

*Lettings & Property Management*

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# **Lewis Haughton Wills**

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## **Assured Shorthold Tenancy Agreement**

### **Guidance Notes for Tenants**

Welcome to our Assured Shorthold Tenancy Agreement made in conjunction with Propertymark. It is an important document that will govern your relationship both with the landlord of your new property and with the letting or managing agent for the whole time that you are actually in residence. As such you should read the document through carefully and raise any queries with Lewis Haughton Wills.

At the same time, please be aware that you have the right to seek independent legal advice if you wish from either a solicitor, or other advice agency.

As well as this Agreement, you will be asked to sign the Inventory & Scheduled of Condition which will list the landlord's fixtures and fittings and other items the landlord provides you for use during the Tenancy. You will also be emailed copies of these documents.

Upon the day you collect the keys you will receive a welcome pack, and you will sign a receipt of acknowledgement on receiving this information. The pack will include:

- "How to Rent" Guide produced by HM Government
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property – if there is a gas supply
- Details of the scheme with which your Deposit will be registered, including details to how you will recover your deposit on your departure.
- A checklist of the key Deposit Registration information described within this document as "prescribed information"

This Agreement was made on the 13 July 2020 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]

[REDACTED]

[REDACTED]

[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]

[REDACTED]

[REDACTED]

[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, 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 11 months from and including 01/08/2020 to and including 30/06/2021. 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.

The tenant agrees to vacate by 10am on the final day of the Tenancy. Keys must be returned our Penryn Office along with any Check Out Information. Tenants will be liable for the cost of any Keys not returned, and this cost maybe applied to the deposit if applicable.

#### 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 01/08/2020 prior to taking possession of the property. Thereafter the rental 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. The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.
- 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.
- 1.5.8. Tenants are able to collect keys after 4pm on the start day of the Tenancy Agreement, unless otherwise agreed in writing. Keys can only be released if the deposit and first months rent has been paid in cleared funds, and all Rent to Right Checks have been satisfied.

## 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.
- 1.6.2. The deposit has been taken for the following purposes –
  - 1.6.2.1. Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
  - 1.6.2.2. Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid at the end of the Tenancy. This will include any fee which any Agent is entitled to recover from the Tenant.
  - 1.6.2.3. Any damage, or compensation for damage, to the premises, its fixtures or fittings, or for missing items for which the Tenant may be liable, subject to apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
  - 1.6.2.4. The reasonable costs incurred in compensation the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenants obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures, fittings and contents.
  - 1.6.2.5. Any unpaid accounts for Utilities, or water charges or environmental services or other similar services or Council Tax incurred at the premises for which the Tenant is liable.
- 1.6.3. 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.
- 1.6.4. The deposit shall be protected under the Tenancy Deposit Protection rules, and shall be processed back to the Tenant, less any agreed 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.
- 1.6.5. 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.
- 1.6.6. The deposit cannot be released without the landlords express written permission.
- 1.6.7. The deposit will be released within 30 days once the following criteria is met
  - 1.6.7.1. Full possession of the property is given to the Landlord or Agent
  - 1.6.7.2. Landlord gives express written permission
  - 1.6.7.3. Both parties confirm acceptance of any proposed deposit deductions
- 1.6.8. To access the deposit tenants will be obligated to create an account via the Deposit Protection Website before they can login to the website to claim any deposit funds or request any deposit funds. The deposit will be processed at the time scale in line with the Deposit Protections terms and conditions, included within this Agreement.

## 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.
- 2.9. The tenants are required to return all sets of keys to the property to the landlord or agent by 10am on the final day of the Tenancy Agreement.

### 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. Rent

- 4.1.1. To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.
- 4.1.2. The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

#### 4.2. Conditions of Premises, repair and cleaning

- 4.2.1. To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 4.2.2. To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.
- 4.2.3. To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

