



HARRISON INGRAM



INFORMATION PACK AND PRIVACY POLICY

UPDATED JUNE 2023



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LANDLORDS FEES

TENANCY SET UP, RENT COLLECTION & FULL MANAGEMENT

To find the tenants and manage the property in accordance with our Terms & Conditions our fee is:

15% Monthly (18% including VAT) of the rental collected during the term of our management, which includes: -

- Professional independent inventory
- Independent check in and check out
- Regular property inspections with a written report and photographs
- 6 Month rent guarantee including legal protection
- Periodic renewal of tenancy agreements
- Tenants deposit protection and status updates throughout the tenancy

TENANCY SET UP

For a 12 MONTH TENANCY our fee is 8% of total rent payable up front (10% including VAT), which includes: -

- Deposit protection and status updates (see Terms & Conditions)
- Independent check-in-



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INVENTORY AND CHECK OUT FEES

	CHECKOUT FEE* (Inc VAT)	INVENTORY* (Inc VAT)
1 BEDROOM	£115.00	£95.00
2 BEDROOMS	£130.00	£110.00
3 BEDROOMS	£150.00	£135.00
4 BEDROOMS	£180.00	£150.00
5 BEDROOMS	£200.00	£180.00
6 BEDROOMS	By arrangement according to size of property	

ALL FURNISHED PROPERTIES FEES WILL BE DETERMINED BY LEVEL OF FURNISHINGS

*Prices shown are for unfurnished properties. For full details, please refer to our Terms & Conditions.

OTHER OPTIONAL SERVICES

Gas Safe certification	£78.00 (inc. VAT)
EPC (Energy Performance Certificate)	£75.00 (inc. VAT)
Tenancy renewals	£240.00 (inc. VAT)



TENANT FEES SCHEDULE

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NEW ASSURED SHORTHOLD TENANCIES (ASTS) SIGNED ON OR AFTER 1 JUNE 2019

HOLDING DEPOSIT (PER TENANCY)

This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraws from the tenancy, fail a Right to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/ or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

SECURITY DEPOSIT (PER TENANCY, RENT UNDER £50,000 PER YEAR)

Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

SECURITY DEPOSIT (PER TENANCY. RENT OF £50,000 OR OVER PER YEAR)

Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

UNPAID RENT

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.



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LOST KEY(S) OR SECURITY DEVICE(S)

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

VARIATION OF CONTRACT (TENANTS REQUEST) £50 (INC. VAT) PER AGREED VARIATION

To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

CHANGE OF SHARER (TENANTS REQUEST) £50 (INC. VAT) PER REPLACEMENT TENANT OR ANY REASONABLE COSTS INCURRED IF HIGHER

To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

EARLY TERMINATION (TENANTS REQUEST)

Should the tenant wish to leave their contract early; they shall be liable to the landlord's costs in re-letting the property (in accordance with Harrison Ingram's published Landlord Letting fees) as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.



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CLIENT

Any member of the Public which is a client of Harrison Ingram Estate Agents and includes any person, firm, trust, body corporate or other organisation.

CLIENT MONEY

Money of any currency (whether in the form of cash, cheque, draft, or electronic transfer) which we hold or receive for or from a client, including money held as stakeholder and which is not immediately due and payable on demand to us for our own account, and excludes money held as a deposit protected by a Government Tenancy Deposit Scheme. It includes fees paid in advance for professional work agreed to be performed and clearly identifiable as such. Commissions and other pecuniary reward or other advantage for which we have to account to the client will be regarded as client money.

CLIENT MONEY ACCOUNT

In respect of the scheme an account which does not contain any sums other than the whole or any part of client money paid into it, or such sums of money as may be necessary to replace any sum which by error has been withdrawn from the account together with accrued interest on such amounts;



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THE FIRM OR WE

Harrison Ingram Estate Agents and any other associate trading styles

SCHEME MEMBER

Propertymark

COMPLIANCE

The written procedures are set forth to ensure compliance with The Client Money Protection Schemes for Property Agents (Approval and Designation of schemes) Regs 2018 and any other Regulations and statutory requirements as necessary, and to maintain best practice.

To maintain the value of our Propertymark membership, all members are obliged to comply with Propertymark Conduct and Membership Rules. These rules provide a compliance structure which ensures that high standards are upheld and can be found here;

<https://www.propertymark.co.uk/professional-standards/rules.html>



HANDLING OF CLIENT MONEY WRITTEN PROCEDURES

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WE USE THE FOLLOWING PROCEDURES TO ENSURE COMPLIANCE.

