



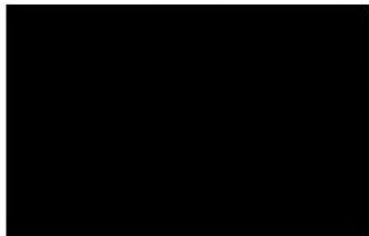
Assured Shorthold Tenancy Agreement

This agreement was made on the 24/08/2017 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

TENANCY AGREEMENTS PARTICULARS

1.1 The Parties

1.1.1 Landlord(s) Details:



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:



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.

Guarantor(s) Details:



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, 61 Church Street, Falmouth, Cornwall, TR11 3DS Tel: 01326 211511 or such other agents that may be appointed by the landlord. This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988. This Tenancy does not guarantee the tenant any right to remain in possession of the property after the fixed term subject to a minimum of six months.

1.3 The Property

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

1.4 The Term

The term shall be for the definite period of 11 months from and including 03/07/2017 to and including 30/06/2018. 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.

1.5 The Rent

1.5.1 The rent shall be [REDACTED] per calendar month 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.

1.5.2 The first rental payment of [REDACTED] shall be due on or before 03/07/2017 prior to taking possession of the property. Thereafter the rental due date shall be according to the following schedule during the term of this Agreement.

From	To	Total Rent
Start of Tenancy (03/07/2017)	02/08/2017	Single payment of [REDACTED]
03/08/2017	End of Tenancy (30/06/2018)	Payment of £[REDACTED] per calendar month

Any overdue rental payments of 14 days or more will be subject to a charge of £50 + VAT unless otherwise agreed in writing between tenant and agent. Any person or entity that pays the rent or part of the rent for the property during the Tenancy term shall be deemed to have paid it for and on behalf of the tenant and the agent shall be entitled to assume without enquiry.

1.5.3 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 two months' notice in writing. The rent will not be reduced below the initially agreed figure at any time.

1.5.4 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.

1.6 The Deposit

1.6.1 The deposit of [REDACTED] shall be paid by the tenant to the landlords agent, neither landlord nor the agent shall be paid any interest on the deposit amount. The deposit shall be held as security for the performance of the tenant's obligations under this agreement and to compensate the landlord for any breach of those obligations.

1.6.2 The deposit shall be protected under the new Tenancy Deposit Protection rules, and shall be refunded to the tenant, less any deductions, within 14 days once full possession of the property has been returned to the landlord including all set of keys being returned, both parties confirm the proposed deductions from the deposit and the local authority has confirmed that no clawback for housing benefit is required.

1.6.3 The deposit shall be protected by the Deposit Protection Service (DPS) in accordance with the terms and conditions of the DPS. The Terms and Conditions and further information can be found at www.depositprotection.com

1.6.4 In the event that the deposit amount does not cover the lawful total amount of funds then the tenant must reimburse the landlord's agent the further amount within 14 days of the request being made.

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.

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 Lewis Haughton Wills, Registered Office – 61 Church Street, Falmouth, Cornwall, TR11 3DS Tenants Initials _____

agreement and as under section 48(1) of the Landlord and Tenant Act 1987, until you are informed in writing 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 notice is left at the property during the 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 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 tenant.
- 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 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 to the landlords address during the term
 - 2.3.3 The 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 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 particulars to the landlords agent promptly and as soon as reasonable 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 months prior written notice to be received by the landlord or agent on or before the rental due date and if the Tenancy is on a statutory periodic basis then the written notice must expire the day before the rental due date.
- 2.8 If the landlord wants 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.

LEGAL POSSESSION

- 3.0 without limiting the other rights and remedies of the landlord, the landlord may seek to lawfully terminate the tenancy by obtaining courts order if:
- 3.0.1 The rent or any part of the rent is in arrears whether formally demanded or not.
 - 3.0.2 The tenant is in breach of any of the obligations under this agreement
 - 3.0.3 Any grounds as provided by the Grounds of Schedule 2 of the Housing Act 1988 which may apply.
 - 3.0.4 A Notice is served under section 21 of the Housing Act 1988 which gives the landlord the right to end an Assured Shorthold Tenancy with any specific reason, although only after the fixed term has ended or in operation of a break clause.
 - 3.0.5 Tenants who are unsure of their rights should seek appropriate advice.

TENANTS OBLIGATIONS

The tenant agrees to the following:

- 4.1 Payments
- 4.1.1 To pay the rent on the day and in the manner specified within this agreement.
 - 4.1.2 To pay a fair proportion of the charges based on the length of the Tenancy including water and sewerage charges, rates for gas, electricity, oil or solid fuel consumed on the property and all charges for the telephone during the term of this agreement. If the landlord is held responsible for any payment of these bills which relate to the period of the Tenancy then the tenant agrees to fully refund to the landlord the amount owed.
 - 4.1.3 To pay for any reconnection of gas, water, electricity or telephone/broadband if the disconnection results from any act or omission of the tenant or tenants agents.
 - 4.1.4 To pay the council tax or any replacement council tax in respect of the property for the term of this agreement unless the tenancy is lawfully terminated.
 - 4.1.5 To pay the reasonable costs of £10 plus VAT for each letter the agent, acting reasonably, has to send to the tenant concerning breaches of this agreement.
 - 4.1.6 To pay an administration charge of £10 plus VAT to the landlord's agent for any payment presented to the landlord's agent's bank which is returned, refused or bounced by the bank for any reason. This will

be chargeable for each instance that fails.

