (if any) which we make to the 5 and 10 day periods specified, will be confirmed to any prospective tenant before they make payment of the commitment deposit, and in the case of an initial confirmation by text message (which becomes effective immediately it is sent) may be further confirmed by us by email within 48 hours of the variation, confirming the original date time and wording of the text message.

One calendar month's advance rent

The circumstances in which a sum representing the full amount of one calendar month's advance rent will be forfeited (lost) are set out below and include refusing to complete the tenancy simply because you no longer wish to do so, failing to pay the tenancy deposit on time or at all, and failing to comply with the initial payment arrangements in the written tenancy agreement on time or at all.

A prospective tenant who **declines (refuses) to complete a tenancy** at any stage after payment of one calendar month's **advance rent** and before moving in, will forfeit (lose) the full amount of one calendar month's **advance rent**.

A prospective tenant will be deemed to have declined (refused) to *complete* the tenancy if (despite irrevocably having confirmed their obligation to make this payment by signing the written tenancy agreement some months earlier) the prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) subsequently **declines (refuses)** (or simply **fails to**) pay **the tenancy deposit** in cleared funds on or before the date specified for this in the written tenancy agreement.

A prospective tenant will be deemed to have declined (refused) to *complete* the tenancy if the prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) **declines (refuses)** (or simply **fails to**) comply with the initial **payment arrangements for the second and third months rent** (which payment arrangements will comprise sending post dated cheques and/ or providing proof that a standing order has been set up and/or providing a continuing debit card authority mandate) on or before the date specified for this in the written tenancy agreement.

THE FASTER LET PROCEDURE:

Background to Faster Let Procedure

Place Group UK now always adopt the Faster Let Procedure when a prospective tenant comprises a group of 5 or 6 student sharers.

Our Standard Let Procedure (set out above) requires the payment of an initial commitment deposit on a non refundable basis which is credited towards the payment of one calendar month's advance rent which must be made within a period of 10 days following payment of the commitment deposit.

For a prospective tenant comprising a group of sharers this can cause problems, because if despite the commitment deposit having been paid, any one or more group members in a prospective tenant comprising a group of sharers then fails to pay towards the one calendar month's advance rent (or in any way fails to comply with the Standard Let Procedure) the entire commitment deposit will be forfeited (lost).

The Faster Let Procedure avoids the commitment deposit stage, and enables each group member in a prospective tenant comprising a group of 5 or 6 student sharers to independently make a payment (without any initial financial risk) to demonstrate that (albeit as part of a group) they are personally ready willing and able to proceed.

Under the **Faster Let Procedure** the **parental guarantees** and **written tenancy agreement** are not sent for electronic signature until **after** a **tenancy** has been agreed. The tenancy itself would be agreed by the group making an **offer** to rent from us (and making the payment of one calendar month's advance rent and agreeing for it to become non refundable) and us **accepting** that offer.

Under the **Faster Let Procedure** the **written tenancy agreement** and **parental guarantees** are simply the written confirmation of a tenancy that has **already** have been agreed.

It is the payment of the one calendar month's advance rent by the group and the group's agreement to it being non refundable that is the group's **offer** to rent from us, the **acceptance** of which by us creates the tenancy.

Faster Let Procedure

Instead of requesting payment of the initial non refundable commitment deposits, **we will immediately proceed to request payment of the full proportionate amount of approximately 1/5 or 1/6 of the full amount of one calendar month's advance rent from each group member**, initially to be paid on a **fully refundable** basis.

Payment must be made by payment (credit or debit) card providing absolute proof of the date and time of payment and the consumer protection offered by this method of payment.

Once we have received the full proportionate amount of approximately 1/5 or 1/6 of the full amount of one calendar month's **advance rent** from *each* group member we will then at that stage formally separately ask *each* group member to confirm (using an electronic signature) whether they wished to proceed.