1. All Client Money is held in a Client Money Account with a Bank or Building Society authorised by the Prudential Regulatory Authority (PRA), the Bank of England, and the Financial Conduct Authority (FCA) in England, Scotland, Northern Ireland and Wales.
2. As a Scheme Member we maintain one or more Client Money Accounts into which all client money is paid, we ensure that all Client Money Accounts are designated as such and easily distinguished from other accounts, we advise clients of Client Money to be held in a Client Money Account and notify Clients of the details of that account.
3. We confirm in writing with the Bank with which it holds a Client Money Account that the Bank acknowledges that monies in the Client Money Account must not be combined with or transferred to, any other account maintained by the Member, and the Bank shall not be entitled to exercise any right of set up or counterclaim against money in that Client Money Account in respect of any sum owed to it in respect of any other account by the Member Firm. We keep records and accounts which show all dealings with Client Money and demonstrate that all Client Money held by the firm is held in a Client Money Account. We publish our procedures for handling client money on our website. We provide a copy of our procedures for handling client money to any person who may reasonably require a copy Free of Charge. We repay any Client Money, including where feasible any interest earned, without delay if there is no longer any requirement to retain that money or the relevant client requests it. We hold and maintain Professional Indemnity Insurance cover that is appropriate to our size, income, type of work, and amount of client money held. In the event



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that we receive surplus client money in a client account, we follow best practice and ensure that all efforts are made to trace clients or owners of the money, hold the surplus money in a client suspense account, and hold it for at least 6 years. After 6 years the money will be donated to a registered charity and a receipt obtained which, if a true claimant comes forward, will be available to them. We will request that the receiving charity should offer an indemnity to enable us to recover a donation in the event of a claim.

GENERAL CONTROLS

We ensure that Employees have a clear segregation of duties and responsibilities and that a Principal or appropriately qualified individual oversees the Client accounting function.

We ensure that our staff are competent and knowledgeable.

We ensure that Accounting systems and client data are securely controlled and protected.

Computer systems are adequately protected for access, firewalls, backups and disaster recovery.

We ensure there is adequate back up for holiday and long-term absence

Principals cannot and do not over-ride controls surrounding the accounting system

All areas of the business apply the same level of controls in relation to the Client Accounting Function.



HANDLING OF CLIENT MONEY WRITTEN PROCEDURES

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CLIENT ACCOUNTING SYSTEMS AND CONTROLS

We ensure that accounting records and systems are appropriate to the nature and volumes of client account transactions, that systems provide details of all money received into and paid from all client accounts and show a running balance of all client money held in that account.

We ensure that systems identify all receipts and payments to the client to which they relate, for example by means of client ledgers showing cash balances held on behalf of clients at all times.

The current balances at the total and client levels are always available.

Accounting records are completed chronologically and promptly. All ledgers record the client name and an appropriate description e.g. property address.

Overdrawn balances on Client Ledgers are prevented by the systems or controls in place and where they do occur are investigated and rectified immediately.

A central list of client bank accounts is maintained including dates of opening and closing of accounts.

"A three-way" reconciliation is completed at least once every month where client money is held in a general client account. This is produced as a formal statement and any unresolved differences or adjustments are fully investigated and explained. Any errors identified in the reconciliation process are promptly rectified.



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General Client Account reconciliations should include a full list of client ledger balances and the total of the balances; dated unpresented cheques; dated outstanding deposits; details of any other reconciling items; system reports supporting reconciliation figures as appropriate.

For discrete accounts the monthly reconciliations should agree the cash book or system balances and include a full list of dated unpresented cheques; dated outstanding deposits; details of any other reconciling items; system reports supporting reconciliation figures as appropriate.

Reconciliations should not include regularly occurring adjustments or reconciling items more than 3 months old, except for unpresented cheques which should not be more than 6 months old.

Reconciliations are reviewed and signed off by a Principal or an appropriate independent senior member of staff. Client accounting records, including copies of reconciliations are securely kept for at least 6 years plus the current year.



HANDLING OF CLIENT MONEY WRITTEN PROCEDURES

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CONTROLS OVER THE RECEIPT OF CLIENT MONEY

The firm ensures that post is only opened by a Principal or appropriate staff independent of accounting staff. That procedures exist to ensure all client's money is banked within 3 working days, all cash and cheques received by post or by hand are promptly recorded ; a reconciliation is performed between money received by post and that day's banking; procedures exist to identify and distinguish between client's and office money; Mixed monies are initially paid into a client account and the office element paid to the office account when the receipt has cleared the bank. Fees received in advance for professional work not yet billed are paid into a client account pending completion of the work; duplicate receipts are issued for cash received and controls over the physical security of cash are effective. Unbanked client money receipts are kept secure.

CONTROLS OVER THE PAYMENT OF MONEY

Checks are made to ensure that sufficient funds are held on behalf of the client before payments are made. A copy of the Bank Mandate is held and up to date. Adequate authorisation and supervision procedures are in place for payments made by cheque, bank transfer and electronic methods. Insurance and adequate Principal supervision are in place where payments are made by non-principals. Blank cheques are not signed, and unused cheques are kept securely. Effective systems are in place over the setting up of new supplier accounts on the system. Cash payments are avoided.