- 4.1.7 To notify all relevant parties and utility companies and pay final accounts at the lawful end of the Tenancy
- 4.1.8 To pay for the entire invoices and costs of any contractors that the tenant arranges without having prior consent from the landlord or landlords agent unless acting reasonably to effect emergency repairs for which the landlord is liable.
- 4.1.9 To pay all costs for replacing locks or having keys cut if any keys are not returned at the lawful end of the Tenancy.
- 4.1.10 To pay any excess on the landlords insurance if the claim results from the tenant or tenant's visitor's negligence, misuse or failure to act reasonably.
- 4.1.11 To pay for the removal of all vermin, pests and insects if infestation begins during the Term unless such infestation was a direct failure of the landlord to fulfil his repairing obligations.
- 4.1.12 To pay any costs or fines incurred by the landlord if contrary to the terms of this agreement the tenant permits the property to be occupied as a House of Multiple Occupation (HMO) under the Housing Act 2004 by using the property in such a way that it requires to be licensed. This will happen if the permitted tenants permit additional people of any age to live at the property without the landlord's written permission.
- 4.1.13 To pay the costs of any court judgement which relates to any breach of Tenancy or gaining possession of the property.
- 4.1.14 To pay any contractor invoices that relate to a repair or inspection that is proven to be caused by the Tenant. This will relate to drains being blocked by the tenants waste or other situations where the tenants have caused the problem. This will also relate to appliance repairs.
- 4.1.15 The tenants agree to pay for all television licensing fees and associated television fees during the full term of the Tenancy and agree to reimburse the landlord if any fines or charges are incurred for not carrying out this obligation.
- 4.1.16 The tenant agrees to maintain and pay for all costs relating to a septic tank at the property if applicable including having the tank emptied within the last two weeks of the Tenancy.

4.2 Repairs at the property

- 4.2.1 The tenant agrees to keep the property including all fixtures and fittings, landlords machinery, electrical items and furnishings clean and tidy and in good and tenantable condition, repair and decorative order. Reasonable wear and tear, items for which the landlord is responsible and damage for which the landlord has agreed to insure is excepted.
- 4.2.2 The tenant agrees not to permit waste, injury or damage to the property or to make any alteration or addition to the property or the style and colour of the decoration without written permission from the landlord.
- 4.2.3 The tenant must notify the landlord of any wet rot, dry rot, or infestation by wood boring insects as soon as reasonably possible.
- 4.2.4 Tenants agree to promptly replace any broken glass caused by the tenant or tenant's visitors or friends.
- 4.2.5 The tenant agrees to be responsible and to undertake promptly any repairs for which the tenant is liable following written notice being served by the landlord or the landlord's agent. If the works are not carried out then the landlord may after issuing correct written notice enter the property, with or without others, to effect those repairs and the tenant shall pay the costs on demand.
- 4.2.6 If the property has a chimney or chimneys that are used for solid fuel and the tenant uses this facility then the tenant agrees to get the chimney swept as often as is needed and within the two weeks before the Tenancy expires, providing the landlord with a copy of receipt to illustrate the works being completed.

4.3 The Property

- 4.3.1 The tenant agrees to promptly notify the landlord in writing when the tenant becomes aware of any defect, damage or want of repair in the property other than such the tenant is liable to repair.
- 4.3.2 The tenant agrees to promptly notify the landlord of any notices, proceedings or letters relating to the landlord which the tenant has received.
- 4.3.3 The tenant agrees to promptly notify the landlord of any loss, damage, or occurrence which may give rise to a claim under the landlord's insurance policy.
- 4.3.4 The tenant, where applicable to do so, agrees to co-operate in the making of a claim against the landlords insurance, this will include giving access to assessors, contractors and the landlord amongst other duties.
- 4.3.5 The tenant agrees to use the property as any good tenant would

- 4.3.6 The tenant agrees to not remove any of the landlord's fixtures, fittings or furnishings unless the tenant has obtained the landlords written permission.
- 4.3.7 Tenant agrees to clean the windows externally and internally as often as necessary and in the last two weeks of the tenancy.
- 4.3.8 The tenant agrees to not cause or reasonably permit any blockage of the drains, pipes, gutters and channels in or about the property. This will include tenants being responsible for putting fat down the sink, failure to remove hair from plug holes and flushing inappropriate items down the toilet, the tenant shall be liable for any costs to repair or amend any damage caused.
- 4.3.9 The tenant agrees not to assign, sub-let, or share possession of the whole or any part of the property without the landlord's written consent.
- 4.3.10 Tenants agree not to permit any visitor or friend to stay for a longer period of more than 28 consecutive or non-consecutive days.
- 4.3.11 Tenant will allow the landlord or his agents or others to enter the property after they have given 24 hours written notice and as long as it is at a reasonable hour of the day.
- 4.3.12 The landlord, agent or others will be permitted to enter the property with reasonable written notice to view the state and condition of the property and execute repairs and other works upon the property or other surrounding properties.
- 4.3.13 The tenant agrees that with their knowledge the landlord can place the property on the sales market at any time during the Tenancy, a sales board can be erected and prospective purchasers can be shown the property as long as the appropriate and legal notice is given.
- 4.3.14 The tenant agrees to allow the agent or landlord access after notice to end the Tenancy has been issued by either party to remarket the property for lettings purposes and to erect a lettings board at the property. The tenant shall allow prospective tenants to view the property with the agent or landlord as long as reasonable notice for access has been issued.
- 4.3.15 Where legal notice for access has been issued the Tenant agrees that the agent, landlord or others can access the property using the management set of keys to gain access where the tenant is unable to provide supervised access. Except in cases of emergency where access shall be immediate.
- 4.3.16 The tenant agrees not to add any antenna, aerial, or satellite dish to the building without the landlords consent in writing which will not be unreasonably withheld.
- 4.3.17 The tenant agrees not to change or install new locks to any doors within the property and will not cut any additional keys without the landlord's written permission. All keys are to be returned to the property at the end of the Tenancy. If permission is granted to change or fit additional locks to the property, it is agreed that the tenant shall provide the agent or landlord with a management key as soon as reasonably possible.
- 4.3.18 Tenants must ensure the property is secured at all times, locking doors and windows and activating alarm systems where necessary.
- 4.3.19 The tenant agrees to keep the property sufficiently ventilated and warmed at all times to avoid build-up of condensation and prevent mildew growth within the property, this will also protect it from frost during winter. The tenant also agrees not to block any ventilators provided at the property. If the tenant does not ventilate or warm the property sufficiently then they may be held liable for any subsequent damage caused.
- 4.3.20 The tenant agrees to report any brown or sooty build up around the gas appliances or any suspected faults with any gas appliances
- 4.3.21 Tenants will not use any gas appliances that have been declared unsafe by any Gas Safe Engineer or any that have been disconnected from the supply.
- 4.3.22 Tenants will not use any oil stove, paraffin heater, or other portable fuel burning appliance or other appliance against the terms of the agreement except that has been provided by the landlord. Further the tenants shall not store any unsafe or flammable substances in or around the property.
- 4.3.23 Tenant agrees not to keep any motorcycles, cycles or other vehicles inside the property and only in a defined outside area or garage.
- 4.3.24 Tenants agree to perform and observe all valid obligations of any head lease or covenant of the property and will indemnify to the landlord any reasonable costs resulting from all claims, damages, costs and charges whatsoever in relation to a breach. The leasehold regulations if applicable will be found in the special agreements section of this document.
- 4.3.25 Tenant shall not keep any vehicle at the property without a valid road fund licence including commercial vehicles, boats, caravans, or trailers unless otherwise expressly permitted by the landlord in writing.
- 4.3.26 Tenant agrees to not affix any notice, sign, poster or other thing to the internal or exterior of the property in such a way that it shall cause damage. Tenants shall be liable to pay for the cost of any damage.

