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ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

This agreement is made the 1st day of July 2018

1 Particulars

1.1 Parties

1.1.1 The Landlord
DGD Properties Limited
Contact Address 208 Wilmslow Road, Fallowfield, Manchester M14 6LF
Contact Telephone number 0161 256 2500
Contact Fax number 0161 257 2379
Contact Email address info@aroundtownflats.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant

Current Address
Tenant 1: Miss Grainne Friel 8 Warde Birley Fields Campus George Parr Road Manchester M15 6GS
Tel 07539446891 Email grainne_friel10@hotmail.co.uk
Tenant 2: Miss Isabel Rapuano 8 Warde Birley Fields Campus George Parr Road Manchester M15 6GS
Tel 07943485120 Email rapuano_j@sjd.ac.uk
Tenant 3: Mr Isaac Taylor 8 Warde Birley Fields Campus George Parr Road Manchester M15 6GS
Tel 07446857359 Email isaactaylor2@gmail.com
Tenant 4: Mr Callum McLeod 17 Edgeworth Drive Manchester M14 6RU
Tel 07804133405 Email cal.mcleod@hotmail.co.uk
Tenant 5: Mr Josiah Earle Briarfield Hall, Flat D2 23 Stretford Road Hulme Manchester M15 6DD
Tel 07480307807 Email siahlive@hotmail.co.uk
Tenant 6: Miss Rosie Waghorn 8 Warde Birley Fields Campus George Parr Road Manchester M15 6GS
Tel 07852957242 Email rosie_waghorn@yahoo.co.uk

Post Tenancy Address where different from Current Address
Tenant 1: 18 Hubble Road Corby NN17 1JD
Tenant 2: 30 Snowcrest Place Nantwich Cheshire CW5 7SZ
Tenant 3: 26 Honeysuckle Close Lutterworth LE17 4FN
Tenant 4: 4 Woodpark Avenue Knaresborough HG5 9DJ
Tenant 5: 19 Morton Terrace Gainsborough Lincolnshire DN21 2RF
Tenant 6: 18 South Road Rugby CV23 0BY

Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The parties listed agree that the Landlord or the Landlord's Agent may provide their name, address and other contact details to third parties including, but not limited to, the Landlord, contractors, referencing companies, The Property Ombudsman, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.1.3 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no Relevant Person as the Deposit is provided by either the Tenant or Guarantor unless stated in clause 1.1.3.1.

1.1.3.1 The Relevant Person for
Tenant 1 is:
Contact Address
Contact Telephone number
Contact Email address

1.1.4 The Guarantor
In respect of Tenant 1: Mr James Friel 18 Hubble Road Corby NN17 1JD
Contact Telephone number 07739114654
Contact Email address jfriel1@btinternet.com
In respect of Tenant 2: Mr John Rupano 5 Gresty Side Welsh Row Nantwich CW5 5EZ
Contact Telephone number 07450693272
Contact Email address johnwrap1@gmail.com
In respect of Tenant 3: Ms Caroline Taylor 26 Honeysuckle Close Lutterworth LE17 4FN
Contact Telephone number 07447419030
Contact Email address caoline.taylor@sainsburys.co.uk
In respect of Tenant 4: Ms Samantha McLeod 4 Woodpark Avenue Knaresborough HG5 9DJ
Contact Telephone number 07804743481
Contact Email address sam.mcleod1@virginmedia.com
In respect of Tenant 5: Mr William Earle 19 Morton Terrace Gainsborough DN21 2RF
Contact Telephone number 07592606079
Contact Email address matthewearle@hotmail.co.uk
In respect of Tenant 6: Ms Claire Waghorn 18 South Road Rugby CV23 0BY
Contact Telephone number 01788570794
Contact Email address waghorn0by@btinternet.com

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Around Town Flats, 208 Wilmslow Road, Fallowfield, Manchester M14 6LF (info@aroundtownflats.com) or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

1.5 Property

1.5.1 The property situated at and being 34 Mabfield Road Fallowfield Manchester M14 6LW, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.6 Term

1.6.1 The Term shall be from and including 01/07/2018 to and including 30/06/2019 and then the tenancy continues as a monthly contractual periodic until ended following either party giving Notice. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.

