

TENANCY AGREEMENT

(Amended May 2010)

INFORMATION FOR PROSPECTIVE TENANTS

This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).

Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the Landlord and Tenant.

You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre, for example.

Once signed and completed it becomes a contract between you and your Landlord.

This Agreement is only for use in England and Wales.

Not to be used for agreements of a fixed term of more than three years which must be signed as a Deed.

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DEFINITIONS

- **“Administration Costs”** means the costs and charges associated with the setting up and running of the Tenancy, including the costs of checking the Property at the end of the Tenancy.
- **“Cleared funds”** means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) or the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.
- **“Deposit”** means the sum set out in Clause 1 and described in Clause 2 of this Agreement.
- **“Deposit Holder”** in the Prescribed Pages means the person, firm or company who holds the Deposit under and is a Member of the DPS.
- **“Fixtures and Fittings”** means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- **“Head Lease”** or **“Superior Landlord”** sets out the promises the Landlord has made to his Superior Landlord (if applicable). The promises contained in the Head Lease will bind the Tenant if he has prior knowledge of those promises.
- **“ICE”** means the "Independent Case Examiner of The Dispute Service Ltd".
- **“Inventory and Schedule of Condition”** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent, or inventory clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the check in report of the Inventory and Schedule of Condition has been prepared.
- **“Joint and several”** means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.
- **“Landlord”** means all those people listed in Clause 1 of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.
- **“Landlord’s Agent”** means any person authorised by the Landlord to act on the Landlord’s behalf from time to time in relation to the tenancy; a Landlord’s letting agent or a solicitor, for example. If the Landlord appoints another agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- **“Property”** means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- **“Relevant Person”** in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- **“Stakeholder”** means acting as agent for the Landlord and for the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant. No deductions can be made from the Damage Bond without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from DPS.
- **“Superior Landlord”** means the person for the time being who owns the interest in the building of which the Property forms part which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.
- **“DPS”** means the Deposit Protection Service whose details are shown in the Tenancy Agreement.
- **“Tenant”** means all those persons listed in Clause 1 of this Agreement as being joint and several Tenants of the Property and any other person in whom the Tenancy is vested from time to time.
- **“Term”** or **“Tenancy”** means any reference to the original fixed term of the agreement, any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original

fixed term.

- This Agreement is subject to the jurisdiction of the courts in England and Wales.
- References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.
- The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement.

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

There are a series of Schedules attached to this Agreement.

Schedule A

If the Property contains furniture, fixtures, contents and effects, a list of the furniture, fixtures, contents and effects ("Fixtures and Fittings") will be set out with a description of their condition in *Schedule A – "Inventory and Schedule of Condition"* .

Schedule B

If the Landlord's own title to the Property is leasehold and not freehold, the Landlord will himself be a Tenant under a "Superior Lease" and there will be a "Superior Landlord".

Where the Tenant's obligations under the Superior Lease are passed on to the Tenant to be performed by the Tenant during the tenancy those obligations are set out in full in Schedule B.

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1. THE MAIN TERMS OF THE AGREEMENT

- **Date**

The date upon which the Agreement is signed by both the Landlord and the Tenant

- **The Landlord (s)**

Insert the full name and actual address or names and actual addresses of the Landlord if the Landlord forms more than one person. If necessary, attach a continuation sheet setting out the full names and addresses of all joint persons forming the Landlord.

Mr Landlord
House Number
Street Name
Town Name
XX99 9XX

- **The Tenant (s)**

Insert the full name and present address or full names and present addresses of the Tenant. If necessary, attach a continuation sheet setting out the full names & addresses of all joint persons forming the Tenant.

Mr A Tenant
House Number
Street Name
Town Name
County Name
SP1 1TT

- **The Property**

Insert the full postal address and post code of the Property to be let to the Tenant under this Agreement. If necessary, describe the Property in detail including or excluding any part of the Property that is to be or not to be included within the Tenancy so that there can be no doubt as to exactly what is or is not to be let to the Tenant under the Agreement.

- The property contains [furniture], fixtures, contents, and effects ("Fixtures and Fittings") which are specified together with a description of their condition in Schedule A being the Inventory and Schedule of Condition either attached at the end of this Agreement or to follow as soon as it is available.

- **The Term of the Tenancy**

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The length of the tenancy.

For the term of 6 months commencing on 01/01/2018 and on a statutory periodic basis thereafter unless ended by either the Tenant or Landlord.

• **Payment Schedule**

From	To	Total Rent
Start of Tenancy (01/01/2018)	End of Tenancy	Payment of £750.00 per calendar month

The day on which the Rent is to be paid (the "Rent Due Date") for this Tenancy will be the day of the month on which the Tenancy commenced, payable in advance in cleared funds (unless otherwise specified in the Special Conditions).

• **The Deposit**

This Agreement is a Assured Shorthold Tenancy and upon signing it, the Tenant will immediately pay the following amount (which has been previously notified to the Tenant):

Typically one and a half months' rent for properties or one month's rent plus £200 otherwise. £1,125.00

This Agreement is an Assured Shorthold Tenancy and on signing the document, the Tenant will pay the following amounts of money (which have been previously notified to the Tenant):

Deposit registration, check out fee and any future reference requests (inclusive of VAT) £250

2. The Deposit

- 2(a) The Deposit of £1,125.00 is paid by the Tenant to the Landlord/Agent.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and agreements under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- 2(d) Any interest earned will belong to the Landlord's Agent.
- 2(e) The Deposit has been taken for the following purposes:
 - 2(e)(1) Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 2(e)(2) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings; any costs incurred by the Landlord or the Landlord's Agent in re-letting the Property if in breach of this Agreement the Tenant vacates the Property prior to the end of the fixed

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Term unless the termination is in compliance with a break clause; and any housing benefit which is clawed back by the local authority from the Landlord or the Landlord's Agent.

2(e)(3) Any loss due to any other breach of the terms of the Agreement.

2(e)(4) Any unpaid accounts for utilities, telephone, or water charges including environmental services and sewerage or other similar services or council tax incurred at the Property for which the Tenant is liable.

2(e)(5) Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

2(f) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement, whether expressly set out in this Agreement or implied as part of the Agreement.

2(g) After the end of the Tenancy the Landlord's Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within 30 working days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Agent on behalf of the Landlord may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.

2(h) If the amount of monies that the Landlord or the Landlord's Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Landlord's Agent may require the Tenant to pay that additional sum to the Landlord or the Landlord's Agent within 14 days of the Tenant receiving that request in writing. After such time, interest may be added to the amount outstanding (see clause 5) at the rate of 4% above the Bank of England Base Rate.

2(i) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Landlord's Agent, holds the Deposit or any part of it.

2(j) The Deposit is safeguarded by the Deposit Protection Service, which is administered by:

The Deposit Protection Service (The DPS)
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
Tel: 0330 303 0030
Web: www.depositprotection.com

At the end of the Tenancy

2(k) The Agent must tell the Tenant within 15 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

2(l) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

2(m) The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 14 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of DPS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

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- 2(n) If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 2(o) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2(l) to 2(n) above.

3. The Tenant's Obligations

These clauses set out what is expected of the Tenant during the Tenancy. If any major obligation is broken the Landlord or the Landlord's Agent may be able to deduct money from the Deposit at the end of the Tenancy, claim damages or ask the court to grant possession.

The Tenant promises the Landlord as follows:

3(a) Rent

- (i) To pay the Rent in cleared funds in advance by the Rent Due Date (as described in Clause 1 of this Agreement) in the manner specified by the Landlord in writing, if any.
- (ii) To pay interest on any payment of Rent not made as set out in the Main Terms of the Tenancy Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 4% above the Bank of England Base Rate.
- (iii) Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as the agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to make this assumption without further enquiry.

3(b) Administration and Other Costs

To pay a fair proportion of the administration costs in setting up this Tenancy as follows:

- (i) A proportion of the reasonable costs (as previously detailed and notified in writing to the Tenant) for the preparation and completion of this Agreement.
- (ii) A proportion of the reasonable costs (as previously detailed and notified in writing to the Tenant) of performing the inventory check at the Property and of the Fixtures and Fittings as detailed in Schedule A to this Agreement at the end of the Tenancy and, if necessary, the reasonable costs of preparing a written report of the damages and defects which are the responsibility of the Tenant under this Agreement.
- (iii) The costs to the Tenant of Her Majesty's Revenue and Customs stamping this Agreement (if the Agreement requires stamping).
- (iv) Any costs incurred by the Landlord or the Landlord's Agent if any cheque is dishonoured or any standing order recalled.
- (v) Any administration costs incurred by the Landlord or Landlord's Agent in sending letters to the Tenant concerning the late payment of Rent.

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- (vi) Any bank charges incurred by the Landlord or the Landlord's Agent if a cheque from the Tenant is dishonoured by the Tenant's bank or building society may be deducted from the Deposit if the charges have not previously been paid by the Tenant to the Landlord during the course of the Tenancy.
- (vii) Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Landlord's Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
- (viii) To pay the reasonable costs of any damage caused by the negligence or misuse of the Property or the Fixtures and Fittings by the Tenant, the Tenant's family or the Tenant's visitors and may be held liable to pay the reasonable costs incurred by the Landlord rectifying any damage or lack of repair.

3(c) Services

- (i) To notify the suppliers of gas water, electricity, other fuel and telephone services to the Property that the Tenancy has started.
- (ii) To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standing charges and all charges for the consumption of these services.
- (iii) To pay for all services to the Property. The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed.
- (iv) Not allow any of these services to be discontinued or disconnected at any time and to pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by anything done or not done by the tenant.
- (v) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- (vi) Not to change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will provide the name, address and account number of the supplier to the Landlord or the Landlord's Agent promptly after any transfer has been made.
- (vii) To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy.
- (viii) To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- (ix) To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings. This includes the installation of any pre-payment meter.

3(d) Correspondence

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- (i) To forward promptly to the Landlord or the Landlord's Agent any notice or other communication received at the Property relevant to the Property, for example any application for planning permission or a justices licence or notification of proposed works in the local area.
- (ii) To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Landlord's Agent promptly.