- 4.3.27 Tenant agrees not to prop open any fire doors in the property except if the property benefits from a built in system that closes the doors in the event of a fire. Tenants are not to disable or impair any such system.
- 4.3.28 Tenants shall not keep any such cat, or dog at the property. Tenants are not to keep any other pet, animal, bird, reptile, fish, insects or the like at the property without the expressed consent of the landlord in writing.
- 4.3.29 Tenants are not to allow any children to live at the property without the landlord's consent which will not be unreasonably withheld.
- 4.3.30 The tenants agree to keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mowed and edged. Tenants are not to alter the character or layout of the gardens without the landlords consent.
- 4.3.31 Tenants are not to form an obstruction in any common part of the building including stairways and hallways. The landlords and agent reserves the right to remove such obstruction and the cost shall be the liability of the tenant.
- 4.3.32 Tenants are strictly not permitted to smoke or allow any other person to smoke within the property.
- 4.3.33 Tenants agree to be responsible to replace and maintain any light bulbs, spotlights, fuses or florescent lights within the property and will ensure all bulbs and fuses are working before returning possession of the property back to the landlord.
- 4.3.34 The tenant agrees not to hang pictures, photos, posters, frames or any other fixture to the walls, ceilings or woodwork unless permission has been granted by the landlord or the landlords agent. If permission is granted then the tenant must remove the items upon vacation and return the walls, ceilings and woodwork back to the original condition.

4.4 General Matters

- 4.4.1 Tenants are not permitted to make or allow any noise or play any radio, television or other equipment in or about the property between the hours of 10pm and 7am as to be an audible nuisance outside the property
- 4.4.2 Tenants are not to carry on any trade or profession upon the property nor receive paying guests; they are only to use the property as a private residence for the occupancy of the tenants named on this agreement.
- 4.4.3 Tenants are not to allow or permit any behaviour within or around the property that may cause a nuisance to any person residing, visiting, or engaging in lawful activity in the locality. This includes the behaviour or family, visitors and friends of the tenant.
- 4.4.4 Tenants are not to use or allow the property to be used for any illegal or immoral purpose, please note that unauthorised taking of illegal substances or controlled drugs is considered to be illegal for the purpose of this agreement.
- 4.4.5 Tenant will forward any correspondence addressed to the landlord and other notices affecting the landlord to the landlord's agent without delay.
- 4.4.6 Tenants agree to use this residence as their principle residence and any change in status should be immediately reported to the landlord's agent and a new Tenancy shall be drawn up if necessary.
- 4.4.7 The tenant is not to leave the property empty for longer than 28 days consecutively without supplying the landlord and agent with reasonable notice.
- 4.4.8 It is the tenant's responsibility to check the provided Inventory and Schedule of Condition report for any errors or discrepancies to the landlord's agent within 7 days of receiving the inventory document.
- 4.4.9 The tenant is not to change any utility supplier without the approval and permission of the landlord or landlord's agent. If approval is given then the tenant agrees that all information about the new supplier and property reference number shall be provided to the landlord or landlord's agent.
- 4.4.10 The tenant is not to change the telephone number at the property without the landlords consent.
- 4.4.11 Tenants are to maintain (including changing the batteries) the internal smoke alarms if battery operated and are not in any circumstances to disable the alarm system or alter the operation of the system.
- 4.4.12 Tenants are not permitted to change or alter the operation code for the burglar alarm and the tenant is responsible in maintaining this system.
- 4.4.13 The tenant is not permitted to smoke within the property and tenants are not to allow friends, family or visitors to smoke within the property.
- 4.4.14 If a tenant is to bring to the property a gas appliance then it must be installed by a qualified Gas Safe Engineer and installation safety certificate provided to the landlord or agent for their records. If this cannot be provided then the item must be removed from the property by a qualified contractor and at the tenant's expense.

4.5 Insurance

Tenants are responsible for insuring their own items within the property and the landlord shall not provide any insurance that will cover a tenants belongings.

4.6 End of a Tenancy

- 4.6.1 The tenants agree to return possession of the property in the same good clean state and condition as it was at the beginning of the Tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the Tenancy. Reasonable wear and tear and damage for which the landlord has agreed to insure excepted.
- 4.6.2 Tenant agrees to return all keys for the property to the landlord's agent by 5.00pm on the last day of the Tenancy or sooner by mutual agreement. Not returning the keys by this time may result in the tenant still being liable for rent until the keys are returned.
- 4.6.3 The tenants agree to pay to get all linen, blankets, bedding, carpets, and curtains provided by the landlord professionally cleaned if soiled during the Tenancy.
- 4.6.4 Tenants will leave the oven in the same cleanliness as stated in the Inventory and Schedule of Condition.
- 4.6.5 Tenants will leave all fixtures, fittings and furnishings in the same rooms and places in which they were at the start of the Tenancy. If any items are found to be removed or damaged then the tenant shall compensate the landlord or replace the items with similar. Furthermore if additional items are found within the property, that were not on the signed Inventory then the tenant shall bear the cost of removing these items.
- 4.6.6 Tenants agree to remove all refuse and rubbish from the property upon vacation.
- 4.6.7 The tenant will provide the landlords agent with full forwarding addresses and contact details upon vacation to ensure ease of communication in regards to the deposit and gives permission to the agent to pass these details to any interested third parties such as utility companies or the local authority.
- 4.6.8 If at any time during the Tenancy the tenant shall die or become incapacitated which leads to the tenant being unable to reside at the property then the tenant or his representative (next of kin) shall take over the Tenancy and have right to terminate the Tenancy by giving the landlord or his agent one months' notice in writing.
- 4.6.9 Strictly with the landlords or agents written prior consent subject to strict conditions the tenant may be allowed to surrender the Tenancy before the lawful end date.

