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# ASSURED SHORTHOLD TENANCY

# AGREEMENT

For letting a furnished dwelling house 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 30th day of June 2015

## 1 Particulars

### 1.1 Parties

1.1.1 The Landlord
Ms R Cuthbert
of 208 Wilmslow Road, Fallowfield, Manchester M14 6LF
Tel: 0161 256 2500 Email: 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: Mr M Hunter Rectory Meadow, The Street, Norwich, Norfolk, NR14 7DW
Tel 07914220550 Email matthew.p.hunter@btinternet.com
Tenant 2: Mr T Hanneman 48 Graham Road, West Kirby, Wirral, CH48 5DW
Tel: 07950447562 Email: tom.hanneman@btinternet.com
Tenant 3: Mr C Nnanna-Dikeocha 59b Mildmay Grove North, London, N1 4PL
Tel: 07446367337 Email: cndikeocha@hotmail.co.uk
Tenant 4: Mr L Dryden Beaulieu, The Ridge, Thatcham, RG18 9HZ
Tel: 07880976674 Email: luke.dryden@gmail.com

Post Tenancy Address where different from Current Address
Tenant 1:
Tenant 2:
Tenant 3:
Tenant 4:

1.1.3 The Guarantor
In respect of Tenant 1: Dr P Pester Flat 334, Willoughby House, Barbican, London, EC2Y 8BL
In respect of Tenant 2: Ms M Stafford 48 Graham Road, Wirral, CH48 5DW
In respect of Tenant 3: Mrs B Dikeocha 59b Mildmay Grove North, Islington, London, N1 4PL
In respect of Tenant 4: Mr P Dryden Beaulieu, The Ridge, Cold Ash, Thatcham, RG18 9HZ

1.1.4 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 the Tenant.

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 above agree that 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, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

**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 76 Ladybarn Lane, Fallowfield, Manchester, M14 6YU, 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 01/07/2015 to and including 30/06/2016 and then the tenancy continues as a monthly 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 £1,560.00 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's Agent by banker's standing order or such other method as the Landlord's Agent shall require.

1.7.3 The first payment being due 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 CPIH index (Consumer Prices Index including Housing as quoted by the Office of National Statistics) as quoted for the month two months prior to the month of the increase.

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 CPIH (Consumer Price Index including Housing) 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.

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 £1,800.00 will be paid by the Tenant.

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

1.8.3 Neither the Landlord nor the Landlord's Agent will 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's Agent 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 to the Lead 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 office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent 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 Agent's office, 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

DocuSigned by: DocuSigned by: DocuSigned by: DocuSigned by:
Matthew Hamman

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's Agent 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's Agent 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 Distance Selling Regulations

2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this tenancy once you take on the Property.

### 2.7 Unspent Convictions

2.7.1 The Tenant agrees to notify the Landlord's Agent 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's Agent for each letter the Landlord's Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.

4.1.6 Pay a charge of £20 to the Landlord's Agent for any payment presented to the Landlord's Agent's 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 required.

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.

**4.3 The Property**

4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:

4.3.1.1 any defect, damage or want of repair in the Property, 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, during the last six months of the Term 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 within three days of such a request being made, (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's Agent 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 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.

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

4.3.29 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.

4.3.30 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 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the parties named in clause 1.1.2.

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's Agent 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's Agent 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 48 hours.

4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent 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 Not disable or alter the operation or code of the burglar alarm.

4.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.

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

4.4.18 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.

**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's Agent.

**6.3** The Tenant agrees to refund to the Landlord's Agent any Benefit overpayment recovery which is sought from the Landlord or the Landlord's Agent 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 or the Landlord's Agent.

## 7 Guarantor

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**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: 0844 4727000
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 leaflet from the scheme 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 Scheme rules for more details.

**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 Scheme rules for more details.

**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 Mr M Hunter.
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 terms of the appropriate tenancy deposit scheme.

## 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 and August.

**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 September.

## 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.

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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. Anderson

**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: A411599F6048422... DocuSigned by: 55A562A84B3B419... DocuSigned by: Matthew Hunter 99CB55ABE65D4AC... DocuSigned by: Tom Hanneman E8A16AFFA03B4E4...

SIGNATURE OF WITNESS Sam B OCCUPATION Lettings Admin

NAME OF WITNESS Samuel Beech

ADDRESS OF WITNESS 177 Brailsford Road, Manchester, M14 6PZ

SIGNATURE OF GUARANTOR DocuSigned by: 45DE29F763EC4E7... DocuSigned by: Benedicta Dikeocha E84FF4B7135342C... DocuSigned by: Stafford 2D7B1318D87B474... DocuSigned by: Philip Dryden 7DA4E9452AFD4BF...