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CLIENT MONEY ACCOUNT DETAILS

Propertymark

Scheme Ref. C0003257

Please note there is a £50,000 individual claim limit and an annual aggregate Limit. See propertymark.co.uk for further details and exclusions.



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OUR AIM:

Harrison Ingram is committed to providing a quality service for its customers, but acknowledges that, on occasion's things may not go as planned. One of the ways in which we can continue to improve our service is by listening and responding to the views of our customers and in particular by responding positively to complaints, and by putting mistakes right.

Therefore we aim to ensure that:-

- Making a complaint is as easy as possible;
- We treat a complaint as a clear expression of dissatisfaction with our service which calls for an immediate response;
- We deal with it promptly, politely and, when appropriate, confidentially;
- We respond in the right way -for example, with an explanation, or an apology where we have got things wrong, or information on any action taken etc.;
- We learn from complaints, use them to improve our service, and review annually our complaints policy and procedures.



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A COMPLAINANT'S RESPONSIBILITY IS TO:

Bring their complaint, in writing, to Harrison Ingram's attention normally within 8 weeks of the issue arising;

- Raise concerns promptly and directly with a member of staff at Harrison Ingram;
- Explain the problem as clearly and as fully as possible, including any action taken to date;
- Allow Harrison Ingram a reasonable time to deal with the matter;
- Recognise that some circumstances may be beyond Harrison Ingram's control.

RESPONSIBILITY FOR ACTION: ALL STAFF, OR HARRISON INGRAM

Confidentiality: Except in exceptional circumstances, every attempt will be made to ensure that both the complainant and Harrison Ingram maintain confidentiality. However, the circumstances giving rise to the complaint may be such that it may not be possible to maintain confidentiality (with each complaint will be judged on its own merit). Should this be the case, the situation will be explained to the complainant.



COMPLAINTS POLICY & PROCEDURE

HARRISON INGRAM

FORMAL COMPLAINTS PROCEDURE

STAGE 1

In the first instance, if you are unable to resolve the issue informally, you should write to the member of staff who dealt with you, so that he or she has a chance to put things right. In your letter/email you should set out the details of your complaint, the consequences for you as a result, and the remedy you are seeking. You can expect your complaint to be acknowledged within 3 working days of receipt. You should get a response and explanation within 15 working days.

STAGE 2

If you are not satisfied with initial response to the complaint then you can write to the Senior Partner, Harrison Ingram and ask for your complaint and the response to be reviewed. You can expect the Senior Partner to acknowledge your request within 3 working days of receipt and a response within 15 days.

Harrison Ingram aim to resolve all matters as quickly as possible. However, inevitably some issues will be more complex and therefore may require longer to be fully investigated. Consequently timescales given for handling and responding to complaints are indicative. If a matter requires more detailed investigation, you will receive an interim response describing what is being done to deal with the matter, and when a full reply can be expected and from whom.



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**NOTE: IF YOU ARE STILL DISSATISFIED WITH THE
RESPONSES FROM HARRISON INGRAM YOU CAN
DIRECT YOUR COMPLAINT TO:-**

**THE PROPERTY OMBUDSMAN
MILFORD HOUSE
43-55 MILFORD STREET
SALISBURY
WILTSHIRE
SP7 2BP
01722 335458
WWW.TPOS.CO.UK**



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WHY DO I NEED TO PAY A DEPOSIT?

Deposits are taken as security against possible non-payment of rent or damage to the property. If rent arrears or damage exceeds the deposit held, the landlord or their appointed agent can take further action, if necessary through the courts to recover these costs.

WHO WILL HOLD THIS MONEY?

The housing act of 2004 (chapter 4, sections 212-5 & schedule 10) made provision for both the protection of deposits and resolution of disputes over their return.

The Dispute service operates under one such scheme: The Tenancy Deposit Scheme (TDS). Since legislation came into effect on the 6th of April 2007 all deposits taken for an assured shorthold tenancy have to be covered by such a scheme.

BENEFITS OF THE TDS SCHEME

- Your deposit is protected during the tenancy
- Where there is no dispute the deposit is returned promptly
- In the case of a dispute, the return of the deposit will be dealt with fairly by an independent case examiner (ICE)
- The ICE will make his decision after hearing from both sides, and the deposit will be paid out without unnecessary delay.

HOW DO I KNOW MY DEPOSIT IS IN THIS SCHEME?

At the start of the tenancy you will be issued with a 'Certificate of tenancy registration' this details the terms of the tenancy including the deposit paid, the unique registration code can then be checked against the TDS registration web site.