1.6.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term.

1.7 Rent

1.7.1 The Rent shall be £2,262.00 per calendar month payable in advance.

1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord by banker's standing order or such other method as the Landlord shall require.

1.7.3 The first payment being due on or prior to the date of taking possession.

1.7.4 Thereafter the "Rent Due Date" will be the first day of each month from and including the first day of August.

1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.

1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

1.7.8 Rent Increase

1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful tenant of the Property, for more than 12 months, then the Rent will increase once each year.

1.7.8.2 The first increase will be the first Rent Due Date more than 363 days after the commencement date.

1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 363 days since the last rent increase.

1.7.8.4. In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase in the CPI index (Consumer Prices Index as quoted by the Office of National Statistics) as quoted for the month two months prior to the month of the increase. Regardless of CPI amount of the rent increase will be subject to a minimum increase of 2%.

1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 363 days after the commencement date or last rent increase date will not then prevent the Landlord applying an increase on any future Rent Due Date.

1.7.8.6. In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Price Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months prior to the month of the increase. Regardless of CPI, the amount of the rent increase will be subject to a minimum of 2% for each complete year since the last rent increase.

1.7.8.7 The reviewed Rent in clauses 1.7.8.2, 1.7.8.3 or 1.7.8.6 will not be reduced below the figure payable immediately before that review.

1.8 Deposit

1.8.1 The Deposit of £2,610.00 will be paid by the Tenant.

1.8.2 The Deposit will be paid to the Landlord's Agent.

1.8.3 The Landlord's Agent will not pay interest on the Deposit.

1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded within 10 days, less any deductions, once the following have been completed:

1.8.5.1 the tenancy has ended and possession of the Property has been returned to the Landlord and

1.8.5.2 all keys have been returned to the Landlord and

1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and

1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.

1.8.6 The Deposit is not transferable by the Tenant in any way.

1.8.7 The Deposit will be protected by The Deposit Protection Service (The DPS) in accordance with the Custodial Terms and Conditions of The DPS. The Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process are attached and can be found at www.depositprotection.com.

1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.

1.8.9 The Landlord's Agent will keep the interest for any amount of the Deposit not refunded to the Tenant.

1.8.10 The Deposit will be refunded, less any deductions, to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

1.8.11 Where the Landlord has more than one reason to claim against the Deposit, the Landlord, acting reasonably, may choose the allocation of the Deposit against those claims.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of notices (including notices in proceedings) is as follows:

c/o Around Town Flats, 208 Wilmslow Road, Fallowfield, Manchester M14 6LF

If the Tenant wishes to serve notice to end the tenancy this is the address to which it must be sent.

2.3 Notice service

2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:

2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or

2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or

2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:

2.3.2.1 left at the Landlord's Address during the Term only or the last known address of the Landlord at any time or

2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.3.3 If any notice or other document is left at the Property or Landlord's address, service shall be deemed to have been on the day it was left.

2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Post and Notices Received

2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Break Clause

2.5.1 This agreement creates a single tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.6.1 as "to and including (date)").

2.5.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

2.5.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date.

2.6 Unspent Convictions

2.6.1 The Tenant agrees to notify the Landlord of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

3 Possession

3.1 Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not,

3.1.2 the Tenant is in breach of any of the obligations under this agreement,

3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),

3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

4.1.1 Pay the Rent on the day and in the manner specified.

4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.

4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.

4.1.5 Pay a fee of £25 including VAT being the reasonable costs of the Landlord for each individual letter the Landlord, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.

4.1.6 Pay a charge of £20 including VAT to the Landlord for any payment presented to the Landlord bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.

4.1.7 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.

4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

4.1.9 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.

4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.

4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

4.1.12 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in clause 1.1.2.

4.1.13 Pay the full costs of any action taken for breach of contract or possession of the property, including court fees and all other associated costs, limited only if the court set an amount this is reclaimable.

4.1.14 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.

4.1.15 Where the Tenant agrees an appointment for a contractor to visit, the Tenant agrees to pay any costs incurred if they fail to keep that contractor appointment.