This is called the Do You Wish To Proceed Question ("DYWTP Question")

Under the Faster Let Procedure the following applies when the DYWTP Question is asked:

By answering YES to the DYWTP Question *each* group member is confirming that they understand the basis on which a binding tenancy can be agreed before a written tenancy agreement has been signed, and *each* group member is confirming that:

1. They are ready willing and able to sign the **written tenancy agreement** within **5 days** following receipt from us electronically.
2. They have asked their guarantors who have confirmed to them they are ready willing and able to sign the **parental guarantee** within **5 days** following receipt from us electronically and provide **guarantor's proof of address and identity** within **10 days** following a request from us by post.
3. They agree our standard terms apply (other than where expressly varied) and they are aware of all the circumstances in which advance rent (and any other payments) can be **forfeited (lost)** under our standard terms.
4. They agree that if we do accept an offer by the group to rent from us, and they do not then sign the written tenancy agreement and / or their guarantors do not then sign the parental guarantee/ provide guarantor's proof of address and identity within the time frames indicated above, we will regard that to be a refusal to complete the tenancy and

the full amount of one calendar month's advance rent the group has already paid will be **forfeited (lost)** and we will have the right to elect to let the property to someone else.
If every group member answers YES to the DYWTP Question:

1. We will regard that as an **offer** by the group to rent from us, which we are entitled to **accept** and
2. We will inform the group as soon as is reasonably possible whether we **accept** the **offer** by the group to rent from us

If we do accept the offer by the group to rent from us:

1. The full amount of the one calendar month's advance rent the group has already paid becomes strictly **non refundable**

Proceeding on the above basis will mean that *each* group member can *independently* make a payment knowing it to be **fully refundable** until we have received *both* a payment *and* an affirmative answer to the **DYWTP Question** from every group member.

Under the **Faster Let Procedure** until we have received *both* a payment *and* an affirmative answer to the **DYWTP Question** from every group member, a property is not withdrawn from marketing.

[Please note :The time frames set out above assume that the written tenancy agreement and parental guarantees will always be signed electronically when using the Faster Let Procedure, and that the only documents to be sent by post will be the guarantor's proof of address and identity. If, exceptionally, the written tenancy agreement and parental guarantees are not to be signed electronically, this must be agreed in advance and a different time frame will be applicable. Prospective tenants must ensure you are aware of the circumstances in which advance rent can be forfeited (lost) under our terms if time frames are not adhered to.]

Background to Faster Let PCAF Procedure

Place Group UK may agree to adopt the Faster Let PCAF Procedure. This comprises a small variation to the normal Faster Let Procedure and avoids any initial deduction from the payment (credit or debit) card by the use instead of a payment card authority form.

Faster Let PCAF Procedure

Instead of inviting *each* group member to make an actual payment to us by payment (credit or debit) card for their proportionate share of the one calendar month's advance rent on a **fully refundable basis**, we simply invite *each* group member to **complete a payment card authority form ("PCAF")** for their proportionate share of the one calendar month's advance rent and we treat the provision of the completed **PCAF** as the equivalent of that group member having made an actual payment, but without deducting any actual payment from that group member's payment (credit or debit) card.

If we are using the **Faster Let PCAF Procedure**, any references in the **Faster Let Procedure** (above) to making a payment should be read as referring instead to the provision by *each* group member of a completed **PCAF**.

Using the **Faster Let PCAF Procedure** we would only deduct any actual payments from *each* group member's payment (credit or debit) card using the **PCAFs** when we had received *both* a completed **PCAF** *and* an affirmative answer to the **DYWTP Question** from every group member.

For any groups where we had not received a completed **PCAF** from every group member and/or where for whatever other reason no final agreement to proceed with a tenancy was reached with every group member, we guarantee unconditionally that any completed **PCAFs** we had received would be safely destroyed without any payment having been deducted.

Under the Faster Let PCAF Procedure the following applies when the DYWTP Question is asked:

By answering **YES** to the DYWTP Question *each* group member is confirming that they understand the basis on which a binding tenancy can be agreed before a written tenancy agreement has been signed, and *each* group member is confirming that:

1. They are ready willing and able to sign the **written tenancy agreement** within **5 days** following receipt from us electronically.
2. They have asked their guarantors who have confirmed to them they are ready willing and able to sign the **parental guarantee** within **5 days** following receipt from us electronically and provide **guarantor's proof of address and identity** within **10 days** following a request from us by post.
3. They agree our standard terms apply (other than where expressly varied) and they are aware of all the circumstances in which advance rent (and any other payments) can be **forfeited (lost)** under our standard terms.
4. They agree that if we do accept an offer by the group to rent from us, and they do not then sign the written tenancy agreement and / or their guarantors do not then sign the parental guarantee/ provide guarantor's proof of address and identity within the time frames indicated above, we will regard that to be a refusal to complete the tenancy and the full amount of one calendar month's advance rent the group has already paid will be **forfeited (lost)** and we will have the right to elect to let the property to someone else.