LANDLORDS OBLIGATIONS

The landlord agrees to the following:

- 5.1 The landlord will pay all assessments and outgoings in respect of the property, except for those which are the responsibility of the tenant as outlined in this agreement.
- 5.2 The landlord agrees to allow the tenant quiet enjoyment of the property during the Tenancy without any unlawful interruption from the landlord or any person lawfully claiming under or in trust of the landlord.
- 5.3 The landlord agrees to repay to the tenant any rent paid for any period whilst the property was inhabitable by fire or other risk. The term inhabitable shall have the same meaning as is placed upon it by the landlord's insurer or lost adjuster.
- 5.4 The landlord agrees that he is the sole owner of the leasehold or freehold interest in the property and that all necessary consents to allow him into enter in this agreement have been obtained in writing.
- 5.5 The landlord agrees to maintain a comprehensive insurance policy with a reputable company to cover the building, and all fixtures and fittings, carpets, furniture and effects but not including the tenant's belongings.
- 5.6 The landlord will not be responsible for any loss or inconvenience caused by failure of supply or service to the property supplied by a third party, where such failure is not caused by an act or omission on the landlords part.
- 5.7 The landlord agrees to supply the tenant with a copy of any freehold or head lease conditions affecting the behaviour of the tenant.
- 5.8 The landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985 which are quoted below:
 - 5.8.1 To keep in repair the structure and exterior of the property including drains, gutters and external pipes.
 - 5.8.2 To keep in repair and proper working order installations in the property for the supply of water, gas and electricity and for sanitation and for appliances for making use of the water supply.
 - 5.8.3 To keep in good repair and property working order the installations within the property for space heating and heating water.
- 5.9 The landlord agrees to take all reasonable steps to ensure the property's domestic gas and electrical

appliances are safe and in proper working order at the time of this Tenancy in order to comply with all landlords safety obligations under the relevant legislation.

TENANCY DEPOSIT PROTECTION PRESCRIBED INFORMATION

6.1 The contact details of the scheme are as below:

The Deposit Protection Service

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

08707071707

www.depositprotection.com

6.2 please see the website for any information provided by the scheme.

6.3 The deposit will only be repaid at the end of the Tenancy when the landlord and tenant have agreed or a dispute has been adjudicated by the ADR service or the order of a court.

6.4 if either party is not contactable at the end of the Tenancy then the other may use a "Statutory Declaration" procedure listed for single claims in Schedule 10 of the Housing Act 2004 as amended.

6.5 if no agreement can be sought between landlord and tenant with regards to the deposit then they may either apply to the Deposit Protection Service for a free alternative dispute resolution service or seek a county order for a judgement on their claim. The Deposit Protection Service offer free dispute resolution or deposits held by them. The service is provided by the Chartered Institution of Arbitrators.

6.6 The amount of the deposit is as stated in clause 1.6.1

6.7 The lead tenant for this Tenancy shall be .

HOUSING BENEFIT

7.1 The tenant authorises the Local Authority or Rent Service to discuss with the landlord and the landlords agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the property.

7.2 the tenant agrees to refund to the landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the landlord in respect of this tenancy, either before or after the tenant has vacated the property where this creates a shortfall in the money owed to the landlord.

THE GUARANTOR

8.1 The guarantor agrees to pay the landlord and the landlords agent for any reasonable losses suffered as a result of the tenant failing to fulfil any of the obligations under this agreement or for failing to pay rents or other monies lawfully due.

8.2 The guarantor agrees to pay on demand and in full any overdue rent or other monies lawfully due under this agreement for the full term of the Tenancy and until vacant possession is given to the landlord.

8.3 The guarantor agrees to make payments lawfully due under clauses 8.1 and 8.2 even after the tenant has returned possession of the property to the landlord.

8.4 The Guarantor shall also be responsible for any rental increases that are implemented during the full term of the Tenancy Agreement.

8.5 The guarantor will be jointly and severally liable with the tenant and means they are both responsible for complying with the tenants obligations.

8.6 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.

SPECIAL CONDITIONS

NONE

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

.....

Signature of Tenant
(Imogen Lang)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mrs Lorna Lang)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Tenant
(Toby Matthew)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mr Timothy Matthews)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Tenant
(Ralph Kitt Green)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mr David Green)

Signature of Witness

..... occupation

Name of Witness

Address of Witness

Signature of Tenant
(Edward Hanley)

Signature of Witness occupation
Name of Witness
Address of Witness

Signature of Guarantor
(Mrs Amanda Hanley)
Signature of Witness occupation
Name of Witness
Address of Witness

Signature of Tenant
(Emily Mort)
Signature of Witness occupation
Name of Witness
Address of Witness

Signature of Guarantor
(Mr Ceri Mort)
Signature of Witness occupation
Name of Witness
Address of Witness

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



Signature of Tenant
(Imogen Lang)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mrs Loma Lang)

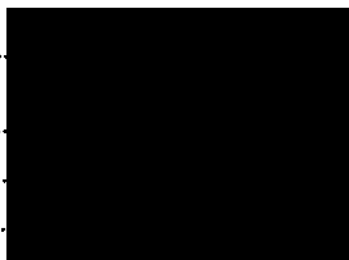
Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Tenant
(Toby Matthew)



Signature of Witness

occupation

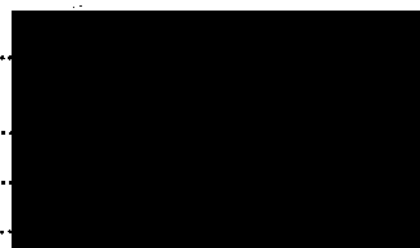
N/A

Name of Witness

Address of Witness



Signature of Guarantor
(Mr Timothy Matthews)