4.2 Repairs

4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).

4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.

4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.

4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.

4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance the Tenant agrees to sweep the chimney as often as needed.

4.2.7 Promptly provide a Police Crime Reference Number in the event of forcible entry without which reference the Landlord will not pay for the repair of any damage caused to the Property including that of broken glass and replacement locks.

4.2.8 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three month basis and to replace replaceable batteries as and when necessary.

4.3 The Property

4.3.1 Promptly notify the Landlord in writing by letter to the address in paragraph 2.2 or by email to the address in paragraph 1.2, when the Tenant becomes aware of:

4.3.1.1 any defect, damage or want of repair in the Property, including any shared rights of access, stairways, communal parts, paths and drives, other than such as the Tenant is liable to repair in 4.2.1 above,

4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and forward copies of them without unreasonable delay.

4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.

4.3.3 Use the Property in the manner a responsible and conscientious tenant would.

4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

4.3.5 Not remove any of the Landlord's possessions from the Property or store them in the cellar or outside the main dwelling.

4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.

4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.

4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.

4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

4.3.10 Not permit any visitor to stay for a period of more than three weeks within any three month period.

4.3.11 Permit the Landlord and or his agents or others, after giving 24 hours written notice and at reasonable hours of the daytime, to enter the Property:

4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.

4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.

4.3.11.3 to show prospective tenants the Property, at any time during the tenancy and to erect a board to indicate that the Property is to let.

4.3.12 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.

4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.

4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent when possession is returned to the Landlord.

4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms, where provided, as appropriate.

4.3.16 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.

4.3.17 Not block ventilators provided in the Property.

4.3.18 Report to the Landlord any brown or sooty build up around gas appliances or any suspected faults with the appliances.

4.3.19 Not use any gas appliance that has been declared unsafe by a Gas Safe registered engineer, or disconnected from the supply.

4.3.20 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.

4.3.21 Be responsible for ensuring that any television used is correctly and continually licensed.

4.3.22 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.

4.3.23 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.

4.3.24 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.

4.3.25 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.

4.3.26 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at the commencement of the tenancy, fair wear and tear accepted.

4.3.27 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord promptly if such control measures cannot be adhered to.

4.3.28 Not keep any cats or dogs on the property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.

4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.

4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.

4.3.31 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.

4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property subject only to the design and construction limitations of the building.

4.4.3 Subject to the following sentence, the Tenant shall not carry on any profession, trade or business at the premises, nor allow anyone else to do so. The Tenant shall not carry on a "home business" at the premises as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section) without the prior written consent of the Landlord.

4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.

4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).

4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.

4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.

4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord without delay.

4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary.

4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlords Agent with reasonable notice.

4.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.

4.4.12 Not change the supplier of utility services without approval from the Landlord. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord with the new supplier's details including the Property reference number.

4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.

4.4.14 Not alter the operation of, or disable, the smoke alarms.

4.4.15 Be responsible for the maintenance of the burglar alarm.

4.4.16 To display at all times a copy of the gas safety certificate, Landlords Agents contact details and where required the relevant Local Authority Licence.

4.4.17 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

4.5 Insurance

4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.

4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).

4.6.2 Return all keys to the Property to the Landlord's Agent by 12.00 on the last day of the tenancy (or sooner by mutual arrangement).

4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.

4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.

4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.

4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.

4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

4.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.

5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for alternative accommodation.

5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.

5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.

5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.

5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;

11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

5.9 The Landlord agrees, where the Property is let as a House in Multiple Occupation within the meaning of the Housing Act 2004 and for which a Local Authority Licence is required, to provide a copy of the Local Authority Licence to the Tenant.

5.10 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

6 Housing Benefit

6.1 The Tenant agrees that the appropriate authority may discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.

6.2 If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord.

6.3 The Tenant agrees to refund to the Landlord any Benefit overpayment recovery which is sought from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord.

7 Guarantor

7.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.

7.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.

7.3 The Guarantor agrees to make payments lawfully due under clause 7.1 or 7.2 even after the Tenant has returned possession of the Property to the Landlord.

