

Sales & Letting Agents

Lewis Haughton Wills

Assured Shorthold Tenancy Agreement

This Agreement was made on the 12 March 2019 between the Landlord and the Tenant. It is intended that the Tenancy created by this Agreement is for letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996

1. TENANCY AGREEMENT PARTICULARS

1.1. The Parties

1.1.1. Landlord(s) Details

[REDACTED]

The "Landlord" shall include the Landlord's successors in title and assignees. The "Landlord" is the person or entity that would be entitled to possession of the property if the Tenant were not in possession.

1.1.2. Tenant(s) Details

[REDACTED]

The Tenant agrees by signing this Agreement that their contact details may be passed on to third parties including but not limited to referencing companies, utility providers, local authority departments and the appropriate Tenancy deposit protection scheme provider. Please see our privacy policy for full information.

1.1.3. Guarantor(s) Details

[REDACTED]

Matthew Henwell

[REDACTED]



Where the party consists of more than one individual the obligations of this Agreement apply to and are enforceable against all persons Jointly and Severally. Jointly and Severally means that any one individual within the party can be held responsible for the full obligations under this Agreement if the other members do not fulfil their obligations.

1.2. The Agent

The Landlords "Agent" shall mean Lewis Haughton Wills LTD, St Marys House Commercial Road, Penryn, Cornwall, TR10 8AG Tel: 01326 331812 or such other Agents that may be appointed by the Landlord. This Agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988. This Tenancy does not guarantee the Tenant any right to remain in possession of the property after the fixed term subject to a minimum of six months.

1.3. The Property

The property being situated at and being 12 Penarth Road, FALMOUTH, Cornwall, TR11 2NY together with the fixtures, fittings and effects therein and more particularly the items specified within the Inventory and Schedule of Condition signed by the Tenant(s). This Agreement shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.4. The Term

The term shall be for the definite period of 12 months from and including 05/07/2019 to and including 30/06/2020. This term is to include any extension or continuation of the original fixed term or a contractual period Tenancy. If the fixed term is to lapse and the Landlord does not seek possession and Tenant does not issue any written notice then they will be considered, by virtue of Section 5 of the Housing Act 1988, to have a Statutory Periodic Tenancy and will continue until either party ends the Tenancy as prescribed by the Tenancy Agreement.

1.5. The Rent

- 1.5.1. The rent shall be £ [REDACTED] pcm payable in advance. The rent shall be paid in full and clear of any unreasonable or unlawful deductions by standing order payment or other such method as agreed by Landlord and Tenant in writing.
- 1.5.2. The first rental payment of [REDACTED] shall be due on or before 05/07/2019 prior to taking possession of the property. Thereafter the full rental of [REDACTED] shall be due on the 1st of each month, paid in advance
- 1.5.3. No parties can be permitted to collect keys or have access to the property unless the full first month's rent has cleared into the Agents bank account, and the Tenancy Agreement has been fully signed by all named parties.
- 1.5.4. Any overdue rental payments of 14 days or more will be subject to a charge of £60.00 inc VAT unless otherwise agreed in writing between Tenant and Agent. Any person or entity that pays the rent or part of the rent for the property during the Tenancy term shall be deemed to have paid it for and on behalf of the Tenant and the Agent shall be entitled to assume without enquiry.
- 1.5.5. The rent shall be reviewed after the initial fixed term period and thereafter on an annual basis. Should the rent be increased, the Agent or Landlord shall issue Tenants on or before the next rental due date with one months' notice in writing. The rent will not be reduced below the initially agreed figure at any time.
- 1.5.6. It is agreed between Landlord and Tenant that if money is received after one of the conditions which may lead to a claim for possession by the Landlord, acceptance of this money will not create a new Agreement and the Landlord will still be able to pursue the claim for possession.
- 1.5.7. If any Tenant has an overdue rental payment of more than 14 days, it is agreed that the other parties to the Agreement including Tenants or Guarantors will make immediate payment.

1.6. The Deposit

- 1.6.1. The deposit of £ [REDACTED] shall be paid by the Tenant to the Landlord or the Landlord's Agent, neither Landlord nor the Agent shall be paid any interest on the deposit amount. The deposit shall be 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.
- 1.6.2. Once tenants fully vacate the property, including returning all sets of keys, a full Check Out inspection of the property shall be undertaken, and a report supplied to the tenants within 14 working days.
- 1.6.3. The deposit shall be protected under the new Tenancy Deposit Protection rules, and shall be refunded to the Tenant, less any deductions, once full possession of the property has been returned to the Landlord including all sets of keys being returned, both parties agree to the proposed deductions from the deposit and the local authority has confirmed that no clawback for housing benefit is required.
- 1.6.4. In the event that the deposit amount does not cover the lawful total amount of funds, then the Tenant must reimburse the Landlord or the Landlord's Agent the further amount within 14 days of the request being made, or the Landlord may take court action to recoup the funds.
- 1.6.5. The deposit cannot be released without the landlords express written permission.
- 1.6.6. The deposit will be released within 30 days once the following criteria is met
- 1.6.7. Full possession of the property is given to the Landlord or Agent
- 1.6.8. Landlord gives express written permission
- 1.6.9. Both parties confirm acceptance of any proposed deposit deductions

1.7. Rights of Third Parties

- 1.7.1. The parties intend that no clause of this Agreement can be enforced by any third party, other than the Landlords Agent, pursuant to the contracts (Rights of Third Parties) Act 1999

2. LEGAL NOTICES

- 2.1. Under section 47 of the Landlord and Tenant Act 1987 the address is stated to be as on the first page of this Agreement and as under section 48(1) of the Landlord and Tenant Act 1987, written notice is to be sent or given to the address provided.
- 2.2. Any notice by or on behalf of the Landlord shall be deemed to have been served in the following ways
 - 2.2.1. The written notice is left at the property during the Tenancy term or the last known address of the Tenant
 - 2.2.2. The notice is sent by ordinary post in a prepaid envelope which has been properly addressed to the Tenant by name and to the property during the term or the last known address of the Tenant
 - 2.2.3. The written notice has been sent by recorded delivery in a pre-paid letter which has been properly addressed to the Tenant by name and to the property during the term or the last known address of the Tenants
- 2.3. Any notice served by the Tenant shall be deemed as to have been served if it is the following:
 - 2.3.1. The notice is left at the office of the Landlord's Agent during the term of the Tenancy or the last known address of the Landlord
 - 2.3.2. The notice is sent by ordinary post in a prepaid envelope which has been properly addressed to the Landlord by name and posted to the Landlords address or the Agents address during the term
 - 2.3.3. The written notice has been sent by recorded delivery in a pre-paid letter which has been properly addressed to the Landlord by name and to the Landlords address or the Agents address during the term
- 2.4. If notice is left at the property or at the Agents office, then notice is deemed to be served on the day it was left.
- 2.5. If notice is sent by post then notice shall be deemed to have been served 48 hours after it was posted
- 2.6. If the relevant local authority gives notice or makes an order in respect to the property, which the Tenant received, then the Tenant must supply the full details to the Landlords Agent promptly and

- as soon as reasonably possible and practical. The Tenants must take all reasonable steps to comply with the notice or order having first consulted the Agent and the Landlord. If the notice or order falls within the Landlords obligations, then the Landlord must comply with the notice or order
- 2.7. If the Tenant intends to vacate at the end of the fixed term contract or any later date, then he agrees to give the Landlord at least one month's prior written notice to be received by the Landlord or Agent on or before the next rental due date. Written notice will take effect from the rental due date for the Tenancy to expire the day before the next rent is due.
 - 2.8. If the Landlord requires possession at the end of the fixed term or at a later date, he agrees to give the Tenant at least two months' notice in writing on or before the rental due date.