If every group member answers YES to the DYWTP Question:

1. We will regard that as an **offer** by the group to rent from us, which we are entitled to **accept** and
2. We will inform the group as soon as is reasonably possible whether we **accept** the **offer** by the group to rent from us

If we do accept the offer by the group to rent from us:

1. We will deduct from *each* group member (using their completed **PCAF**) their proportionate share of the one calendar month's advance rent and
2. The full amount of the one calendar month's advance rent the group has then paid will become strictly **non refundable**

[Please note :The time frames set out above assume that the written tenancy agreement and parental guarantees will always be signed electronically when using the Faster Let PCAF Procedure, and that the only documents to be sent by post will be the guarantor's proof of address and identity. If, exceptionally, the written tenancy agreement and parental guarantees are not to be signed electronically, this must be agreed in advance and a different time frame will be applicable. Prospective tenants must ensure you are aware of the circumstances in which advance rent can be forfeited (lost) under our terms if time frames are not adhered to.]

PAYMENTS YOU WILL BE ASKED TO MAKE TO US UNDER THE FASTER LET AND FASTER LET PCAF PROCEDURES:

One calendar month's advance rent

One calendar month's **advance rent** must be paid in accordance with the **Faster Let Procedure** set out above.

Providing the tenancy does complete, the sum of one calendar month's **advance rent** will then subsequently be applied to the first month's rent due, with no further rent due until the start of the second month of the tenancy.

Prospective tenants should note that **advance rent** is not covered by any deposit protection legislation. Deposit protection legislation only applies to **tenancy deposits** (deposits to secure against dilapidations, non payment of rent and other obligations under a tenancy) paid by tenants in respect of a tenancy which is an Assured Shorthold Tenancy (AST). Most tenancies are now AST following a change in legislation on 01 October 2010. .

Please ensure you are aware of the circumstances in which advance rent can be forfeited (lost) under our terms.

Tenancy deposit

Payment of the **tenancy deposit** itself will not be required until after 01 June for a tenancy with a move in date in July August or September. The exact date by which payment of the **tenancy deposit** is required will be specified in the written tenancy agreement. Payment of the **tenancy deposit** will be treated as a completely separate payment by the prospective tenant for accounting and compliance purposes.

For a tenancy with a move in date other than July August or September, the exact date by which payment of the **tenancy deposit** is required will *first* be agreed in writing in advance, and *then* be specified in the written tenancy agreement.

A **tenancy deposit** will not be regarded to have been paid in full until the total sum of the **tenancy deposit** specified in the written tenancy agreement has been received by us.

Once the total sum of the **tenancy deposit** has been received, at that stage the deposit protection legislation will apply to the **tenancy deposit** sum.

We are registered with "[mydeposits](#)" an approved deposit protection scheme and **tenancy deposits** will be protected in the scheme in accordance with the scheme rules and regulations.

PLACE GROUP UK CANCELLATION POLICIES UNDER FASTER LET AND FASTER LET PCAF PROCEDURES:

One calendar month's advance rent

The circumstances in which a sum representing the full amount of one calendar month's advance rent will be forfeited (lost) are set out below.

The circumstances in which a sum representing the full amount of one calendar month's advance rent will be forfeited (lost) include failing to sign and return a written tenancy agreement or parental guarantee on time or at all, failing to supply proof of a guarantor's address and identity on time or at all and failing to submit a guarantor's credit assessment (if requested by us) on time or at all.

The full amount of one calendar month's **advance rent will** be forfeited (lost) and a prospective tenant will be deemed to have declined (refused) to complete the tenancy if the prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) subsequently **declines (refuses)** to sign (or simply **fails to sign**) and return the **written tenancy agreement** to Place Group UK, in the case of a digital E-DOC document to such electronic mail address as advised and within a period of **5 days** following receipt from us electronically, and in the case of a printed document to such postal address or fax number as advised and within a period of **10 days** following a request from us by post.