3(e) The Manner of Use of the Property

- (i) To use the Property only as a private residence for the occupation of the Tenant and his immediate family.
- (ii) To agree that the Property is let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Property without the Landlord's consent then the Landlord will seek a Court Order for possession of the Property as the Landlord may be in breach of his statutory obligations.
- (iii) To use and look after the Property in a proper manner throughout the Tenancy.
- (iv) To agree that any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- (v) To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definitions.
- (vi) To protect the Property, and, in particular, to keep the inside of the Property and the Fixtures and Fittings described in Schedule A to this Agreement in same condition throughout the Term of the Tenancy or any extension of it.

To avoid doubt the Tenant will not be responsible for:

(1) Fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the Tenancy); or

(2) Any damage caused to the Property by fire and other insured risks where the Landlord has appropriate insurance in place unless due to the negligence or misuse of the Tenant, his family or visitors;

(3) Repairs that are the responsibility of the Landlord.

- (vii) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- (viii) To replace glass broken by the Tenant, the Tenant's family or guests, promptly with the same quality glass in a proper and workmanlike manner after damage has occurred.
- (ix) To replace light bulbs and florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's own expense.

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- (x) To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs or appliances.
- (xi) To notify the Landlord or the Landlord's Agents promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event.
- (xii) To look after the Fixtures and Fittings in or on the Property as shown at Schedule A to this Agreement and to protect them from destruction or damage.
- (xiii) To pay for any repair that may be necessary or the replacement of any article with a matching article of a similar kind and of equal value if the Property or any Fixtures and Fittings are destroyed or damaged during the Tenancy due to the negligence or misuse of the Tenant, his family, visitors or pets. This obligation excludes liability for:
 - (1) fair wear and tear; and
 - (2) any insured risks of the Landlord; or
 - (3) repairs that are the responsibility of the Landlord.
- (xiv) To take all reasonable precautions and to exercise a reasonable degree of diligence to protect the Property, its pipes and any equipment from damage that might be caused by freezing weather, and generally during the winter months of November to March (inclusive) provided the pipes and installations were insulated at the start of the Tenancy.
- (xv) To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family, his visitors or his pets.
- (xvi) To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- (xvii) To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- (xviii) To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and to wipe down any surfaces affected by condensation to prevent mould growth.
- (xix) To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- (xx) To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition specified in Schedule A to this Agreement together with any substituted replacement articles.
- (xxi) To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

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- (xxii) Not to register a company at the address of the Property.
- (xxiii) Not to run a business from the Property.
- (xxiv) Not to use the Property for any illegal purpose.
- (xxv) Not to hold or allow any sale by auction at the Property.
- (xxvi) Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- (xxvii) Not to use the Property or allow others to use the Property in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- (xxviii) Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxix) Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- (xxx) Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign, flags, placards boards or any other item on or in the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxxi) To pay, in relation to those items listed in 3 (e) (xxx) above, all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of the Tenancy Agreement.
- (xxxii) Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- (xxxiii) Not to hang any posters, pictures flags, placards or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- (xxxiv) To hang posters, pictures or other items in the Property only using a reasonable number of commercial picture hooks.
- (xxxv) Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose. The Landlord will ensure an appropriate drying area is available within the Property and notify the tenant accordingly as the drying of wet clothes may cause damage or condensation to the Property.
- (xxxvi) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided).
- (xxxvii) Not to use open fires in the Property except in fireplaces expressly authorised by the Landlord or the Landlord's

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Agent as appropriate for this purpose.

- (xxxviii) To promptly report to the Landlord or to the Landlord's Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.
- (xxxix) Not to commit any act which causes wilful or negligent deterioration of the Property and of the Fixtures and Fittings which may include, for example, demolishing part of the Property or placing hot objects on unprotected furniture or cutting down trees.
- (xl) To prevent or stop further damage to the Property and to the Fixtures and Fittings for example, turning off the water supply to the Property at the mains in the event of a burst or leaking pipe, and removing furniture from a room effected by flooding.
- (Xli) To arrange as required to empty any cesspit or septic tank provided at the property and not allow any action to prevent the biological function of any septic tank and to pay the cost of emptying the aforementioned.

3(f) The Garden

- (i) To keep the garden and outside areas of the Property (if any) in good seasonable order throughout the Tenancy.
- (ii) To cut the grass at appropriate regular intervals and keep the borders and paths of the Property weeded.
- (iii) To protect the shrubs, trees and plants growing in the garden of the Property (if any) and, in particular to preserve any plants of particular value listed in Schedule A to this Agreement, including the watering and preservation of any house plants listed in Schedule A to this Agreement.
- (iv) Not to cut down, remove or otherwise injure the shrubs, trees and plants growing in the garden of the Property (if any) except for appropriate pruning and trimming including the regular cutting of hedges to their existing height and shape at the start of the Tenancy.
- (v) To hand back the gardens and grounds of the Property to the Landlord at the end of the Tenancy in the state and condition described in Schedule A to this Agreement, subject to seasonal adjustment.

3(g) Storage

- (i) Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose and described in Schedule A to this Agreement.
- (ii) Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property. Whilst this restriction does not include matches, it does include candles and other naked flames which could create a danger to the safety of the Property and its occupants.

3(h) Insurance

- (i) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.

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- (ii) To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with this Agreement.
- (iii) To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- (iv) To provide the Landlord or his Agent with details of any loss or damage, to the Property promptly when that loss or damage comes to the attention of the Tenant.

The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.

3(i) Absence from the Property

- (i) To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord and the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.
- (ii) To comply with any conditions set out in the Landlord's policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under this Agreement.
- (iii) As recommended with Legionnaires guidelines and where a property is left vacant for any time (e.g. holidays), make sure that when it is occupied again at the outset both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.

3(i) Cleaning

- (i) To wash, iron and press linen, bedding curtains and net curtains in the Property regularly and at the end of Tenancy.
- (ii) To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- (iii) To clean the inside and outside of the windows of the Property regularly and at the end of the Tenancy, but only in domestic situations where it is reasonable, safe and practical so to do.
- (iv) To clean the Property and the Fixtures and Fittings regularly and to clean or pay for the professional cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in Schedule A at the end of the Tenancy.
- (v) As recommended within Legionnaires guidelines, where showers are fitted or If they are used only occasionally then flush them through by running them for at least two minutes every week. Keep out of the way whilst this is being done as far as possible.

Clean the shower head periodically, descale and disinfect. This should be done at least every six months.

3(k) Access and Visits

- (i) To permit the Landlord, any Superior Landlord, the Landlord's Agent or the Superior Landlord's Agent, with or without workmen or professional advisers authorised by the Landlord or the Landlord's Agent to visit, inspect, repair and maintain the Property, to carry out any work required to ensure the Landlord complies with his statutory obligations or to carry out a gas safety check during reasonable hours(except in an emergency) provided the Tenant has been given at least 24 hours written notice in advance of the proposed visit and the Tenant consents to the date and time.
- (ii) To agree that provided the Tenant is given at least 24 hours written notice that if the Landlord or the Landlord's Agent hold keys to the Property then the Landlord or the Landlord's Agent with or without workmen may gain access to the Property using the keys provided that arrangement is acceptable and formally agreed in advance with the Tenant. The Landlord or the Landlord's Agent will, on formal inspections, take generic room by room and external photographs to document the condition of the property. We will also photograph to highlight specific maintenance or any tenant related issues or concerns.
- (iii) To allow during the last 10 weeks of the Tenancy visits to the Property by the Landlord or the Landlord's Agent together with any other persons in connection with the re-letting, sale or refurbishment of the Property at dates and times mutually agreed with the Tenant provided the Tenant has been given at least 24 hours notice in writing.
- (iv) To allow the erection of the Landlord's Agent's board at the Property advertising the Property for sale or Rent during the last 10 weeks of the Tenancy.

3(l) Assignment and Under-letting

- (i) Not to under-let, or charge as security for the payment of a debt or performance of an obligation or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.
- (ii) Not to assign the remainder of the Tenancy without the Landlord's formal written consent, not to be unreasonably withheld. Any proposed assignee will have to submit to the usual credit and financial checks, references and interview prior to an assignment. All the proper costs of the assignment to be paid by the Tenant or the assignee as agreed between them.

3(m) Security

- (i) Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and setting any burglar alarm fitted to the Property.
- (ii) Not to alter, change or install additional locks or bolts on any doors and windows in and about the Property or have any additional keys made for existing locks except in an emergency without the formal written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld or delayed.
- (iii) To provide and send to the Landlord or the Landlord's Agent a list stating the number of sets of keys in existence which will be retained with this Agreement.

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- (iv) To hand back all additional keys together with all original keys and any security devices to the Property at no cost to the Landlord.
- (v) To notify the Landlord or the Landlord's Agent immediately, if any keys or other security devices belonging to the Property are lost and to pay to the Landlord the reasonable costs in replacing the locks or other security devices involved within a reasonable time of receiving a written request for payment.
- (vi) To set the burglar alarm at the Property (if any) when the Property is vacant and at night.
- (vii) To notify the Landlord or the Landlord's Agent of any new code immediately and to confirm that notification in writing immediately.
- (viii) To pay for any call out charge for the burglar alarm if any of the charge is incurred due to the misuse or negligence of the Tenant, his family or visitors.

3(n) Nuisance and Noise

- (i) Not to cause a nuisance or annoyance to occupiers of adjoining properties.
- (ii) Not to use or play any electrical equipment or musical instrument or practice singing at the Property in a manner which causes annoyance to occupiers of adjoining properties.
- (iii) Not to create any excessive noise clearly audible outside the Property, in particular between 11p.m. and 9a.m (inclusive).

3(o) Animals

Not to keep animals at the Property. The Tenant may apply to the Landlord for a relaxation of this clause and the Landlord will give consent if he believes it reasonable to do so and may apply reasonable conditions.

3(p) Alterations and Decoration

- (i) Not to make any alterations or additions to the Property either internally or externally or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property.
- (ii) Not to cause any damage to the decorations and to any internal or external surface of the Property.
- (iii) Not to decorate the Property without the prior written consent of the Landlord which will not be unreasonably withheld.

3(q) Car Parking

- (i) To park private vehicle(s) only at the Property.