3. LEGAL POSSESSION

- 3.1. Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the Tenancy by obtaining courts order if:
 - 3.1.1. The rent or any part of the rent 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 ground as provided under Scheduled 2 of the Housing Act 1988 which may apply
 - 3.1.4. A notice is served under Section 21 of the Housing Act 1988 which gives the Landlord the right to end an Assured Shorthold Tenancy Agreement without any specific reason, although only after the fixed term has ended or in operation of a break clause.
 - 3.1.5. Tenants who are unsure of their rights should seek the appropriate legal advice

4. TENANTS OBLIGATIONS

4.1. Payments

- 4.1.1. To pay the rent on the day and in the manner specified within this Agreement
- 4.1.2. It is the Tenant's responsibility to notify all relevant parties and utility providers at the start of their Tenancy to set up their accounts, and to notify all relevant parties and utility companies and pay all final accounts at the lawful end of the Tenancy.
- 4.1.3. To pay the charges based on the length of the Tenancy including water and sewerage charges, rates for gas, electricity, oil or solid fuel consumed on the property and all charges for the telephone including Broadband during the term of this Agreement, unless otherwise stated in Section 9 of this Agreement. If the Landlord is held responsible for any payment of these bills which relate to the period of the Tenancy, then the Tenant agrees to fully refund to the Landlord the amount owed.
- 4.1.4. To pay for any reconnection of gas, water, electricity or telephone/broadband if the disconnection results from any act or omission of the Tenant or Tenants Agents.
- 4.1.5. Tenants are responsible to provide all necessary information to the Council Tax department of the local council. Tenants will be liable for any charges or costs from failure to do so. Any tenants that are exempt from council tax for any reason, will become liable for the council tax if their personal circumstances change.
- 4.1.6. To pay the Council Tax or any replacement council tax in respect of the property for the term of this Agreement unless the Tenancy is lawfully terminated.
- 4.1.7. To pay the reasonable costs of £12.00 Inc. VAT for each letter the Agent or Landlord, acting reasonably, must send to the Tenant concerning breaches of this Agreement, including arrears.
- 4.1.8. To pay an administration charge of £12.00 Inc. VAT to the Landlord's Agent or the Landlord for any payment presented to the Landlord's Agent's bank or Landlord's bank which is returned, refused or bounced by the bank for any reason. This will be chargeable for each instance that a payment fails.
- 4.1.9. To pay for the entire invoices and costs of any contractors that the Tenant arranges without having prior consent from the Landlord or Landlords Agent unless acting reasonably and within the law to effect emergency repairs for which the Landlord is liable
- 4.1.10. To pay all costs for replacing locks or having keys cut if any keys are not returned at the lawful end of the Tenancy or keys are lost during the Tenancy.
- 4.1.11. To pay any excess on the Landlords insurance if the claim results from the Tenant or Tenant's visitor's negligence, misuse or failure to act reasonably.
- 4.1.12. To pay for the removal of all vermin, pests and insects if infestation begins during the Term

- unless such infestation was a direct failure of the Landlord to fulfil his repairing obligations.
- 4.1.13. To pay any contractor invoices that relate to a repair or inspection that is proven to be caused by the Tenant. This will relate to drains being blocked by the Tenants waste or other situations where the Tenants have caused the problem. This will also relate to appliance repairs.
 - 4.1.14. The Tenants agree to pay for all television licensing fees and associated television fees during the full term of the Tenancy and agree to reimburse the Landlord if any fines or charges are incurred for not carrying out this obligation.
 - 4.1.15. The Tenant agrees to maintain and pay for all costs relating to a septic tank at the property, if applicable, including having the tank emptied within the last two weeks of the Tenancy term and provide a receipt
 - 4.1.16. To pay the costs of any court judgement which relates to any breach of Tenancy or gaining possession of the property.

4.2. Repairs to the Property

- 4.2.1. The Tenant agrees to keep the property including all fixtures and fittings, Landlords machinery, electrical items and furnishings clean and tidy and in good and tenable condition, repair and decorative order. Reasonable wear and tear, items for which the Landlord is responsible and damage for which the Landlord has agreed to insure is accepted.
- 4.2.2. The Tenant agrees not to permit waste, injury or damage to the property or to make any alteration or addition to the property or the style and colour of the decoration without written permission from the Landlord.
- 4.2.3. The Tenant must notify the Landlord of any wet rot, dry rot, or infestation by wood boring insects as soon as reasonably possible
- 4.2.4. Tenants agree to promptly replace any broken glass caused by the Tenant or Tenant's visitors or friends
- 4.2.5. The Tenant agrees to be responsible and to undertake promptly any repairs for which the Tenant is liable following written notice being served by the Landlord or the Landlord's Agent. If the works are not carried out then the Landlord may after issuing correct written notice enter the property, with or without others, to affect those repairs and the Tenant shall pay the costs on demand.
- 4.2.6. If the property has a chimney or chimneys that are used for solid fuel and the Tenant uses this facility then the Tenant agrees to get the chimney swept as often as is needed and within the two weeks before the Tenancy expires, providing the Landlord with a copy of receipt to illustrate the works being completed
- 4.2.7. The Tenant must promptly report any defect, damage or want of repair in the property other than such the Tenant is liable to repair directly to the Landlord if managed directly by them as soon as reasonably possible. If the property is managed by Lewis Haughton Wills Ltd maintenance must be reported in the first instance through our maintenance reporting app, which can be found at <https://lewis-haughton-wills.fixflo.com>, unless the issue is an emergency, in which case should be reported directly to the Agent via telephone.
- 4.2.8. If a Tenant uses the emergency out of hours number, in the case where it is not a genuine emergency a call out charge of £18.00 inc VAT may be implemented.
- 4.2.9. Loss of keys or misplacement of keys shall not be deemed an emergency, if the Agent is required to attend out of hours to gain access to a property a call out charge of £60.00 inc VAT is applicable.
- 4.2.10. The Tenant agrees to promptly notify the Landlord of any loss, damage, or occurrence which may give rise to a claim under the Landlord's insurance policy, failure to do so may result in the Tenant being liable for the loss or damage.
- 4.2.11. The Tenant, where applicable to do so, agrees to co-operate in the making of a claim against the Landlord's insurance, this will include giving access to assessors, contractors and the Landlord amongst other duties
- 4.2.12. The Tenant agrees to not cause or reasonably permit any blockage of the drains, pipes, gutters and channels in or about the property. This will include Tenants being responsible for putting fat down the sink, failure to remove hair from plug holes and flushing inappropriate items down the toilet, the Tenant shall be liable for any costs to repair or amend any damage caused

4.3. The Property

- 4.3.1. The Tenant agrees to promptly notify the Landlord of any notices, proceedings or letters

- relating to the Landlord which the Tenant has received
- 4.3.2. The Tenant agrees to use the property as any good Tenant would, acting in a Tenantable manner during the Tenancy term.
 - 4.3.3. The Tenant agrees to not remove any of the Landlord's fixtures, fittings or furnishings unless the Tenant has obtained the Landlord's written permission. The Tenant may be held liable for the cost of any items removed without express permission.
 - 4.3.4. Tenant agrees to clean the windows externally and internally as often as necessary and in the last two weeks of the Tenancy
 - 4.3.5. The Tenant agrees not to assign, sub-let, or share possession of the whole or any part of the property without the Landlord's express written consent
 - 4.3.6. Tenants agree not to permit any visitor or friend to stay for a longer period of more than 28 consecutive or non-consecutive days
 - 4.3.7. Tenants will allow the Landlord or his Agents or others to enter the property after they have given 24 hours written notice and if it is at a reasonable hour of the day
 - 4.3.8. The Landlord, Agent or others will be permitted to enter the property with reasonable written notice to view the state and condition of the property and execute repairs and other works upon the property or other surrounding properties
 - 4.3.9. The Landlord or Landlord's representatives can access the property without express prior notice for emergency repairs and if the property is classed as a HMO as per The Management of Houses In Multiple Occupation (England) Regulations 2006 where applicable.
 - 4.3.10. The Tenant agrees that with their knowledge the Landlord can place the property on the sales market at any time during the Tenancy, a sales board can be erected, and prospective purchasers can be shown the property at a reasonable time and if legal notice is given for access.
 - 4.3.11. The Tenant agrees to allow the Agent or Landlord access after notice to end the Tenancy has been issued by either party to remarket the property for lettings purposes and to erect a lettings board at the property. The Tenant shall allow prospective Tenants to view the property with the Agent or Landlord if reasonable notice for access has been issued
 - 4.3.12. Where legal notice for access has been issued the Tenant agrees that the Agent, Landlord or others can access the property using the management set of keys to gain access where the Tenant is unable to provide supervised access. Except in cases of emergency where access shall be immediate
 - 4.3.13. The Tenant agrees not to add any antenna, aerial, or satellite dish to the building without the Landlord's consent in writing which will not be unreasonably withheld
 - 4.3.14. The Tenant agrees not to change or install new locks to any doors within the property and will not cut any additional keys without the Landlord's written permission. All keys are to be returned to the property at the end of the Tenancy. If permission is granted to change or fit additional locks to the property, it is agreed that the Tenant shall provide the Agent or Landlord with a management key as soon as reasonably possible. Tenants will be liable for any costs for replacement keys or lock changes if keys are not returned or lost.
 - 4.3.15. Tenants must ensure the property is secured at all times, locking doors and windows and activating alarm systems where necessary
 - 4.3.16. The Tenant agrees to keep the property sufficiently ventilated and warmed at all times to avoid build-up of condensation and prevent mildew growth within the property, this will also protect it from frost during winter. The Tenant also agrees not to block any ventilators provided at the property. If the Tenant does not ventilate or warm the property sufficiently then they may be held liable for any subsequent damage caused.
 - 4.3.17. The Tenant agrees to report any brown or sooty build up around the gas appliances or any suspected faults with any gas appliances as soon as reasonably practical.
 - 4.3.18. Tenants will not use any gas appliances that have been declared unsafe by any Gas Safe Engineer or any that have been disconnected from the supply
 - 4.3.19. Tenants will not use any oil stove, paraffin heater, or other portable fuel burning appliance or other appliance against the terms of the Agreement except that has been provided by the Landlord. Further the Tenants shall not store any unsafe or flammable substances in or around the property
 - 4.3.20. Tenant agrees not to keep any motorcycles, cycles or other vehicles inside the property and only in a defined outside area or garage
 - 4.3.21. Tenants agree to perform and observe all valid obligations of any head lease or covenant of the property and will indemnify to the Landlord any reasonable costs resulting from all claims, damages, costs and charges whatsoever in relation to a breach. The leasehold regulations if applicable will be found in the special Agreements section 9 of this document
 - 4.3.22. Tenant shall not keep any vehicle at the property without a valid road fund licence including commercial vehicles, boats, caravans, or trailers unless otherwise expressly permitted by the