- 4.2.4. To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.
  - 4.2.5. To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
  - 4.2.6. To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant. Tenants can report maintenance via our FixFlo system which is a 24 hour maintenance reporting website.
  - 4.2.7. Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
  - 4.2.8. To keep the windows of the Premises clean internally.
  - 4.2.9. To wash and clean all items that may have become soiled during the Term.
  - 4.2.10. To take all appropriate precautions to ensure adequate ventilation to the Premises.
  - 4.2.11. (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
  - 4.2.12. (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
  - 4.2.13. (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
  - 4.2.14. (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
  - 4.2.15. To clean and disinfect any and all showerheads in the Premises every six months
- 4.3. Access and inspection
- 4.3.1. To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
  - 4.3.2. To permit the Premises to be viewed during the last 6 months of the Tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'To Let' boards at their discretion.
  - 4.3.3. To permit the premises to be viewed during the Tenancy at all reasonable times within normal working hours, by any person who is or is acting on behalf of the prospective buyer of the property who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'To Let' boards at their discretion.
  - 4.3.4. To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises
- 4.4. Insurance
- 4.4.1. Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
  - 4.4.2. The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
  - 4.4.3. The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.
- 4.5. Assignment, Novation, Surrender and Termination
- 4.5.1. Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the

Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

- 4.5.2. If one of the tenants wishes to vacate the property before the end of the fixed term, certain conditions must be met
  - 4.5.2.1. There must be six months left of the fixed term to run
  - 4.5.2.2. A suitable replacement tenant must be found by the outgoing tenant and agreed upon by the remaining tenants
  - 4.5.2.3. The outgoing tenant will be liable for costs as set out in section 11
- 4.5.3. If a tenant wishes to vacate the property in the final six months of the Tenancy, the vacating tenant will be liable for all rent and utilities up until the end of Tenancy.
- 4.6. If all tenants named on the Tenancy wish to surrender the Tenancy early, this is only achieved with the mutual agreement of the landlord, and the tenants agree to be liable for all rent until replacement tenants can be found. Outgoing tenants will also be liable for costs as detailed in Section 11.
- 4.7. Illegal, immoral usage
  - 4.7.1. Not to use the Premises for any illegal, immoral or improper use.
  - 4.7.2. Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.
- 4.8. Inflammable substances and equipment
  - 4.8.1. Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.
- 4.9. Nuisance and noise
  - 4.9.1. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.
- 4.10. Utilities
  - 4.10.1. Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
  - 4.10.2. To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned. If you have opted into a Utility Package this may be included within your Rental Figure but still must be paid.
  - 4.10.3. If applicable - To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord. If you have opted into a Utility Package this is not applicable.
  - 4.10.4. The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
  - 4.10.5. In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
  - 4.10.6. Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone

number to any other address.

4.10.7. Tenants will be responsible to notify the local Council of their occupation of the property, and supply the Council with any documentation as required. If the tenant's status is as a "student" they will be exempt from paying Council Tax, however the Local Authority may request proof of their Status. If at anytime the tenants do not provide the required proof directly to the Local Council or the tenant loses their "Student" Status, they will be responsible to pay all charges levied and any Council Tax amounts due during the period of the Tenancy.

#### 4.11. Animals and pets

4.11.1. Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.

4.11.2. Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

#### 4.12. Usage

4.12.1. To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

#### 4.13. Locks

4.13.1. Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

4.13.2. If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.

4.13.3. If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

4.13.4. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

4.13.5. If the tenant loses a key or security device during the Tenancy, the tenant will be liable for all reasonable costs involved in replacing the key or securing the property.

4.13.6. If the tenant locks themselves out of the property or their room during the Tenancy, the landlord is not obligated to attend the property to give access. The tenant will be able to attend the agent's offices or have the landlord attend during working hours to collect spare keys, or if the event happens out of hours, the tenant may have to call a Lock Smith at their own cost to gain entry. Tenants locking themselves out of a property or losing a key will not be deemed as an "emergency"

#### 4.14. Fixtures and Fittings

4.14.1. Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

4.14.2. Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

#### 4.15. Alterations and redecoration

4.15.1. Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

4.15.2. Not to permit any waste, spoil or destruction to the Premises.



#### 4.16. Empty Premises

- 4.16.1. Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 4.16.2. To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 4.16.3. If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

#### 4.17. Drains

- 4.17.1. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 4.17.2. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 4.17.3. To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

#### 4.18. Affixation of items

- 4.18.1. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent,
- 4.18.2. such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damages
- 4.18.3. Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

#### 4.19. Washing

- 4.19.1. Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater

#### 4.20. Costs and charges

- 4.20.1. To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
- 4.20.2. To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.
- 4.20.3. A full schedule of chargeable fees can be found under Section 10 of this Agreement.