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

NAME OF WITNESS .....

ADDRESS OF WITNESS .....

# PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS*

## The Deposit Protection Service – Custodial scheme

NOTE: The landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: MR MATTHEW HUNTER, MR CHIMA NNANNA-DIKEOCHA, MR LUKE DRYDEN, MR TOM HANNEMAN

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

**The Deposit Protection Service (The DPS)**
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

**Telephone No. 0330 303 0030**

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at **www.depositprotection.com**

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

See attached Terms and Conditions

## 3. Information on the procedures applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions

## 4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions

## 5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions

## 6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

## 7. Tenancy specific information

*(a) Amount of deposit paid:*

£1800.00

*(b) Address of property to which the tenancy relates:*

76 LADYBARN LANE
MANCHESTER
M14 6YU

*(c) Name, address and details of landlord(s)*

| | |
|---|---|
| Name: | AROUND TOWN FLATS |
| Address (including postcode): | AROUND TOWN FLATS<br>208 WILMSLOW ROAD<br>MANCHESTER<br>M14 6LF<br>United Kingdom |
| Telephone number(s): | 0161 256 6604 |
| Email address(es): | CAROL.ANDERSON@AROUNDTOWNFLATS.COM |
| Fax Number(s): | |

*(d) Name, address and contact details of the Tenant(s)*

| | |
|---|---|
| (1) Name: | MR MATTHEW HUNTER |
| Address including postcode: | 76 LADYBARN LANE<br>MANCHESTER<br>M14 6YU |
| Telephone number(s): | |
| Email address(es): | |
| Fax Number(s): | |
| Contact address to be used by The Landlord at the end of the tenancy: | |

| | |
|---|---|
| (2) Name: | MR CHIMA NNANNA-DIKEOCHA |
| Address including postcode: | 76 LADYBARN LANE<br>MANCHESTER<br>M14 6YU |
| Telephone number(s): | |
| Email address(es): | |
| Fax Number(s): | |
| Contact address to be used by The Landlord at the end of the tenancy: | |

(3) Name: MR LUKE DRYDEN

Address including postcode: 76 LADYBARN LANE
MANCHESTER
M14 6YU

Telephone number(s):

Email address(es):

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

(4) Name: MR TOM HANNEMAN

Address including postcode: 76 LADYBARN LANE
MANCHESTER
M14 6YU

Telephone number(s):

Email address(es):

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

Note: please see Note 3 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.

*(e) Name of Third Party making the payment:*

Name:

Address including postcode:

Telephone number(s):

Email address(es):

Fax Number(s):

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

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

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

1.8 Deposit

I/We (being the Landlord) certify that –

(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Landlord(s): MS R. CUTHBERT

Signature(s): C. Ade

Dated: 30/6/15

Tenant(s): Chima Nnanna-Dikeocha, Matthew Hunter, Luke Dryden, Tom Hanneman

Signature(s): DocuSigned by: A411599F6048422... DocuSigned by: 55A562A8493B419... DocuSigned by: Matthew Hunter 99CB55ABE65D4AC... DocuSigned by: Tom Hanneman E8A16AFFA03B4B4...

Dated: 23/6/2015, 21/6/2015, 19/6/2015, 20/6/2015

## NOTES

(1) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.

(2) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(3) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

**The Deposit Protection Service**
**Deposit Protection Custodial Scheme Terms and Conditions**

**1. Definitions**
Wherever the following words and phrases appear in these Terms and Conditions they will always have the following meanings:
**ADR Procedure** means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the procedure for disputing a Single Claim (iii) the acceptance of a Dispute into the Adjudication process; and (iv) the Adjudication including implementing the Decision;
Adjudication means an evidence based decision making process as a result of which a Decision shall be made as to how a Dispute should be resolved and Adjudicate shall be defined accordingly;