Landlord in writing.

- 4.3.23. The Tenant agrees to not affix any notice, sign, poster or other thing to the internal or exterior of the property in such a way that it shall cause damage. Tenants shall be liable to pay for the cost of any damage.
- 4.3.24. Tenant agrees not to prop open any fire doors in the property except if the property benefits from a built-in system that closes the doors in the event of a fire. Tenants are not to disable or impair any such system.
- 4.3.25. Tenants shall not keep any such cat, or dog at the property. Tenants are not to keep any other pet, animal, bird, reptile, fish, insects or the like at the property without the expressed consent of the Landlord in writing
- 4.3.26. Tenants are not to allow any children to live at the property without the Landlord's consent which will not be unreasonably withheld
- 4.3.27. The Tenants agree to keep the garden and grounds properly clear of rubbish and stored items. Tenants are not to alter the character or layout of the gardens without the Landlord's consent
- 4.3.28. Tenants are not to form an obstruction in any common part of the building including stairways and hallways. The Landlords and Agent reserve the right to remove such obstruction and the cost shall be the liability of the Tenant
- 4.3.29. Tenants are strictly not permitted to smoke or allow any other person to smoke within the property
- 4.3.30. Tenants agree to be responsible to replace and maintain any light bulbs, spotlights, fuses or florescent lights within the property and will ensure all bulbs and fuses are working before returning possession of the property back to the Landlord
- 4.3.31. The Tenant agrees not to hang pictures, photos, posters, frames or any other fixture to the walls, ceilings or woodwork unless permission has been granted by the Landlord or the Landlords Agent. If permission is granted then the Tenant must remove the items upon vacation and return the walls, ceilings and woodwork back to the original condition
- 4.3.32. Tenants are not permitted to have naked flames within the property including candles or joss sticks, as they are a potential fire hazard.
- 4.3.33. The tenants are responsible to ensure that refuse is put out on the correct refuse day and in an appropriate receptacle. Tenants are responsible for any rubbish that is attacked by vermin, seagulls or other pests and any rubbish must be cleared up immediately.
- 4.3.34. If the property has oil fired central heating, tenants are liable to keep the tank filled and upon vacation the tank must have as a minimum the same level of oil as provided at the start of the Tenancy and detailed in the Inventory and Scheduled of Condition.
- 4.3.35. If the property has LPG Gas bottles, tenants are liable at the end of the Tenancy to ensure that they leave the same amount of full gas bottles as provided at the start of the Tenancy as detailed in the Inventory and Scheduled of Condition.
- 4.3.36. Tenants are to check and sign their Inventory and Scheduled of Condition no later than 7 days after receipt. Failure to do so will mean that the tenants take the document as read with no alternations.

4.4. General Matters

- 4.4.1. Tenants are not permitted to make or allow any noise or play any radio, television or other equipment in or about the property between the hours of 10pm and 7am as to be an audible nuisance outside the property
- 4.4.2. Tenants are not to carry on any trade or profession upon the property nor receive paying guests; they are only to use the property as a private residence for the occupancy of the Tenants named on this Agreement.
- 4.4.3. Tenants are not to allow or permit any behaviour within or around the property that may cause a nuisance to any person residing, visiting, or engaging in lawful activity in the locality. This includes the behaviour or family, visitors and friends of the Tenant. All parties to the Agreement are responsible for any damages, or issues caused by visitors permitted onto the property.
- 4.4.4. Tenants are not to use or allow the property to be used for any illegal or immoral purpose, please note that unauthorised taking of illegal substances or controlled drugs is illegal for the purpose of this Agreement
- 4.4.5. The Tenant will forward any correspondence addressed to the Landlord and other notices affecting the Landlord to the Landlord's Agent without delay
- 4.4.6. Tenants agree to use this residence as their principle residence and any change in status should be immediately reported to the Landlord's Agent and a new Tenancy shall be drawn up if necessary

- 4.4.7. The Tenant is not to leave the property empty for longer than 28 days consecutively without supplying the Landlord and Agent with reasonable notice
- 4.4.8. It is the Tenant's responsibility to check the provided Inventory and Schedule of Condition report for any errors or discrepancies to the Landlord's Agent within 7 days of receiving the inventory document. If the document is not signed by any party the Tenant accepts the Inventory and Scheduled of Condition as written.
- 4.4.9. The Tenant is not to change any utility supplier without the approval and permission of the Landlord or Landlord's Agent. If approval is given, then the Tenant agrees that all information about the new supplier and property reference number shall be provided to the Landlord or Landlord's Agent
- 4.4.10. The Tenant is not to change the telephone number at the property without the Landlord's consent
- 4.4.11. Tenants are to maintain (including changing the batteries) the internal smoke alarms if battery operated and are not in any circumstances to disable the alarm system or alter the operation of the system. Tenants will be liable for any costs incurred by interfering with any fire systems, this includes costs to reinstall, repair or any fines incurred by third parties.
- 4.4.12. Tenants are not permitted to change or alter the operation code for the burglar alarm and the Tenant is responsible in maintaining this system if applicable
- 4.4.13. The Tenant is not permitted to smoke within the property and Tenants are not to allow friends, family or visitors to smoke within the property
- 4.4.14. If a Tenant is to bring to the property a gas appliance, then they can only do so with the express written permission of the Landlord. If permission is granted, then it must be installed by a qualified Gas Safe Engineer and installation safety certificate provided to the Landlord or Agent for their records. If this cannot be provided, then the item must be removed from the property by a qualified contractor and at the Tenant's expense

4.5. Insurance

- 4.5.1. Tenants are responsible for insuring their own personal items within the property, and any accidental damage to the Landlord items within the property. The Landlord shall not provide any insurance that will cover a Tenant's belongings.
- 4.5.2. The Landlord must insure the building and the included fixtures and fittings; however, the Tenant may be liable for damages or loss if they caused damage or loss to the Landlord's property.

4.6. End of the Tenancy

- 4.6.1. The Tenants agree to return possession of the property in the same good clean state and condition as it was at the beginning of the Tenancy 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 the Tenancy. Reasonable wear and tear and damage for which the Landlord has agreed to insure excepted
- 4.6.2. The property will be provided to the Tenants in a clean and tenantable condition, the property, carpets and oven and will need to be returned in the same condition. If Tenants have the property professionally cleaned before vacation they must supply the Landlord or Agent with copy receipts.
- 4.6.3. Tenant agrees to return all keys for the property to the Landlord's Agent by 5pm on the last day of the Tenancy or sooner by agreement. Not returning the keys by this time may result in the Tenant still being liable for rent until the keys are returned
- 4.6.4. The Tenants agree to pay to get all linen, blankets, bedding, carpets, and curtains provided by the Landlord professionally cleaned if soiled during the Tenancy
- 4.6.5. Tenants will leave the oven in the same cleanliness as stated in the Inventory and Schedule of Condition
- 4.6.6. Tenants will leave all fixtures, fittings and furnishings in the same rooms and places in which they were at the start of the Tenancy. If any items are found to be removed or damaged, then the Tenant shall compensate the Landlord or replace the items with similar. Furthermore, if additional items are found within the property, that were not on the signed Inventory then the Tenant shall bear the cost of removing these items
- 4.6.7. Tenants agree to remove all refuse and rubbish from the property upon vacation
- 4.6.8. The Tenant will provide the Landlords Agent with full forwarding addresses and contact details upon vacation to ensure ease of communication regarding the deposit and gives permission to the Agent to pass these details to any interested third parties such as utility companies or the

local authority. Please see our privacy policy.