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HOW WE USE PERSONAL INFORMATION

To meet our obligations under the right to rent legislation, to satisfy our obligation to the Landlord that you are financially viable and for the prevention and detection of fraud.

PRIVACY PROMISE

1. We promise to keep your information safe.
2. We promise not to sell it
3. We give you ways to manage and review your marketing choices at any time
4. We keep a record of when and how we get consents and what you were told at the time.

HOW THE LAW PROTECTS YOU

The law says we must have one or more of these reasons to collect your data

1. To fulfil a contract with you
2. When it is our legal duty
3. When it is in our legitimate interest (which we must define)
4. When you consent.



PRIVACY
POLICY

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TRANSPARENCY MEANS YOU HAVE THE RIGHT TO BE INFORMED ABOUT HOW WE WILL USE YOUR DATA.

GROUP OF PERSONAL INFORMATION

FINANCIAL- Your financial position, status and history

CONTACT- Where you live and how to contact you

SOCIO-DEMOGRAPHIC- Details about your work, nationality

TRANSACTIONAL - Details of payments you make to us

CONTRACTUAL- Details about the products or services we provide to you

COMMUNICATIONS- What we learn about you from letters, emails and conversation between us.

DOCUMENTARY DATA - e.g. copies of ID.

NATIONAL IDENTIFIERS- e.g. National Insurance Number

We collect Data from Third Parties such as social networks, fraud prevention agencies, public information services.



PRIVACY
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WE MAY SHARE THIS INFORMATION WITH:

1. HMRC, Regulators and other authorities
2. Credit Reference Agencies
3. Fraud Prevention Agencies
4. Any party linked to you (e.g. Joint Tenant)
5. Workmen needing to enter your house (including Inventory Clerks)
6. Companies you ask us to share data with (e.g. Goodlord)
7. If you use direct debits we will share your data with the Direct Debit scheme
8. If we sell our business, we will only do this if they agree to keep your information safe.

YOU AGREE THAT WE MAY SHARE YOUR DATA WITH THE ABOVE

TICK TO OPT IN

☐



PRIVACY
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CREDIT REFERENCE AGENCIES

We will share information with CRA's and they will give us information about you. The data we exchange can include:-

1. Name, address, date of birth
2. Application form details
3. Financial situation and history
4. Public information

We will use this information to:

1. Assess if you can afford the property
2. Make sure what you have told us is the truth
3. Help detect and prevent fraud
4. Track and recover debts

On a joint tenancy, CRA's may link your data to other joint tenants. You can ask CRA's to break the link but you normally have to prove you no longer have a financial link with them.

IF YOU DO NOT PROVIDE DATA WE MAY NOT BE ABLE TO OFFER YOU A TENANCY



PRIVACY
POLICY

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HOW LONG WE KEEP INFORMATION

We will keep it as long as you are a client

After you stop being a client we may keep data for up to 7 years for one or more of the following reasons:

1. To respond to questions or complaints or
2. To show why we have treated you fairly or
3. For historical research and statistical purposes.

You can access personal information by writing to us at

156 Well Hall Road, Eltham, London SE9 6SN.

You can also ask us to correct any information you believe to be incorrect. We do not have to provide information where the request is disproportionate or has already been given previously.

WHAT IF YOU ASK US TO STOP USING YOUR PERSONAL INFORMATION?

This is also known as "The right to be forgotten". There may be legal or other reasons why we need to keep or use your data. In such cases we can restrict the use of your data to legal claims or to exercise legal rights.



PRIVACY
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YOU CAN WITHDRAW CONSENT BY WRITING TO US AT

156 WELL HALL ROAD, ELTHAM, LONDON SE9 6SN.

YOU CAN COMPLAIN TO US IF YOU ARE UNHAPPY WITH
HOW WE HAVE USED YOUR PERSONAL INFORMATION AT:

156 WELL HALL ROAD, ELTHAM, LONDON SE9 6SN.

YOU CAN ALSO COMPLAIN TO THE INFORMATION
COMMISSIONERS OFFICE. FIND OUT ON THEIR WEBSITE
HOW TO REPORT A CONCERN.

ADDITIONALLY

VITAL INTERESTS

We can pass on details in an emergency e.g. medical care if you are physically or legally incapable of giving consent.

FEES

We supply a copy of information free of charge. We can charge a reasonable fee when a request is manifestly unfounded, or excessive, particularly if it is repetitive. We may charge a fee where we have already supplied the information.



PRIVACY
POLICY

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We must supply information without delay and in any event within one month. This can be extended by up to 2 months if during that month the request is considered complex and/or numerous, and if we do we have to explain why.

We must verify the identity of the person making the request using “reasonable means”

DATA PROTECTION IMPACT ASSESSMENT

This will allow an organisation to identify and fix problems at an early stage.
For further guidance see ICO Conducting privacy impact assessments code of Practice.



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