Signature of Witness

occupation



Name of Witness

Address of Witness



Signature of Tenant
(Ralph Green)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mr David Green)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Tenant
(Edward Harley)

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



Signature of Tenant
(Imogen Lang)

Signature of Witness

Name of Witness

Address of Witness

.....
..... occupation

Signature of Guarantor
(Mrs Lorna Lang)

Signature of Witness

Name of Witness

Address of Witness

.....
..... occupation

Signature of Tenant
(Toby Matthew)

Signature of Witness

Name of Witness

Address of Witness

.....
..... occupation

Signature of Guarantor
(Mr Timothy Matthews)

Signature of Witness

Name of Witness

Address of Witness

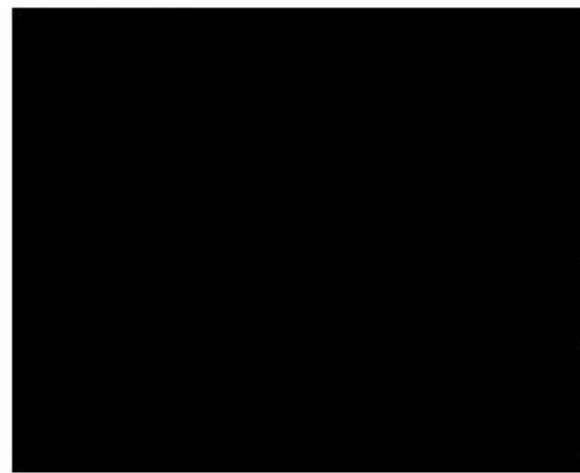
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..... occupation

Signature of Tenant
(Ralph Kitt Green)

Signature of Witness

Name of Witness

Address of Witness



.....
..... occupation *agent*

Signature of Guarantor
(Mr David Green)

Signature of Witness

Name of Witness

Address of Witness

.....
..... occupation

Signature of Tenant
(Edward Hanley)

.....

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



Signature of Tenant
(Imogen Lang)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mrs Lorna Lang)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Tenant
(Toby Matthew)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Guarantor
(Mr Timothy Matthews)

Signature of Witness

occupation

Name of Witness

Address of Witness

Signature of Tenant
(Ralph Green)

Signature of Witness

occupation

Name of Witness

Address of Witness

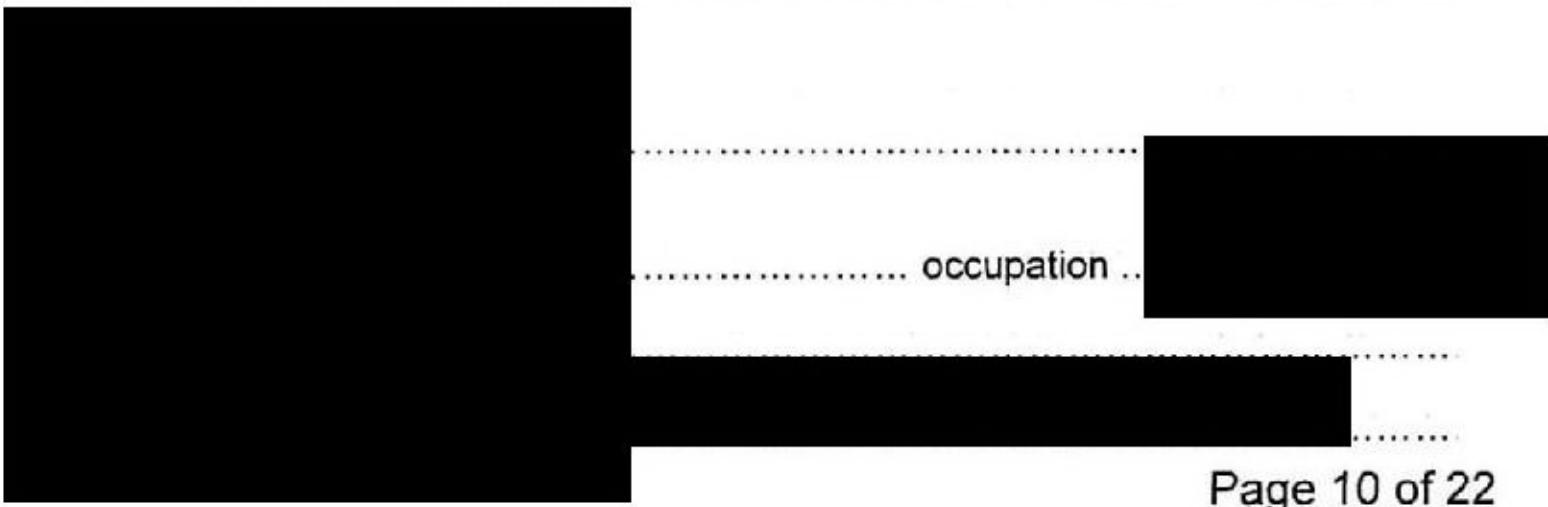
Signature of Guarantor
(Mr David Green)

Signature of Witness

occupation

Name of Witness

Address of Witness



Signature of Tenant
(Edward Hanley)



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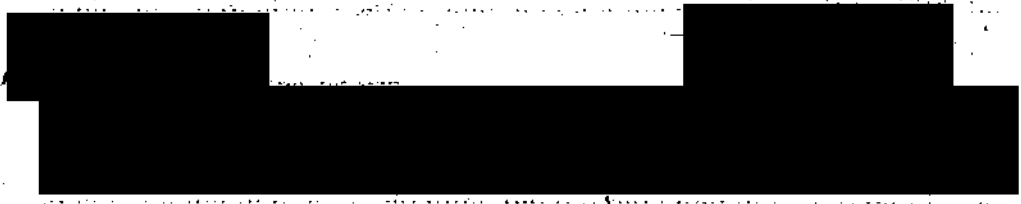
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Signature of Tenant
(Imogen Lang)

Signature of Witness

Name of Witness

Address of Witness

Signature of Guarantor
(Mrs Lorna Lang)

Signature of Witness

Name of Witness

Address of Witness

Signature of Tenant
(Toby Matthew)

Signature of Witness

Name of Witness

Address of Witness

Signature of Guarantor
(Mr Timothy Matthews)

Signature of Witness

Name of Witness

Address of Witness

Signature of Tenant
(Ralph Green)

Signature of Witness

Name of Witness

Address of Witness

Signature of Guarantor
(Mr David Green)

Signature of Witness

Name of Witness

Address of Witness

Signature of Tenant
(Edward Hester)

Signature of Witness

... occupation ...

