

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

*This document contains the Terms of the Tenancy. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.*

## **MAIN TERMS OF THE TENANCY:**

This Agreement is between:

("the Landlord") of the one part; and

("the Tenant") of the other part.

**Contact Numbers:**

**Email Addresses:**

**The Landlord lets to the Tenant the residential Premises known as:**

**Rent Amount (per calendar month):**

**Rent Due Date:**  
day of each month

**Security Deposit:**

**Utility Charges / Council Tax Included in Rent:**

**The Tenancy shall be from and including:**

**The Tenancy shall be to and including:**

**Your Tenancy/Property will be managed by:**

# INDIVIDUALLY NEGOTIATED TERMS:

## 1. Break Clause

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## 2. Additional Clauses

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## PAYMENT TERMS & FEES:

3. The Tenant shall pay to the Landlord or the Landlord's Agent the Rent Amount stated on Page 1 of this Agreement by Bank Standing Order without prior deduction or set off against the Security Deposit. This is payable monthly in advance on the Rent Due Date stated on Page 1 of this Agreement during and throughout the Term, the first such payment to be made by the Tenancy commencement date.
4. The Rent Amount should be paid to the following Bank Account, and should be set up to leave your account 5 days prior to the Rent Due Date to allow for bank processing times, weekends and bank holidays:

**Account Name:**  
**Account Number:**  
**Sort Code:**  
**Reference:**

**IMPORTANT NOTE: YOUR INITIAL PAYMENT DUE BEFORE THE TENANCY START DATE SHOULD BE PAID TO THE ACCOUNT DETAILS PROVIDED TO YOU BY BERESFORD RESIDENTIAL - THESE MAY BE DIFFERENT FROM THOSE STATED HERE.**

### 5. Late Rental Payments

- 5.1. If the rent is not received by 5:00pm on the due date a charge will be levied for each reminder sent. All charges are payable immediately to the Landlord or Landlord's Agent:
  - 5.1.1. First Reminder – £25+VAT
  - 5.1.2. Second Reminder – £25+VAT
  - 5.1.3. Visit to the Property – £75+VAT
- 5.2. As above, all reminders after the third reminder relating to the same matter of rental arrears sent under separate cover are charged at £25+VAT and will be sent at no more than seven day intervals.
- 5.3. If the Tenant does not respond to written correspondence within 21 days of the rent due date where any amount of rent or other monies owed remain outstanding then a personal visit will be made to the Tenant's property which will be charged at the rate of £75+VAT.

### 6. Persistent Late Rental Payments

- 6.1. If your rent payment is received late on more than one occasion in any 12-month period, the following charges will be payable immediately to the Landlord or Landlord's Agent:
  - 6.1.1. First Missed Payment - £25+VAT
  - 6.1.2. Subsequent Missed Payments - £35+VAT
- 6.2. These charges are in addition to any charges payable under Clause 5.

### 7. Check Out Fee

- 7.1. Where the Landlord has instructed a third party to carry out a professional Inventory and Schedule of Condition, the Tenant agrees to pay for the cost of the Check-Out and checking of the Schedule of Condition upon vacating the property.

### 8. Notices

- 8.1. The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is that stated on Page 1 of this Agreement, or where this address is outside of England and Wales, notices may be served to the Landlord, care of Beresford Residential, 91 Acre Lane, London, SW2 5TU.
- 8.2. The provisions as to the service of Notices in section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant(s) shall be sufficiently served if sent by ordinary first class post to the Tenant(s) at the tenanted property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the tenanted property. This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

## SECURITY DEPOSIT:

9. The Tenant shall pay to the Landlord or Landlord's Agent upon the signing of this Agreement the amount stated on Page 1 of this Agreement by way of a Security Deposit ("the Deposit").
- 9.1. 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 holds the Deposit.
- 9.2. The Tenant shall pay to the Landlord upon the signing of this Agreement a security deposit ("the Deposit") for the Landlord in respect of:
  - 9.2.1. Any installment of rent or any other monies payable under this Agreement, which may be due but which remain unpaid at the end of the tenancy.
  - 9.2.2. Any damage to the Premises or to the Fixtures and Fittings and effects for which the Tenant may be liable.
  - 9.2.3. Any unpaid account or charge for council tax, water, electricity or gas or other fuels consumed by the Tenant in the Premises and any unpaid telephone charges, but the Landlord is under no obligation to do so.
  - 9.2.4. Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
  - 9.2.5. Any sums repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority.
  - 9.2.6. Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
  - 9.2.7. Any costs, expenses, charges or other monies payable by the Tenant to the Landlord under this Agreement or any outstanding fees payable to the Landlord.
  - 9.2.8. Any costs incurred as a result of having to replace lost keys, or as a result of having to change locks in the instance that keys are not surrendered on the day that the contract ends.
  - 9.2.9. The cost of the Check-Out Inspection and Report.
  - 9.2.10. The Landlord may deduct from the Deposit at the termination of this agreement any agency commission fees payable and any other costs incurred by the Landlord as a result of any breach of covenant by the Tenant such as, but not limited to, commission fees due to the Agent for finding new tenants.
  - 9.2.11. Should the Landlord need to instruct the Agent to obtain quotations in respect of any cleaning, damages, redecoration, or any other works required as a result of the property being left in a condition that varies from the Inventory and Schedule of Condition, the Tenant agrees to pay £15+VAT per quotation obtained by the Agent.
  - 9.2.12. Where the Landlord's Agent re-lets the Property following the Tenant's confirmation that they will be vacating the property (either at the end of this fixed term, by virtue of any break-clause, or by virtue of a mutually agreed early-termination), if the Tenant subsequently fails to surrender possession they will be liable for the Agent's standard Letting Fees.
- 9.3. The Deposit shall be held by 'The Deposit Protection Service' (DPS). Interest earned on the deposit is retained by the DPS to fund the scheme. Any additional interest will belong to the Landlord.
- 9.4. The registered address and contact details for the DPS are as follows: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA, 0844 4727 000, enquiries@depositprotection.com.
- 9.5. The Deposit will be protected by DPS in accordance with their Terms and Conditions which have been included along with this Agreement along with the prescribed information as required by The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
- 9.6. Without prejudice to clauses 9.2 hereof the Deposit shall, subject to the DPS scheme rules, be refunded to the Tenant, less any deductions, once the following have been completed:
  - 9.6.1. Possession of the Property has been returned to the Landlord and,
  - 9.6.2. All keys have been returned to the Landlord and,
  - 9.6.3. Both parties have confirmed their acceptance of any Deposit deductions and,

- 9.6.4. Confirmation has been received from the Local Authority that no claw back of Housing Benefit is due (where applicable).
- 9.7. In the event of deductions exceeding the amount held by the DPS, the Tenant shall pay the difference to the Landlord within 14 days of written demand.
- 9.8. If the Landlord shall sell or transfer the reversion immediately expectant upon determination of the tenancy the Landlord shall consent to the transfer of the amount of the Deposit (or the balance thereof) to the purchaser or transferee of the same whereupon the Landlord shall be released from any further claim or liability in respect of the Deposit or any part thereof.
- 9.9. The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 9.10. Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises by the expiry or sooner termination of the tenancy hereby created shall be deemed to have been abandoned and thereafter the Landlord can dispose of such goods as he deems appropriate. In such circumstances the Tenant shall:
- 9.10.1. Pay to the Landlord damages at a rate equivalent to the rent then payable for the Premises until either the Tenant or in default the Landlord shall have removed all such items from the Premises.
- 9.10.2. Pay to the Landlord any additional expenses incurred by the Landlord in checking the said Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.
- 9.11. At the determination of the Tenancy, the parties will use their best endeavours to agree what deductions should be made from the deposit.
- 9.12. If agreement cannot be reached, the Landlord will as soon as reasonably practicable refer the dispute to the administrator of the Deposit Protection Service, who will determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the tenant to make his own separate or additional referral following the termination of the Tenancy.