**Adjudicator** means an independent, impartial and qualified expert appointed by The DPS to Adjudicate and provide a Decision;
**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;
**Change of Landlord/ Agent Form** means a paper or online form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;
**Contact Centre** means The DPS's dedicated telephone contact centre which can be contacted on 0330 303 0030;
**The DPS** means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE;
**Decision** means the reasoned decision of the Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions, as notified to the Landlord and Tenant and implemented by The DPS;
**Deposit or Custodial Deposit** means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement, the discharge of any liabilities, any damage to the property and/ or non-payment of rent during the Tenancy;
**Deposit ID** means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful submission of a Deposit to The DPS by the Landlord or a Third Party;
**Custodial Deposit Submission** Form means the form to be completed by the Landlord in accordance with these Terms and Conditions and submitted to The DPS with a payment equaling the amount of the Deposit;
**Dispute** means a dispute between the Landlord and the Tenant relating to how much of the Deposit, if any, held by The DPS under the Custodial Tenancy Deposit Scheme should be returned by The DPS to the Tenant at the end of the Tenancy;
**Dispute Papers** means the documents detailed in Section 27 to 29 below;
**Forms** means all forms required to be submitted in relation to the Scheme and includes the Change of Landlord/Agent Form, the Deposit Submission Form, the Landlord Deposit Repayment Response Form, the Tenant Deposit Repayment Response Form, the Landlord's Evidence Form, the Joint Custodial Deposit Repayment Form, the Tenant's Evidence Form, the Statutory Declaration and the Statutory Declaration Notice;
**Initial Requirements** means for the purposes of the Housing Act 2004 (as amended by the Localism Act 2011) those obligations which must be satisfi ed within 30 days of receipt of a Deposit;
**Joint Custodial Deposit Repayment Form** means the paper form (where requested by either party) to be completed by both the Landlord and Tenant:
i. requesting that all or part of the Deposit be repaid in accordance with the agreed instructions it contains;
and/or
ii. notifying The DPS that there is a Dispute in relation to the repayment of all or part of the Deposit, requesting that the Dispute be referred to Adjudication in accordance with these Terms and Conditions and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator
**Joint Tenancy** means a Tenancy where there is more than one Tenant and Joint Tenants shall be construed accordingly;
**Landlord** means a Landlord of a Tenancy and for the purposes of these Terms and Conditions includes a Letting Agent or Organisation, where applicable;
**Landlord's Evidence Form** means the standard Landlord's evidence form completed by the Landlord containing evidence in support of the Dispute;
**Landlord ID** means the unique identifying reference number allocated to the Landlord by The DPS following
their registration with the Service;
**Landlord's Repayment ID** means the identifying number issued by The DPS to the Landlord which is unique to the Landlord and Deposit to which it relates and which will be required by the Landlord to claim repayment of the Deposit;
**Lead Tenant** means:
i. in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and
ii. where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and
iii. where there is only one Tenant, that Tenant.
**Letting Agent** means the letting agent who lets or manages property on behalf of the Landlord;
**Organisation** means the company who lets or manages property on behalf of the landlord.
**Parties** means the Landlord and Tenant and Party shall be construed accordingly;
**Prescribed Information** means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007;
**Repayment ID** means together the Landlord's Repayment ID and the Tenant's Repayment ID;
**Scheme or Custodial Scheme** means the Custodial Tenancy Deposit Scheme, established under the Housing Act 2004 and provided by The DPS on behalf of the Government (Department for Communities

and Local Government) under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Third Party has been deposited with The DPS;
**Service** means the Deposit Protection Service or The DPS, which offers both Custodial and Insured Tenancy Deposit Schemes
**Single Claim** means a claim by a Party for the repayment of all or part of the Deposit when the other Party is un-contactable or not responding to correspondence as further detailed in Section 21;
**SMS** means Short Message Service, otherwise known as text messaging services;
**Statutory Declaration** means the statutory declaration completed by either the Landlord or the Tenant claiming repayment of all or part of the Deposit in accordance with the Single Claim Process;
**Statutory Declaration Notice** means a notice to be served by The DPS following the receipt of a Statutory Declaration;
**Terms and Conditions** means these Custodial Deposit Protection Scheme Terms and Conditions;
**Tenancy** means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme or another type of tenancy in respect of which The DPS in its sole discretion agrees to protect a Deposit on these Terms and Conditions as if the Deposit related to an assured shorthold tenancy;
**Tenant** means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants;
**Tenant's Evidence Form** means the standard tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;
**Tenant's Repayment ID** means the identifying number issued by The DPS to the Tenant which is unique to the Tenant and Deposit to which it relates and which will be required by the Tenant in order for them to claim repayment of the Deposit;
**Third Party** means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;
**Transfer** means:
i. the transfer of a Tenancy from one Landlord to a new Landlord; or
ii. the transfer of a Tenancy from one Tenant to a new Tenant; or
iii. in the case of a Joint Tenancy, a change in the identity of one or more Joint Tenants;
**You** means the Party using the Scheme in accordance with these Terms and Conditions and your shall be defined accordingly;
**Virtual Agent** means an interactive program provided by The DPS via its website that serves as an online customer service advisor.