#### 4.21. Refuse

- 4.21.1. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
- 4.21.2. Tenants will be responsible to dispose of their refuse correctly and to clear up any mess caused by not taking reasonable measures to secure any refuse.

#### 4.22. Smoking

- 4.22.1. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

#### 4.23. Garden

- 4.23.1. To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season, unless the property is a House of Multiple Occupation,

when a landlord will be reasonable to periodically maintain any gardens.

#### 4.24. Notices

4.24.1. To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

#### 4.25. Headlease

4.25.1. If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.

#### 4.26. Smoke alarms and Carbon Monoxide detectors

4.26.1. To immediately report any smoke alarms or Carbon Monoxide detectors that are not functioning or making a noise periodically, and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.

4.26.2. The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

4.26.3. Tenants cannot have any open flames such as candles or incense sticks within the property at any time within the property. The tenants are also not permitted to have any fairy lights or indoor lights, that are plugged into the mains unless the items are PAT tested. Tenants are recommend to use battery operated lights to ensure safety.

#### 4.27. Burglar alarms

4.27.1. To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

4.27.2. To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing

4.27.3. To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

#### 4.28. Immigration Act

4.28.1. If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

## 5. LANDLORDS OBLIGATIONS

The Landlord agrees with the Tenant as follows:

#### 5.1. Quiet enjoyment

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

#### 5.2. Insurance

5.2.1. To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

#### 5.3. Interest and consents

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

#### 5.4. Repair

5.4.1. To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

#### 5.5. Safety regulations

- 5.5.1. The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 5.5.2. The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.
- 5.5.3. The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 5.5.4. The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.
- 5.6. Legionella
  - 5.6.1. The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.
- 5.7. The landlord is not responsible to supply the property with a television aerial, however if there is a television aerial in place, the landlord is liable to maintain the television aerial

## 6. TENANCY DEPOSIT SCHEME PRESCRIBED INFORMATION

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

The Deposit Protection Service (DPS) The Pavilions

Bridgwater Road Bristol

BS13 8AE

Phone: 0330 303 0030



Website: [www.depositprotection.com](http://www.depositprotection.com)

- 6.2. At the end of the Tenancy:

- 6.2.1. The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
  - 6.2.2. If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
  - 6.2.3. The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within ten working days of the Landlord/Agent having complied with the requirements of clause 7.7.1. The Independent Case Examiner ('ICE') may regard failure to comply with the time-limit as a breach of the rules of The DPS and if later asked to resolve any dispute, the ICE may refuse to adjudicate in the matter.
  - 6.2.4. In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through The DPS to deal with any dispute about the Deposit at the end of the Tenancy.
  - 6.2.5. If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.7.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.
  - 6.2.6. The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause above.
- 6.3. If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that



the Deposit is protected and will continue to be protected by The DPS.

- 6.4. The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.
- 6.5. Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 6.6. Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant.
  - 6.6.1. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
  - 6.6.2. The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises

## 7. MUTUAL AGREEMENTS

### 7.1. It is mutually agreed as follows:

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

### 7.2. Rent review

- 7.2.1. It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.

### 7.3. Repair

- 7.3.1. Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

- 7.3.2. The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

### 7.4. Reimbursement

- 7.4.1. Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

### 7.5. Data protection and confidentiality

- 7.5.1. The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at:

- 7.5.2. Privacy Policy is attached to this Tenancy.

### 7.6. Council Tax

7.6.1. The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

#### 7.7. Forfeiture

7.7.1. If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right

7.7.2. to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

#### 7.8. Interruptions to the Tenancy

7.8.1. If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

7.8.2. If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

#### 7.9. Notices

7.9.1. The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Landlord or Landlord's Agent's address in England or Wales

7.9.1.1. C/O LHW Lettings, St Marys House, Commercial Road, Penryn, TR10 8AG

7.9.2. The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

7.9.3. Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own:

7.9.3.1

7.9.4. The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

7.9.4.1. [lettings@lewishaughtonwills.com](mailto:lettings@lewishaughtonwills.com)

7.9.5. Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

7.9.6. If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

7.9.7. At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

#### 7.10. Jurisdiction

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

#### 7.11. Documentation

7.11.1. The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

### 8. HOUSING BENEFIT

- 8.1. 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.
- 8.2. 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