- 4.6.9. If at any time during the Tenancy the Tenant shall die or become incapacitated which leads to the Tenant being unable to reside at the property, then the Tenant or his representative (next of kin) shall take over the Tenancy and have right to terminate the Tenancy by giving the Landlord or his Agent one months' notice in writing
- 4.6.10. Strictly with the Landlords or Agents written prior consent subject to strict conditions the Tenant may be allowed to surrender the Tenancy before the lawful end date.
- 4.6.11. A party can only be released from the Tenancy if there is express permission from the Landlord. If permission is granted the tenant will be liable until a new suitable Tenant can be found. The tenant will be liable for a cancellation cost of £300.00 inc VAT.

5. LANDLORDS OBLIGATIONS

5.1. The Landlord Agrees the Following

- 5.1.1. The Landlord will pay all assessments and outgoings in respect of the property, except for those which are the responsibility of the Tenant as outlined in this Agreement
- 5.1.2. The Landlord agrees 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 of the Landlord.
- 5.1.3. The Landlord agrees to repay to the Tenant any rent paid for any period whilst the property was inhabitable by fire or other risk. The term inhabitable shall have the same meaning as is placed upon it by the Landlord's insurer or lost adjuster.
- 5.1.4. The Landlord agrees that he is the sole owner of the leasehold or freehold interest in the property and that all necessary consents to allow him into enter in this Agreement have been obtained in writing
- 5.1.5. The Landlord agrees to maintain a comprehensive insurance policy with a reputable company to cover the building, and all fixtures and fittings, carpets, furniture and effects but not including the Tenant's belongings
- 5.1.6. The Landlord will not be responsible for any loss or inconvenience caused by 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 Landlord's part
- 5.1.7. The Landlord agrees to supply the Tenant with a copy of any freehold or head lease conditions affecting the behaviour of the Tenant.
- 5.1.8. The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985 which are quoted below:
 - 5.1.8.1. To keep in repair the structure and exterior of the property including drains, gutters and external pipes
 - 5.1.8.2. To keep in repair and proper working order installations in the property for the supply of water, gas and electricity and for sanitation and for appliances for making use of the water supply
 - 5.1.8.3. To keep in good repair and properly working order the installations within the property for space heating and heating water
- 5.1.9. The Landlord agrees to take all reasonable steps to ensure the property's domestic gas and electrical appliances are safe and in proper working order at the time of this Tenancy to comply with all Landlord's safety obligations under the relevant legislation
- 5.1.10. The Landlord agrees to comply with all up to date legislation in relation to Health and Safety, HMO regulations and any other legislation directly effecting rented properties.

6. TENANCY DEPOSIT SCHEME PRESCRIBED INFORMATION

- 6.1. The contact details of the scheme are as follows

The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Tel: 08707 071707

Web: www.depositprotection.com

- 6.2. Please see the website for any information provided by the scheme
- 6.3. The deposit will only be repaid at the end of the Tenancy when the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service or the order of a court
- 6.4. if either party is not contactable at the end of the Tenancy then the other may use a "Statutory Declaration" procedure listed for single claims in Schedule 10 of the Housing Act 2004 as amended
- 6.5. If an Agreement cannot be sought between Landlord and Tenant with regards to the deposit, then they may either apply to the Deposit Protection Service for a free alternative dispute resolution service or seek a county order for a judgement on their claim. The Deposit Protection Service offers a free dispute resolution for deposits held by them. The service is provided by the Chartered Institution of Arbitrators.
- 6.6. The amount of the deposit is as stated in clause 1.6.1
- 6.7. Both Agent and Tenants are required to action the deposit release via the DPS, where there is more than one tenant, it will be the responsibility of the lead tenant to action the release. The lead tenant unless expressly requested will be the first tenant named on the Tenancy. If any details change tenants are required to notify the Landlord or Agent and the DPS immediately. Failure to do so may delay the return of deposit monies at the end of the Tenancy.
- 6.8. The tenants are required to create their own account via the Deposit Protection Service website, and use these login details at the end of the Tenancy to process their deposit.

7. HOUSING BENEFIT

- 7.1. The Tenant authorises the Local Authority or Rent Service to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the property.
- 7.2. The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this Tenancy, either before or after the Tenant has vacated the property where this creates a shortfall in the money owed to the Landlord

8. THE GUARANTOR AGREEMENT

- 8.1. The Guarantor agrees to pay the Landlord and the Landlords Agent for any reasonable losses suffered because of the Tenant failing to fulfil any of the obligations under this Agreement or for failing to pay rents or other monies lawfully due
- 8.2. 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 of the Tenancy and until vacant possession is given to the Landlord
- 8.3. The Guarantor agrees to make payments lawfully due under clauses 8.1 and 8.2 even after the Tenant has returned possession of the property to the Landlord
- 8.4. The Guarantor agrees to make rental payments immediately if the payment is more than 14 days overdue and to pay any late payment charges that have been incurred.
- 8.5. The Guarantor shall also be responsible for any rental increases that are implemented during the full term of the Tenancy Agreement.
- 8.6. The Guarantor will be jointly and severally liable with the Tenant and this means that all named parties to the Tenancy are responsible for complying with the Tenant's obligations
- 8.7. The Guarantor is unable to revoke his responsibilities as Guarantor until the Tenancy has come to a lawful end. The Agreement will not be rendered unenforceable by the Guarantor's death or bankruptcy

9. ONE UTILITY BILL

- 9.1. Tenants agree to pay £[REDACTED] per person per month for their chosen utility package One Utility Bill Standard Package. This includes the following services Gas, Electricity, Water, Sewerage, Television License and Broadband. This amount is due to Lewis Haughton Wills Ltd and payable under the same terms as the Rent.

- 9.2. The first One Utility Payment of [REDACTED] per person per month shall be due on or before 05/07/2019 prior to taking possession of the property. Thereafter the One Utility Payment shall be due on the of each month, paid in advance.
- 9.3. No parties can be permitted to collect keys or have access to the property unless the full first months' rent and One Utility Payment has cleared into the Agents bank account, and the Tenancy Agreement has been fully signed by all named parties.
- 9.4. Any overdue One Utility Payments of 14 days or more will be subject to a charge of £20.00 inc VAT unless otherwise agreed in writing between Tenant and Agent. Any person or entity that pays the One Utility Payment or part of the One Utility Payment for the property during the Tenancy term shall be deemed to have paid it for and on behalf of the Tenant and the Agent shall be entitled to assume without enquiry.
- 9.5. If any Tenant has an overdue rental payment of more than 14 days, it is agreed that the other parties to the Agreement including Tenants or Guarantors will make immediate payment.
- 9.6. One Utility Bill payments are subject to the fair usage policy please see attached
- 9.7. Tenants agree to submit meter readings to monitor usage during the Tenancy as requested by either, One Utility Bill, Lewis Haughton Wills Ltd or the Landlord.

10. SPECIAL CONDITIONS

- 10.1. NONE.

Signature(s) of Landlord or Landlords Agent on behalf of the Landlord

c/o Lewis Houghton Wills - [Redacted]

Tenant Signature

[Redacted]

DocuSigned by:
[Redacted]
0893BC06C46A492

Tenant Signature

[Redacted]

DocuSigned by:
[Redacted]

Tenant Signature

[Redacted]

DocuSigned by:
[Redacted]
381A1D70E5F1476

Tenant Signature

[Redacted]

DocuSigned by:
[Redacted]
9FC668E88A3D46E

Guarantor Signature

[Redacted]

DocuSigned by:
[Redacted]
11395DDE752E41C

Guarantor Signature

[Redacted]

DocuSigned by:
[Redacted]
D60698203043434

Guarantor Signature

[Redacted]

DocuSigned by:
[Redacted]
11395DDE752E41C

Guarantor Signature

[Redacted]

DocuSigned by:
[Redacted]
F580387B5B1947D

Prescribed Information Relating to Tenancy Deposit

Landlord

Name [Redacted]

3 [Redacted]

Landlord Agent

Address: Lewis Haughton Wills LTD

St Mary's House

Commercial Road

Penryn

TR10 8AG

Telephone Number 01326 331812

Email lettings@lewishaughtonwills.com

Tenant(s)

[Redacted]

[Redacted]

Third party Making Payment

Name

Address

Telephone Number

.....