## **TENANT'S OBLIGATIONS:**

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the Main Terms found in this Agreement. If any of these Terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

**THE TENANT AGREES WITH THE LANDLORD** as follows:

### **10. Rent, Utilities and Council Tax**

- 10.1.1. To pay the rent according to the terms of this Agreement whether formally demanded or not.
- 10.1.2. Where utilities and Council Tax charges are excluded from the Rent (as noted on Page 1), the Tenant agrees to notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises and the local authority that this Tenancy has started and to apply for the accounts for the provision of those services and the council tax to be put into the name(s) of the Tenant.
- 10.1.3. Where utilities and Council Tax charges are excluded from the Rent (as noted on Page 1), the Tenant agrees to pay all charges in respect of gas, water, electricity, other fuel consumed on the Premises, all charges in respect of any telephone installed on the Premises, the council tax and the television license fee. Charges falling due partly during and partly before or after the tenancy should be apportioned by the supplier.
- 10.1.4. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and to pay all outstanding accounts with the utility service providers and the council tax at the end of the Tenancy.
- 10.1.5. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment and changing the suppliers of the utilities to the Premises.

- 10.1.6. In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant then the Tenant shall repay to the Landlord all costs incurred in connection with the reconnection of such service (including any arrears).
- 10.1.7. In the event of any installment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the Tenant shall in addition thereto pay to the Landlord interest on this sum until the outstanding money has been paid. Interest will begin to accrue as soon as the rent due date has been passed and will be charged at an annual rate of five percentage points above the Bank of England base rate, calculated daily. In addition, the Tenant shall become liable for any costs incurred by the Landlord as a result of non-payment, to include (but not limited to) bank charges and mortgage penalties. The Tenant also acknowledges that for the sake of enforceability, this clause has been separately and individually negotiated.
- 10.1.8. To pay to the Landlord or his Agent all reasonable costs and expenses incurred by the Landlord or his Agent in respect of:
  - 10.1.8.1. the recovery from the Tenant of any rent or any other money which is in arrears;
  - 10.1.8.2. the enforcement of any of the provisions of this Agreement;
  - 10.1.8.3. the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
  - 10.1.8.4. any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if the Tenant's bankers withdraw any Standing Order payment.

## **10.2. Conditions of Premises, Repair, Cleaning, Alterations and Redecoration**

- 10.2.1. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.
- 10.2.2. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.2.3. To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term.
- 10.2.4. To use the Premises in a tenant like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the term. To deliver up the Premises and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 10.2.5. To make good or if so required by the landlord pay for or at the option of the Landlord to compensate for all damages to the Premises caused by the act or omission of the Tenant or any person who is residing or visiting the Premises and also to make good or if so required by the Landlord pay for the repair of or replacement of all such items of the Fixtures and Fittings as shall be broken, lost, stolen, damaged or destroyed during the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or visiting the Premises) or at the option of the Landlord to compensate for the same.
- 10.2.6. Keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 10.2.7. Keep all smoke alarms (where provided) in good working order and in particular to replace all batteries as and when necessary.
- 10.2.8. To make good or if so required by the landlord pay for or at the option of the Landlord to compensate for all broken glass (including window panes) in the Premises with the same quality glass as soon as is reasonably practical.
- 10.2.9. To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings for which the Landlord is responsible for repairing.

- 10.2.10. To notify the Landlord promptly should there be any pest problem. Any such problem should be remedied immediately at the expense of the Tenant, unless the problem is reported in the first month of the Tenancy, or it can be established that the problem has been present since prior to the commencement of the Tenancy, or unless it can be established that the problem has been caused by factors outside of the tenant's control, such as squirrels in the loft space, nesting bees or pests coming from neighboring properties.
  - 10.2.11. Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the same within one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
  - 10.2.12. To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month of the termination of the tenancy.
  - 10.2.13. To take all appropriate precautions including any such as may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost including providing adequate heat.
  - 10.2.14. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
  - 10.2.15. To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts that serve the Premises.
  - 10.2.16. Keep cleansed, in good working order and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts exclusively served to or forming part of the Premises and during the winter months to take adequate precautions to avoid damage by frost and freezing.
  - 10.2.17. Not to permit oil grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
  - 10.2.18. To take reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
  - 10.2.19. Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the same without the Landlord's prior written consent, such consent not to be unreasonably withheld.
  - 10.2.20. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises 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.
  - 10.2.21. Not to permit any waste, spoil or destruction to the Premises.
  - 10.2.22. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails adhesive or their equivalents.
  - 10.2.23. To hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks.
  - 10.2.24. Not to place or exhibit any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage as required by the Landlord.
  - 10.2.25. 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.
- 10.3. **Check In, Inventory and Schedule of Condition**
- 10.3.1. Where the Landlord supplies a Check-In, Inventory and Schedule of Condition, the Tenant agrees to return a signed copy of the same within 5 days of receipt with any written amendments or notes.

- 10.3.2. To agree that any Check-In, Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy unless a signed copy with any amendments or alterations is returned to the Landlord or the Agent within 5 days of receipt of the document.

#### **10.4. Access and Inspection**

- 10.4.1. To permit any Superior Landlord, the Landlord or the Landlord's Agent and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than twenty-four hours' notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.
- 10.4.2. To permit the Premises to be viewed between 9am-8pm during the final two months of the tenancy following a minimum of twenty-four hours' notice, by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises.
- 10.4.3. To allow the Landlord or Agent to erect a reasonable number of "for sale" or "to let" boards at their discretion during the final two months of the tenancy.

#### **10.5. Insurance**

- 10.5.1. Not to do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are not covered by any insurance policy maintained by the Landlord.
- 10.5.2. In the event of loss or damage by fire, theft or impact or other causes immediately to inform the Landlord or his Agent and then to give full written details thereof within 3 days in order to enable the Landlord to make a claim to the Landlord's insurance company.

#### **10.6. Assignment**

- 10.6.1. Not to assign, sublet, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises, such consent not to be unreasonably withheld.
- 10.6.2. Not to take in lodgers or paying guests, without the Landlord's written consent with such consent not to be unreasonably withheld.