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- (ii) To park in the space allocated to the Property, if one forms part of the Tenancy.
- (iii) To park in the garage or the driveway to the Property if applicable.
- (iv) To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- (v) To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- (vi) Not to park any vehicle at the Property which is not in road worthy condition and fully taxed.

3(r) Refuse

- (i) To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- (ii) To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- (iii) To dispose of all refuse through the services provided by the local authority.

3(s) Energy Performance Certificate ("EPC")

- (i) To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

3(t) The Check Out and End of the Tenancy

- (i) To clean or pay for the professional cleaning of the Property and the Fixtures and Fittings together with any blankets, curtains, carpets, linen and other items to the same standard as detailed in Schedule A.
- (ii) To return all keys, fobs and other security devices including any additional or duplicate keys cut during the Tenancy to the Landlord or the Landlord's Agent promptly on the last day or earlier termination of the Tenancy.
- (iii) To replace all items shown in the Inventory and Schedule of Condition shown at Schedule A in their original positions at the start of the Tenancy.
- (iv) To remove all the Tenant's belongings, food-stuffs, furniture and furnishings, personal effects and equipment from the Property on or prior to the last day of the Tenancy.
- (v) To remove all the Tenant's rubbish and refuse and place it in the receptacles provided or make the necessary arrangements at the Tenant's expense to have them removed promptly.
- (vi) To pay or compensate the Landlord for all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored; and the Landlord removes them and stores them for a maximum of fourteen days at the Tenant's expense. The goods will be deemed to have been abandoned after

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fourteen days the goods may be disposed of provided the Landlord or the Landlord's Agent has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. The Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

- (vii) To remain liable for Rent calculated on a daily basis and other monies under this Agreement when bulky furniture, or an amount of other unwieldy or heavy discarded items belonging to the Tenant is left in the Property which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant by the method specified in clause 3(t)(vii) above.
- (viii) To provide a forwarding address to the Landlord or the Landlord's Agent either prior to or at the end of the Tenancy to aid communication between the parties including the return of the Deposit.

4. Clauses that relate to leasehold property only

Where the Property is subject to a Superior Lease to a Superior Landlord and the Landlord has undertaken to perform the covenants and conditions and provisions and agreements set out in the Superior Lease (excluding any payment of ground rent, Rent, or service charge) then the Tenant will comply with the following:

- (i) To perform the covenants and conditions and provisions and agreements set out in full in Schedule B to this Agreement or to follow as soon as the Superior Lease is available.
- (ii) To accept that the covenants and conditions and provisions and agreements set out in Schedule B to this Agreement may be worded in legal language and that the Tenant has been advised to consider them carefully and if necessary to seek their own advice, for example from a solicitor or a Citizens Advice Bureau or a Law Centre.
- (iii) Not do or permit anything to be done which under the terms of the Superior Lease requires the approval of the Superior Landlord without obtaining such approval as well as the approval of the Landlord under this Agreement.
- (iv) To refer any application for such approval in the first instance to the Landlord under this Agreement or the Landlord's Agent.
- (v) To pay any reasonable costs of the Landlord in considering such an application under clause 4(iv) above whether the application is granted, refused or withdrawn.
- (vi) To inform the Landlord promptly of any damage destruction or need for repair to prevent deterioration of the Property or the building of which it forms part as soon as it comes to the attention of the Tenant to enable the Landlord or the Landlord's Agent to inform the Superior Landlord or the Superior Landlord's agent.

In addition to the Tenant's contractual liabilities under this Agreement, in the event of a failure by the Tenant to comply with any of the provisions set out in this Agreement relating to the protection of the Property during the Tenancy, the Tenant may be held responsible for any damage or destruction to the Property caused by the Tenant's negligence, and the Landlord may pursue such a claim by legal action.

5. Individually Negotiated Clauses

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In addition to or instead of the standard clauses listed above, the following have been individually negotiated between the Landlord and the Tenant as part of this Tenancy Agreement.

- In relation to clause 2(e), examples of additional costs which may be deducted from the Deposit are as follows:-
 - o Deposit Registration and Check Out fee, cost of forwarding post, any renewal fee, any administration fee and any interest payable due to late payment.
- In relation to Clause 3 (e)(xv) the Tenant also promises the Landlord to pay for a flea treatment and for the eradication of any infestation caused by any pets owned by the Tenant or visitors of the Property.
- In relation to Clause 3(t) 2, if cleaning is not undertaken by a paid professional, the Tenant undertakes to ensure that the cleaning is still done to a professional standard.
- In relation to Clause 3(b) Administration and Other Charges, the following is a list of charges which may become due under the Tenancy, payable by the Tenant, during the course of the Tenancy;
 - o Pay a charge of £24 for any payment presented to the bank of the Landlord or his Agent, which is refused or represented by the bank for any reason. This fee will be payable for each presentation which fails.
 - o Any call out charges raised by contractors, where appointments have been agreed with but not kept by the Tenant.
 - o A surcharge of £50 will be levied where the Tenant pays rent late or by any other method (including cash) than by Bankers Standing Order. This charge will be used to meet the Landlord or Landlord's Agents additional administrative costs.
 - o In the event that the Tenancy is renewed, a charge of £60 or proportion thereof will be payable to Bassets in the form of an administrative charge.
 - o In the event that the Tenant does not arrange for all post to be forwarded to their new address for a minimum of three months, then the Agent will levy an administrative charge of £60 against the Deposit (before releasing it). This will represent the work involved in forwarding on the post to the Post Office.
 - o The Tenant will pay for the entire invoice and costs of any contractors that the Tenant arranges without having previously obtained the Landlord or the Landlord's Agents authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
 - o Pay the reasonable costs of the Landlord's Agent for each letter from the Agent acting reasonably as to send to the Tenant concerning breaches of the Tenancy.
- In relation to Clause 3(e) The Manner of Use of the Property, the Tenant agrees;
 - o Not to alter the operation of or disable the smoke or carbon monoxide alarms.
 - o To be responsible for the maintenance of the burglar alarm, light fittings, smoke and carbon monoxide alarms, including regularly checking all alarms and replacing batteries as required.

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- o Not to block ventilators provided in the Property and keep the Property at all times sufficiently well aired and warmed to avoid build up of condensation and prevent mildew growth and to protect it from frost.
- o To report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- o Not to use any gas appliance that has been declared unsafe by a gas safety registered engineer, or disconnect it from the supply.
- o Not to keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- o To be responsible for ensuring that any television use is correctly and continually licensed.
- o Not to keep motor cycles, cycles or other similar machinery inside the Property, except in any defined outside area or garage.
- o To pay for any sterilisation or cleansing of the Property (together with any reasonable costs of re-decoration or replacement) made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a notifiable disease having been in the Property during the term.
- o Not to keep any vehicle without a valid road fund licence, commercial vehicle, boat, caravan, trailer or shed on the Property.
- o Not to have children living in the Property without the Landlord's consent, which will not be unreasonably withheld.
- o Not to smoke in the Property, or permit any visitor or guest smoking in the Property.
- o Not to cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion charge a reasonable cost payable on demand, on the Tenant for so doing.
- o Not to use or allow the Property to be used for any illegal or immoral purpose, N.B. the authorised taking of or possession of controlled drugs is considered to be illegal for the purpose of this Clause.
- o To properly notify the Landlord or the Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or The Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- o To notify the Landlord or the Landlord's Agent promptly of any wet rot, dry rot or infestation by wood boring or other insects.
- o To pay any excess on the Landlord's insurance if the claim results from negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends and where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- o To keep the Property including all the Landlord's machinery and equipment clean and tidy and in good and Tenatable condition, repair and decorative order (reasonable wear and tear, items which the Landlord is responsible to maintain and damage to which the Landlord has agreed to insure, excepted).

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- o To undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after the correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- In relation to other clauses stated within this Agreement, the following are agreed between the Tenant and the Landlord:
 - o The Tenant agrees to cleanse the air within the Property of any lingering smells created by the Tenant, his family, visitors, or pets (e.g. due to the burning of incense/candles, cooking of food, keeping of pets) at the end of the Tenancy.
 - o In relation to Clause 3 (i), the Tenant agrees to have all soft furnishings (carpets and curtains included) professionally cleaned, with appropriate receipts provided at the end of the Tenancy.
 - o The Tenant agrees not to permit any visitors to stay for a period of more than three weeks within any three month period.
 - o In relation to Clause 8(a), the Tenant agrees to promptly forward any correspondence addressed to the Landlord and any other notices, orders or direct actions affecting the Landlord to the address in Clause 8(a).
 - o The Tenant agrees to check any Inventory and Schedule of Condition (see Schedule A) and report any errors/deficiencies to the Landlord or his Agent at the address stated in Clause 8(a), returning a copy with any annotations/corrections as necessary within 14 days of receipt.
 - o If the Deposit is provided by a third party in the form of a promissory note (eg from a local District Council, MOD or company), then any negotiations regarding its return will be between the Agent and the third party only.
 - o The Tenant and Landlord agree that any rent arrears or interest due to the late payment of rent to the Landlord together with any outstanding fees due to the Landlord's Agent at the end of the Tenancy may be deducted from the Deposit.
 - o During any fixed term of the Tenancy, the Tenant agrees to provide the Landlord or his Agent with at least one month's written notice prior to the end of the Tenancy.
 - o Once any fixed term has expired, the Tenant agrees to give the Landlord no less than one month's written notice of the Tenant's intention to vacate the Property, the date of which is to coincide with the day of the month on which the Tenancy commenced.
- Tenants must follow these simple guidelines to reduce the risk of Legionnaires.

Inform the landlord/letting agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way. Not adjust the temperature of the hot water. Advise landlord/letting agent if they believe the cold water temperature is above 20°C. Flush through little used outlets for 2 minutes at least once a week. Clean, disinfect and descale shower heads at least once every 6 months. Notify the landlord/letting agent if they notice any debris or discolouration in the hot or cold water

- If any works need to be commissioned by Bassets Lettings or the landlord following the checkout inspection, which are deemed to be the responsibility of the tenant (as detailed in this agreement) then an Administration of charge of

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up to £60 may be charged to arrange such works. This fee would be deductible from the deposit.