.....

.....

Deposit Protection Service

Deposit [Redacted]

Circumstances when all or part of your deposit will be retained:

Refer to clauses of Tenancy Agreement

Documentation explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant, available to download from http://www.depositprotection.com/Documents/scheme_rules.pdf, and details the

following:

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is

safeguarding your tenancy deposit being:

The Deposit Protection Service (The DPS)

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Phone 0870 7071707

Email enquiries@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.

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

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

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.

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.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief.

The Tenant has been given the opportunity to examine this information and to confirm by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

The Tenant confirms by signing this document that the Landlord confirms that the information contained is accurate to the best of the Landlord's knowledge and belief.

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 Custodial Terms and Conditions

In order to use our Custodial scheme, you will need to read and accept these terms and conditions (the "Terms and Conditions").

Please see below some definitions and explanations of the terms we use frequently throughout this document.

1. Definitions and Explanations of commonly used terms

Adjudication

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

Adjudicator

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

Assured Shorthold Tenancy

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

Calendar Day

A Calendar Day is any day of the week.

Custodial Scheme (or Scheme)

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

Customer Service Centre

This is our telephone contact centre. You can contact the Customer Service Centre on 0330 303 0030 between 8am and 6.30pm on Working Days. Our Customer Service Centre closes on bank holidays in England and Wales. Please check the homepage of our website for details.

Decision

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

Deposit

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

Deposit ID

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

Dispute

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

Dispute Resolution Service

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

Form(s)

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

Initial Requirements

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

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

Joint Tenancy

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

Joint Tenants

The Tenants in a Joint Tenancy.

Landlord

This means a Landlord of a Tenancy. For the purposes of these Terms and Conditions, the term Landlord includes a

Letting Agent or Organisation, where applicable.

Landlord ID

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

Letting Agent

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

Nominated Tenant

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

Organisation

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

Parties

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

Prescribed Information

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

Property

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

Relevant Person

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

SMS

Means short message service otherwise known as text messaging service.

Statutory Declaration

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

Statutory Declaration Notice

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

Statutory Declaration Process

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

Tenancy

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

Tenancy Agreement

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

Tenant

This is the Tenant of a Tenancy.

The Department for Communities and Local Government ('DCLG')

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

The Deposit Protection Service ('The DPS')

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

Transfer

A Transfer can be:

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

Working Day

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

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

2. Information about the Scheme for you

a. These are our Terms and Conditions which govern how we provide the Scheme. From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.

b. The ways you can contact us are set out in section 4 "Ways to Contact us".

c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".

d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.

e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.

f. Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

3. How our Custodial Scheme works

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

a. After taking a Deposit from a Tenant, the Landlord must protect the Deposit within 30 Calendar Days of receiving it in order to avoid the consequences set out in the Housing Act 2004. We will accept Deposits submitted after 30 Calendar Days.

b. Once we have protected a Deposit, we will send confirmation to the Landlord, the Tenant and any Relevant Person (see section 12 for details about what we send). The Landlord must also give the Prescribed Information to the Tenant. Landlords can print a Prescribed Information form which is pre-populated with the information they have entered into the Landlord's online account at www.depositprotection.com. The Landlord will need to provide additional information to complete the Prescribed Information.

c. At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:

i. the amount of the Deposit that should be repaid to the Landlord with reasons; and

ii. the amount of the Deposit that should be repaid to the Tenant with reasons.

d. If the Landlord and the Tenant agree, we will pay out the amount the Landlord and Tenant agree should be repaid to each of them as detailed on the repayment Form or online submission.

e. If there is a Dispute regarding the repayment of part or all of the Deposit, it will be referred to our Dispute Resolution Service, unless we are instructed otherwise in writing.

f. If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be suspended until we are notified that both Parties do wish to use the Dispute Resolution Service, or we are informed that the Parties have reached agreement as to distribution of the Deposit, or we are presented with a court order relating to repayment of the Deposit in accordance with section 24.

g. The Landlord or Tenant may follow the Statutory Declaration Process if they have no current address for the other Party or if the other Party fails to respond to a written notice from the claiming Party claiming some or all of the Deposit within 14 Calendar Days of the date of the notice.

4. Ways to contact us

a. The Online Service

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

ii. Parties can also communicate with us by completing an online enquiry form available through the Frequently Asked Questions section of our website at www.depositprotection.com.

iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.

iv. Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.

b. Customer Service Centre

The Customer Service Centre is available to:

i. help Landlords, Letting Agents and Tenants to use the Scheme;

ii. process requests for Forms;

iii. manage new registrations of Landlords and Letting Agents; and

iv. process requests for repayment and responses.

We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.

c. Paper Based Service

i. If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.

ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party.

We cannot accept photocopied or altered Forms.

5. How to create an account

I. Landlords

a. When a Landlord creates an account with us, all information provided must be up-to-date and correct.

b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:

i. the Landlord's first name, surname and title;

ii. the Landlord's contact address including the town, country and postcode;

iii. at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and

iv. a valid email address for the Landlord (if creating an account online).

c. Letting Agents and Organisations must provide the following mandatory pieces of information:

i. the full name and title of the Letting Agent or Organisation's primary contact;

ii. the full name or company name of the Letting Agent or Organisation;

iii. the contact address of the Letting Agent or Organisation;

iv. at least one contact telephone number for the Letting Agent or Organisation; and

v. a valid email address for the Letting Agent.

d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0030.

e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.

f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.

g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.

h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.

i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.

j. Landlords must enter their registered email address and password for the following:

i. to log into their online account;

ii. to access all the information we store that relates to them;

iii. to update any such data;

iv. to pay a new Deposit to us;

v. to perform any actions during a Tenancy;

vi. to manage their Deposits; and

vii. to instigate the Deposit repayment process.

k. All Landlords who create an account through the Customer Service Centre will be provided with:

i. their unique Landlord ID. This will be provided over the telephone and confirmed in writing; and

ii. a written copy of these Terms and Conditions, which will be sent within 3 Working Days of registration. On receipt of these Terms and Conditions Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service.

II. Tenants

a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.

b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.

c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.

d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.

e. Tenants must enter their registered email address and password for the following:

i. to log in to their online account;

ii. to access all the information we store that relates to them;

iii. to update any such data; and

iv. to instigate the Deposit repayment process.

6. Adding a Property

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

7. Creating a Tenancy

a. Landlords can create a Tenancy in their online account before submitting any Deposits.

b. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).

8. Joint Tenancies and Third Parties (Nominated Tenant)

a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:

i. the Deposit repayment process;

ii. any Statutory Declaration;

iii. the provision of Tenant's evidence; or

iv. any other relevant Form or submission.

b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.

c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.

d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.

e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:

i. complete the Deposit Submission Form;

ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and

iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.

f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.

g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).

h. If no Joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

9. Initial Requirements

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

10. Deposit Submission

a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at www.depositprotection.com or with a Cheque Deposit Submission Form sent to us by post.

b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.

c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.

d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy.

e. If Landlords create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.

11. Payment options

a. The Landlord must ensure that they pay the correct amount of Deposit to us.

b. Deposits can be paid to us by bank transfer, debit card or cheque.

I. Bank Transfers

a. Bank transfer payments can only be used for online custodial Deposit submissions and must be made using our 6 digit sort code and the Landlord's unique 8 digit account number which will be displayed when a Landlord opts to pay by Bank transfer in their online account. Landlords must add a reference number to the payment.

b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we

are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.

c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected.

d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0030 or by completing an online enquiry form, available on www.depositprotection.com.

II. Debit card payments

a. Debit card payments can only be used for online custodial Deposit submissions.

b. If a Landlord wishes to pay by debit card, they must select this option on the payment page following creation of the Deposit in the online system.

c. We use Worldpay to process debit card payments.

d. When a Landlord pays by debit card their details are sent to Worldpay in order to process payment.

e. We do not store Debit Card details.

f. Confirmation that a successful card transaction has taken place will be provided to the Landlord in real time.

g. We will provide confirmation to the Landlord when the payment clears, by email within 5 Calendar Days of processing the debit card payment.