#### **10.7. Use of the Premises**

- 10.7.1. To use the Premises only as a private residence for the occupation of the named Tenant only.
- 10.7.2. Not to run a business from the Premises.
- 10.7.3. Not to use the Premises for any illegal, immoral or improper use
- 10.7.4. Not to use or consume or allow to be used or consumed in or about the Premises during the continuance of this tenancy any drugs or any other substance which is, or becomes, prohibited or restricted by law and in the event of any breach of this condition then the Landlord shall be entitled to absolutely determine this agreement without prejudice to the Landlord's right to enforce all of the provisions set out herein.
- 10.7.5. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.
- 10.7.6. Not to use the Premises or allow others to use the Premises 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, including noise caused by any social gathering, use of any stereo equipment, radio, television or other musical or electrical instrument.
- 10.7.7. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises.

- 10.7.8. Not to keep any animals or birds in the Premises without the prior written consent of the Landlord. Where written consent has been granted, the Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause. For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with this clause.
- 10.7.9. To fasten all locks and bolts on the doors and windows when the Premises are empty and to set the burglar alarm (if applicable) when the Premises are vacant.
- 10.7.10. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.
- 10.7.11. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent, which will not be unreasonably withheld.
- 10.7.12. To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy and to pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.
- 10.7.13. To keep the garden, window boxes and patios in the same character, weed free and in good order and to cut the grass regularly during the growing season.
- 10.7.14. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden.
- 10.7.15. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.
- 10.7.16. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
- 10.7.17. Not to hang any washing, clothes or other articles outside the Premises otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.
- 10.7.18. Not to hang or place wet or damp articles of washing upon any item or room heater, but hang such items only upon a designated clothes rack, and keep the property well ventilated to prevent and keep it free from condensation.

#### **10.8. Empty Premises**

- 10.8.1. Not to leave the premises vacant or unoccupied for a period in excess of two weeks without first giving written notice to the Landlord or the Landlord's Agent of the intention to do so.
- 10.8.2. Before leaving the Premises vacant for any continuous period of two weeks or more during the Term to notify the Landlord in writing and drain down all water supplies in or serving the same and also to ensure that the stopcock is turned off.

#### **10.9. End of the Tenancy**

- 10.9.1. To clean the Premises, Fixtures and Fittings to the same standard to which they were cleaned prior to the start of the Tenancy. Should further cleaning be required it will be arranged by the Landlord at the cost of the Tenant. If the Premises were professionally cleaned prior to the start of the Tenancy, the Tenant must clean to a professional standard or pay for the professional cleaning.

#### **10.10. Notices**

- 10.10.1. To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.
- 10.10.2. To forward all correspondence addressed to the Landlord at the Premises to the Landlord at the address given on Page 1 of this Agreement within a reasonable time.

#### **10.11. Distance Selling Regulations**

- 10.11.1. The Tenant's rights to a seven working day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement.

## 10.12. Head Lease

- 10.12.1. To comply with the obligations of the Head Lease, provided any relevant obligations are included in this Agreement.
- 10.12.2. Any obligations to pay Ground Rent, Rent Charge or Service Charge will remain the responsibility of the landlord.

## 10.13. Certificates

- 10.13.1. The Tenant confirms that they have received a copy of the Gas Safety Certificate and the Energy Performance Certificate

## LANDLORD'S OBLIGATIONS:

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

**THE LANDLORD AGREES WITH THE TENANT** as follows:

### 11. Quiet Enjoyment

- 11.1.1. That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

### 11.2. Interest and Consents

- 11.2.1. That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees insurers or others) have been obtained.

### 11.3. Repair

- 11.3.1. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:
  - 11.3.1.1. the structure of the Premises and exterior (including drains, gutters and pipes);
  - 11.3.1.2. certain installations for the supply of water, electricity and gas;
  - 11.3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
  - 11.3.1.4. space heating and water heating;
  - 11.3.1.5. all mechanical and electrical items including all washing machines, dishwashers, and other similar mechanical or electrical appliances 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.
- 11.3.2. 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 above.

### 11.4. Taxation

- 11.4.1. In the event that the Landlord's normal place of abode is not within the United Kingdom that they will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

### 11.5. Insurance

- 11.5.1. To insure the buildings under a general household policy with a reputable insurer.
- 11.5.2. That the Landlord does not insure the Tenant's own belongings or items forming part of the Fixtures and Fittings as detailed in the Inventory and Schedule of Condition.

## 11.6. Safety Regulations

- 11.6.1. That all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 11.6.2. The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check certificate is given to the Tenant at the start of the Tenancy.
- 11.6.3. The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets, etc. (Safety) Regulations 1994.

## 11.7. Head Lease

- 11.7.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 11.7.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 11.7.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy where possible.
- 11.7.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

## IT IS MUTUALLY AGREED as follows:

12. Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

### 12.1. Exclusion

- 12.1.1. That the Landlord will not be responsible or liable to compensate the Tenant or any third party for any losses financial or otherwise or inconvenience howsoever suffered due to the failure of any appliances or systems on the Premises or (if applicable) in the common part or any other part of the building of which the Premises form part of due to any software or any operation system malfunction (this includes, but is not limited to, water damage, loss of hot-water / central heating).

### 12.2. Repair

- 12.2.1. Whilst this Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity and sanitation (including basins, sinks, baths and sanitary conveniences and for space heating or heating water but not other fixtures, fittings and appliances for making use of the supply of water and electricity), the landlord will not accept responsibility for charges incurred by the Tenant except in the case of an emergency.

### 12.3. Insurable Risks

- 12.3.1. If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

### 12.4. Definitions

- 12.4.1. References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable).
- 12.4.2. References to the "Fixtures and Fittings" means all items contained in the Inventory (where applicable) or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 12.4.3. References to "the Term" or "the Tenancy" include any extension or continuation thereof or any statutory periodic tenancy that may arise following the expiry or determination of the period of the Term stated on Page 1.

- 12.4.4. The expression "Landlord(s)" shall include any person entitled to the reversion immediately expectant upon the termination or expiry of the tenancy hereby created and any successors in title.
- 12.4.5. The "Agent" means any such agent that the Landlord informs you of at any point within the duration of this agreement.
- 12.4.6. "The Inventory" means the Inventory and Schedule of Condition drawn up prior to the commencement of the tenancy by the Landlord, the Agent or the Inventory Clerk.
- 12.4.7. "The Tenant" includes the successors in title to the Tenant.
- 12.4.8. "The Deposit" is the money held during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 12.4.9. Where the Tenant is more than one person, the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension thereof as well as any breach of the Agreement; and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement, until all debts have been discharged in full.
- 12.4.10. Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made thereunder.
- 12.4.11. The masculine gender includes the feminine gender.

## 12.5. **Forfeiture**

- 12.5.1. If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a voluntary arrangement with his creditors; or if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than 14 days; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply being ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a possession order from the County Court, by re-entering the Property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it, and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations contained herein.

## 12.6. **Jurisdiction**

- 12.6.1. This Agreement will be subject to the jurisdiction of the Court in England and Wales.