The full amount of one calendar month's **advance rent will** be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if they **cannot** (*any group member in the case of a prospective tenant comprising a group of sharers*) supply a **guarantor** or (*any group member in the case of a prospective tenant comprising a group of sharers*) their guarantor **declines (refuses)** to sign (or simply **fails to sign**) and return the **parental guarantee** to Place Group UK, in the case of a digital E-DOC document to such electronic mail address as advised and within a period of **5 days** following receipt from us electronically, and in the case of a printed document to such postal address or fax number as advised and within a period of **10 days** following a request from us by post.

The full amount of one calendar month's **advance rent** will be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if (*any group member in the case of a prospective tenant comprising a group of sharers*) their guarantor **declines (refuses)** to supply (or simply **fails to supply**) **guarantor's requested proof of address and identity** to Place Group UK, to such postal address or fax number as advised and within a period of **10 days** following a request from us by post. (The requirement to supply guarantor's proof of address and identity to Place Group UK applies to guarantors signing both digital and printed parental guarantees.)

The full amount of one calendar month's **advance rent** will be forfeited (lost) and a prospective tenant will also be deemed to have declined (refused) to complete the tenancy if (*any group member in the case of a prospective tenant comprising a group of sharers*) their guarantor **declines (refuses)** to complete (or simply **fails to complete**) and submit the **guarantor's credit assessment** in accordance with our written instructions and within a period of **5 days** following receipt of a request from us electronically. (In most cases, a **guarantor's credit assessment** will NOT be required).

Details of such variation (if any) which we make to the 5 and 10 day periods specified, will be confirmed to any prospective tenant before they make payment of the commitment deposit, and in the case of an initial confirmation by text message (which becomes effective immediately it is sent) may be further confirmed by us by email within 48 hours of the variation, confirming the original date time and wording of the text message.

The circumstances in which a sum representing the full amount of one calendar month's advance rent will be forfeited (lost) also include refusing to complete the tenancy simply because you no longer wish to do so, failing to pay the tenancy deposit on time or at all, and failing to comply with the initial payment arrangements in the tenancy agreement on time or at all.

A prospective tenant who **declines (refuses) to complete a tenancy** at any stage after payment of one calendar month's **advance rent** and before moving in, will forfeit (lose) the full amount of one calendar month's **advance rent**.

A prospective tenant will be deemed to have declined (refused) to *complete* the tenancy if (despite irrevocably having confirmed their obligation to make this payment by signing the written tenancy agreement some months earlier) the prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) subsequently **declines (refuses)** (or simply **fails to**) pay **the tenancy deposit** in cleared funds on or before the date specified for this in the written tenancy agreement.

A prospective tenant will be deemed to have declined (refused) to *complete* the tenancy if the prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) **declines (refuses)** (or simply **fails to**) comply with the initial **payment arrangements for the second and third months rent** (which payment arrangements will comprise sending post dated cheques and/ or providing proof that a standing order has been set up and/or providing a continuing debit card authority mandate) on or before the date specified for this in the written tenancy agreement.

Except in the case of deliberate fraud by you, advance rent is **not** forfeited if **we** decide not to complete the tenancy with you. However, if you deliberately mislead us or deliberately complete false or misleading details, you may forfeit advance rent.

PGUK CANCELLATION POLICY GENERALLY UNDER STANDARD LET, FASTER LET AND FASTER LET PCAF PROCEDURES:

Before moving in

Prospective tenants should note that the circumstances outlined above which will lead to the forfeiture (loss) of a **commitment deposit** or **advance rent** can also result in prospective tenants being held liable for any of our additional losses which were reasonably foreseeable to them when deciding not to honor their commitment and legal obligation to us. In particular, we may have to re-let a property with a later start date and/or lower rental sum where we have missed a viewing period specifically relevant to the type of letting being conducted. Our losses in these cases may well exceed the sum already forfeited under our terms. Setting the reasonably prompt time limits is our attempt to mitigate and avoid such additional losses accruing, but we hereby put you on notice of this possibility and our legal right to claim such additional losses from you.