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

a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.
b. The DPS operates the only custodial tenancy deposit scheme. It is free to use (including the ADR Process) and open to all Landlords. The custodial scheme is funded entirely from the interest earned on custodial Deposits held.
c. If the Deposit is not protected in a Government authorised tenancy deposit scheme and/ or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the deposit and not more than three times the amount of the deposit. Further, any failure to comply with Section 213 of the Housing Act means that no Section 21 notice can be given.
d. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 14 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com.
e. Deposits are protected to ensure:
i. when Tenants are entitled to it, they get all or part of their Deposit back;
ii. when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;
iii. any Disputes between Tenants and Landlords will be easier and cheaper to resolve;
iv. Tenants are encouraged to look after the property they are renting.

**3. Overview of how the Scheme works**

a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to protect the Deposit with the Custodial Scheme, the Housing Act 2004 requires that the Landlord must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.
b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 14. The Landlord must provide the Prescribed Information to the Tenant. A Prescribed Information Template is available at

www.depositprotection.com
c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for repayment of the Deposit to the Landlord, Tenant or the Third Party (if any). The Landlord and Tenant must complete a Joint Custodial Deposit Repayment Form confirming:
i. the amount of the Deposit repayment of which is agreed; and
ii. the amount of the Deposit repayment of which is not agreed.
d. Any agreed amount of the Deposit will be paid out by The DPS in accordance with the Joint Custodial Deposit Repayment Form within 10 calendar days of receipt of the correctly completed Joint Custodial Deposit Repayment form.
e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions (see Sections 25 to 30) unless the DPS are notified otherwise in writing.
f. If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 22 to 24).
g. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 22 to 24).

**4. Ways to Contact The DPS**

a. The Online Service
i. Landlords may register online and Parties may complete and submit Forms online by visiting www.depositprotection.com.
ii. Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at ww.depositprotection.com or, if a Dispute is being dealt with under the ADR Procedure, by emailing disputes@depositprotection.com.
iii. Subject to Section 3(a) of the General Terms and Conditions, the online Service will be available 24 hours per day, 7 days per week and 365 days per year.
iv. All transactions processed via the online service will be processed in real time.
b. Contact Centre Service
i. The Contact Centre is available to:
1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Scheme;
2. process requests for Forms; and
3. manage new registrations of Landlords and Letting Agents.
ii. The telephone number for the Contact Centre is 0330 303 0030.
iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
iv. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
v. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
vi. Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.
c. Paper Based Service
i. All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:
ii. The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA
iii. Paper Forms can be requested via The DPS helpline on 0330 303 0030.
iv. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

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

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

iv. at least one contact telephone number for the Letting Agent or Organisation;
v. online registrants and users will have to provide a valid email address.

**6. Registering Online**

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

**7. Registering by Telephone**

a. Landlords may register by telephone by calling 0330 303 0030.
b. All Landlords who register for the Service via the Contact Centre will be provided with:
i. a Landlord's ID on the telephone which will be confirmed in writing; and
ii. a written copy of these Terms and Conditions will be sent within 3 Business Days of registering with The DPS. By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.

**8. Joint Tenancies and Third Parties**

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

9. Initial Requirements

The DPS treats the following parts of these Terms and Conditions as Initial Requirements: 10 (Custodial Deposit Submission); where a Landlord is using the online submission process, 11 (Online Custodial Deposit Submission Forms) or where a Landlord is using the paper-based process, 12 (Paper Custodial Deposit Submission Forms); and, where relevant 13 (Bank Transfers).

**10. Custodial Deposit Submission**

a. The Landlord or Letting Agent is responsible for ensuring that Deposits taken in relation to a Tenancy are submitted for protection within 30 calendar days of the date of receipt by the Landlord.
b. Deposit information can be submitted by completing an online or paper Custodial Deposit Submission Form.
c. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Custodial Deposit Submission Form is full and correct.
d. The following information is a mandatory requirement on all Deposit Submission Forms:
i. Landlord ID;
ii. Landlord name / Letting Agent or Organisation name / trading title;
iii. house number / name and first line of address of Tenancy property;

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

**11. Online Custodial Deposit Submission Forms**

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

**12. Paper Custodial Deposit Submission Forms**

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

**13. Bank Transfers**

a. Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account via the 'Summary' option under the 'Payments' menu. It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.

b. Payments received may be allocated to Custodial Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Custodial Deposit awaiting payment. If for any reason The DPS are unable to create a match, then the deposited funds will be credited to your account for you to allocate manually.

c. If manual allocation is chosen the Landlord must log-on to their DPS account to manually allocate the deposited funds to relevant Custodial Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected.

d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact The DPS on 0330 303 0030 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.