Distance Selling Contract

If this contract is a "distance selling contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant and/or Guarantor, the 7 day "cooling off" period will cease immediately the provision of the service commences, in accordance with regulation 8(3) of the above regulations. This means that both Tenant and Guarantor are committed to this Agreement once the Tenant takes on the Property.

6. Ending the Tenancy

6(a) The Landlord's Power to Terminate the Agreement

If the Tenant:

- (i) is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded by the Landlord; or
- (ii) has broken any term of this Agreement; or
- (iii) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

then subject to any statutory provisions (for example, the Protection from Eviction Act 1977 and the Housing Act 1988 (as amended)), the Landlord may recover possession of the Property and the Tenancy will come to an end provided that the Landlord obtains an Order for possession from the County Court and the bailiff evicts the Tenant.

Any other rights or remedies the Landlord may have will remain in force.

- (1) **If unsure of your rights and the applicable statutory provisions, you should seek advice, for example from a solicitor, a Citizens Advice Bureau or a Law Centre.**
- (2) **At the date of the Agreement, if anyone is living at the Property or if the Tenancy is an Assured or an Assured Shorthold Tenancy then the Landlord must obtain a court order for possession before re-entering the Property.**

7. The Landlord Obligations

7(a) The Landlord agrees with the Tenant as follows:

- (i) That the Tenant may hold and enjoy the Property during the Tenancy without any unlawful interference by the Landlord or any person acting on his behalf and that any alleged breaches of the Agreement will be resolved through the courts if necessary.
- (ii) To return to the Tenant the whole or a proportion of the Rent payable and paid in advance for any period while the whole or any part of the Property is rendered uninhabitable or inaccessible by means of fire or any other risk insured by the Landlord unless due to the act, default misuse, or negligence of the Tenant his family or a visitor to

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the Tenant or the insurer pays to re-house the Tenant.

- (iii) If the Property remains uninhabitable after one month except in case of the negligence or misuse of the Tenant either party may terminate the Tenancy Agreement with immediate effect by serving written notice on the other party.
- (iv) If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded under the Superior Lease and to observe and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement and as specified in Schedule B to this Agreement.
- (v) To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- (vi) To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (vii) To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease and to pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (viii) To insure the Property and the Fixtures and Fittings against all normal risks with a reputable insurance company and to maintain the cover at all times during the Tenancy and to provide details to the Tenant of any insurance policy which replaces that described above.
- (ix) To keep in repair and proper working order:
 - i. The structure and exterior of the Property including drains, gutters and down pipes;
 - ii. All basins, sinks, baths and other sanitary installations in the Property;
 - iii. All installations for heating water and space heating in the Property;
 - iv. Certain installations for the supply of water, gas and electricityand to carry out repairs within a reasonable time of being notified by the Tenant.
- (x) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in the Tenancy Agreement.
- (xi) To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

7(b) Ownership and Consents

- (i) To confirm that the Landlord listed in this Agreement is the owner of the leasehold or freehold interest in the Property.
- (ii) To confirm that all consents necessary to let the Property to the Tenant have been obtained from any Superior Landlord, mortgagees, insurance companies and others.

7(c) Safety Regulations

- (i) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.
- (ii) All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and

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Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

- (iii) All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- (iv) Any electrician carrying out electrical work at the Property is a member of an approved scheme.

7(d) Other Taxes and Charges

- (i) To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
- (ii) To pay towards the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

7(e) Possessions and Refuse

To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

8. Obligations Agreed Between the Two Parties

It is agreed between the Landlord and Tenant as follows:

8(a) Service of Notice

- (i) Any notice served by the Tenant shall be deemed served on the Landlord at the following address using normal hand delivery when the notice will if served before 5pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday.

In accordance with section 48 of the Landlord and Tenant Act 1987 the Landlord's address for the serving of notices upon the Landlord in England and Wales is

Landlord Agent	Bassets Sales & Lettings
	27 Castle Street
	Salisbury
	Wiltshire
	SP1 1TT

- (ii) Any notice served by the Landlord or the Landlord's Agent on behalf of the Landlord shall be deemed served on the Tenant at the Property address or the last known address of the Tenant using normal hand delivery when the notice will if served before 5pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday.

8(b) General Data Protection Regulation 2016 (GDPR)

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent during the

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tenancy; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other legally interested third party.

8(c) Jurisdiction

The jurisdiction of the courts in England and Wales apply to this Agreement.

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Special Conditions

The landlord has given the tenant permission to keep no more than one dog in the property for the duration of the tenancy. This is on the understanding that the tenant will have the carpets professionally cleaned, by a carpet cleaning company and to include a pet treatment, at the end of the tenancy. In addition, any damage that can be directly attributed to having a dog in the property, either internally or externally, will be the tenants responsibility to rectify and failure to do so may result in deductions being made from the deposit. The additional pet deposit of £250 will be held for an additional six weeks after the rest of the deposit has been returned to ensure that the house is free from any flea infestation or similar issue related to having a dog in the property.

The tenants are reminded that the property is a strictly non-smoking property. If they or their visitors do smoke then they should do so outside the property with all doors and windows shut to prevent any smoke from entering the property. They should also provide a suitable receptacle outside for used cigarette butts which is emptied on a regular basis. Any repairs or clearing required as a result of the tenants or their visitors smoking at the property may result in deductions being made from the deposit.

Schedule A
Inventory and Schedule of Condition

A copy is either attached to this Agreement or will be sent to the Tenant as soon as it is available.

Schedule B
Tenant's Obligations under a Superior Lease

A copy is either attached to this Agreement or will be sent to the Tenant as soon as it is available.

9. THE SIGNING OF THE DOCUMENTS

It is usual to sign two separate copies of this Agreement. The copies of the Agreement are then dated and exchanged.

The copy known as the "original" is signed by the Landlord and handed to the Tenant.

The copy known as the "counterpart" is signed by the Tenant and handed to the Landlord.

All signatures are to be witnessed by an independent party.

SIGNED by the Landlord or an authorised person of Bassets Sales & Lettings as agent for the Landlord	SIGNED by Witness
Sign: <input type="text" value="Agent or Landlord Sign Here"/>	Sign: <input type="text" value="Witness Sign Here"/>
<input type="text" value="Agent or Landlord Name Here"/>	<input type="text" value="Witness Name Here"/>
Date: _____ / _____ / _____	<input type="text" value="Witness Address Here"/>
	Date: _____ / _____ / _____

SIGNED A Tenant (The Tenant)	SIGNED by a Witness
<input type="text" value="A Tenant Sign Here"/>	Sign: <input type="text" value="Witness Sign Here"/>
Date: _____ / _____ / _____	<input type="text" value="Witness Name Here"/>
	<input type="text" value="Witness Address Here"/>
	Date: _____ / _____ / _____

SIGNED by

SIGNED by Witness

Sign:

Guarantor Sign Here

Sign:

Witness Sign Here

Date:

____ / ____ / ____

Witness Name Here

Witness Address Here

Date:

____ / ____ / ____



PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The landlord or letting agent protecting this tenancy deposit must give Prescribed Information to all tenants at the property in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the landlord or letting agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit. The landlord or letting agent must provide a copy of The DPS terms and conditions to the tenant with this form. This can be downloaded from www.depositprotection.com.

To: Mr A Tenant

Tenancy details

Tenancy address: 1 The House, On a road, In a town, SP1 1TT

Deposit amount: £1,125.00

Landlord or letting agent's details:

Name: Bassets Lettings
Address: 27 Castle Street, Salisbury SP1 1TT
Telephone: 01722 820580
Email: lettings@bassets.co.uk

Contact details.

Your deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here's how you can contact them if you need to, by post:

By Post **The DPS**
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
Call: **0330 303 0030**
Email: **contactus@depositprotection.com**
Website: **www.depositprotection.com**

How the scheme works

Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

Please see section 3 of The DPS Custodial Terms and Conditions

Deposit repayment

Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.

Please see section 14-19 of The DPS Custodial Terms and Conditions

Deposit disputes

Procedures that apply under the Scheme where the Landlord and the Tenant dispute how the deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation.

The DPS Dispute Resolution Service is a free, straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts, which can be costly and take a long time. When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

Please see section 20-23 of The DPS Custodial Terms and Conditions

TENANTS DETAILS

Add this information for all tenants in the tenancy.

Name: Mr A Tenant
Address: House Number, Street Name, Town Name, County Name, SP1 1TT
Telephone: 01722820580
Email: lettings@bassets.co.uk

Contact address to be used by The Landlord at the end of the tenancy: Tenants are to provide these details at the end of the tenancy.

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy. Details of third parties paying the deposit

Details of third parties paying the deposit

If the deposit is being paid by a third party, record their details here. If additional third parties are paying the deposit, please record their details on a separate sheet and attach it to this document.

Circumstances when all or part of the deposit may be retained by the landlord or letting agent

For details of the circumstances when the landlord or letting agent may retain part or all of the deposit, please refer to the following clauses of the tenancy agreement.

Clauses 1 to 8 and any special conditions all the Terms & Conditions signed at the application stage.

I/We (being the landlord or letting agent) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief

Landlord(s)	Signatures
-------------	------------

Dated:	

All tenants at the tenancy should sign this form and send a copy to their landlord or letting agent.

Tenant(s)	Signatures
Dated:	

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This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.

Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are entering into.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?



This guide is for people who are about to rent a house or flat on an [assured shorthold tenancy](#). Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) – nor tenants where the property is not their main or only home.

Links



This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.

CONTRACT

Before you start

Renting from a landlord or a letting agent?

- How long do you want the tenancy for?**
 You can ask for a tenancy to be any length between six months and seven years. This has to be agreed with the landlord.
- What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- If you are entitled to Housing Benefit or Universal Credit** you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and return your original documents to you.
- Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.