## **NOTICE TO TENANTS:**

13. As per the obligations imposed by the Housing Act 2004, the Landlord hereby provides and confirm the following ***Prescribed Information Relating to Tenancy Deposits:***

**The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:**

The Deposit Protection Service (The DPS)  
The Pavilions, Bridgwater Road, Bristol, BS99 6AA  
Tel: 0844 4727 000  
Web: [www.depositprotection.com](http://www.depositprotection.com)  
Email: [enquiries@depositprotection.com](mailto:enquiries@depositprotection.com)

**Amount of deposit paid:**

**Address of property to which the tenancy relates:**

**Name & Address landlord(s):**

**Name, address and contact details of the tenant(s) and any other Relevant Person:**

**Name, address and contact details of any third party making payment of the deposit:**

N/A

**Circumstances when all or any part of the deposit may be retained by the Landlord:**

Refer to the following clause(s) of Tenancy Agreement:

Clause 9.2

**The following information is provided in the attached Terms & Conditions:**

- Information to the Landlord explaining the operation of the provisions contained in the statutory scheme
- Information on the procedures applying for the release of the deposit at the end of the tenancy
- Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.
- Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.
- The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.
- Details of the alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

## ADVICE TO TENANTS:

### Utilities

If Beresford Residential manage your property, we will contact the local authority and utility suppliers on your behalf in order to set up accounts for the property. Please ensure that you take meter readings when you get to the property and contact us with details as soon as possible. After new accounts have been set up you should receive a letter in the post from each supplier within 4 weeks. If you have not hear from the suppliers by this point, we would advise you to contact the suppliers yourself in order to check that your account has been set up.

If your Landlord manages the property themselves, it is your responsibility to contact the utility suppliers and notify them (and the local authority) that you have moved in, but you may want to check with your Landlord in case they have already done this on your behalf.

### Emergencies

In the event of an emergency and where immediate action is required to rectify a serious maintenance or repair issue, please refer to page 1 of the tenancy agreement for details of who to contact.

In the event that you cannot reach anyone on the contact details provided, you are advised to contact the following contractors, unless Beresford Residential or the landlord has specifically provided you with alternative details:

#### PRIMARY CONTRACTORS:

LB Plumbing & Gas – 07791 685 739 (Joe Bryan) - (Emergency plumbing; central heating; boilers)

LE Electrical Services – 07885 201 379 (Karlton Bryan) - (Electrical work)

Fortress Locks – 020 8674 6657 - (Locksmiths)

#### SECONDARY CONTRACTORS:

Aspect Maintenance - 0843 216 3643 - (Emergency plumbing; central heating; electrical work; locksmiths)

Maintracts Services – 020 8682 2244 - (Emergency plumbing; central heating; electrical work)

IF YOU SMELL GAS - Call: 0800 111 999 (This is a free call out)

In the event that neither of our preferred contractors are available you will need to source an alternative company. Please ensure that any gas engineers are 'Gas Safe' Registered and any electricians are members of 'NICEIC'.

Please be aware that you are only authorised to arrange works that are deemed to be a genuine emergency. Emergency issues may include:

- Loss of electricity or serious electrical fault
- Loss of hot water
- Loss of central heating
- Blockage to drains or waste pipes that cannot be cleared by plunging or use of a chemical drain unblocker
- Burst pipes
- Any other issue that will cause damage to the fabric of the building if it is not dealt with immediately

**Please Note:** If a contractor is called out for any works that are not deemed to need immediate attention then you may be liable to pay for the cost of any work that have been arranged.

**SIGNED by the Landlord / Landlords Agent:**

The Landlord agrees to let the Property for the term and rent amount stated in this agreement, in accordance with the terms stated in this agreement. The Landlord or Landlord's Agent also confirms, in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), that the information provided to the Tenant in respect of the ***Tenancy Deposit Protection Prescribed Information*** is accurate to the best of his knowledge and belief:

**SIGN**

**PRINT**

**DATE**

.....

.....

**SIGNED by the Tenant(s):**

The Tenant agrees to rent the Property for the term and rent amount stated in this agreement, in accordance with the terms stated in this agreement. The Tenant(s) also confirms that they have been given the opportunity to examine the information provided to them in respect of the ***Tenancy Deposit Protection prescribed information*** in Clause 13 of this agreement and by signing this agreement that to the knowledge of the Tenant the information stated in this agreement is accurate to the best of their knowledge and belief.

**SIGN**

**PRINT**

**DATE**

**Name of Nominated Lead Tenant:**

The tenant(s) and relevant persons (if any) agree that the Lead Tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions. It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

# The Deposit Protection Service

## Deposit Protection Custodial Scheme Terms and Conditions

### A VERSION OF THESE TERMS IN LARGER TEXT ARE AVAILABLE UPON REQUEST

#### 1. Definitions

Wherever the following words and phrases appear in these Terms and Conditions they will always have the following meanings:

- ADR Procedure** means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the procedure for disputing a Single Claim (iii) the acceptance of a Dispute into the Adjudication process; and (iv) the Adjudication including implementing the Decision;
- Adjudication** means an evidence based decision making process as a result of which a Decision shall be made as to how a Dispute should be resolved and Adjudicator shall be defined accordingly;
- Adjudicator** means an independent, impartial and qualified expert appointed by The DPS to Adjudicate and provide a Decision;
- Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;
- Change of Landlord/ Agent Form** means a paper or online form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;
- Contact Centre** means The DPS's dedicated telephone contact centre which can be contacted on 0844 472 7000;
- The DPS** means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE;
- Decision** means the reasoned decision of the Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions, as notified to the Landlord and Tenant and implemented by The DPS;
- Deposit or Custodial Deposit** means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement, the discharge of any liabilities, any damage to the property and/ or non-payment of rent during the Tenancy;
- Deposit ID** means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful submission of a Deposit to The DPS by the Landlord or a Third Party;
- Custodial Deposit Submission Form** means the form to be completed by the Landlord in accordance with these Terms and Conditions and submitted to The DPS with a payment equaling the amount of the Deposit;
- Dispute** means a dispute between the Landlord and the Tenant relating to how much of the Deposit, if any, held by The DPS under the Custodial Tenancy Deposit Scheme should be returned by The DPS to the Tenant at the end of the Tenancy;
- Dispute Papers** means the documents detailed in Section 28a;
- Forms** means all forms required to be submitted in relation to the Scheme and includes the Change of Landlord/ Agent Form, the Deposit Submission Form, the Landlord's Evidence Form, the Joint Custodial Deposit Repayment Form, the Tenant's Evidence Form, the Statutory Declaration and the Statutory Declaration Notice;
- Joint Custodial Deposit Repayment Form** means a form to be completed by both the Landlord and Tenant whether on paper or online:
- requesting that all or part of the Deposit be repaid in accordance with the agreed instructions it contains; AND/OR
  - notifying The DPS that there is a Dispute in relation to the repayment of all or part of the Deposit, requesting that the Dispute be referred to Adjudication in accordance with these Terms and Conditions and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator
- Joint Tenancy** means a Tenancy where there is more than one Tenant and Joint Tenants shall be construed accordingly;
- Landlord** means a Landlord of a Tenancy and for the purposes of these Terms and Conditions includes a Letting Agent or Organisation, where applicable;
- Landlord's Evidence Form** means the standard Landlord's evidence form completed by the Landlord containing evidence in support of the Dispute;
- Landlord ID** means the unique identifying reference number allocated to the Landlord by The DPS following their registration with the Service;
- Landlord's Repayment ID** means the identifying number issued by The DPS to the Landlord which is unique to the Landlord and Deposit to which it relates and which will be required by the Landlord to claim repayment of the Deposit;
- Lead Tenant** means:
- in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and
  - where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and
  - where there is only one Tenant, that Tenant.
- Letting Agent** means the letting agent who lets or manages property on behalf of the Landlord;
- Organisation** means the company who lets or manages property on behalf of the landlord;
- Parties** means the Landlord and Tenant and Party shall be construed accordingly;
- Prescribed Information** means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007;
- Repayment ID** means together the Landlord's Repayment ID and the Tenant's Repayment ID;
- Scheme or Custodial Scheme** means the Custodial Tenancy Deposit Scheme, established under the Housing Act 2004 and provided by The DPS on behalf of the Government (Department for Communities and Local Government) under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Third Party has been deposited with The DPS;
- Service** means the Deposit Protection Service or The DPS, which offers both Custodial and Insured Tenancy Deposit Schemes
- Single Claim** means a claim by a Party for 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 20;
- SMS** means Short Message Service, otherwise known as text messaging services;
- Statutory Declaration** means the statutory declaration completed by either the Landlord or the Tenant claiming repayment of all or part of the Deposit in accordance with the Single Claim Process;
- Statutory Declaration Notice** means a notice to be served by The DPS following the receipt of a Statutory Declaration;
- Terms and Conditions** means these Custodial Deposit Protection Scheme Terms and Conditions;
- Tenancy** means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme;
- Tenant** means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants;
- Tenant's Evidence Form** means the standard tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;
- Tenant's Repayment ID** means the identifying number issued by The DPS to the Tenant which is unique to the Tenant and Deposit to which it relates and which will be required by the Tenant in order for them to claim repayment of the Deposit;
- Third Party** means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;
- Transfer** means:
- the transfer of a Tenancy from one Landlord to a new Landlord; or
  - the transfer of a Tenancy from one Tenant to a new Tenant; or
  - in the case of a Joint Tenancy, a change in the identity of one or more Joint Tenants;
- You** means the Party using the Scheme in accordance with these Terms and Conditions and your shall be defined accordingly;
- Virtual Agent** means an interactive program provided by The DPS via its website that serves as an online customer service advisor.

#### 2. Background – The Housing Act 2004

- If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.
- The DPS operates the only custodial tenancy deposit scheme. It is free to use (including the ADR Process) and open to all Landlords. The custodial scheme is funded entirely from the interest earned on custodial Deposits held.
- If the Deposit is not protected in a Government authorised tenancy deposit scheme and/ or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the deposit and not more than three times the amount of the deposit. Further, any failure to comply with Section 213 of the Housing Act means that no Section 21 notice can be given.
- The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 13 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at [www.depositprotection.com](http://www.depositprotection.com).
- Deposits are protected to ensure:

- i. when Tenants are entitled to it, they get all or part of their Deposit back;
- ii. when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;
- iii. any Disputes between Tenants and Landlords will be easier and cheaper to resolve;
- iv. Tenants are encouraged to look after the property they are renting.

### 3. Overview of how the Scheme works

- a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to protect the Deposit with the Custodial Scheme, the Housing Act 2004 requires that the Landlord must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.
- b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 13. The Landlord must provide the Prescribed Information to the Tenant. A Prescribed Information Template is available at [www.depositprotection.com](http://www.depositprotection.com)
- c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for repayment of the Deposit to the Landlord, Tenant or the Third Party (if any). The Landlord and Tenant must complete a Joint Custodial Deposit Repayment Form confirming:
  - i. the amount of the Deposit repayment of which is agreed; and
  - ii. the amount of the Deposit repayment of which is not agreed.
- d. Any agreed amount of the Deposit will be paid out by The DPS in accordance with the Joint Custodial Deposit Repayment Form within 10 calendar days of receipt of the correctly completed Joint Custodial Deposit Repayment form.
- e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions (see Sections 23 to 28) unless the DPS are notified otherwise in writing.
- f. If a Landlord has no current address for the Tenant or 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 end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 20 to 22).
- g. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 20 to 22).

### 4. Ways to Contact The DPS

- a. The Online Service
  - i. Landlords may register online and Parties may complete and submit Forms online by visiting [www.depositprotection.com](http://www.depositprotection.com).
  - ii. Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com) or, if a Dispute is being dealt with under the ADR Procedure, by emailing [disputes@depositprotection.com](mailto:disputes@depositprotection.com).
  - iii. Subject to Section 30(d), the online Service will be available 24 hours per day, 7 days per week and 365 days per year.
  - iv. All transactions processed via the online service will be processed in real time.
- b. Contact Centre Service
  - i. The Contact Centre is available to:
    - 1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Scheme;
    - 2. process requests for Forms; and
    - 3. manage new registrations of Landlords and Letting Agents.
  - ii. The telephone number for the Contact Centre is 0844 4727 000.
  - iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
  - iv. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
  - v. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
  - vi. Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.
- c. Paper Based Service
  - i. All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA
  - ii. Paper Forms can be requested via The DPS helpline on 0844 4727 000.
  - iii. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

### 5. Registering for the Scheme – general information

- a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.
- b. The DPS will require all Landlords (other than Letting Agents and Organisations) provide the following mandatory pieces of information:
  - i. full name and title of the Landlord;
  - ii. correspondence address of the Landlord;
  - iii. at least one contact telephone number for the Landlord; and
  - iv. online registrants and users will have to provide a valid email address.
- c. The DPS will require all Letting Agents and Organisations to provide the following mandatory pieces of information:
  - i. full name and title of the primary contact at the Letting Agent or Organisation;
  - ii. Letting Agent's or Organisation's name;
  - iii. correspondence address of the Letting Agent or Organisation;
  - iv. at least one contact telephone number for the Letting Agent or Organisation;
  - v. online registrants and users will have to provide a valid email address.

### 6. Registering Online

- a. Landlords may register online at [www.depositprotection.com](http://www.depositprotection.com)
- b. All online registrants will have to confirm that they have read and understood The Deposit Protection Service
- c. All online registrants, when submitting their first deposit through the custodial scheme or when these Terms and Conditions have been updated will have to confirm that they have read and agree to be bound by these Terms and Conditions.
- d. Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. This password should be kept secure at all times and should not be disclosed to anyone.
- e. Online registrants will receive a password activation email. To validate their registration the Landlord must click through the link in the email and log onto the Service.
- f. Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.
- g. The unique combination of the email address and password provided by the Landlord will be used to validate the Landlord's identity on login, provide access to all information stored by The DPS on the Landlord or Letting Agent, allow Landlords to update data held by The DPS in relation to the Tenancy including a Change of Landlord or Change of Tenants and to instigate the Deposit repayment process.