8 Tenancy Deposit Protection Prescribed Information

8.1 The contact details for this scheme are:
The Deposit Protection Service, The Pavillions, Bridgewater Road, Bristol, BS99 6AA
Telephone number: 0330 303 0030
Email: Enquiry forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com
Fax number: None available

8.2 Please see the attached custodial Terms and Conditions from The DPS for further information. The information can also be found at www.depositprotection.com.

8.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the Alternative Dispute Resolution service, or on the order of a court.

8.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended. See the attached custodial Terms and Conditions for more information.

8.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the Scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. See the attached custodial Terms and Conditions for more information.

8.6 The Scheme offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to the Scheme).
8.7 The Deposit value is as per clause 1.8.1
8.8 The address of the property is as per clause 1.5
8.9 The contact details of the Landlord are as per clause 1.1.1
8.10 The contact details of the Tenant are as per clause 1.1.2
8.11 Information about any Relevant Person is in clause 1.1.3
8.12 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4
8.13 The Lead Tenant for this tenancy will be Miss G Friel.
The parties forming the Tenant declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this Tenancy Agreement subject to the custodial Terms and Conditions of The DPS.

9. Payment Concession

9.1 When the Property is let for the term of an academic year, being 1st July to 30th June the following year, and as a concession the Landlord agrees that the Tenant will be refunded the equivalent of half one months rent for the months of July.
9.2 The Tenant agrees that the Landlord will grant access to the property at such time as all necessary repairs and works have been carried out at the property. Access to the property will be provided not later than 1st August.

10. Additional Items

The Tenant should note here if the Landlord has committed to provide any items or services which are not contained in this tenancy agreement.

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

SIGNATURE(S) OF LANDLORD(S) C Ande

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

SIGNATURE(S) OF TENANT(S) DocuSigned by: Graine Fried DocuSigned by: Isabel Papuan DocuSigned by: Isaac Taylor DocuSigned by: Josiah Earle DocuSigned by: Callum Mcleod DocuSigned by: Rosie Waghorn

SIGNATURE OF WITNESS ..... OCCUPATION Lettings Admin

NAME OF WITNESS Andrew O'Nyan

ADDRESS OF WITNESS 208 Wilmslow Road, M14 6LF.

SIGNATURE OF RELEVANT PERSON .....

SIGNATURE OF GUARANTOR DocuSigned by: James Fried DocuSigned by: Jules Papuan DocuSigned by: Gardine Taylor DocuSigned by: William Earle DocuSigned by: Samantha McLeod DocuSigned by: Claire Waghorn

SIGNATURE OF WITNESS ..... OCCUPATION .....

NAME OF WITNESS .....

ADDRESS OF WITNESS .....

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

1. Definitions and Explanations of commonly used terms

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

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

Assured Shorthold Tenancy
This is a tenancy defined as an Assured Shorthold Tenancy under the Housing Act 1988

Calendar Day
A Calendar Day is any day of the week.

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

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

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

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

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

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

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

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

Initial Requirements
The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004. They are:
- to protect the Deposit in a government-authorised scheme like ours; and
- to give the Tenant a copy of the Prescribed Information.

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

Joint Tenants
The Tenants in a Joint Tenancy.

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

Landlord ID
This is the unique identifying reference number we give to the Landlord when they
with us.
Agent
e letting agent who lets or manages a property on the Landlord's behalf.
ated Tenant
If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

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

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

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

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

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

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

SMS
Means short message service otherwise known as text messaging service.

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

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

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

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

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

Tenant
This is the Tenant of a Tenancy.

The Ministry of Housing, Communities and Local Government ("MHCLG")
This is the government Ministry that has authorised us to provide this service.

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

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

Working Day
Working Days are days on which our offices are open for business. These are every Monday to Friday, excluding bank holidays in England and Wales. We keep our website – www.depositprotection.com – up-to-date with our opening times.
In these Terms and Conditions the use of the words and phrases "**other**", "**including**" and "**in particular**" shall not restrict a general or wide interpretation of any words preceding them where a wider interpretation is possible. Except where the context otherwise requires, words using the singular shall include the plural and vice versa.