Ways to rent a property

Direct from the landlord	Through a letting agent
<ul style="list-style-type: none"> <input type="checkbox"/> Look for landlords who belong to an accreditation scheme. Your local authority can advise you about accreditation schemes operating in your area. The National Landlords Association (NLA), the Residential Landlords Association (RLA) and the Guild of Residential Landlords run national schemes. 	<ul style="list-style-type: none"> <input type="checkbox"/> Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website. The Government has committed to banning letting fees to tenants but this has not yet come into force. You should discuss the letting fees with your agent if you think that they are too high. <input type="checkbox"/> What independent redress scheme is the agent a member of? Are they a member of a client money protection scheme? By law, this information should also be clearly visible to you. <input type="checkbox"/> Reputable agents are often accredited through a professional body like ARLA Propertymark, NALS, RICS or UKALA. Look for the SAFEagent sign too. <input type="checkbox"/> Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.



Watch out for scams!

Be clear who you are handing money over to, and why.

Looking for your new home

Things to check

- Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it.

You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.

Alternative products such as deposit replacement insurance also exist, but you need to fully understand the cover they provide before signing up. For example you will still be responsible for paying for any damage to the property at the end of the tenancy.
- Length of the tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.
- Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- Smoke alarms – and carbon monoxide detectors** if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.
- Safety.** Check that the property is safe to live in. Use the 'How to Rent a Safe Home' guide to help you identify possible hazards.
- If the building becomes unfit to live in.** Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

- They could be [subletting](#)** – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.
- Ask whether the property is [mortgaged](#).**

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which **unrelated people share facilities** such as the kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



When you've found a place

Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a [model tenancy agreement](#) that can be used.

If you have any concerns about the agreement, seek [advice](#) before you sign.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.
- Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Check whether whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an [EPC rating of at least 'E'](#) (unless a valid exemption applies).

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with:

- A record of any [electrical inspections](#).** All appliances must be safe and checks every 5 years are recommended.
- Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Living in your rented home

The tenant must...

- Pay the rent on time.** If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** You could be evicted for anti-social behaviour if you aren't.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

And also you, the tenant, should...

- Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- And don't forget to [register to vote](#).**

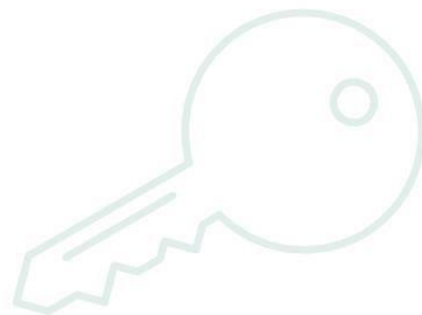


The landlord must...

- Maintain the structure** and exterior of the property.
- Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply
- Maintain** any appliances and furniture they have supplied.
- Carry out most [repairs](#).** If something is not working, [report it](#) to your landlord or agent as soon as you can.
- Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- Get a licence for the property** if it is a [licensable property](#).
- Ensure the property** is at [a minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

And also the landlord should...

- Insure the building** to cover the costs of any damage from flood or fire.



At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

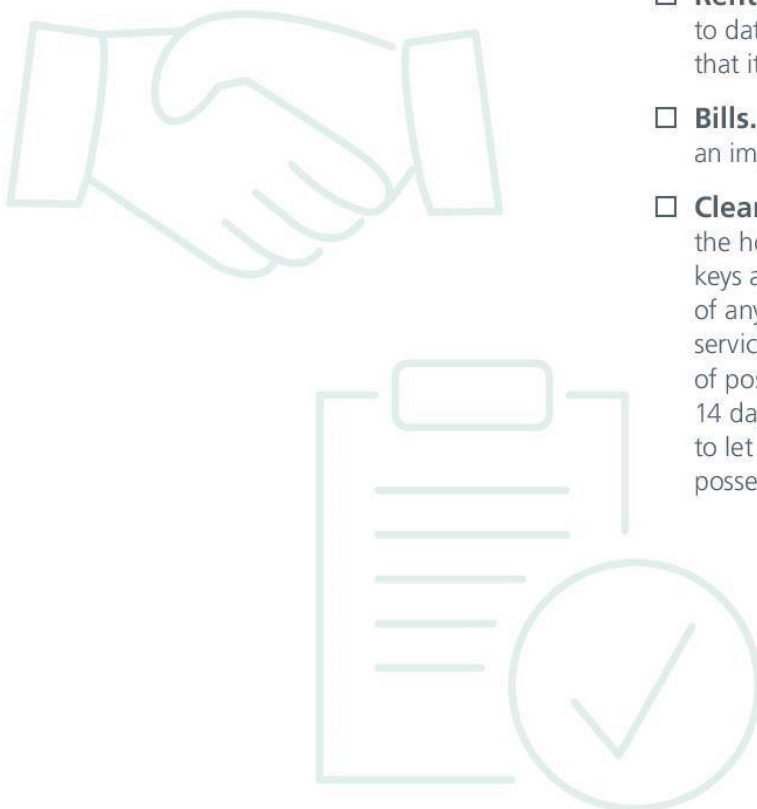
- ❑ **Do you want to sign up to a new fixed term?** There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- ❑ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- ❑ **Giving notice.** It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.
- ❑ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- ❑ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ❑ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ❑ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.



If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- ❑ **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- ❑ **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. Check out these [practical steps for managing your rent payments](#).
- ❑ **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- ❑ **If you have a serious complaint** about the property and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [cannot evict you](#) with a Section 21 notice (no fault eviction) for six months after the council's notice. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.
- ❑ **Failure to comply with a statutory notice is an offence**, local authorities may prosecute or fine the landlord up to £30,000.
- ❑ **Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents letting out property if they are convicted of certain offences, including failure to comply with a formal notice issued by the local authority requiring safety improvements and making illegal evictions. If a landlord or property agent receives a banning order, they will be added to the [database of rogue landlords and property agents](#). Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive two or more [civil penalties](#) within a 12 month period.
- ❑ **Unannounced visits and harassment** from your landlord – contact your [local authority](#), or if more urgent dial 999.
- ❑ **If you are being [forced out illegally](#)**, [contact the police](#) and your [local authority](#). If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.



If you live with your partner and you separate, you may have [the right to carry on living in your home](#).

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, please [contact us](#).

Further sources of information

Tenancy deposit protection schemes

Your landlord must put your deposit in a government-backed tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- [The Property Ombudsman](#)
- [Ombudsman Services Property \(until 6 August 2018\)](#)
- [Property Redress Scheme](#)

Also in this series

- The Government's **'How to Rent a Safe Home' guide** helps current and prospective tenants ensure that a rented property is safe to live in.
- The Government's **'How to Let' guide** provides information for landlords and property agents about their rights and responsibilities when letting out property.
- The Government's **'How to Lease' guide** helps current and prospective leaseholders understand their rights and responsibilities.

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

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01 The importance of protecting your deposit

Since April 2007, all assured shorthold tenancy deposits received by landlords and letting agents must be protected by a Government-authorized tenancy deposit protection scheme.

We offer the only Custodial scheme authorized by the Government. This means that your deposit is held by us for the duration of the tenancy. We're the UK's largest provider of deposit protection, so your money is secure with us. Your deposit will be returned at the end of the tenancy, once you and your landlord/letting agent have agreed how it should be repaid.

02 How does the Custodial scheme work?

You pay your deposit to your landlord/letting agent.



Your landlord/letting agent must submit your deposit within 30 days.



Your landlord/letting agent will also provide us with your contact details.



We will send you a Deposit Protection Confirmation, detailing your Deposit ID and Repayment ID. You will need this information whenever you make an enquiry.

03 Online access to your deposit

It's easy to access your deposit via our website. You just need your Deposit ID and Repayment ID handy.

Once you have accessed your deposit, you can:

- ▶ View the details of your deposit
- ▶ Update your contact details
- ▶ Request a repayment when you move out
- ▶ Access information on our processes

04 How do I update my details?

Throughout your tenancy you can access the details of your deposit online and are able to keep your contact details up to date. This is especially important if your phone number or email address changes.

When you move out, please provide us with your new postal address. It is important that you update your account with this address as your landlord/letting agent cannot do it for you.

 <p>ONLINE At www.depositprotection.com and entering your Deposit ID and Repayment ID</p>	 <p>IN WRITING The Deposit Protection Service The Pavilions, Bridgwater Road Bristol BS99 6AA</p>
 <p>ONLINE FORM Connect to our Virtual Customer Service Agent or access our FAQs www.depositprotection.com/help</p>	 <p>BY PHONE Call 0330 303 0030 Lines open Monday - Friday, 8:00am - 6:00pm Saturday, 9:00am - 1:00pm</p>

05 What happens when I move out?

- At the end of your tenancy, you and your landlord/letting agent need to agree how your deposit will be repaid.
- We need to hear from you both before we can repay your deposit.
- You will need to log in to your account using your Deposit ID and Repayment ID. Your landlord/letting agent will also need to log in to their account using the Deposit ID and their Repayment ID. This does not have to be done at the same time, but no amount of the deposit will be released until both parties have submitted their instructions. This can also be done jointly, but both parties will need their Repayment IDs. You can also complete this process by completing a paper form.

06 What happens if we can't agree on how the deposit is repaid?

If you can't agree on how your deposit should be repaid, you can use our independent Alternative Dispute Resolution (ADR) service to resolve the dispute. It's free to use and avoids the need for court action.

Once you and your landlord/letting agent have agreed to use this service, we'll ask you to send us any evidence you would like our independent, legally trained adjudicators to consider.

Need more information?

Please visit www.depositprotection.com for more information on the Custodial scheme.



In order to use our Custodial scheme, you will need to read and accept these terms and conditions (the "Terms and Conditions"). Please see below some definitions and explanations of the terms we use frequently throughout this document.

1. Definitions and Explanations of commonly used terms

Adjudication

This is an evidence-based decision making process which results in a Decision about how a Dispute should be resolved.

Adjudicator

This is a qualified expert appointed by us to independently and impartially consider a Dispute and provide a Decision.

Assured Shorthold Tenancy

This is a tenancy defined as an Assured Shorthold Tenancy under the Housing Act 1998.

Calendar Day

A Calendar Day is any day of the week.

Custodial Scheme (or Scheme)

A Custodial Scheme is a scheme for the protection of residential tenancy deposits. Custodial Schemes were established in England and Wales under the Housing Act 2004. They are open to any person or organisation taking Deposits for a residential Tenancy. Under our Custodial Scheme, when a Landlord, Letting Agent or Organisation receives a Deposit from a Tenant, they pass the money to us for safekeeping.