### 7. Registering by Telephone

- a. Landlords may register by telephone by calling 0844 4727 000.
  - b. All Landlords who register for the Service via the Contact Centre will be provided with:
    - i. a Landlord's ID on the telephone which will be confirmed in writing; and
    - ii. a written copy of these Terms and Conditions will be sent within 3 Business Days of registering with The DPS.
- By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.

### 8. Joint Tenancies and Third Parties

- a. Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be submitted separately to The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Deposit Submission Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
- b. The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the completion of the Joint Repayment Form, any Statutory Declaration or the Tenant's Evidence Form or any other relevant Form. It is the responsibility of the Lead Tenant to agree with the Landlord the distribution of Deposit at the end of the Tenancy between the Landlord, the Joint Tenants who are party to any Joint Tenancy and any Third Party. Instructions will only be accepted if they have been signed by the Lead Tenant or the Lead Tenant has entered their Repayment ID.
- c. The Lead Tenant will be responsible for providing repayment information for each Tenant and the Third Party and a valid forwarding address/email address for each Tenant and the Third Party to enable The DPS to provide repayment confirmation notices to each Tenant and the Third Party. The Lead Tenant will be required to provide their signature on Repayment Forms on behalf of all of the Joint Tenants.
- d. It is the responsibility of the Landlord completing the Deposit Submission Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
- e. The Landlord will be required to confirm, on the Custodial Deposit Submission Form, that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
- f. Changes to Joint Tenancy information is the responsibility of the Landlord.

### 9. Custodial Deposit Submission

- a. The Landlord or Letting Agent is responsible for ensuring that Deposits are submitted for protection within 30 calendar days of the date of receipt by the Landlord.
- b. Deposit information can be submitted by completing an online or paper Custodial Deposit Submission Form.
- c. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Custodial Deposit

Submission Form is full and correct.

d. The following information is a mandatory requirement on all Deposit Submission Forms:

- i. Landlord ID;
  - ii. Landlord name / Letting Agent or Organisation name / trading title;
  - iii. house number / name and first line of address of Tenancy property;
  - iv. town / city of Tenancy property;
  - v. whether the Tenancy property is furnished / unfurnished;
  - vi. start date of Tenancy;
  - vii. Tenancy duration (months);
  - viii. date Deposit received by the Landlord;
  - ix. Deposit amount;
  - x. full name and title of Tenant / Lead Tenant / Third Party;
  - xi. in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy.
  - xii. a mobile phone number or email address for the Sole / Lead Tenant (online submissions).
- e. Incomplete, illegible or unrecognisable Custodial Deposit Submission Forms will be rejected and payments returned to the sending Landlord within 4 Business Days of receipt.
- f. In the event that cheques are returned unpaid, The DPS will levy a fee of £25.89 which must be paid by the Landlord. Until this fee is paid, The DPS will not accept a Deposit from the Landlord.
- g. The Landlord may increase the amount of an existing Deposit at any time during the Tenancy by logging into their account and selecting 'Add additional payment to this Deposit' via the 'View Deposits' menu. Once the payment has cleared, Deposit Confirmations will be issued to the Landlord and Tenant.

#### **10. Online Custodial Deposit Submission Forms**

- a. Custodial Deposit Submission Forms may be completed using The DPS online service at [www.depositprotection.com](http://www.depositprotection.com).
- b. Landlords using the online service will not be able to submit a Custodial Deposit Submission Form unless all the mandatory information is provided.
- c. Cheques, Bank Transfers or Debit Cards can be used as payment for online transactions.
- d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where payments are made online, Custodial Deposit Submission Forms will be processed within 1 Business Day of receipt by The DPS.
- e. Cheques sent in support of Custodial Deposit Submission Forms completed online must be accompanied by a printed copy of the completed Custodial Deposit Submission Form that will be generated by the online service 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 Custodial Deposit Submission Form.
- f. The printed Custodial Deposit Submission Form and cheque should be sent to the address set out in Section 4(c).
- g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Deposit Submission Form was completed and appearing on the completed online Deposit Submission Form.
- h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- i. For all Deposit Submission Forms that are successfully processed, cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Custodial Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing). Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form is processed.

#### **11. Paper Custodial Deposit Submission Forms**

- a. All paper Custodial Deposit Submission Forms should be sent to the address set out in Section 4(c).
- b. A cheque for the full amount of the Deposit must be securely attached to the Custodial Deposit Submission Form. Only cheques will be accepted as payment for paper Custodial Deposit Submission Forms.
- c. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Custodial Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
- d. Custodial Deposit Submission Forms will be processed within 4 Business Days of receipt by The DPS.
- e. Paper Custodial Deposit Submission Forms will be rejected and the Deposit returned in the event that they are not properly and fully completed.
- f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Custodial Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- g. Cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing). Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form has been processed.

#### **12. Bank Transfers**

- a. Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account under "Bank Transfers". It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.
- b. Payments received may be allocated to Custodial Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Custodial Deposit awaiting payment. If for any reason The DPS are unable to create a match, then the deposited funds will be credited to your account for you to allocate manually.
- c. If manual allocation is chosen the Landlord must log-on to their DPS account to manually allocate the deposited funds to relevant Custodial Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected.
- d. Bank Transfers are non reversible. If you think that an over-payment has been made, then you must contact The DPS on 0844 4727 000 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).

#### **13. What happens after the Deposit has been protected?**

- a. The DPS will provide confirmation to:
- i. the Landlord sent to their registered address or registered email address;
  - ii. the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;
  - iii. where there are Joint Tenants, to the registered email address of each Tenant or to the Household at the Tenancy address.
- b. The Landlord will be responsible for providing confirmation to the Third Party.
- c. The confirmation to each Party will contain:
- i. Name, address and contact details of the DPS;
  - ii. the Deposit ID;
  - iii. the amount of the Deposit and the date of receipt;
  - iv. the name and contact details of the Landlord;
  - v. the name(s) of the Tenant(s) and the Lead Tenant, if applicable
  - vi. the address of the Tenancy property;
  - vii. start date of Tenancy;
  - viii. Tenancy duration (months);
  - x. a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.
- d. The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any Third Parties or to another Party(s). It is the responsibility of the Sole/Lead Tenant to safeguard the Tenants' Repayment ID and not disclose it to any Third Parties or to another Party.
- e. If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com) or by telephoning 0844 4727 000. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 808 quoting REPAY and adding their deposit ID and Deposit amount.

#### **14. The Tenant's Logon**

- a. Lead Tenants will be able to logon to the Service at [www.depositprotection.com](http://www.depositprotection.com) by inputting their Repayment ID and the Deposit ID.
- b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenant's will be able to amend or update Tenants' email addresses and telephone numbers. Lead Tenants will also be able to start the Deposit repayment process online.

#### **15. Changes in Landlord's or Tenant(s) Data**

- a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlord's may change any other data held in relation to the Landlord or notify The DPS of a Change of Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.
- b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.
- c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:
  - i. over the telephone helpline
  - ii. via the online service
  - iii. in writing
- d. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.
- e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
- f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
- g. Changes to Landlord and Tenant's data shall include Transfers.