After moving in

Entering into a tenancy creates a legally binding obligation. Each tenancy is for a fixed contractual term not exceeding 364 days, with no tenants break clause during this period. Subject to our general legal obligation to mitigate, tenants who enter into and then seek to (or do) breach any of their obligations under a tenancy are liable for the full financial consequences which arise. These can be very substantial.

When a group of tenants enter into a single tenancy imposing joint and several liability, this means that each tenant in the group is jointly and also individually (severally) liable for fulfilling all the tenants obligations in the tenancy.

The most important (but not the only) aspect of joint and several liability is that if one tenant in such a group fails to pay towards the rent, the total rent remains payable and due and can be claimed from the other tenants in the group. Whilst we would seek first to obtain payment from any guarantor, ultimately our rights under a tenancy imposing joint and several liability to claim from any individual tenant or tenants severally (as well as some and/or all the tenants jointly) remains fully available.

All our written tenancy agreements impose joint and several liability. This is quite normal business practice, and the only difference may be that we make this clear whereas other landlords often do not.

Rent paid in advance

Rent which has been paid in advance is non refundable. Please also refer to our separate note on [rent paid in advance](#) for more information. We may consider making exceptions to the strict legal position, but such cases are assessed on their merits and the circumstances.

SUPPLY OF FALSE/MISLEADING INFORMATION:

The deliberate and/or negligent supply of false/misleading information (and/or the deliberate and/or negligent withholding of material information) by a prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/ or their guarantor] in order to obtain a tenancy may amount to a fraudulent and/or negligent misrepresentation. This may entitle us to refuse to complete a tenancy, terminate a tenancy early and/ or claim damages.

If we believe that a prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] have deliberately and/or negligently supplied false/misleading information (and/or deliberately and/or negligently withheld material information) in order to obtain a tenancy we will use civil proceedings to ensure that our position is not prejudiced by a prospective tenant's (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor's] actions and we may report a prospective tenant's (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor's] actions to a licensed credit reference agency. A prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] who deliberately and/or negligently supply false/misleading information (and/or who deliberately and/or negligently withhold material information) may be liable for all our losses which result from their action, whether foreseeable or not.

The deliberate supply of false/misleading information (and/or the deliberate withholding of material information) by a prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] in order to obtain a tenancy may also result in a criminal prosecution. In serious cases we would refer our file to the Metropolitan Police Service.

A prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] must ensure that when supplying any information in connection with applying for a tenancy whether in writing (forms/letter/email/text) and/or by telephone that it is true, accurate and complete.

A prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] must ensure that any documents or copy documents they supply in connection with applying for a tenancy are genuine and/or have not been altered in anyway.

We reserve the right to refuse to complete a tenancy at any stage before move in date if we have reasonable cause to believe that a prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] may be unable or unwilling to meet their financial or other obligations.

Reference to prospective tenant above includes existing tenant where the provision of the false/misleading information and/or the withholding of material information is not discovered until after a tenancy has been completed.

CHANGES TO INFORMATION:

Before move in date

A prospective tenant (*any group member in the case of a prospective tenant comprising a group of sharers*) [and/or their guarantor] must ensure that if since initially supplying any information to us in connection with applying for a tenancy there are (or are likely to be) any material changes to their circumstances, that these changes are disclosed to us in writing within 14 days and in all cases before move in date. Changes notified to us may result in different terms being applied. [Some non exhaustive examples would be a change of financial circumstances/ change of study course/ terminating a course/ starting smoking (where previously non smoking stated)].

After move in date

During a tenancy, a tenant (*any group member in the case of a tenant comprising a group of sharers*) [and/or their guarantor] must ensure that any material changes to their circumstances are disclosed to us in writing within 14 days. Changes notified to us may result in different terms being applied. [Some non exhaustive examples would be a change of financial circumstances/ change of study course/ terminating a course/ starting smoking (where previously non smoking stated)].

YOUR PERSONAL AND FINANCIAL INFORMATION:

Our [website privacy policy](#) and our [website cookies policy](#) is available to view and download. Our [email anti-spam policy](#) is available to view and download.