Name of Witness

Address of Witness



17/3/17

Signature of Guarantor
(Mrs Amanda Hanley)

Signature of Witness

Name of Witness

Address of Witness

... occupation ...



Signature of Tenant
(Emily Mort)

Signature of Witness

Name of Witness

... occupation ...

.....
.....
.....

12 PENARTH

available to download from http://www.depositprotection.com/Documents/scheme_rules.pdf , and details the following:

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

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

Phone 0870 7071707

Email enquiries@depositprotection.com

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

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

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

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

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

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

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

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

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

Landlords Signature:

Dated

Tenants Signature(s)

Dated

NOTES

(1) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by

Name of Witness
Address of Witness

Signature of Guarantor
(Mrs Amanda Hanley)

Signature of Witness occupation

Name of Witness

Address of Witness

Signature of Tenant
(Emily Mort)

Signature of Witness occupation [REDACTED]

Name of Witness [REDACTED]

Address of Witness [REDACTED]

Signature of Guarantor
(Mr Ceri Mort)

Signature of Witness occupation [REDACTED]

Name of Witness [REDACTED]

Address of Witness [REDACTED]

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

To:

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

The Deposit Protection Service (The DPS)
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
Telephone No. 0844 4727 000 Email address: 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. See attached Terms and Conditions.

3. Information on the procedures applying for the release of the deposit at the end of the tenancy. See attached Terms and Conditions.

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

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

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation. There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute. See attached Terms and Conditions for further information
* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

(a) Amount of deposit paid [REDACTED]

(c) Address of property to which the tenancy relates.
12 Penarth Road
FALMOUTH
Cornwall
TR11 2NY

(d) Name, address and details of Landlord(s) [REDACTED]

(e) Name, and contact details of the Tenant(s)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

(f) Name of Third Party making the payment:

.....
Address including postcode:
.....
.....
.....

Telephone number(s):

Email address (es):

Fax Number(s):

4
(f) Circumstances when all or any part of the deposit may be retained by the Landlord. I/We (being the Landlord) certify that – (i) The information provided is accurate to the best of my/our knowledge and belief (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

NOTES
(1) A copy of the Deposit Protection Service Terms and Conditions must be attached to this document. It is available to download from http://www.depositprotection.com/Documents/scheme_rules.

(2) 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.

(3) 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.

(4) 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 14 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

The Deposit Protection Service
Deposit Protection Custodial Scheme Terms and Conditions

1. Definitions

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

ADR Procedure means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the procedure for disputing a Single Claim (iii) the acceptance of a Dispute into the Adjudication process; and (iv) the Adjudication including implementing the Decision;

Adjudication means an evidence based decision making process as a result of which a Decision shall be made as to how a Dispute should be resolved and Adjudicators shall be defined accordingly;

Adjudicator means an independent, impartial and qualified expert appointed by The DPS to Adjudicate and provide a Decision;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;

Change of Landlord/ Agent Form means a paper or online form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;

Contact Centre means The DPS's dedicated telephone contact centre which can be contacted on 0844 472 7000;

The DPS means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3456808 and whose registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE;

Decision means the reasoned decision of the Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions, as notified to the Landlord and Tenant and implemented by The DPS;

Deposit or Custodial Deposit means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement, the discharge of any liabilities, any damages to the property and/or non-payment of rent during the Tenancy;

Deposit ID means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful submission of a Deposit to The DPS by the Landlord or a Third Party;

Custodial Deposit Submission Form means the form to be completed by the Landlord in accordance with these Terms and Conditions and submitted to The DPS with a payment equaling the amount of the Deposit;

Dispute means a dispute between the Landlord and the Tenant relating to how much of the Deposit if any, held by The DPS under the Custodial Tenancy Deposit Scheme should be returned by The DPS to the Tenant at the end of the Tenancy;

Dispute Papers means the documents detailed in Section 28a;

Forms means all forms required to be submitted in relation to the Scheme and includes the Change of Landlord/ Agent Form, the Deposit Submission Form, the Landlord's Evidence Form, the Joint Custodial Deposit Repayment Form, the Tenant's Evidence Form, the Statutory Declaration and the Statutory Declaration Notice;

Joint Custodial Deposit Repayment Form means a form to be completed by both the Landlord and Tenant whether on paper or online:

- i. requesting that all or part of the Deposit be repaid in accordance with the agreed instructions it contains; AND/OR
- ii. notifying The DPS that there is a Dispute in relation to the repayment of all or part of the Deposit, requesting that the Dispute be referred to Adjudication in accordance with these Terms and Conditions and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator

Joint Tenancy means a Tenancy where there is more than one Tenant and Joint Tenants shall be construed accordingly;

Landlord means a Landlord of a Tenancy and for the purposes of these Terms and Conditions includes a Letting Agent or Organisation, where applicable;

Landlord's Evidence Form means the standard Landlord's evidence form completed by the Landlord containing evidence in support of the Dispute;

Landlord ID means the unique identifying reference number allocated to the Landlord by The DPS following their registration with the Service;

Landlord's Repayment ID means the identifying number issued by The DPS to the Landlord which is unique to the Landlord and Deposit to which it relates and which will be required by the Landlord to claim repayment of the Deposit;

Lead Tenant means:

- i. in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and
- ii. where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and
- iii. where there is only one Tenant, that Tenant.