#### **16. Transfers**

##### **Change of Landlords**

- a. Change of Landlords can be initiated online by the Landlord by the completion of a Change of Landlord Form or through the use of a paper Change of Landlord Form requested from the Contact Centre. The DPS will not register a Change of Landlord unless the receiving Landlord is registered with the Service and holds a valid Landlord ID.
- b. In the event of a Change of Landlord The DPS will deliver confirmations detailing the changes to:
  - i. the outgoing Landlord / Letting Agent / Organisation;
  - ii. the incoming Landlord / Letting Agent / Organisation;
  - iii. Tenant.

##### **Change of Tenants**

- a. A change of Lead Tenant can only be processed by The DPS. The Landlord must contact The DPS in writing or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com), providing the details of the old and new Lead Tenant and giving the reason for the Change of Tenant. The DPS will not authorise a Tenant Transfer where the identity of the Tenant has changed. The Joint Deposit Repayment claim or Single Claim process must be followed to repay the out-going Tenant's Deposit and a new Deposit submitted in respect of any new Tenant to the Property.
- b. In the event of a Change of Tenant The DPS will provide confirmations detailing the changes to:
  - i. the Landlord / Letting Agent / Organisation responsible for the property;
  - ii. the Lead Tenant – in the event that a new Lead Tenant role has been created as a result of the existing Lead Tenant moving out of the property;
  - iii. the incoming Tenants;
  - iv. the outgoing Tenants.
- c. The DPS will not repay any part of the Deposit to outgoing Tenants unless a Joint Repayment Form is completed and submitted. A new Custodial Deposit Submission Form would then have to be submitted to The DPS in respect of the Deposit.
- d. It is the responsibility of the Tenants to arrange for any payments to be made to departing Tenants or Third Parties.

##### **17. Deposit Repayments**

- a. The DPS will only allow a repayment to be started once the Deposit has been protected for a minimum period of 28 calendar days. If you wish to start the Joint Deposit Repayment process before this period of time, please contact us by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).
- b. The DPS will not release any part of the Deposit unless:
  - i. it has all Parties' agreement to do so; or
  - ii. there is a Single Claim which is not disputed; or
  - iii. there is a Decision from an Adjudicator; or
  - iv. it is 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.
- v. such release is permitted under its Adjudication rules as a result of a failure by either party to comply with the ADR procedure.
- c. The DPS urge all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.

##### **18. Joint Repayment Forms**

- a. The completion of a Joint Custodial Deposit Repayment Form can be initiated by either the Landlord or the Tenant.
- b. Repayments can either be
  - i. wholly agreed - all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists;
  - ii. partially agreed – the Parties agree on the repayment of part only of the Deposit and a Dispute exists as regards the balance;
  - iii. disputed – there is a Dispute as to how the entire Deposit should be repaid.
- c. All repayments must be initiated by the completion and submission of an online Joint Custodial Deposit Repayment Form or a paper Joint Custodial Deposit Repayment Form requested from the Contact Centre or by completing an online Enquiry form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).
- d. The Landlord will be required to:
  - i. confirm the amount due to the Landlord;
  - ii. provide details of the repayment method, bank sort code, account number and reference if applicable;
  - iii. provide a valid Landlord's Repayment ID.
- e. The Tenant will be required to:
  - i. confirm the amount due to each Tenant and any Third Party;
  - ii. provide details of the repayment method, bank sort code, account number and reference if applicable for each Tenant and any Third Party;
  - iii. provide forwarding address / valid email address (optional) for each Tenant and any Third Party;
  - iv. provide a valid Tenant's Repayment ID.
- f. If there is a Dispute the Landlord and Tenant will be able to reconfirm online the amounts due to the Landlord and the Tenant. Alternatively, the Landlord and the Tenant may confirm on the paper Joint Custodial Deposit Repayment Form the amount which is in Dispute. They will also both be required to confirm online or on paper that :
  - they each agree that the Dispute be referred to Adjudication in accordance with these Terms and Conditions; and
  - they will be bound by the Decision of the Adjudicator.
- g. A failure to provide The DPS with any of the above information will result in the Joint Custodial Deposit Repayment Form being rejected and referred back to the Landlord for resolution.
- h. Repayment of all or part of the Deposit will be made either via 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 Joint Custodial Deposit Repayment Form. Cheques can be made payable to either The Landlord/Agent, the named Tenant(s) or a nominated third party, where authorised. Payment can also be made into overseas bank accounts for a fee of £25.89.
- i. All payments will be released within 10 calendar days of processing a Joint Custodial Deposit Repayment Form.

##### **19. Confirmation of Deposit Repayment**

- a. The DPS shall provide confirmation of the amount of the repayment paid to each Party to:
  - i. the Landlord; and
  - ii. all the Tenants.
- iii. The DPS will send notification that a deposit has been claimed via e-mail, SMS or postal communication.

##### **20. Single Claim Process – When Can it be Used?**

- a. The Single Claim Process is a method of repayment for use if:
  - 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 end of the Tenancy; or
  - iii. the Tenant has no current address for the Landlord; or
  - iv. the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy.
- b. The following criteria needs to have been met before the Single Claim 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.

c. The amount claimed by the Landlord must be referable to:

- i. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
- ii. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy in respect of damage to the premises subject to the Tenancy, or loss of or damage to property on those premises, other than damage caused by fair wear and tear.

**21. Single Claim Process - Statutory Declaration**

a. To use the Single Claim Process, either the Landlord or Tenant who is claiming part or all of the Deposit (the "Claiming Party") must provide The DPS with a Statutory Declaration at least 14 calendar days after the Tenancy has ended.

b. The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com) or by telephoning 0844 4727 000.

c. PLEASE NOTE: the Statutory Declaration must be sworn or affirmed in the presence of a Solicitor/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 with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
- iii. the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
- iv. confirmation of whether the Statutory Declaration is being made on the basis that:
  1. the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or email addresses) which the Claiming Party has 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. 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 Party;

vi. confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;

vii. confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and

viii. a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and wilfully makes a false declaration he may be liable to prosecution under Section 6 of the Perjury Act 1911.

**22. Single Claim Process – Statutory Declaration Notice and Resolution**

a. Once The DPS has received a properly completed Statutory Declaration which meets the above requirements, it will issue a Statutory Declaration Notice and a summary of the claim to the Other Party's registered address asking the Other Party to indicate within 14 calendar days of receipt:

- i. whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
- ii. whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
- iii. if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator. The DPS will also, where possible, send notification that a postal Notice has been issued via email or SMS.

b. Unless the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days of issuance (the Statutory Declaration Deadline), indicating their responses to a.i – iii above, The DPS will release the full amount claimed to the Claiming Party within 10 calendar days of the Statutory Declaration Deadline.

c. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, confirming that he accepts that the whole or part of the amount claimed should

be paid to the Claiming Party, such amount will be paid to the Claiming Party within 10 calendar days of The DPS receiving the Statutory Declaration Notice.

d. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, indicating that he does not accept that the Claimant should be paid all or any of the amount claimed, The DPS will inform the Claiming Party that their claim has been rejected wholly or in part and shall provide a summary of the Other Party's Statutory Declaration Notice.

e. The Claiming Party will have 7 calendar days from the issue of the summary of the Other Party's Statutory Declaration Notice to either accept or disagree with the contents of the Other Party's Statutory Declaration Notice and to submit any additional evidence which they wish to be taken into account. The Other Party will also be given

7 days notice that the Dispute will be referred to the Adjudicator and given 7 days to submit any final evidence.