How we use **existing tenants** personal and financial information is set out in detail in our separate [Data Protection Act Compliance Statement](#) which is available to view and download. Tenants who enter into a tenancy with us are subject to the Data Protection Act Compliance Statement.

How we use **guarantors** personal and financial information is set out in detail in our separate [Data Protection Act Compliance Statement for Guarantors](#) which is available to view and download. Guarantors who enter into a guarantee with us are subject to the Data Protection Act Compliance Statement for Guarantors.

How we use **prospective tenants** personal and financial information when making an application for a tenancy is set out in detail in our [application for tenancy](#) which is also available to view and download as a pdf (and as an **E-DOC**) from the [application downloads area](#) of our resources web site. **Prospective tenants** who wish to apply to rent from us are required to sign this form which comprises an informed consent under the Data Protection Act. **Prospective tenants** who do not complete and/or sign a full application for tenancy (for example because we waive this formality) will still be deemed to have read this form and have given the informed consent referred to.

When you apply as a **prospective tenant** to rent a property from us (or you apply as a **guarantor** on behalf of a **prospective tenant** applying to rent a property from us) we may **also** use the services of an **external** company providing a **tenant and guarantor verification service** to help us assess your suitability as a tenant or as a guarantor. That company may themselves use a **Licensed Credit Reference Agency**.

We may **also** directly use the services of a **Licensed Credit Reference Agency** to help us assess your suitability as a tenant or as a guarantor.

How such a specialist **external** company providing a **tenant and guarantor verification service** and / or how such a **Licensed Credit Reference Agency** may use **prospective tenants** and/ or **prospective guarantors** personal and financial information is set out in detail in our [external verification consent document](#) which is available to view and download.

YOUR PAYMENT CARD INFORMATION:

How we specifically treat and manage **all payment (credit and debit) card financial information (known as “cardholder data”)** is set out in detail in our [Payment Card Industry Data Security Standards Statement](#) (PCI DSS) which is available to view and download from the [card payment area](#) of our resources website.

All existing tenants, guarantors and prospective tenants who wish to undertake a payment (credit and debit) card transaction with us are advised to review this statement in full.

If you choose to pay by telephone, we do need to collect some cardholder data from you verbally in order to process your payment, however we do not store in any format or media any cardholder data which we collect in this way for processing purposes.

If you chose to complete a secure payment card authority form, any cardholder data collected from you is transmitted and then stored in a secured encrypted format.

Place Group UK's compliance with PCI DSS is independently audited and verified on a monthly basis by TrustWave PLC and Streamline/ Worldpay.

Occasionally we may use card processing services provided by Acceptacard or PayPal instead of Streamline. Telephone payments may be handled for us by members of staff working directly for Acceptacard. All of our third party processors themselves also comply fully with PCI DSS.

PAYMENT CARD REFUNDS:

If you make a payment (credit and debit) card payment to us in error, we will process a refund for this not longer than 7 days (i) after we have been made aware of it in writing and (ii) our bank has issued confirmation that the payment has in fact been received by us and has not been and cannot now be countermanded by the payer.

If there is any confusion about whether we can issue a refund because the funds cannot be identified, or we cannot obtain confirmation that they cannot be countermanded, we will contact the payer.

If you make a request for a chargeback which results in a refund payment being made to your payment (credit or debit) card by our card processor, but which would not otherwise be due to you under our terms of business, we will ask you to repay the sum

to us within 14 days by cheque, after which time if payment has not been made, we reserve the right to issue a civil claim in the county court for this sum as an unpaid debt.

DATA PROTECTION ACT AND YOUR PERSONAL AND FINANCIAL INFORMATION:

Please note that your personal details are handled in accordance with all legislation applicable under English Law.

Our registration under the **Data Protection Act** authorizes us to process **stated personal data** various for **stated purposes**.

The **stated personal data** relevant to existing (and previous) tenants, guarantors and prospective tenants includes personal details, employment details and financial details.

The **stated purposes** relevant to existing (and previous) tenants, guarantors and prospective tenants include the management and administration of residential property, deciding whether to accept any person as a tenant or guarantor, and keeping records of transactions.