Customer Service Centre

This is our telephone contact centre. You can contact the Customer Service Centre on 0330 303 0033 between 8am and 6.30pm on Working Days. Our Customer Service Centre closes on bank holidays in England and Wales. Please check the homepage of our website for details.

Decision

This is the evidence-based decision of an Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions.

Deposit

This is the money a Tenant gives to their Landlord under the Tenancy Agreement, who then pays it to us for safe keeping. The Deposit is used as security against breach of the Tenant's obligations under the Tenancy Agreement, for example failure to keep the Property in good repair and failure to pay the rent.

Deposit ID

This is the unique identifying reference number allocated to a Deposit following the successful submission of the Deposit to us.

Dispute

If at the end of a Tenancy, the Landlord and the Tenant cannot agree on how much of the Deposit should be given to each Party, this is a Dispute.

Dispute Resolution Service

Our Dispute Resolution Service is an independent service we provide to resolve Disputes and is a free alternative to going to court. If you use our Dispute Resolution Service, we will collate and summarise evidence provided by each person involved in the Dispute and one of our Adjudicators will review the evidence and make a Decision on how much of the Deposit should go to each Party.

Form(s)

These are all paper forms you must submit to us in order to use the Scheme and include the Cheque Deposit Submission Form, the Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords), the Statutory Declaration and the Statutory Declaration Notice.

Initial Requirements

The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004. They are:

- to protect the Deposit in a government-authorised scheme like ours; and
- to give the Tenant a copy of the Prescribed Information.

Joint Tenancy

This is where more than one Tenant has entered into a Tenancy Agreement with a Landlord.

Joint Tenants

The Tenants in a Joint Tenancy.

Landlord

This means a Landlord of a Tenancy. For the purposes of these Terms and Conditions, the term Landlord includes a Letting Agent or Organisation, where applicable.

Landlord ID

This is the unique identifying reference number we give to the Landlord when they register with us.

Letting Agent

This is the letting agent who lets or manages a property on the Landlord's behalf.

Nominated Tenant

If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

Organisation

An Organisation is a company who lets or manages a property on the Landlord's behalf or on its own account including Housing Associations, the N.H.S. and student property associations.

Parties

Means the Landlord and Tenant(s). A "Party" means one or the other.

Prescribed Information

This is the information which must be provided by the Landlord to the Tenant in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007.

Property

This is a property which is the subject of a Tenancy for which a Deposit is protected.

Relevant Person

This is someone who has paid a Deposit to a Landlord on behalf of a Tenant, and who is a 'relevant person' as described in Sections 212 to 215 of the Housing Act 2004.

Sole Tenant

This is where there is only one Tenant in a Tenancy.

SMS

Means short message service otherwise known as text messaging service.

Statutory Declaration

This is a Form completed by either the Landlord or the Tenant when they are claiming repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence.

Statutory Declaration Notice

This is a notice we send to confirm we have received a Statutory Declaration and to require additional information from the receiving Party.

Statutory Declaration Process

This is a process which may be used by a Party to claim the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in section 19.

Tenancy

This is an Assured Shorthold Tenancy of a Property under which a Deposit is protected with us or another type of tenancy under which we at our sole discretion agree to protect a Deposit on these Terms and Conditions as if the Deposit related to an Assured Shorthold Tenancy.

Tenancy Agreement

This is the written agreement between the Landlord and Tenant relating to the Tenancy of the Property.

Tenant

This is the Tenant of a Tenancy.

The Ministry of Housing, Communities and Local Government ('MHCLG')

This is the government Ministry that has authorised us to provide this service.

The Deposit Protection Service ('The DPS')

The DPS is a trade name of Computershare Investor Services PLC, a company registered in England and Wales with company number 3498808. Its registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE. Throughout this document, we also refer to The DPS as 'we' or 'us'.

Transfer

A Transfer can be:

- i. the transfer of a Tenancy from the existing Landlord to a new Landlord;
- ii. the transfer of a Tenancy from the existing Tenant to a new Tenant; or
- iii. in the case of a Joint Tenancy, a change in the identity of one or more of the Joint Tenants (**Tenant Transfer**).

Working Day

Working Days are days on which our offices are open for business. These are every Monday to Friday, excluding bank holidays in England and Wales. We keep our website – www.depositprotection.com – up-to-date with our opening times.

In these Terms and Conditions the use of the words and phrases "other", "including" and "in particular" shall not restrict a general or wide interpretation of any words preceding them where a wider interpretation is possible. Except where the context otherwise requires, words using the singular shall include the plural and vice versa.

2. Information about the Scheme for you

- a. These are our Terms and Conditions which govern how we provide the Scheme. From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.
- b. The ways you can contact us are set out in section 4 "Ways to Contact us".
- c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".
- d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.
- e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.
- f. Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

3. How our Custodial Scheme works

Our Custodial Scheme is free to use (with some exceptions, explained later in these Terms and Conditions) and is open to all Landlords. Below is an overview of how it works.

- a. After taking a Deposit from a Tenant, the Landlord must protect the Deposit within 30 Calendar Days of receiving it in order to avoid the consequences set out in the Housing Act 2004. We will accept Deposits submitted after 30 Calendar Days.
- b. Once we have protected a Deposit, we will send confirmation to the Landlord, the Tenant and any Relevant Person (see section 12 for details about what we send). The Landlord must also give the Prescribed Information to the Tenant. Landlords can print a Prescribed Information form which is pre-populated with the information they have entered into the Landlord's online account at www.depositprotection.com. The Landlord will need to provide additional information to complete the Prescribed Information.
- c. At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:
 - i. the amount of the Deposit that should be repaid to the Landlord with reasons; and
 - ii. the amount of the Deposit that should be repaid to the Tenant with reasons.
- d. If the Landlord and the Tenant agree, we will pay out the amount the Landlord and Tenant agree should be repaid to each of them as detailed on the repayment Form or online submission.
- e. If there is a Dispute regarding the repayment of part or all of the Deposit, it will be referred to our Dispute Resolution Service, unless we are instructed otherwise in writing.
- f. If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be suspended until we are notified that both Parties do wish to use the Dispute Resolution Service, or we are informed that the Parties have reached agreement as to distribution of the Deposit, or we are presented with a court order relating to repayment of the Deposit in accordance with section 24.
- g. The Landlord or Tenant may follow the Statutory Declaration Process if they have no current address for the other Party or if the other Party fails to respond to a written notice from the claiming Party claiming some or all of the Deposit within 14 Calendar Days of the date of the notice.

4. Ways to contact us

a. The Online Service

- i. Landlords can register online and anyone using our Service can complete submissions online by visiting www.depositprotection.com.

- ii. Parties can also communicate with us by completing an online enquiry form available through the Frequently Asked Questions section of our website at www.depositprotection.com.
 - iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.
 - iv. Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.
- b. Customer Service Centre**
The Customer Service Centre is available to:
- i. help Landlords, Letting Agents and Tenants to use the Scheme;
 - ii. process requests for Forms;
 - iii. manage new registrations of Landlords and Letting Agents; and
 - iv. process requests for repayment and responses.
- We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.
- c. Paper Based Service**
- i. If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.
 - ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.
- 5. How to create an account**
- I. Landlords**
- a. When a Landlord creates an account with us, all information provided must be up-to-date and correct.
 - b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:
 - i. the Landlord's first name, surname and title;
 - ii. the Landlord's contact address including the town, country and postcode;
 - iii. at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and
 - iv. a valid email address for the Landlord (if creating an account online).
 - c. Letting Agents and Organisations must provide the following mandatory pieces of information:
 - i. the full name and title of the Letting Agent or Organisation's primary contact;
 - ii. the full name or company name of the Letting Agent or Organisation;
 - iii. the contact address of the Letting Agent or Organisation;
 - iv. at least one contact telephone number for the Letting Agent or Organisation; and
 - v. a valid email address for the Letting Agent.
 - d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.
 - e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.
 - f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.
 - g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.
 - h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
 - i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.
 - j. Landlords must enter their registered email address and password for the following:
 - i. to log into their online account;
 - ii. to access all the information we store that relates to them;
 - iii. to update any such data;
 - iv. to pay a new Deposit to us;
 - v. to perform any actions during a Tenancy;
 - vi. to manage their Deposits; and
 - vii. to instigate the Deposit repayment process.
 - k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:
 - i. their unique Landlord ID. This will also be provided over the telephone; and
 - ii. The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.
 - l. Landlords can select other people to have administrative rights to their account, to give instructions on the Landlord's behalf. To do this, the Landlord must create an administrator account for the selected person. The Landlord can choose one of two levels of access for the person they are adding:
 - I. **Senior Tenancy Administrators:** who can complete all actions on the account except creating new accounts; or
 - II. **Tenancy Administrators:** who can complete all actions except repaying or transferring any Deposits and creating new accounts.
- The Landlord retains the role of Account Administrator and has full access to edit any allowed aspect of their account or tenancies.
- II. Tenants**
- a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.
 - b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.
 - c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
 - d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.
 - e. Tenants must enter their registered email address and password for the following:
 - i. to log in to their online account;
 - ii. to access all the information we store that relates to them;
 - iii. to update any such data; and
 - iv. to instigate the Deposit repayment process.
- 6. Adding a Property**
Landlords can add a Property or multiple Properties in their online account before submitting any Deposits to us.
- 7. Creating a Tenancy**
- a. Landlords can create a Tenancy in their online account before submitting any Deposits.
 - b. To create a Tenancy, a Landlord must provide a name together with a contact mobile telephone number or email address for any Tenants and an email address for any Relevant Person.
 - c. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).
- 8. Joint Tenancies and Third Parties (Nominated Tenant)**
- a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:
 - i. the Deposit repayment process;
 - ii. any Statutory Declaration;
 - iii. the provision of Tenant's evidence; or
 - iv. any other relevant Form or submission.
 - b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.
 - c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
 - d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
 - e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:
 - i. complete the Deposit Submission Form;
 - ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and
 - iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
 - f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.
 - g. We are entitled to deal with and take instructions from the first joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
 - h. If no joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.
- 9. Initial Requirements**
Sections 10 (Deposit Submission) and 11 (Payment Options) of these Terms and Conditions comprise the Initial Requirements for the purposes of the Housing Act 2004.
- 10. Deposit Submission**
- a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at www.depositprotection.com or with a Cheque Deposit Submission Form sent to us by post.
 - b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.
 - c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.
 - d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy.
 - e. If Landlords create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.
- 11. Payment options**
- a. The Landlord must ensure that they pay the correct amount of Deposit to us.
 - b. Deposits can be paid to us by bank transfer, debit card or cheque.
- I. Bank Transfers**
- a. Bank transfer payments can only be used for online custodial Deposit submissions and must be made using our 6 digit sort code and the Landlord's unique 8 digit account number which will be displayed when a Landlord opts to pay by Bank transfer in their online account. Landlords must add a reference number to the payment.
 - b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.
 - c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected.
 - d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0033 or by completing an online enquiry form, available on www.depositprotection.com.