2. Information about the Scheme for you

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

3. How our Custodial Scheme works

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

4. Ways to contact us

a **The Online Service**
i. Landlords can register online and anyone using our Service can complete submissions online by visiting www.depositprotection.com.

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ii. Parties can also communicate with us by completing an online enquiry form available through the Frequently Asked Questions section of our website at www.depositprotection.com.
iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.
iv. Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.

b. Customer Service Centre

The Customer Service Centre is available to:
i. help Landlords, Letting Agents and Tenants to use the Scheme;
ii. process requests for Forms;
iii. manage new registrations of Landlords and Letting Agents; and
iv. process requests for repayment and responses.
We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.

c. Paper Based Service

i. If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.
ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.

5. How to create an account

i. Landlords

a. When a Landlord creates an account with us, all information provided must be up-to-date and correct.
b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:
i. the Landlord's first name, surname and title;
ii. the Landlord's contact address including the town, country and postcode;
iii. at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and
iv. a valid email address for the Landlord (if creating an account online).
c. Letting Agents and Organisations must provide the following mandatory pieces of information:
i. the full name and title of the Letting Agent or Organisation's primary contact;
ii. the full name or company name of the Letting Agent or Organisation;
iii. the contact address of the Letting Agent or Organisation;
iv. at least one contact telephone number for the Letting Agent or Organisation; and
v. a valid email address for the Letting Agent.
d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.
e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.
f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.
g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.
h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.
j. Landlords must enter their registered email address and password for the following:
i. to log into their online account;
ii. to access all the information we store that relates to them;
iii. to update any such data;
iv. to pay a new Deposit to us;
v. to perform any actions during a Tenancy;
vi. to manage their Deposits; and
vii. to instigate the Deposit repayment process.
k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:
i. their unique Landlord ID. This will also be provided over the telephone; and
ii. The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.
l. Landlords can select other people to have administrative rights to their account, to give instructions on the Landlord's behalf. To do this, the Landlord must create an administrator account for the selected person. The Landlord can choose one of two levels of access for the person they are adding:
i. **Senior Tenancy Administrators:** who can complete all actions on the account except creating new accounts; or
ii. **Tenancy Administrators:** who can complete all actions except repaying or transferring any Deposits and creating new accounts.
The Landlord retains the role of Account Administrator and has full access to edit any allowed aspect of their account or tenancies.

ii. Tenants

a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.
b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.

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c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.
e. Tenants must enter their registered email address and password for the following:
i. to log in to their online account;
ii. to access all the information we store that relates to them;
iii. to update any such data; and
iv. to instigate the Deposit repayment process.

6. Adding a Property

Landlords can add a Property or multiple Properties in their online account before submitting any Deposits to us.

7. Creating a Tenancy

a. Landlords can create a Tenancy in their online account before submitting any Deposits.
b. To create a Tenancy, a Landlord must provide a name together with a contact mobile telephone number or email address for any Tenants and an email address for any Relevant Person.
c. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).

8. Joint Tenancies and Third Parties (Nominated Tenant)

a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:
i. the Deposit repayment process;
ii. any Statutory Declaration;
iii. the provision of Tenant's evidence; or
iv. any other relevant Form or submission.
b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.
c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:
i. complete the Deposit Submission Form;
ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and
iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.
g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
h. If no Joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

9. Initial Requirements

Sections 10 (Deposit Submission) and 11 (Payment Options) of these Terms and Conditions comprise the Initial Requirements for the purposes of the Housing Act 2004.

10. Deposit Submission

a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at www.depositprotection.com or with a Cheque Deposit Submission Form sent to us by post.
b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.
c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.
d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy.
e. If Landlords need to create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.