III. Cheque payments

a. Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 36 of these Terms and Conditions.

b. The online service will generate the Cheque Deposit Submission Form when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Cheque Deposit Submission Form.

c. Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.

d. All cheques must be made payable to The Deposit Protection Service, be dated within the past 3 months of the date of processing, be signed by an authorised signatory of the account and be drawn in pounds Sterling on a UK bank account. Words and figures must match and be equal to the full amount of the Deposit as stated on the Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Tenancy.

e. If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.

f. Accepted cheques will be banked within 1 Working Day

of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.

g. In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.89 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits from that Landlord for that Tenancy.

12. What happens after the Deposit has been protected?

a. We will send confirmation to:

i. the Landlord's registered address or the Landlord's registered email address;

ii. all Tenants' registered email addresses. We will also send a link to Tenants to activate their online account if they have not done so already. If we do not know the Tenants' email addresses, we will send confirmation by post to the Property. If we do not know the Tenants' email addresses and the Deposit has been paid more than 14 Calendar Days before the start date of the Tenancy, we will send confirmation to the Property in time for the Tenancy start date; and

iii. any Relevant Person registered on the Deposit.

b. Tenants will be able to use their email address and password to log in to the online service and view the Deposit, Tenancy details and other information we hold regarding the Tenancy.

c. If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.

13. Making changes to your account

a. Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.

b. Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.

I. Changing the Landlord of a Tenancy

a. If the Landlord changes, the outgoing Landlord must tell us about it. They can do this by emailing contactus@depositprotection.com with the details. We will not register a change of Landlord unless the incoming Landlord has an account with us and has a valid Landlord ID.

b. If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord should contact us with reasonable supporting evidence to confirm this.

c. If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of

the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not respond within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.

d. If the outgoing Landlord does respond within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.

e. In the event of a change of Landlord, we will send confirmation and details of the change to:

- i. the outgoing Landlord, Letting Agent or Organisation as applicable;
- ii. the incoming Landlord, Letting Agent or Organisation as applicable; and
- iii. all Tenants at the Property.

II. Changing Joint Tenants in a Joint Tenancy

a. A Tenant Transfer should only be used when only one Joint Tenant in a Joint Tenancy is changing and the Landlord has no claim against the Joint Tenant leaving the Tenancy.

b. Landlords should provide us with the details of the old and new Joint Tenant, and give the reason for the change of Joint Tenant. This can be done by emailing contactus@depositprotection.com with the details.

c. In the event of a change of Tenant, we will provide confirmation to:

- i. the Landlord, Letting Agent or Organisation in respect of the Property;
- ii. the Joint Tenants who will continue to reside in the Property;
- iii. the incoming Joint Tenants; and
- iv. the outgoing Joint Tenants.

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

e. It is the remaining Joint Tenants' responsibility to arrange any payments to a departing Joint Tenant or Relevant Person.

14. Deposit repayment - General

a. We will not release any part of the Deposit unless:

- i. all Parties have agreed to us doing so; or
- ii. there is an undisputed Statutory Declaration claim; or
- iii. there is a Decision from an Adjudicator; or
- iv. we are passed a court order which refers specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or

v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.

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

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

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

e. Repayments can be either:

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

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

g. Repayment of all or part of the Deposit will be made either by:

- i. direct BACS transfer to the Landlord's and/or Tenant(s) accounts;
- ii. Sterling cheque; or
- iii. a combination of the two methods in accordance with the Parties' direction.

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

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

j. We will provide confirmation of the amount of the repayment paid to each Party to:

- i. the Landlord; and
- ii. all the Tenants.

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

15. Deposit Repayment - Requests

Either Party can start the repayment process by completing one of the following steps:

- i. submitting a Deposit repayment request through an online account;
- ii. submitting a Deposit repayment request by telephone with the Customer Service Centre; or
- iii. submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre).

16. Landlord Repayment Requests

I. Whole Deposit returned to Tenants

a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:

- i. log into your online account; and
- ii. confirm that you wish to make a full repayment of the Deposit to the Tenant.

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

c. If you are a Tenant responding to a Landlord's full repayment request you must:

- i. log into your online account;
- ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
- iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
- iv. confirm your instructions for repayment.

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

e. We will confirm repayment to all Parties in writing.

II. Landlord making Deductions from Deposit

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

- i. log into your account;
- ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
- iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.

b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.

c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:

- i. log into your online account;
- ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
- iii. agree or disagree with each claim for deductions made by the Landlord;
- iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
- v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
- vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
- vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
- viii. agree to be bound by any Decision.

d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.

e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.

f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.

g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.

h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

a. A Tenant can submit a Deposit return request. If you are a Tenant you must:

- i. log into your online account;
- ii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
- iii. confirm the amount you believe is due to each Tenant and any Relevant Person;
- iv. confirm any deductions to be paid to the Landlord;
- v. provide any reasons for each deduction to be paid to the Landlord;
- vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
- vii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.

c. If you are the Landlord responding to a Tenant's Deposit return request you must:

- i. log into your online account; and
- ii. agree or disagree with the repayment claim made by the Nominated Tenant;
- iii. confirm the amount you believe is due to the Landlord with reasons;
- iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
- v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

d. If the Landlord:

- i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
- ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

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

a. The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.

b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.

c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.

d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:

- i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
- ii. they will be bound by the Decision of the Adjudicator.

e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.

f. Parties can also respond to claims by calling our Customer Service Centre.

19. The Statutory Declaration Process

1. When can it be used?

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

- i. the Landlord has no current address for the Tenant; or
- ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or
- iii. the Tenant has no current address for the Landlord; or
- iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.

b. The following criteria must be met before the Statutory Declaration Process can be used:

- i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
- ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
- iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
- iv. the claiming Party believes they should be repaid some or all of the Deposit; and
- v. any amount claimed by the Landlord must be referable to:

a. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or

b. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the

Property.

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

II. The Statutory Declaration Process

a. The Party who wishes to use the Statutory Declaration Process must provide us with a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.

b. Parties can get a Statutory Declaration through their online account or by calling 0330 303 0030. If the Party requests a Statutory Declaration online it will be partially populated with the Tenancy details which we hold. This document can be modified by the Party and printed in order to be completed.

c. The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a commissioner for oaths, or a magistrate.

d. The Statutory Declaration must contain the following information:

i. the date on which the Tenancy ended;

ii. confirmation that the Parties have failed to reach agreement about repayment of the Deposit, with details of any communications between them since the end of the Tenancy;

iii. justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);

iv. confirmation of whether the Statutory Declaration is being made on the basis that:

1. the Party making the claim has no current address for, or other means of contacting the other Party. In this case the claiming Party must give details of any address (other than the Property) and other contact details (including telephone numbers or email addresses) which they have for the other Party; or

2. the other Party has failed to respond to the claiming Party's written notice in relation to the distribution of the Deposit within 14 Calendar Days. In this case a copy of the written notice sent to the other Party must be attached.

v. any information the claiming Party has as to the whereabouts of the other person;

vi. confirmation that the claiming Party gives their consent for the Dispute to be resolved through our Dispute Resolution Service (in the event of the other Party disputing that the claiming Party should be paid all or part of the Deposit);

vii. confirmation that the claiming Party considers that they are entitled to be paid all or part of the Deposit as claimed; and

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

III. Statutory Declaration Process – Statutory Declaration Notice and Resolution

a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:

I. whether they accept that the claiming Party should be paid the whole of the amount claimed;

ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and

iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.

b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.

c. If the receiving Party completes and returns the Statutory Declaration Notice so that we receive it within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.

d. If the other Party completes and returns the Statutory Declaration Notice so that we receive it before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and we will provide a summary of the other Party's Statutory Declaration Notice.

e. Once we have issued the summary of the Statutory Declaration Notice to the claiming Party, they will have 7 Calendar Days from the date of issue to agree or disagree with its contents. The claiming Party should submit any extra evidence which they wish to be taken into account by this deadline. The other Party will also be given 7 Calendar Days' notice that the Dispute will be referred to our Dispute Resolution Service, and can submit any final evidence of their own within this time. If no response is received from the claiming Party or the other Party within 7 Calendar Days from the date of the summary of the other Party's Statutory Declaration Notice, the Dispute will be referred to our Dispute Resolution Service in any event.

f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service,

we shall assume they consents to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.

g. We will then forward copies of the:

i. Statutory Declaration;

ii. Statutory Declaration Notice; and

iii. any additional evidence submitted by either Party;

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

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

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

20. The Dispute Resolution Service

General rules for using our Dispute Resolution Service

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

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

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

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

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

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

g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs.

Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.