II. Debit card payments

- Debit card payments can only be used for online custodial Deposit submissions.
- If a Landlord wishes to pay by debit card, they must select this option on the payment page following creation of the Deposit in the online system.
- We use Worldpay to process debit card payments.
- When a Landlord pays by debit card their details are sent to Worldpay in order to process payment.
- We do not store Debit Card details.
- Confirmation that a successful card transaction has taken place will be provided to the Landlord in real time.
- We will provide confirmation to the Landlord when the payment clears, by email within 5 Calendar Days of processing the debit card payment.

III. Cheque payments

- Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 36 of these Terms and Conditions.
- The online service will generate the Cheque Deposit Submission Form when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Cheque Deposit Submission Form.
- Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.
- All cheques must be made payable to The Deposit Protection Service, be dated within the past 3 months of the date of processing, be signed by an authorised signatory of the account and be drawn in pounds Sterling on a UK bank account. Words and figures must match and be equal to the full amount of the Deposit as stated on the Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Tenancy.
- If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.
- Accepted cheques will be banked within 1 Working Day of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.
- In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.89 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits from that Landlord for that Tenancy.

12. What happens after the Deposit has been protected?

- We will send an email confirming protection of the Deposit to:
 - the Landlord's registered address or the Landlord's registered email address;
 - all Tenants' registered email addresses. We will also send a link to Tenants to activate their online account if they have not done so already. If we do not know the Tenants' email addresses, we will send confirmation by post to the Property. If we do not know the Tenants' email addresses and the Deposit has been paid more than 14 Calendar Days before the start date of the Tenancy, we will send confirmation to the Property in time for the Tenancy start date; and
- the email address of any Relevant Person registered on the Deposit. We will also send the Relevant Person a certificate confirming protection of the Deposit.
- Tenants will be able to use their email address and password to log in to the online service and view the Deposit, a certificate confirming protection of the Deposit, Tenancy details and other information we hold regarding the Tenancy.
- If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.

13. Making changes to your account

- Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.
- Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.

I. Changing the Landlord of a Tenancy

- If the Landlord changes, the outgoing Landlord must effect a change of Landlord via their online account. We will not register a change of Landlord unless:
 - the incoming Landlord has an account with us with a valid Landlord ID; and
 - the outgoing Landlord has the incoming Landlord's Landlord ID.
- If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord should contact us with reasonable supporting evidence to confirm this.
- If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not call us at the Customer Service Centre on 0330 303 0033 within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
- If the outgoing Landlord does call us within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.

- In the event of a change of Landlord, we will send confirmation and details of the change including the new Deposit ID to:
 - the outgoing Landlord, Letting Agent or Organisation as applicable;
 - the incoming Landlord, Letting Agent or Organisation as applicable; and
 - all Tenants at the Property.

II. Changing Tenants in a Tenancy

- A change of Tenant process should only be used:
 - when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
 - when a Tenant is leaving a Joint Tenancy and a new Tenant is being added to a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
 - when a new Tenant is being added to a Joint Tenancy only; or
 - when a Tenant is leaving a Sole Tenancy and being replaced by another Tenant and the Landlord has no claim against the Deposit for the Tenant leaving the Tenancy.

- Landlords will be able to add or remove Tenants from a Tenancy via their online account.
- When a Landlord adds a Tenant to a Tenancy via their online account this will happen immediately. We will send confirmation of that change by email to:
 - the Landlord, Letting Agent or Organisation in respect of the Property;
 - the Tenants who will continue to reside in the Property;
 - any incoming Tenants; and
 - any outgoing Tenants.

- When a Landlord seeks to remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account, we will email the affected Tenant to tell them. We will also tell the Tenant that if they do not want us to remove them from the Tenancy they must call us via the Customer Service Centre on 0330 303 0033 within 7 days of our email. We will not complete the Landlord's request if the Tenant contacts us within 7 days of our email informing us that they do not want us to remove them from the Tenancy. If the Tenant does not contact us, we will complete the removal as the Landlord has requested.

- We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is completed.

- Where a Tenant is removed from a Joint Tenancy it is the remaining Tenants' responsibility to arrange any payments to an outgoing Tenant or Relevant Person.

III. Scheme Transfers

- If a Landlord wants to transfer a Deposit we are protecting to another Scheme, they can email their request to support@depositprotection.com. They will need to send a list of all the Deposits they want to transfer. They also need to send us the details of the Scheme to which we should transfer the Deposits.

- If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:
 - transfer the relevant Deposit monies directly to the other Scheme;
 - send the other Scheme a list of all details of the Deposits we have transferred; and
 - close the relevant Deposits and Tenancies on the Landlord's online account.

- We reserve the right to make further enquiries of any Landlord on receipt of a request to transfer Deposits to another Scheme.

14. Deposit repayment - General

- We will not release any part of the Deposit unless:
 - all Parties have agreed to us doing so; or
 - there is an undisputed Statutory Declaration claim; or
 - there is a Decision from an Adjudicator; or
 - we are passed a court order which refers specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or
 - such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.

- We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us, either online or by calling the Customer Service Centre.

- Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.

- If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.

- Repayments can be either:
 - wholly agreed (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
 - partially agreed (the Parties agree on the repayment of part only of the Deposit and a Dispute exists in relation to the balance); or
 - disputed (there is a Dispute as to how the entire Deposit should be repaid).

- Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.

- Repayment of all or part of the Deposit will be made either by:
 - direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;
 - Sterling cheque; or
 - a combination of the two methods in accordance with the Parties' direction.

- Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.

- Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.

- We will provide confirmation of the amount of the repayment paid to each Party to:
 - the Landlord; and
 - all the Tenants.

- Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.

15. Deposit Repayment - Requests

- Either Party can start the repayment process by completing one of the following steps:
 - submitting a Deposit repayment request through an online account;
 - submitting a Deposit repayment request by telephone with the Customer Service Centre; or
 - submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre.

- submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre.

- submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre.

16. Landlord Repayment Requests

I. Whole Deposit returned to Tenants

- If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
 - log into your online account; and
 - confirm that you wish to make a full repayment of the Deposit to the Tenant.

- We will notify all Tenants of the Landlord's full repayment request.

- If you are a Tenant responding to a Landlord's full repayment request you must:
 - log into your online account;
 - confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
 - provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
 - confirm your instructions for repayment.

- We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.

- We will confirm repayment to all Parties in writing.

II. Landlord making Deductions from Deposit

- If you are a Landlord, and you wish to make deductions from the Deposit you must:

- i. log into your account;
 - ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
 - iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.
- b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
- c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
- i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
 - iii. agree or disagree with each claim for deductions made by the Landlord;
 - iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
 - v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
 - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
 - vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
 - viii. agree to be bound by any Decision.
- d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
- e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
- f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
- g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
- h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

- a. A Tenant can submit a Deposit return request. If you are a Tenant you must:
- i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
 - iii. confirm the amount you believe is due to each Tenant and any Relevant Person;
 - iv. confirm any deductions to be paid to the Landlord;
 - v. provide any reasons for each deduction to be paid to the Landlord;
 - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
 - vii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
- b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.
- c. If you are the Landlord responding to a Tenant's Deposit return request you must:
- i. log into your online account; and
 - ii. agree or disagree with the repayment claim made by the Nominated Tenant;
 - iii. confirm the amount you believe is due to the Landlord with reasons;
 - iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
 - v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
- d. If the Landlord:
- i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
 - ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

18. Repayment requests on paper or by the Customer Service Centre

- a. The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.
- b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.
- c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.
- d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:
 - i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
 - ii. they will be bound by the Decision of the Adjudicator.
- e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.
- f. Parties can also respond to claims by calling our Customer Service Centre.

19. The Statutory Declaration Process

I. When can it be used?

- a. The Statutory Declaration Process is a method of repayment. It is used when:

- i. the Landlord has no current address for the Tenant; or
 - ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or
 - iii. the Tenant has no current address for the Landlord; or
 - iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.
- b. The following criteria must be met before the Statutory Declaration Process can be used:
- i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
 - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
 - iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
 - iv. the claiming Party believes they should be repaid some or all of the Deposit; and
 - v. any amount claimed by the Landlord must be referable to:
 - a. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
 - b. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property.

Claims for damage caused by fair wear and tear will be rejected.

II. The Statutory Declaration Process

- a. The Party who wishes to use the Statutory Declaration Process must provide us with a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.
- b. Parties can get a Statutory Declaration through their online account or by calling 0330 303 0033. If the Party requests a Statutory Declaration online it will be partially populated with the Tenancy details which we hold. This document can be modified by the Party and printed in order to be completed.
- c. The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a commissioner for oaths, or a magistrate.
- d. The Statutory Declaration must contain the following information:
 - i. the date on which the Tenancy ended;
 - ii. confirmation that the Parties have failed to reach agreement about repayment of the Deposit, with details of any communications between them since the end of the Tenancy;
 - iii. justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);
 - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
 - 1. the Party making the claim has no current address for, or other means of contacting the other Party. In this case the claiming Party must give details of any address (other than the Property) and other contact details (including telephone numbers or email addresses) which they have for the other Party; or
 - 2. the other Party has failed to respond to the claiming Party's written notice in relation to the distribution of the Deposit within 14 Calendar Days. In this case a copy of the written notice sent to the other Party must be attached.
 - v. any information the claiming Party has as to the whereabouts of the other person;
 - vi. confirmation that the claiming Party gives their consent for the Dispute to be resolved through our Dispute Resolution Service (in the event of the other Party disputing that the claiming Party should be paid all or part of the Deposit);
 - vii. confirmation that the claiming Party considers that they are entitled to be paid all or part of the Deposit as claimed; and
 - viii. the claiming Party makes a Statutory Declaration in the knowledge that if they knowingly and wilfully make a false declaration, they may be liable to prosecution under Section 6 of the Perjury Act 1911.