11. Payment options

a. The Landlord must ensure that they pay the correct amount of Deposit to us.
b. Deposits can be paid to us by bank transfer, debit card or cheque.

i. Bank Transfers

a. Bank transfer payments can only be used for online custodial Deposit submissions and must be made using our 6 digit sort code and the Landlord's unique 8 digit account number which will be displayed when a Landlord opts to pay by Bank transfer in their online account. Landlords must add a reference number to the payment.
b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.
c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected
d. Bank transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0033 or by completing an online enquiry form, available on www.depositprotection.com

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ii. Debit card payments

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

iii. Cheque payments

a. Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 36 of these Terms and Conditions.
b. The online service will generate the Cheque Deposit Submission Form when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Cheque Deposit Submission Form.
c. Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.
eques must be made payable to The Deposit Protection Service, be dated within
n 3 months of the date of processing, be signed by an authorised signatory
account and be drawn in pounds Sterling on a UK bank account. Words and
s must match and be equal to the full amount of the Deposit as stated on the
Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Deposit.
e. If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.
f. Accepted cheques will be banked within 1 Working Day of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.
g. In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.86 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits that Landlord for that Tenancy.

12. What happens after the Deposit has been protected?

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

13. Making changes to your account

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

i. Changing the Landlord of a Tenancy

a. If the Landlord changes, the outgoing Landlord must effect a change of Landlord via their online account. We will not register a change of Landlord unless:
i. the incoming Landlord has an account with us with a valid Landlord ID; and
ii. the outgoing Landlord has a confirmed Landlord ID.
b. If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord must contact us with reasonable supporting evidence to confirm this.
c. If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not call us at the Customer Service Centre on 0330 303 0033 within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
d. If the outgoing Landlord does call us within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.
e. In the event of a change of Landlord, we will send confirmation and details of the change including the new Deposit ID to:
i. the outgoing Landlord, Letting Agent or Organisation as applicable;
ii. the incoming Landlord, Letting Agent or Organisation as applicable; and
v. all Tenants at the Property.

ii. Changing Tenants in a Tenancy

a. A change of Tenant process should only be used:
i. when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
ii. when a Tenant is leaving a Joint Tenancy and a new Tenant is being added to a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
iii. when a new Tenant is being added to a Joint Tenancy only; or
iv. when a Tenant is leaving a Sole Tenancy and being replaced by another Tenant and the Landlord has no claim against the Deposit for the Tenant leaving the Tenancy.
b. Landlords will be able to add or remove Tenants from a Tenancy via their online account.
c. When a Landlord adds a Tenant to a Tenancy via their online account this will happen immediately. We will send confirmation of that change by email to:
i. the Landlord, Letting Agent or Organisation in respect of the Property;
ii. the Tenants who will continue to reside in the Property;
iii. any incoming Tenants; and
iv. any outgoing Tenants.
d. When a Landlord seeks to remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account, we will email the affected Tenant to tell them. We will also tell the Tenant that if they do not want us to remove them from the Tenancy they must call us via the Customer Service Centre on 0330 303 0033 within 7 days of our email. We will not complete the Landlord's request if the Tenant contacts us within 7 days of our email confirming us that they do not want us to remove them from the Tenancy. If the Tenant does not contact us, we will complete the removal as the Landlord has requested.
e. We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is followed.
f. Where a Tenant is removed from a Joint Tenancy it is the remaining Tenants' responsibility to arrange any payments to an outgoing Tenant or Relevant Person.

iii. Scheme Transfers

a. If a Landlord wants to transfer a Deposit we are protecting to another Scheme, they can email their request to support@depositprotection.com. They will need to send a list of all the Deposits they want to transfer. They also need to send us the details of the Scheme to which we should transfer the Deposits.
b. If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:
i. transfer the relevant Deposit monies directly to the other Scheme;
ii. send the other Scheme a list of all details of the Deposits we have transferred; and
iii. close the relevant Deposits and Tenancies on the Landlord's online account.
c. We reserve the right to make a charge in advance of any Landlord on receipt of a request to transfer Deposits to another Scheme.

14. Deposit repayment - General

a. We will not release any part of the Deposit unless:
i. all Parties have agreed to or ordered it;
ii. there is an undisputed Statutory Declaration claim; or
iii. there is a Decision from an Adjudicator; or
iv. we are bound by a court order which may specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or
v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedures.
b. We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us either online or by calling the Customer Service Centre.
c. Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.
d. If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post. Payments can be either:
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 in relation to the balance); or
iii. disputed (there is a Dispute as to how the entire Deposit should be repaid).
e. Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.
g. Repayment of all or part of the Deposit will be made either by:
i. direct BACS transfer to the Landlord's and/or Tenants(s)' accounts;
ii. Sterling cheque; or
iii. a combination of the two methods in accordance with the Parties' direction.
h. Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.
i. Direct BACS payments are not available to overseas bank accounts for a fee of £25.89.
j. We will provide confirmation of the amount of the repayment paid to each Party to:
i. the Landlord; and
ii. all the Tenants.
k. Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.