**14. What happens after the Deposit has been protected?**

a. The DPS will provide confirmation to:

i. the Landlord sent to their registered address or registered email address;

ii. the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;

iii. where there are Joint Tenants, to the registered email address of each Tenant or to the Household at the Tenancy address.

b. The Landlord will be responsible for providing confirmation to the Third Party.

c. The confirmation to each Party will contain:

i. Name, address and contact details of the DPS;

ii. the Deposit ID;

iii. the amount of the Deposit;

iv. the name and contact details of the Landlord;

v. the name(s) of the Tenant(s) and the Lead Tenant, if applicable

vi. the address of the Tenancy property;

vii. start date of Tenancy;

viii. Tenancy duration (months);

ix. a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.

d. The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any Third Parties or to another Party(s). It is the responsibility of the Sole/Lead Tenant to safeguard the Tenants' Repayment ID and not disclose it to any Third Parties or to another Party.

e. If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0330 303 0030. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 808 quoting REPAY and adding their deposit ID and Deposit amount.

f. If, following the expiry of a fi xed term period of a Tenancy, the tenancy continues on a statutory periodic basis or a new fi xed term period is agreed, The DPS will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fi xed term period tenancy.

**15. The Tenant's Logon**

a. Lead Tenants will be able to logon to the Service at www.depositprotection.com by inputting their Repayment ID and the Deposit ID.

b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenant's will be able to amend or update Tenants' email addresses and telephone numbers. Lead Tenants will also be able to start the Deposit repayment process online.

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

a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlord's may change any other data held in relation to the Landlord or notify The DPS of a Change of Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.

b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.

c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:

i. via the telephone helpline

ii. via the online service

iii. in writing
d. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.
e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
g. Changes to Landlord and Tenant's data shall include Transfers.

**17. Transfers**

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

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

**18. Deposit Repayments**

a. The DPS will only allow a repayment to be started once the Deposit has been protected for a minimum period of 28 calendar days. If you wish to start the Joint Deposit Repayment process before this period of time, please contact us by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.
b. All repayments must be initiated by the completion and submission of an online Deposit Repayment Form or the completion and submission of a paper Joint Custodial Deposit Repayment Form obtainable from the Contact Centre or by completing an online Enquiry, form which is available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.
c. Repayments can either be
i. wholly agreed - (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
ii. partially agreed - (the Parties agree on the repayment of part only of the Deposit and a Dispute exists as regards the balance); or
iii. disputed – (there is a Dispute as to how the entire Deposit should be repaid).
d. The Landlord will be required to:
i. confirm the amount due to the Landlord;
ii. enter the amount of any specific claim that is being made against the Deposit, together with details of why each claim is being made ;
iii. provide details of the repayment method, bank sort code, account number and reference if applicable; and
iv. provide a valid Landlord's Repayment ID.
e. The Tenant will be required to:
i. agree or disagree to each specific claim made by the Landlord, in the event that the Landlord has requested to retain part/all of the Deposit;
ii. confirm the amount due to each Tenant and any Third Party;
iii. provide details of the repayment method, bank sort code, account number and reference if applicable for each Tenant and any Third Party;
iv. provide forwarding address / valid email address (optional) for each Tenant and any Third Party and;
v. provide a valid Tenant's Repayment ID.
f. The DPS will not release any part of the Deposit unless:

i. it has all Parties' agreement to do so; or
ii. there is a Single Claim which is not disputed; or
iii. there is a Decision from an Adjudicator; or
iv. it is passed a Court Order which refers specifically to the Deposit and/or the scheme administrator and the amount of the Deposit to be paid out.
v. such release is permitted under its Adjudication rules as a result of a failure by either party to comply with the ADR Procedure.
g. The DPS urge all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.