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

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

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

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

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

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

i. they relate to matters other than the return of the Deposit; and/or

ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or

iii. the issues raised have already been decided upon by a court;

n. The Adjudicator may also reject Disputes which, in their reasonable opinion:

i. are being pursued in an unreasonable manner;

ii. are frivolous;

iii. are vexatious; and/or

iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.

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

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

request for payment.

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

21. Repayment Request – Collection of evidence

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

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

c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.

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

22. Dispute Evidence – the details

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

i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;

ii. the signed check-in inventory and schedule of condition;

iii. vacating instructions;

iv. the signed check-out inventory and schedule of condition;

v. a signed and legally-compliant written Tenancy Agreement;

vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;

vii. a statement of the rent account, if relevant;

viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;

ix. any other relevant information including photographs, DVDs, correspondence or receipts; and

x. confirmation that they have contacted the Tenant and

provide a copy of any correspondence between them, or details of their discussions.

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

i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and

ii. any other relevant information including photographs, DVDs, correspondence or receipts.

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

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

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

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

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

23. The Adjudication

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

i. the Landlord's evidence, Statutory Declaration or Statutory

Declaration Notice;

ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;

iii. any extra evidence from the Landlord or the Tenant.

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

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

d. The Adjudicator may:

i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;

ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;

iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.

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

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

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

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

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

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

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

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

24. Court Orders

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

i. it refers to the Deposit and/or The DPS as the Scheme administrator; and

ii. it specifies how much of the Deposit should be paid to the successful Party.

b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained before we can release the Deposit.

25. Costs

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

i. for processing a payment to an overseas bank account we charge £25.89; and

ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

26. Confidentiality

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

b. By agreeing to use our Dispute Resolution Service, you give us permission to gather and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.

27. Keeping your data safe

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

a. if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.

b. if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.

c. in order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.

28. Liability

a. We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.

b. We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.

c. Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.

d. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate us for any such loss or damage.

e. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.

f. You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID or log in details have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.

g. Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled

to cancel, amend or revoke such an instruction.

h. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.

i. We do not accept liability for the actions of any third parties including Letting Agents.

29. Complaints

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

b. If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint.

To send us a letter, you can write to us here at the address in section 36.

To send us an email, please use:
complaints@depositprotection.com

30. Service Availability

a. The online service will usually be available for use 24 hours a day, every day of the year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented. However, the service may be temporarily unavailable for a number of reasons, including routine and emergency maintenance, excess demand for the service, failure of the internet and other circumstances beyond our control.

b. We shall not have any liability to you for any non-availability or interruption in the operation of the service (wholly or part of) or for any failure or delay of a communication. It is your responsibility to ensure that any communications are sent in sufficient time to be received within any deadlines.

31. Online Security

a. Except where we have been negligent, we do not accept any responsibility for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an email message has been sent by us or prior to an email message being received by us or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.

b. We take reasonable care to ensure that electronic communications generated by the online service are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. Our liability in this respect is limited to re-supplying any affected documents or attachments.

c. You are responsible for ensuring all electronic communications sent by you to us are free from viruses or defects. If a communication from you is found to contain a virus, we shall not be obliged to receive or act upon such communication.

d. We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication or line failures, power failure, earthquakes or other disasters.

e. If you are sending an e-mail to us, please ensure your e-mail does not exceed 20 megabytes. Any e-mails received larger than 20 megabytes may not be received.

f. Any information supplied on our website, by our virtual agent, within our FAQs on the telephone or by post is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.

g. You are responsible for keeping any passwords in relation to us secure. We accept no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.

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

32. Data Protection and Privacy Policy

a. The DPS's Data Protection Notice and Privacy Policy can be viewed by visiting www.depositprotection.com or by calling 0330 303 0030 to request a copy. It is also set out below.

Data Protection Notice

b. For the purposes of the Scheme the DCLG is the Data Controller and The DPS is Data Processor. Your personal information will be used solely for the purpose of providing The DPS, including our Dispute Resolution Service (which may be provided by a service provider nominated by us) save that DCLG may disclose details of your Deposit Protection Service activities to regulators, industry bodies and other organisations for the purposes of fraud prevention, money laundering prevention and where there are concerns over your activities. These other organisations are required to protect your personal information on behalf of DCLG and cannot use your personal information for purposes unconnected with The DPS. We may also provide information that relates to a Tenancy or Property, including personal or business address data of Landlords or Agents, to Local Housing Authorities in England in accordance with section 212A of the Housing Act 2004. Local Authorities may combine this information with other information obtained by them, and they may pass this information to an organisation who provides services to the authority, in relation to their duties under parts 1-4 of the Housing Act 2004. We will process all personal information on behalf of DCLG in accordance with the Data Protection Act 1998. If you access The DPS

from a website outside the European Economic Area your personal information may have to be transferred outside the European Economic Area to enable you to access it.

Privacy Notice

c. We collect the information you are asked to provide during your registration with us or which you supply during the period that any Deposit is protected for you. Our website and emails use common internet tools such as cookies (see further below). DCLG may instruct us to collect information about you from other sources, such as Tenants, land registry data, postal services data or other sources necessary to confirm your identity or the instructions you provide to us.

Cookies

d. A cookie is very small text file which a website transfers to your computer's hard drive. This allows the website to recognise that you have visited on a previous occasion, and to automatically restore any preferences that you may have already set. Only the website that originally posted the cookie can retrieve it. This type of cookie is semi-permanent, typically having a lifespan of around 3 months. After this time, the cookie expires and is automatically removed from your computer. We do not use semi-permanent cookies. We do, however, use what is known as a session cookie. A session cookie is a standard technique used by many websites to temporarily store a unique ID on a user's computer for the duration of the time you are viewing the website. This session ID allows the website to maintain continuity throughout your visit (e.g. keeping you logged in). Session cookies do not identify you personally and are deleted when the web browser is closed. Please note that the websites to which this site may be linked may make use of their own cookies to collect information from you. Most browsers will automatically accept cookies, but it may be possible to set your browser to notify you when it is received, at which point you can choose to accept or reject it. You must allow session cookies for our website to function correctly.

Your rights

e. Under the Data Protection Act 1998 you have the right to request a copy of the personal information we hold about you by writing to us at the address below, or by email at contactus@depositprotection.com. This is known as a Subject Access Request. There may be a charge of £10 in relation to any Subject Access Request received for this service. We try to ensure that all information which we hold for you is accurate. If you find any inaccuracies please notify us and we will correct them promptly. Communication with you may be impeded if the information we hold is inadequate or inaccurate.

Google Analytics

f. We use Google Analytics with a view to improving user experience. The Google website contains further information about Analytics
<https://support.google.com/analytics/answer/6004245>

Security Precautions

g. We employ appropriate technical security measures to protect your personal information and to ensure that it is not accessed by unauthorised persons. Information sent to

and from the online service is encrypted. In addition to any password which you may require to gain access to The DPS, you may have to provide proof of identification before we will release personal information to you. Multiple incorrect attempts or invalidation will result in a lockout from the information. We undergo independent periodic reviews of our security policies and procedures to ensure that our systems are secure and protected. You should never divulge your identification numbers, username, or password to anyone else. You should also never write your password down or store it on your computer. In the event that data is requested from a local authority, this data will be transferred via a secure fileshare account through an online web portal.

33. Intellectual Property

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

34. General

- a. Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
- b. Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:
 - i. excluding the day we receive Forms or documents; and
 - ii. from the day that we issue Forms or documents, regardless of the date they are received or seen by the Parties.
- c. Unless correspondence relates to Dispute Resolution, the Statutory Declaration Process, or the repayment of a Deposit, all communications will be sent by 2nd class post. Correspondence related to Dispute Resolution, Statutory Declaration Process, or the repayment of the Deposit will be sent by 1st class post.
- d. If you are in any doubt as to whether we have received or carried out any of your instructions, you should telephone us immediately on 0330 303 0030.
- e. We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.
- f. All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.
- g. From time to time we may change these Terms and Conditions. We will keep you informed about changes with a message on our homepage at www.depositprotection.com and when you log in to use the online service. You can always find our current Terms and Conditions on our website too. If you would like a paper copy, call or email us. All Forms or online submissions will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms or online submissions are received by us. Our Terms and Conditions can be viewed

online at www.depositprotection.com or a paper copy is available on written request.

h. If any part of the terms of these Terms and Conditions proves to be or unenforceable in any way, this will not affect the validity of the remaining Terms and Conditions in any way.

i. If we relax any part of these Terms and Conditions once or more than once, each instance would be considered a one-off, or a temporary decision. It will not affect our right to enforce the term strictly again when we wish to.

j. We reserve the right to delay taking action on any particular instruction if we consider that we need to obtain further information or to comply with any legal or regulatory requirement binding on us (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity or any other matter relating to the instruction.

k. We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

l. We will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.

m. If an Agent is appointed by a Landlord, it is the sole responsibility of the Landlord to complete all due diligence required on the Agent to register their Tenant(s) Deposit(s) with The DPS.

n. Registration with The DPS and use of the Custodial Scheme cannot be taken as indication as to the credibility of the Party.