Letting Agent means the letting agent who lets or manages property on behalf of the Landlord;

Organisation means the company who lets or manages property on behalf of the Landlord;

Parties means the Landlord and Tenant and Party shall be construed accordingly;

Prescribed Information means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007;

Repayment ID means together the Landlord's Repayment ID and the Tenant's Repayment ID;

Scheme or Custodial Scheme means the Custodial Tenancy Deposit Scheme, established under the Housing Act 2004 and provided by The DPS on behalf of the Government (Department for Communities and Local Government) under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Third Party has been deposited with The DPS;

Service means the Deposit Protection Service or The DPS, which offers both Custodial and Insured Tenancy Deposit Schemes

Single Claim means a claim by a Party for the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in Section 20;

SMS means Short Message Service, otherwise known as text messaging services;

Statutory Declaration means the statutory declaration completed by either the Landlord or the Tenant claiming repayment of all or part of the Deposit in accordance with the Single Claim Process;

Statutory Declaration Notice means a notice to be served by The DPS following the receipt of a Statutory Declaration;

Terms and Conditions means these Custodial Deposit Protection Scheme Terms and Conditions;

Tenancy means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme;

Tenant means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants;

Tenant's Evidence Form means the standard tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;

Tenant's Repayment ID means the identifying number issued by The DPS to the Tenant which is unique to the Tenant and Deposit to which it relates and which will be required by the Tenant in order for them to claim repayment of the Deposit;

Third Party means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;

Transfer means:

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

You means the Party using the Scheme in accordance with these Terms and Conditions and your shall be defined accordingly;

Virtual Agent means an interactive program provided by The DPS via its website that serves as an online customer service advisor.

2. Background – The Housing Act 2004

- a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on

or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.

- b. The DPS operates the only custodial tenancy deposit scheme. It is free to use (including the ADR Process) and open to all Landlords. The custodial scheme is funded entirely from the interest earned on custodial Deposits held;

- c. If the Deposit is not protected in a Government authorised tenancy deposit scheme and/or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the deposit and not more than three times the amount of the deposit. Further, any failure to comply with Section 213 of the Housing Act means that no Section 21 notice can be given.

- d. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 13 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com.

- e. Deposits are protected to ensure:

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

3. Overview of how the Scheme works

- a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to protect the Deposit with the Custodial Scheme, the Housing Act 2004 requires that the Landlord must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.

- b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 13. The Landlord must provide the Prescribed Information to the Tenant. A Prescribed Information Template is available at www.depositprotection.com

- c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for repayment of the Deposit to the Landlord, Tenant or the Third Party (if any). The Landlord and Tenant must complete a Joint Custodial Deposit Repayment Form confirming:

- i. the amount of the Deposit repayment of which is agreed; and
- ii. the amount of the Deposit repayment of which is not agreed.

- d. Any agreed amount of the Deposit will be paid out by The DPS in accordance with the Joint Custodial Deposit Repayment Form within 10 calendar days of receipt of the correctly completed Joint Custodial Deposit Repayment form.

- e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions (see Sections 23 to 28) unless the DPS are notified otherwise in writing.

- f. If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 20 to 22).

- g. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 20 to 22).

4. Ways to Contact The DPS

- a. The Online Service

- i. Landlords may register online and Parties may complete and submit Forms online by visiting www.depositprotection.com.
- ii. Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or, if a Dispute is being dealt with under the ADR Procedure, by emailing disputes@depositprotection.com.
- iii. Subject to Section 30(d), the online Service will be available 24 hours per day, 7 days per week and 365 days per year.
- iv. All transactions processed via the online service will be processed in real time.

- b. Contact Centre Service

- i. The Contact Centre is available to:
 1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Scheme;
 2. process requests for Forms; and
 3. manage new registrations of Landlords and Letting Agents.
- ii. The telephone number for the Contact Centre is 0844 4727 000.
- iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
- iv. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
- v. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
- vi. Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.

- c. Paper Based Service

- i. All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:

The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
- ii. Paper Forms can be requested via The DPS helpline on 0844 4727 000.
- iii. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

5. Registering for the Scheme – general information

- a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.

- b. The DPS will require all Landlords (other than Letting Agents and Organisations) provide the following mandatory pieces of information:

- i. full name and title of the Landlord;
- ii. correspondence address of the Landlord;
- iii. at least one contact telephone number for the Landlord; and
- iv. online registrants and users will have to provide a valid email address.

- c. The DPS will require all Letting Agents and Organisations to provide the following mandatory pieces of information:

- i. full name and title of the primary contact at the Letting Agent or Organisation;