**19. Online Deposit Repayment Form**

a. Either party can submit an Online Repayment Notification Form specifying how much of the Deposit should be repaid to them and how much should be repaid to the other party(ies).
b. In the event that the Landlord wishes to retain an amount from the Deposit, they will be required to state the reason they wish to retain an amount from the deposit and to provide any comments in relation to their claim, if applicable. The Landlord will be able to make multiple claims for different reasons.
c. Upon receipt of a Landlord Repayment Notification The DPS will write to the Lead Tenant notifying them of the amount claimed by the Landlord, the reason for the amount claimed and the amount to be repaid to the Tenant. The Tenant will be asked to confirm whether they agree or disagree with each claim made by the Landlord and, if they disagree to any part of the claim, they will be asked if they agree to the Dispute being referred to Adjudication.
d. If the Tenant:
i. responds to The DPS notification confirming that they do not agree with the proposal made by the Landlord in the Landlord's Repayment Notification Form, but agrees to the Dispute being referred to Adjudication, if the Landlord has also agreed to the Dispute being referred to Adjudication, it will be referred in accordance with the procedure set out in section 24 to 30.
ii. responds to The DPS notification confirming that they do not agree with the proposal made by the Landlord in the Landlord's Repayment Notification Form, but agrees to the Dispute being referred to Adjudication it will be referred in accordance with the procedure set out in section 24 to 30.
e. If the Tenant does not agree to refer the Dispute to Adjudication, but the Landlord does, the Deposit will be placed on hold after the third claim attempt pending the Tenant's agreement to Adjudication or a Court Order. in line with section 31.
f. The Lead Tenant can submit an Online Repayment Notification Form specifying how much of the Deposit should be returned to them. There is no limit on the number of claims that can be submitted by the Lead Tenant. Upon receipt of a Tenant Repayment Notification The DPS will write to the Landlord notifying them of the amount claimed by the Tenant. The Landlord will be asked to confirm whether they agree or disagree with the amount claimed by the Tenant and, if they disagree, prompted to submit a new Online Deposit Repayment Form.

**20. Paper Joint Repayment Forms**

a. The completion of a Joint Custodial Deposit Repayment Form can be initiated by either the Landlord or the Tenant.
b. If there is a Dispute the Landlord and Tenant will be able to reconfirm online a breakdown of the total amount in dispute which the Landlord and Tenant believes is due to be paid to him or her. Alternatively, the Landlord and the Tenant may confirm on the paper Joint Custodial Deposit Repayment Form the total amount which is in Dispute. The Parties will also both be required to confirm online or on paper that:
• they each agree that the Dispute be referred to Adjudication in accordance with these Terms and Conditions;
and
• they will be bound by the Decision of the Adjudicator.
c. A failure to provide The DPS with any of the above information will result in the Joint Custodial Deposit Repayment Form being rejected and referred back to the initiating party for resolution.
d. Repayment of all or part of the Deposit will be made either via direct BACS transfer to the Landlord's and/or Tenant(s)' accounts, sterling cheque or a combination of the two methods in accordance with the Joint Custodial Deposit Repayment Form. Cheques can be made payable to either The Landlord/Agent, the named Tenant(s) or a nominated third party, where authorised. Payment can also be made into overseas bank accounts for a fee of £25.89.
e. All payments will be released within 10 calendar days of processing a Joint Custodial Deposit Repayment Form.

**21. Confirmation of Deposit Repayment**

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

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

a. The Single Claim Process is a method of repayment for use if:

i. the Landlord has no current address for the Tenant; or
ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy; or
iii. the Tenant has no current address for the Landlord; or
iv. the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy.
b. The following criteria needs to have been met before the Single Claim Process can be used:
i. at least 14 calendar days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
iv. the claiming Party believes they should be repaid some or all of the Deposit.
v. The amount claimed by the Landlord must be referable to: an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
vi. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy in respect of damage
to the premises subject to the Tenancy, or loss of or damage to property on those premises, other than damage caused by fair wear and tear.

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

a. To use the Single Claim Process, either the Landlord or Tenant who is claiming part or all of the Deposit (the "Claiming Party") must provide The DPS with a Statutory Declaration at least 14 calendar days after the Tenancy has ended.
b. The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0330 303 0030.
c. PLEASE NOTE: the Statutory Declaration must be sworn or affirmed in the presence of a Solicitor/Commissioner for Oaths/ or a Magistrate.
d. The Statutory Declaration must contain the following information:
i. the date on which the Tenancy ended;
ii. confirmation that the Parties have failed to reach agreement with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
iii. the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
iv. confirmation of whether the Statutory Declaration is being made on the basis that;
1. the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or email addresses) which the Claiming Party has for the Other Party; or
2. the Other Party has failed to respond to the Claiming Party's written notice in relation to the distribution of the Deposit. In this case a copy of the written notice sent to the Other Party must be attached.
v. any information the Claiming Party has as to the whereabouts of the Other Party;
vi. confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;
vii. confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and
viii. a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and wilfully makes a false declaration he may be liable to prosecution under Section 6 of the Perjury Act 1911.