If you have a **complaint about the use of your personal data**, please raise these with us first. Your complaint will be reviewed internally overseen by our in house legal advisors. You can also complain to the **Information Commissioner** if you feel your data has been mishandled. The **Information Commissioner** is at w: www.ico.gov.uk t: 01625 545 740. Our registration under the **Consumer Credit Act** also provides a complaints procedure through the **Financial Ombudsman Service** at w: www.financial-ombudsman.org.uk for activities which are Consumer Credit Act regulated.

Our [Data Protection Act](#) and our [Consumer Credit Act](#) registration are available to view and download.

We are registered with [“mydeposits” an approved deposit protection scheme](#). Details can be viewed and downloaded.

CONFIDENTIALITY:

The tenant (*any group member in the case of a tenant comprising a group of sharers*) [and/or their guarantor] agrees not to themselves publish (nor to agree nor consent to publication of, nor to procure the publication by any third party of) any information or photographs (other than in the course of obtaining legitimate legal advice or as required by law) about any matters likely to be considered detrimental or prejudicial to the reputation of the landlord, the reputation of any of the *other* group members in the case of a tenant comprising a group of sharers, nor the reputation of anyone acting as a guarantor. For the avoidance of any doubt, publication includes posting information, feedback messages and photographs on the internet, including social media sites such as (but not limited to) Facebook and Twitter and internet forums operated by or on behalf of universities and/ or university student unions.

COMPLAINTS:

Complaints are taken seriously and we have a [complaints handling procedure](#) which is **available to view and download**.

If your complaint cannot be resolved internally, existing tenants and prospective tenants may be able to pursue their complaint with the help of their **University Accommodation Office or Housing Service** (if they are students and it is a university with whom we are registered) and/or with the help of the **UK Landlord Accreditation Partnership (UKLAP)** and/or with the help of the **Unipol/Afs Code**. We will advise you at final decision stage if these options are open to you and how to pursue them.

We are a member of Ombudsman Services Property which is a government approved dispute resolution scheme:

All existing and prospective tenants also benefit from the fact that we are a member of **Ombudsman Services Property** which is a government approved dispute resolution scheme and which *may* be able to help with your complaint if we are unable to.

This service is approved as an estate agent redress scheme, meets the requirements of the Consumers Estate Agents and Redress Act 2007 and is entirely independent. It provides a free service investigating complaints fairly by listening to both sides of the story and looking at the facts.

The website is w: www.ombudsman-services.org/property

We are also a member of the separate Housing Ombudsman Service:

Whilst not available to prospective tenants, all existing tenants do benefit from the fact that we are **also** a member of the separate **Housing Ombudsman Service**.

The Housing Act 1996 (amended by the Housing & Regeneration Act 2008) requires all social housing providers to belong to the **Housing Ombudsman Service**. It includes all providers registered with the Tenant Services Authority, such as landlords, managing agents, and developers. The **Housing Ombudsman Service** also covers non-social housing providers who have joined it voluntarily.

The **Housing Ombudsman Service** deals with complaints and disputes affecting a wide range of property issues and offers an impartial and careful review of complaints and disputes, after our internal complaints procedures have been followed.

The **Housing Ombudsman Service** makes decisions after careful enquiries to discover the facts and will usually try and find a way to achieve a local settlement or put the matters to an adjudication on papers only or with a hearing. They may instead offer mediation or other methods to deal with the problem more quickly and informally.

If you are an **existing tenant** and you think we have provided a poor service or managed your home badly, the **Housing Ombudsman Service** *may* be able to help with your complaint if we are unable to.

The Housing Ombudsman Service is only able to look at complaints about registered housing providers, is government backed, free, independent and

impartial. The Ombudsman's rulings are conclusive. He makes his decisions according to what is fair in all the circumstances of each case.

The **Housing Ombudsman Service** website is w: www.housing-ombudsman.org.uk

Depending on the nature of the service you are complaining about, our registration under the **Consumer Credit Act** *may* also enable a complaint to be made to the **Financial Services Ombudsman**, although this is **most unlikely** to apply to complaints arising from the rental by tenants of residential property unless the transaction has **also** involved activities for which we are regulated under the Consumer Credit Act.

The complaints handling procedure is **not** available to request day to day property maintenance or repairs, nor for existing tenants to deal with internal complaints about their house colleagues. There are specific procedures for this, available in the password protected current students area of the resources web site.

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