15. Deposit Repayment - Requests

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

16. Landlord Repayment Requests

i. Whole Deposit returned to Tenants

a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
i. log into your online account; and
ii. confirm that you wish to make a full repayment of the Deposit to the Tenant.
b. We will notify all Tenants of the Landlord's full repayment request.
c. If you are a Tenant responding to a Landlord's full repayment request you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
iv. confirm your instructions for repayment.
d. We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.
e. We will confirm repayment to all Parties in writing.

ii. Landlord making Deductions from Deposit

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

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i. log into your account;
ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.
b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
iii. agree or disagree with each claim for deductions made by the Landlord;
iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
v. If you do not agree to pay any sums from the Deposit to the Landlord you must enter (0) against the deduction claims and state your reasons;
vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
viii. agree to be bound by any Decision.
d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenants, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 29 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

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

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

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

19. The Statutory Declaration Process

i. When can it be used?

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

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

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

ii. The Statutory Declaration Process

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

**iii. Statutory Declaration Process – Statutory Declaration Not

f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consents to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.
g. We will then forward copies of the:
   i. Statutory Declaration;
   ii. Statutory Declaration Notice; and
   iii. any additional evidence submitted by either Party;
to the Adjudicator (see Adjudication at section 23 below).
h. We will release any undisputed amount to the Party or Parties concerned.
i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.

20. The Dispute Resolution Service

General rules for using our Dispute Resolution Service

a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.
f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.
i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
l. A Dispute must not be the subject of an existing court action.
m. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
   i. they relate to matters other than the return of the Deposit; and/or
   ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
   iii. the issues raised have already been decided upon by a court;
n. The Adjudicator may also reject Disputes which, in their reasonable opinion:
   i. are being pursued in an unreasonable manner;
   ii. are frivolous;
   iii. are vexatious; and/or
   iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
o. Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We will not accept evidence received after this time.
p. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
q. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or when the Deposit is £5,000 or more in amount.

21. Repayment Request – Collection of evidence

a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.
c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.
d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.

22. Dispute Evidence – the details

a. The Landlord's evidence should include, but is not limited to the following:
   i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
   ii. the signed check-in inventory and schedule of condition;
   iii. vacating instructions;
   iv. the signed check-out inventory and schedule of condition;
   v. a signed and legally-compliant written Tenancy Agreement;
   vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
   vii. a statement of the rent account, if relevant;
   viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
   ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
   x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
b. The Tenant's evidence should include, but is not limited to the following:
   i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
   ii. any other relevant information including photographs, DVDs, correspondence or receipts.
c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
f. Following receipt of each Party's evidence, we may request extra information or clarification.
g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.

23. The Adjudication

a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
   i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
   ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
   iii. any extra evidence from the Landlord or the Tenant.
b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.
c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.
d. The Adjudicator may:
   i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
   ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
   iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.
e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.
h. We will make any payment to either Party within 10 Calendar Days of the Decision.
i. We will make payments according to the method specified by the relevant Parties.
j. The Adjudicator may take the initiative in ascertaining the facts and the law.
k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

24. Court Orders

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

25. Costs

All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:
   i. for processing a payment to an overseas bank account we charge £25.89; and
   ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

26. Confidentiality

a. Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.
b. By agreeing to use our Dispute Resolution Service, you give us permission to gather and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.

27. Keeping your data safe

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

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

28. Liability

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

29. Complaints

a. We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.
b. If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint.
   To send us a letter, you can write to us here at the address in section 36.
   To send us an email, please use: complaints@depositprotection.com

30. Service Availability

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

31. Online Security

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

32. Privacy Policy

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

33. Intellectual Property

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

34. General

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

35. Governing Law

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

36. Contact details

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