III. Statutory Declaration Process – Statutory Declaration Notice and Resolution

- a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:
 - i. whether they accept that the claiming Party should be paid the whole of the amount claimed;
 - ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and
 - iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.
- b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.
- c. If the receiving Party completes and returns the Statutory Declaration Notice so that we receive it within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.
- d. If the other Party completes and returns the Statutory Declaration Notice so that we receive it before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming Party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and we will provide a summary of the other Party's Statutory Declaration Notice.
- e. Once we have issued the summary of the Statutory Declaration Notice to the claiming Party, they will have 7 Calendar Days from the date of issue to agree or disagree with its contents. The claiming Party should submit any extra evidence which they wish to be taken into account by this deadline. The other Party will also be given 7 Calendar Days' notice that the Dispute will be referred to our Dispute Resolution Service, and can submit any final evidence of their own within this time. If no response is received from the claiming Party or the other Party within 7 Calendar Days from the date of the summary of the other Party's Statutory Declaration Notice, the Dispute will be referred to our Dispute Resolution Service in any event.

f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consent to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.

g. We will then forward copies of the:

- i. Statutory Declaration;
- ii. Statutory Declaration Notice; and
- iii. any additional evidence submitted by either Party;

to the Adjudicator (see Adjudication at section 23 below).

h. We will release any undisputed amount to the Party or Parties concerned.

i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.

20. The Dispute Resolution Service

General rules for using our Dispute Resolution Service

a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.

b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.

c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.

d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.

e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.

f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.

g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.

h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.

i. The Adjudicator can only make a Decision to award up to the value of the Deposit.

j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.

k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.

l. A Dispute must not be the subject of an existing court action.

m. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:

- i. they relate to matters other than the return of the Deposit; and/or
 - ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
 - iii. the issues raised have already been decided upon by a court;
- n. The Adjudicator may also reject Disputes which, in their reasonable opinion:
- i. are being pursued in an unreasonable manner;
 - ii. are frivolous;
 - iii. are vexatious; and/or
 - iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.

o. Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We will not accept evidence received after this time.

p. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.

q. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or when the Deposit is £5,000 or more in amount.

21. Repayment Request – Collection of evidence

a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.

b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.

c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant

fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.

d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.

22. Dispute Evidence – the details

a. The Landlord's evidence should include, but is not limited to the following:

- i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
- ii. the signed check-in inventory and schedule of condition;
- iii. vacating instructions;
- iv. the signed check-out inventory and schedule of condition;
- v. a signed and legally-compliant written Tenancy Agreement;
- vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
- vii. a statement of the rent account, if relevant;
- viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
- ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
- x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.

b. The Tenant's evidence should include, but is not limited to the following:

- i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
- ii. any other relevant information including photographs, DVDs, correspondence or receipts.

c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.

d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.

e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.

f. Following receipt of each Party's evidence, we may request extra information or clarification.

g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.

23. The Adjudication

a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:

- i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
- ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
- iii. any extra evidence from the Landlord or the Tenant.

b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.

c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.

d. The Adjudicator may:

- i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
- ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
- iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.

e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.

f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.

g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.

h. We will make any payment to either Party within 10 Calendar Days of the Decision.

i. We will make payments according to the method specified by the relevant Parties

j. The Adjudicator may take the initiative in ascertaining the facts and the law.

k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.

l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

24. Court Orders

a. If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:

- i. it refers to the Deposit and/or The DPS as the Scheme administrator; and
 - ii. it specifies how much of the Deposit should be paid to the successful Party.
- b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained before we can release the Deposit.

25. Costs

All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:

- i. for processing a payment to an overseas bank account we charge £25.89; and
- ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

26. Confidentiality

a. Anyone involved with an Adjudication must not reveal specific details of the case to anyone not connected to that Adjudication, unless required by law.

b. By agreeing to use our Dispute Resolution Service, you give us permission to gather

and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.

27. Keeping your data safe

The following are data security Terms and Conditions which are specific to our Custodial Scheme:

- If a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
- If a Tenant request a Form, we will ask for their Deposit ID so we can process their query.
- In order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.

28. Liability

- We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.
- We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.
- Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
- In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate us for any such loss or damage.
- Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID or log in details have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.
- Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
- You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
- We do not accept liability for the actions of any third parties including Letting Agents.

29. Complaints

We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.

- If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint.
To send us a letter, you can write to us here at the address in section 36.
To send us an email, please use: complaints@depositprotection.com

30. Service Availability

- The online service will usually be available for use 24 hours a day, every day of the year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented. However, the service may be temporarily unavailable for a number of reasons, including routine and emergency maintenance, excess demand for the service, failure of the internet and other circumstances beyond our control.
- We shall not have any liability to you for any non-availability or interruption in the operation of the service (wholly or part of) or for any failure or delay of a communication. It is your responsibility to ensure that any communications are sent in sufficient time to be received within any deadlines.

31. Online Security

- Except where we have been negligent, we do not accept any responsibility for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an email message has been sent by us or prior to an email message being received by us or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.
- We take reasonable care to ensure that electronic communications generated by the online service are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. Our liability in this respect is limited to re-supplying any affected documents or attachments.
- You are responsible for ensuring all electronic communications sent by you to us are free from viruses or defects. If a communication from you is found to contain a virus, we shall not be obliged to receive or act upon such communication.
- We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication or line failures, power failure, earthquakes or other disasters.
- If you are sending an e-mail to us, please ensure your e-mail does not exceed 20 megabytes. Any e-mails received larger than 20 megabytes may not be received.
- Any information supplied on our website, by our virtual agent, within our FAQs on the telephone or by post is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.
- You are responsible for keeping any passwords in relation to us secure. We accept no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.

- Whilst your connection to the online service is encrypted you should note that email communications are not necessarily secure and there is always a risk that email messages may be intercepted or tampered with. By registering for and using this service, you acknowledge that these risks exist and that confidentiality cannot always be assured.

32. Privacy Policy

The DPS's Data Privacy Policy can be viewed by visiting <https://www.depositprotection.com/privacy-policy/or> by calling 0330 303 0033 to request a copy.

33. Intellectual Property

The DPS and the MHCLG shall retain all intellectual property rights in and relating to all methods, formulae, techniques, processes, systems, materials, programs, logos, Forms and documentation devised, designed or prepared by or on behalf of The DPS for the purpose of or in connection with its provision of the Scheme and all other Intellectual Property Rights created by or on behalf of The DPS in connection with the Scheme.

34. General

- Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
- Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:
 - excluding the day we receive Forms or documents; and
 - from the day that we issue Forms or documents, regardless of the date they are received or seen by the Parties.
- Unless correspondence relates to Dispute Resolution, the Statutory Declaration Process, or the repayment of a Deposit, all communications will be sent by 2nd class post. Correspondence related to Dispute Resolution, Statutory Declaration Process, or the repayment of the Deposit will be sent by 1st class post.
- If you are in any doubt as to whether we have received or carried out any of your instructions, you should telephone us immediately on 0330 303 0033.
- We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.
- All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.
- From time to time we may change these Terms and Conditions. We will keep you informed about changes with a message on our homepage at www.depositprotection.com and when you log in to use the online service. You can always find our current Terms and Conditions on our website too. If you would like a paper copy, call or email us. All Forms or online submissions will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms or online submissions are received by us. Our Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.
- If any part of the terms of these Terms and Conditions proves to be or unenforceable in any way, this will not affect the validity of the remaining Terms and Conditions in any way.
- If we relax any part of these Terms and Conditions once or more than once, each instance would be considered a one-off, or a temporary decision. It will not affect our right to enforce the term strictly again when we wish to.
- We reserve the right to delay taking action on any particular instruction if we consider that we need to obtain further information or to comply with any legal or regulatory requirement binding on us (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity or any other matter relating to the instruction.
- We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- We will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
- If an Agent is appointed by a Landlord, it is the sole responsibility of the Landlord to complete all due diligence required on the Agent to register their Tenant(s) Deposit(s) with The DPS.
- Registration with The DPS and use of the Custodial Scheme cannot be taken as indication as to the credibility of the Party.

35. Governing Law

These Terms and Conditions are governed by and will be interpreted under the laws of England and Wales. In the event of a Dispute the English courts will have jurisdiction.

36. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.
To speak to us, call: 0330 303 0033.
To send us an email message, use our online enquiry form. You can find this on the help pages of our website.

BANK STANDING ORDER MANDATE - A Tenant

This is an instruction from the tenant to their bank to pay money to the beneficiary detailed below. This form should be completed and signed by the tenant and taken to their bank. Failure to set up the standing order by the first payment date listed below will result in a £50 (inclusive of VAT) surcharge. This surcharge will be made each time the rent is either late or not paid by standing order.

To: (Please insert full bank address including POSTCODE)

BANK PLEASE READ

PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)

ACCOUNT TO BE DEBITED

SORT CODE:

ACCOUNT NUMBER:

ACCOUNT NAME: (Usually your name)

ROLL NO: (Building Societies ONLY)

BENEFICIARY DETAILS

BANK: Natwest

BRANCH DETAILS: 48 Blue Boar Row, SP1 1DF

SORT CODE: 544119

ACCOUNT NUMBER: 47079959

ACCOUNT NAME:

Rental Client Account

REFERENCE:

1 The House

Bank - please reference each STO with the house reference

PAYMENT DETAILS

- Payment of £750.00 per calendar month. First payment due 01/01/2018, until further notice
-

CUSTOMER
SIGNATURE:

Date:

CUSTOMER CONTACT TELEPHONE NUMBER(S): 01722820580,

CUSTOMER ADDRESS:

House Number
Street Name
Town Name
County Name
United Kingdom
SP1 1TT