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

a. Once The DPS has received a properly completed Statutory Declaration which meets the above requirements, it will issue a Statutory Declaration Notice and a summary of the claim to the Other Party's registered address asking the Other Party to indicate within 14 calendar days of receipt:
i. whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
ii. whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
iii. if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator. The DPS will also, where possible, send notification that a postal Notice has been issued via email or SMS.
b. Unless the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days of issuance (the Statutory Declaration Deadline), indicating their responses to
a.i – iii above, The DPS will release the full amount claimed to the Claiming Party within 10 calendar days of the Statutory Declaration Deadline.

c. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, confirming that he accepts that the whole or part of the amount claimed should be paid to the Claiming Party, such amount will be paid to the Claiming Party within 10 calendar days of The DPS receiving the Statutory Declaration Notice.
d. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, indicating that he does not accept that the Claimant should be paid all or any of the amount claimed, The DPS will inform the Claiming Party that their claim has been rejected wholly or in part and shall provide a summary of the Other Party's Statutory Declaration Notice.
e. The Claiming Party will have 7 calendar days from the issue of the summary of the Other Party's Statutory Declaration Notice to either accept or disagree with the contents of the Other Party's Statutory Declaration Notice and to submit any additional evidence which they wish to be taken into account. The Other Party will also be given 7 days notice that the Dispute will be referred to the Adjudicator and given 7 days to submit any final evidence. If no response is received from the Claiming Party or the Other Party within 7 calendar days of the issuance of the summary of the Other Party's Statutory Declaration Notice, the Dispute will be referred to the Adjudicator in any event.
f. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days but fails to indicate whether he consents to the Dispute being resolved by an Adjudicator, he will be treated as having given his consent for the Dispute to be referred to Adjudication. Both Parties will then be informed that the Dispute has been referred to Adjudication as detailed in (e) above.
g. Upon completion of the steps detailed above, The DPS will forward copies of the
i. the Statutory Declaration;
ii. the Statutory Declaration Notice;
iii. any additional evidence submitted by either Party; to the Adjudicator (see; Adjudication at section 30 below).
h. The DPS will release any undisputed amount to the party or parties concerned.
i. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

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

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

a. The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 22 to 24 above.
b. Once consent to use the ADR Procedure has been received from both Landlord and Tenant, this consent cannot subsequently be withdrawn.
c. In the event that a Landlord or a Tenant does not provide their consent for the Dispute to be resolved through the ADR Procedure, the Dispute must be resolved by the parties or through the courts. If the party who does not provide its consent for the Dispute to be resolved through the ADR Procedure does not start the required court proceedings within 6 months of responding to the repayment claim or Statutory Declaration Notice, indicating that they do not consent to the ADR Procedure, any disputed amount may be released by The DPS to the other party.
d. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.
e. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.
f. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
g. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
h. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and at any stage of the ADR Procedure but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can return the Deposit in accordance with that agreement.
i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
j. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute may be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.
k. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.
l. The Dispute must not be the subject of an existing court action.
m. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:
i. they relate to matters other than the return of the Deposit; and/or
ii. where either Party has indicated their intention to issue legal proceedings in respect of any of the issues involved in the Dispute; and/or

iii. the issues involved have already been determined 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 have already been decided upon or which were previously decided by a similar dispute process, or raise matters which, in the opinion of the adjudicator, exceed the Adjudicator's jurisdiction.
o. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to disputes@depositprotection.com. All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.
p. In the event that a Dispute is in relation to a tenancy that is not an assured shorthold tenancy, The DPS reserves the right to charge a fee of £500 plus VAT or 10% of the Deposit amount, whichever is the greater. Any sum due is payable by the Landlord and, where possible, will be deducted from any amount payable to the Landlord as a result of the Adjudication Decision. If there is no amount payable to the Landlord as a result of the Adjudication Decision, or if the amount payable does not amount to the fee applicable, the
Landlord will be required to separately make payment to The DPS within 14 days of the request for payment.
q. The DPS reserves the right to reject from the ADR Procedure a tenancy that is not an assured shorthold tenancy.

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

a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them or by The DPS, if the Parties wish to use the ADR Procedure they must complete the Joint Custodial Deposit Repayment Form or the Online Repayment Form and submit it to The DPS.
b. If the Joint Custodial Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 31 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.