### 9. THE GUARANTOR AGREEMENT

- 9.1. 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
- 9.2. 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
- 9.3. 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
- 9.4. 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.
- 9.5. The Guarantor shall also be responsible for any rental increases that are implemented during the full term of the Tenancy Agreement.
- 9.6. 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
- 9.7. 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

### 10. BILLS INCLUSIVE PACKAGE

- 10.1. A Bills Inclusive Package includes the following services Gas (where applicable), Electricity, Water, Sewerage, Television License and Broadband (where chosen).
- 10.2. One Utility Bill/Ubundle payments are subject to the fair usage policy please see attached
- 10.3. Tenants agree to submit meter readings to monitor usage during the Tenancy as requested by either, One Utility Bill/Ubundle, Lewis Haughton Wills Ltd or the Landlord.
- 10.4. Where a television license is provided, this does not guarantee that a TV or TV aerial will be provided to the property.

### 11. TENANT FEES

- 11.1. Holding Deposit – Maximum of one week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in



writing).

- 11.2. Security Deposits – Maximum of Five weeks’ rent - This covers damages or defaults on the part of the tenant during the tenancy.
- 11.3. Unpaid Rent - Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
- 11.4. Lost Key or Security Device - Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (Inc. VAT) for the time taken replacing lost key(s) or other security device(s).
- 11.5. Variation of Contract - £50 (Inc. VAT) per agreed variation. To cover the costs associated with taking landlord’s instructions as well as the preparation and execution of new legal documents.
- 11.6. Change of Sharer - £50 (Inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord’s instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
- 11.7. Early Termination - Should the tenant wish to leave their contract early; they shall be liable to the landlord’s costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

12. SPECIAL CONDITIONS

- 12.1. 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.

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

DocuSigned by:  
*W Lewis Haughton Wills* - [Redacted]  
 -----DC85FCSC150D427-----

Tenant Signature  
 [Redacted]

DocuSigned by:  
 [Redacted]

Tenant Signature  
 [Redacted]

DocuSigned by:  
 [Redacted]  
 -----A1C803E64780E408-----

Tenant Signature  
 [Redacted]

DocuSigned by:  
 [Redacted]  
 -----B41EE4C02448CB-----

Tenant Signature  
 [Redacted]

DocuSigned by:  
 [Redacted]  
 -----F8BB946806D8402-----

Guarantor Signature

[Redacted Signature]

DocuSigned by:

[Redacted Name]

EDEBC00ED96B4FB...

Guarantor Signature

[Redacted Signature]

DocuSigned by:

[Redacted Name]

08B94350056C40A...

Guarantor Signature

[Redacted Signature]

DocuSigned by:

[Redacted Name]

020A4E0369BA449...

Guarantor Signature

[Redacted Signature]

DocuSigned by:

[Redacted Name]

7E086EB01168471...



Prescribed Information Relating to Tenancy Deposit

Landlord

Name

[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](mailto:lettings@lewishaughtonwills.com)

Tenant(s)

[Redacted]

[Redacted]

[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](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](mailto: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](http://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](http://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](http://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](http://www.depositprotection.com).

iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at [disputes@depositprotection.com](mailto: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](http://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](http://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](http://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](mailto: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](mailto: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

### I. When can it be used?

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

i. the Landlord has no current address for the Tenant; or

ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or

iii. the Tenant has no current address for the Landlord; or

iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.

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

i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and

ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and

iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and

iv. the claiming Party believes they should be repaid some or all of the Deposit; and

v. any amount claimed by the Landlord must be referable to:

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

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

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

### II. The Statutory Declaration Process

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

b. Parties can get a Statutory Declaration through the 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 consent to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.

g. We will then forward copies of the:

i. Statutory Declaration;

ii. Statutory Declaration Notice; and

iii. any additional evidence submitted by either Party;

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

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

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

### 20. The Dispute Resolution Service

#### General rules for using our Dispute Resolution Service

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

b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the

Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. are being pursued in an unreasonable manner;

ii. are frivolous;

iii. are vexatious; and/or

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

o. Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 36, or by emailing [disputes@depositprotection.com](mailto: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](mailto: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](http://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](mailto: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)  
<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](http://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](http://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 Signature

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Tenant Signature

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Tenant Signature

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Guarantor Signature

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## 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 Houghton Wills Ltd is true, accurate & complete.

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

Tenant Signature

[Redacted Signature]

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Tenant Signature

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Tenant Signature

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