35. Governing Law

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

36. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.

To speak to us, call: 0330 303 0030.

To send us an email message, use our online enquiry form. You can find this on the help pages of our website.

Utilities Fair Usage Policy

Policy on Utilities, Allowances and Energy Quotas

- 1) Where bills are included within your Tenancy Agreement, the following Fair Usage Policy will apply to you so as to ensure that your energy and water usage is not excessive and IS kept within reasonable limits.
- 2) The utilities included in the Standard Bundle at your property are Electric, Gas (where applicable), Water, TV License and Internet, these services are organised by One Utility Bill (OUB) unless stated below.

Electricity and Gas

- 3) The Utilities which are subject to this Policy are **ELECTRICITY** and **GAS (Where applicable)**.
- 4) **ANNUAL ALLOWANCES PER TENANT**

# OF TENANTS	ELECTRIC	GAS
1	2095	8990
2	3143	13482
3	4191	17980
4	5029	21576
5	6287	29970
6	7544	32364
7	8801	37758
8	10058	43152

- 5) If you exceed your Allowance on One Utility but remain within your total Energy Quota then this is acceptable.

Water & Sewage

- 6) For unmetered properties all water and sewage charges will be covered.
- 7) For metered properties the maximum usage allowed per annum is shown below:

# OF TENANTS	ANNUAL ALLOWANCE PER PROPERTY
1	£360.00
2	£420.00
3	£480.00
4	£540.00
5	£600.00
6	£660.00
7	£720.00
8	£780.00

Internet

- 8) Where included in your bundle, unlimited internet is provided as a 'true' unlimited service with no download caps, however you are still bound by the terms and law set out by the Internet Service Provider (ISP) and you are responsible for the content that you view/download.
- 9) Line rental is included but outgoing calls are barred, a phone is not provided and you will be charged for any additional costs should calls be made.
- 10) Unlimited broadband will be provided at the fastest possible speed available with a non-fibre optic connection by the provider at the time, superfast broadband will be provided in areas where the ISP offers this service.
- 11) Wireless network enabled routers will be provided to each property. Damaged or missing hardware at the end of the tenancy will be charged for at the cost determined by the ISP.
- 12) Functionality and range of wireless network enabled hardware may be affected by the local environment/building and/or number of people connected to the router at anyone time. Requests for wireless repeaters may be charged at an additional cost.
- 13) Where internet is included and you experience technical difficulties, please refer to your welcome pack for details of who you should contact.

TV License

- 14) One TV License is provided per property.
- 15) Requirements
- 16) You are required to use the Utilities in a responsible manner and your usage shall be normal, reasonable and fair.
- 17) Where the Agent/Landlord can produce evidence to you that your average usage of the Utilities is in excess of the Allowances provided for in 9.2.2 & 9.3.2 or the Energy Quota in 9.2.2 above then the Landlord shall be entitled, at its discretion, to either:-
- 18) increase the agreed Rent by an amount that the Landlord reasonably considers is sufficient to compensate for your excessive use of the Utilities; or .
- 19) require you to pay, on demand, any excess sums arising from your use of the Utilities .
- 20) The Agent/Landlord will inform you as soon as it becomes apparent that your usage of the Utilities is excessive and the Landlord is intending to take steps set out in 9.5.2 above to obtain reimbursement from you of the resulting over-expenditure.

Your Rights

- 21) You are entitled to examine the evidence of your usage of the Utilities and discuss with the Agent/Landlord any measures that may be reasonably utilised by you to reduce your future usage of the Utilities to a level that is normal, fair and reasonable.
- 22) In implementing this Policy the Agent/Landlord confirms that, as far as it is reasonable and practicable to do so, the Landlord's installations are energy efficient and the Property is adequately insulated and weather tight.

Meter Readings

- 23) We will require you to provide quarterly meter readings on request, location of your meters are on your inventory.

Tenant - [REDACTED]	DocuSigned by: [REDACTED] 08915C88C46A492.....
Tenant - [REDACTED]	DocuSigned by: [REDACTED] C8D5F81C3877A98.....
Tenant - [REDACTED]	DocuSigned by: [REDACTED] 3817A1D7025F1498.....
Tenant [REDACTED]	DocuSigned by: [REDACTED] 0466.....
Guarantor - [REDACTED]	DocuSigned by: [REDACTED]
Guarantor - [REDACTED]	DocuSigned by: [REDACTED] 0000020000000000.....
Guarantor [REDACTED]
Guarantor [REDACTED]

DATA PROTECTION POLICY & PRIVACY NOTICE

1.1. Data Controller (Lewis Haughton Wills Ltd), Data Processor (Third Party Companies including but not restricted to Contractors, Utility Providers, Local Authority Departments, Referencing Companies), Data Subject (including but not restricted to Tenants, Guarantors, Landlords), Personal Data (supplied by the Data Subject) and Processing have the meanings set out in section 1(1) of the Data Protection Act 1998 and any subsequent meaning as amended by its successor legislation. In particular, the term Personal Data only applies to personal data of which Lewis Haughton Wills Ltd is the Data Controller and in relation to which Data Processors provide services under this agreement.

1.2. Lewis Haughton Wills Ltd and the Data Subject acknowledge that Lewis Haughton Wills Ltd is the Data Controller and the aforementioned third parties are the Data Processors of any Personal Data.

1.3. Data Processors shall process the Personal Data only in accordance with the Lewis Haughton Wills Ltd instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Data Controller Lewis Haughton Wills Ltd.

1.4. Lewis Haughton Wills Ltd shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

1.5. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments applicable to the United Kingdom from time to time.

1.6. Lewis Haughton Wills Ltd acknowledges that Data Processors are reliant on the Lewis Haughton Wills Ltd for direction as to the extent to which The Data Processor is entitled to use and process the Personal Data.

1.7 Lewis Haughton Wills Ltd will not be liable for any claim brought by a Data Subject arising from any action or omission by Lewis Haughton Wills Ltd, a Data Controller or Data Processor.

1.8. Lewis Haughton Wills Ltd may disclose Personal Data to the Preferred Supplier or any other supplier in relation to but not restricted to the Household Bills and Utilities for the purposes of Processing Personal Data under this agreement provided that the contract with the Preferred Supplier / other supplier:

1.8.1. is on terms which are substantially the same as those set out in this clause; and

1.8.2. terminates automatically on termination of this agreement for any reason.

1.8.3. In respect of clause 11.8, the Preferred Supplier / other supplier will have its own data protection policy contained within its standard terms and conditions and/or privacy notice. Lewis Haughton Wills Ltd shall ensure that all its tenants are each informed that their Personal Data is being shared with the Preferred Supplier or other

supplier and that they may contact the Preferred Supplier or other supplier to enquire about the use of their Personal Data held by such supplier. Lewis Haughton Wills Ltd suppliers and their contact details are available on request.

1.9 The Data Subject (applicant/guarantor) agrees by signing this agreement that their contact details may be passed on to third parties **including but not limited to** landlords, referencing companies, utility providers, local authority departments and the appropriate tenancy deposit protection scheme provider.

1.10 The applicant (Data Subject) confirms that the information provided to Lewis Haughton Wills Ltd is true, accurate & complete.

1.10 I acknowledge that Lewis Haughton Wills Ltd cannot proceed with this Tenancy Agreement if I do not agree to the terms set out above.

Tenant - [REDACTED]	DocuSigned by: [REDACTED] 0693B665046A492...
Tenant - [REDACTED]	DocuSigned by: [REDACTED] CE0076C3E717A40...
Tenant - [REDACTED]	DocuSigned by: [REDACTED] 381A1D76E5F1470...
Tenant - [REDACTED]	DocuSigned by: [REDACTED] [REDACTED]3D48B...
Guarantor - [REDACTED]	DocuSigned by: [REDACTED] 1189599E762E410...
Guarantor - [REDACTED]	DocuSigned by: [REDACTED] 0000920004034...
Guarantor - [REDACTED]	DocuSigned by: [REDACTED]
Guarantor - [REDACTED]	DocuSigned by: [REDACTED] 700057E054047D...