**27. The ADR Procedure - Paper Joint Custodial Repayment Form**

a. Upon receipt of a duly completed paper Joint Custodial Deposit Repayment Form notifying The DPS of a Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed by the Landlord and received by The DPS within 14 calendar days of the date in which it was issued by The DPS. The DPS will also, where possible, send notification to the Landlord that a Landlord's Evidence Form has been issued, via email or SMS
b. Upon receipt of a duly completed Landlord Evidence Form, The DPS will provide the Tenant with a summary
of Landlord's submitted evidence and a Tenant's Evidence Form. The Tenant's Evidence Form must be fully and properly completed by the Tenant and received by The DPS within 14 calendar days of the date in which it was issued by The DPS. The DPS will also, where possible, send notification that a Tenant's Evidence Form has been issued, via email or SMS.
c. Upon receipt of a duly completed Tenant Evidence Form The DPS will provide the Landlord with a summary of the Tenant's submitted Evidence. The Landlord will have 7 calendar days from the date of issue of the summary of the Tenant's Evidence Form by The DPS to either accept or disagree with the contents of the Tenant's Evidence Form and to submit any additional evidence which they wish to be taken into account. If no response is received from the Landlord within 7 calendar days of the date of issue of the summary of the Tenant's Evidence Form, the Dispute will be referred to the Adjudicator. All additional evidence must be received within this time frame.
d. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Custodial Repayment Form.
e. If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Landlord's instructions contained on the Joint Custodial Repayment Form.

**28. Online Deposit Joint Repayment Form**

a. Upon receipt of a duly completed online Deposit Repayment Form notifying The DPS of a Dispute, The DPS will write to both the Landlord and the Tenant inviting both Parties to submit his or her evidence in relation to the Dispute. The Landlord and Tenant must ensure that The DPS is in receipt of his or her evidence within 14calendar days of the The DPS's invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord or Tenant's intentions
b. If the Landlord or Tenant does not wish to submit any additional evidence in support of his or her claim, the Landlord or Tenant must notify The DPS in writing confirming that they will not be submitting any additional evidence, within 14 calendar days of The DPS's invitation being issued.
c. If, within 14 calendar days of the invitation being issued by The DPS, the Landlord or Tenant fail to submit any evidence, or in the alternative confirm in writing that the Landlord or Tenant has no

additional evidence to submit, The DPS will release the full amount claimed 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 paragraph 28(c) above, The DPS will repay any disputed sum to the Tenant.

**29. The ADR Procedure - Evidence**

a. The Landlord's Evidence should include the following evidence types:
i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
ii. attach the signed check-in inventory and schedule of condition;
iii. attach vacating instructions;
iv. attach the signed check-out inventory and schedule of condition;
v. attach a signed and legally compliant written tenancy agreement
vi. attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates,
invoices and receipts (produced by an independent or third party) and photographs if available;
vii. attach a statement of the rent account, if relevant;
viii. where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
ix. attach any other relevant information including photographs, DVDs, correspondence or receipts. 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; and
x. confirm 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 the following evidence types:
i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
ii. any other relevant information including photographs, DVD's, correspondence or receipts. Any 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.
c. If either Party is unable to provide any of the evidence detailed above, he or she should explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
d. If there is a Lead Tenant he or she must complete the Tenant's Evidence Form on behalf of all Tenants
e. Following receipt of each Parties evidence, The DPS may request additional information or clarification
f. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.

**30. The Adjudication**

a. Upon completion of the steps detailed above, The DPS will forward copies of
i. the Landlord's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
ii. the Tenant's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
iii. any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.
b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.
c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
d. The Adjudicator may:
i. make any necessary enquiries with the parties in respect of issues or queries arising from the evidence presented.
ii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;
iii. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
e. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
f. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
g. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
h. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.
i. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic

transfer in accordance with the details recorded for the relevant Parties in its records.

**31. Court Orders**

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

**32. Liability**

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

**33. Costs**

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

**34. Complaints**

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

**35. Confidentiality**

a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.
b. Despite Section 35(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

**36. General**

a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.
b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:
i. excluding the day of receipt of Forms or documents by The DPS; and
ii. from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
c. Unless correspondence relates to ADR, Single Claim Process, or the repayment of the Deposit, all communications will be sent via 2nd class post. Correspondence related to ADR, Single Claim Process, or the repayment of the deposit will be sent via 1st class post.
d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0030;
e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
f. All Deposits will be held in a designated bank account which The DPS maintains for Parties using the

Scheme.
g. The DPS may from time to time change these Terms and Conditions, any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at www.depositprotection.com. All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The DPS. The DPS Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.
h. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
i. If The DPS relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.
j. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
k. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.
l. The DPS will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.

**37. Governing Law**

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