If no response is received from the Claiming Party or the Other Party within 7 calendar days of the issuance of the summary of the Other Party's Statutory Declaration Notice, the Dispute will be referred to the Adjudicator in any event.

f. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within

14 calendar days but fails to indicate whether he consents to the Dispute being resolved by an Adjudicator, he will be treated as having given his consent for the Dispute to be referred to Adjudication. Both Parties will then be informed that the Dispute has been referred to Adjudication as detailed in (e) above.

g. Upon completion of the steps detailed above, The DPS will forward copies of the

- i. the Statutory Declaration;
  - ii. the Statutory Declaration Notice;
  - iii. any additional evidence submitted by either Party; to the Adjudicator (see; Adjudication at section 28 below).
- h. The DPS 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.

**Adjudication – The Alternative Dispute Resolution (ADR) Service**

**23. Eligibility to use the ADR Procedure**

a. The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 20 to 22 above.

b. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.

c. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.

d. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.

e. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.

f. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and

at any stage of the ADR Procedure but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can return the Deposit in accordance with that agreement.

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

h. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute may be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.

i. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions

DPS\_custodial\_terms&conditions\_Apr2013\_V20.0 11Z8HE D101 and is eligible to participate in, or continue to participate in, the ADR Procedure.

j. The Dispute must not be the subject of an existing court action.

k. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:

- i. they relate to matters other than the return of the Deposit; and/or
- ii. where either Party has indicated their intention to issue legal proceedings; and/or
- iii. the issues involved have already been determined by a Court;

l. 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 have already been decided upon or which were previously decided by a similar dispute process.

m. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to [disputes@depositprotection.com](mailto:disputes@depositprotection.com). All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.

**24. Initiating the ADR Procedure - The Joint Custodial Repayment Form**

a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them or by The DPS, if the Parties wish to use the ADR Procedure they must complete the Joint Custodial Deposit Repayment Form and submit it to The DPS.

b. If the Joint Custodial Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 29 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a

Court Order or instruction signed by both Parties.

**25. Notification of a Dispute to The DPS**

a. Upon receipt of a duly completed Joint Custodial Deposit Repayment Form notifying The DPS of a Dispute, The

DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Landlord's Evidence form has been issued, via email or SMS.

b. The Landlord's Evidence Form should include the following information:

- i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
  - ii. attach the signed check-in inventory and schedule of condition;
  - iii. attach vacating instructions;
  - iv. attach the signed check-out inventory and schedule of condition;
  - v. attach a signed and legally compliant written tenancy agreement
  - vi. if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
  - vii. attach 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;
  - viii. attach a statement of the rent account, if relevant;
  - ix. where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
  - x. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
  - xi. confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.
- c. If the Landlord is unable to provide any of the information detailed in Section 25(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
- d. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.
- e. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. **Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.**
- f. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Custodial Repayment Form.

#### **26. Notification of a Dispute to the Tenant**

- a. The DPS will provide the Tenant with a summary of Landlord's submitted evidence and a Tenant's Evidence Form. The Tenant's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Tenant's Evidence form has been issued, via email or SMS.
- b. The Tenant's Evidence Form requires the following information to be provided:
- i. set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Deposit; and
  - ii. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence must be signed or a statement should be attached signed by the party providing them and showing the date on which they were taken.
- c. If there is a Lead Tenant they must complete the Tenant's Evidence Form on behalf of all Tenants.
- d. If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Landlord's instructions contained on the Joint Custodial Repayment Form.

#### **27. Landlord's Response**

- a. The DPS will provide the Landlord with a summary of the Tenant's submitted Evidence. The Landlord will have 7 calendar days from the issue of the summary of the Tenant's Evidence Form to either accept or disagree with the contents of the Tenant's Evidence Form and to submit any additional evidence which they wish to be taken into account. If no response is received from the Landlord within 7 calendar days, the Dispute will be referred to the Adjudicator. All additional evidence must be received within this time frame.

#### **28. The Adjudication**

- a. Upon completion of the steps detailed above, The DPS will forward copies of
- i. the Landlord's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
  - ii. the Tenant's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
  - iii. any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.
- b. 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.
- c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
- d. The Adjudicator may:
- i. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where appropriate
  - ii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
  - iii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;
  - iv. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator will send copies of any additional information or documents received from one Party to the other Party.
- f. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
- g. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
- h. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
- i. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.
- j. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.

#### **29. Court Orders**

- a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Deposit if the Court Order specifically refers to the Deposit and/ or the scheme administrator holding the Deposit and includes a direction as to how much of the Deposit is to be paid to the successful claimant.
- b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Deposit until either the Order is amended or a Third Party Debt Order is obtained.

#### **30. Liability**

- a. The DPS will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud save that the DPS's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates. The DPS does not accept liability for any indirect or consequential loss suffered by a Party or for any loss, which does not arise as a result of its negligence, wilful default or fraud.
- b. 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 The DPS for any such loss or damage.
- c. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- d. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been lost, disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS will act accordingly. You will be liable for all such transactions.
- e. Once processed, a Custodial Deposit Repayment Form or online deposit response containing your Repayment ID is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.

#### **31. Costs**

- a. Save for a fee of £25.89 if a cheque provided to us bounces, and a fee of £25.89 for the processing of a payment to an overseas bank account, all aspects of the Service are free to use including the ADR Procedure and Adjudication.
- The DPS is funded entirely from the interest earned on Deposits held.

#### **32. Complaints**

- a. The DPS aims to provide a first class service to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.
- b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either by writing to: The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS99 6AA
- OR by email at: [complaints@depositprotection.com](mailto:complaints@depositprotection.com)
- c. The DPS will treat all complaints seriously and investigate the matter fully.

#### **33. Confidentiality**

- a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.
- b. Despite Section 33(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

#### **34. General**

- a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.
- b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:
- i. excluding the day of receipt of Forms or documents by The DPS; and

- ii. from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
  - c. Unless correspondence relates to ADR, Single Claim Process, or the repayment of the Deposit, all communications will be sent via 2nd class post.
  - d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0844 4727 000;
  - e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
  - f. All Deposits will be held in a designated bank account which The DPS maintains for Parties using the Scheme.
  - g. The DPS may from time to time change these Terms and Conditions, any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at [www.depositprotection.com](http://www.depositprotection.com).
- All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The DPS. The DPS Terms and Conditions can be viewed online at [www.depositprotection.com](http://www.depositprotection.com) or a paper copy is available on written request.
- h. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
  - i. If The DPS relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.
  - j. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
  - k. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.
  - l. The DPS 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.

**35. Governing Law**

**These Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.**