- i. Letting Agent's or Organisation's name
 - ii. correspondence address of the Letting Agent or Organisation;
 - iii. at least one contact telephone number for the Letting Agent or Organisation;
 - iv. online registrants and users will have to provide a valid email address.
- 6. Registering Online**
- a. Landlords may register online at www.depositprotection.com
 - b. All online registrants will have to confirm that they have read and understood The Deposit Protection Service General Terms and Conditions which incorporates the Data Protection Notice/Privacy Policy.
 - c. All online registrants, when submitting their first deposit through the custodial scheme or when these Terms and Conditions have been updated will have to confirm that they have read and agree to be bound by these Terms and Conditions.
 - d. Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. This password should be kept secure at all times and should not be disclosed to anyone.
 - e. Online registrants will receive a password activation email. To validate their registration the Landlord must click through the link in the email and log onto the Service.
 - f. Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.
 - g. The unique combination of the email address and password provided by the Landlord will be used to validate the Landlord's identity on login, provide access to all information stored by The DPS on the Landlord or Letting Agent, allow Landlords to update data held by The DPS in relation to the Tenancy including a Change of Landlord or Change of Tenants and to instigate the Deposit repayment process.
- 7. Registering by Telephone**
- a. Landlords may register by telephone by calling 0844 4727 000.
 - b. All Landlords who register for the Service via the Contact Centre will be provided with:
 - i. a Landlord's ID on the telephone which will be confirmed in writing; and
 - ii. a written copy of these Terms and Conditions will be sent within 3 Business Days of registering with The DPS.
 By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.
- 8. Joint Tenancies and Third Parties**
- a. Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be sub-leased separately to The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Deposit Submission Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
 - b. The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the completion of the Joint Repayment Form, any Statutory Declaration or the Tenant's Evidence Form or any other relevant Form. It is the responsibility of the Lead Tenant to agree with the Landlord the distribution of Deposit at the end of the Tenancy between the Landlord, the Joint Tenants who are party to any Joint Tenancy and any Third Party. Instructions will only be accepted if they have been signed by the Lead Tenant or the Lead Tenant has authorised their Representative ID.
 - c. The Lead Tenant will be responsible for providing repayment information for each Tenant and the Third Party and a valid forwarding address/email address for each Tenant and the Third Party to enable The DPS to provide repayment confirmation notices to each Tenant and the Third Party. The Lead Tenant will be required to provide their signature on Repayment Forms on behalf of all of the Joint Tenants.
 - d. It is the responsibility of the Landlord completing the Deposit Submission Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
 - e. The Landlord will be required to confirm, on the Custodial Deposit Submission Form, that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
 - f. Changes to Joint Tenancy information is the responsibility of the Landlord.
- 9. Custodial Deposit Submission**
- a. The Landlord or Letting Agent is responsible for ensuring that Deposits are submitted for protection within 30 calendar days of the date of receipt by the Landlord.
 - b. Deposit information can be submitted by completing an online or paper Custodial Deposit Submission Form.
 - c. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Custodial Deposit Submission Form is full and correct.
 - d. The following information is a mandatory requirement on all Deposit Submission Forms:
 - i. Landlord ID;
 - ii. Landlord name / Letting Agent or Organisation name / trading name;
 - iii. house number / name and full line of address of Tenancy property;
 - iv. town / city of Tenancy property;
 - v. whether the Tenancy property is furnished / unfurnished;
 - vi. start date of Tenancy;
 - vii. Tenancy duration (months);
 - viii. date Deposit received by the Landlord;
 - ix. Deposit amount;
 - x. full name and title of Tenant / Lead Tenant / Third Party;
 - xi. in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy;
 - xii. a mobile phone number or email address for the Sole / Lead Tenant (online submissions).
 - e. Incomplete, illegible or unrecognisable Custodial Deposit Submission Forms will be rejected and payments returned to the sending Landlord within 4 Business Days of receipt.
 - f. In the event that cheques are returned unpaid, The DPS will levy a fee of £25.89 which must be paid by the Landlord. Until this fee is paid, The DPS will not accept a Deposit from the Landlord.
 - g. The Landlord may increase the amount of an existing Deposit at any time during the Tenancy by logging into their account and selecting 'Add additional payment' to its Deposit via the 'View Deposits' menu. Once the payment has cleared, Deposit Confirmations will be issued to the Landlord and Tenant.
- 10. Online Custodial Deposit Submission Forms**
- a. Custodial Deposit Submission Forms may be completed using The DPS online service at www.depositprotection.com.
 - b. Landlords using the online service will not be able to submit a Custodial Deposit Submission Form unless all the mandatory information is provided.
 - c. Cheques, Bank Transfers or Debit Cards can be used as payment for online transactions.
 - d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where payments are made online, Custodial Deposit Submission Forms will be processed within 1 Business Day of receipt by The DPS.
 - e. Cheques sent in support of Custodial Deposit Submission Forms completed online must be accompanied by a printed copy of the completed Custodial Deposit Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Custodial Deposit Submission Form.
 - f. The printed Custodial Deposit Submission Form and cheque should be sent to the address set out in Section 4(i).
 - g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit

- Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Deposit Submission Form was completed and appearing on the completed online Deposit Submission Form.
- h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
 - i. For all Deposit Submission Forms that are successfully processed, cheques will be banked within 1 Business Day of receipt (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Custodial Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing). Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form is processed.
- 11. Paper Custodial Deposit Submission Forms**
- a. All paper Custodial Deposit Submission Forms should be sent to the address set out in Section 4(i).
 - b. A cheque for the full amount of the Deposit must be securely attached to the Custodial Deposit Submission Form. Only cheques will be accepted as payment for paper Custodial Deposit Submission Forms.
 - c. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Custodial Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
 - d. Custodial Deposit Submission Forms will be processed within 4 Business Days of receipt by The DPS.
 - e. Paper Custodial Deposit Submission Forms will be rejected and the Deposit returned in the event that they are not properly and fully completed.
 - f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Custodial Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
 - g. Cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing. Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form has been processed.
- 12. Bank Transfers**
- a. Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account under 'Bank Transfers'. It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.
 - b. Payments received may be allocated to Custodial Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Custodial Deposit awaiting payment. If for any reason The DPS are unable to create a match, then the deposited funds will be credited to your account for you to allocate manually.
 - c. If manual allocation is chosen the Landlord must log-on to their DPS account to manually allocate the deposited funds in relevant Custodial Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected.
 - d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact The DPS on 0844 4727 000 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.
- 13. What happens after the Deposit has been protected?**
- e. The DPS will provide confirmation to:
 - i. the Landlord sent to their registered address or registered email address;
 - ii. the Lead Tenant - sent to the registered email address, or if none has been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;
 - iii. where there are Joint Tenants, to the registered email address of each Tenant or to the Household at the Tenancy address.
 - f. The Landlord will be responsible for providing confirmation to the Third Party.
 - g. The confirmation to each Party will contain:
 - i. Name, address and contact details of the DPS;
 - ii. the Deposit ID;
 - iii. the amount of the Deposit and the date of receipt;
 - iv. the name and contact details of the Landlord;
 - v. the name(s) of the Tenant(s) and the Lead Tenant, if applicable;
 - vi. the address of the Tenancy property;
 - vii. start date of Tenancy;
 - viii. Tenancy duration (months);
 - ix. a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.
 - d. The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any Third Parties or to another Party. It is the responsibility of the Sole/Lead Tenant to safeguard the Tenant's Repayment ID and not disclose it to any Third Parties or to another Party.
 - e. If a Repayment ID has been lost a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0844 4727 000. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 889 quoting REPAY and adding their deposit ID and Deposit amount.
- 14. The Tenant's Login**
- a. Lead Tenants will be able to log on to the Service at www.depositprotection.com by inputting their Repayment ID and the Deposit ID.
 - b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenants will be able to amend or update Tenants' email addresses and telephone numbers. Lead Tenants will also be able to start the Deposit repayment process online.
- 15. Changes in Landlord's or Tenant's Data**
- a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlords may change any other data held in relation to the Landlord or notify The DPS of a Change of Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.
 - b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.
 - c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:
 - i. over the telephone helpline
 - ii. via the online service
 - iii. in writing
 - d. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.
 - e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
 - f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
 - g. Changes to Landlord and Tenant's data shall include Tenants.

16. Transfers

Change of Landlords

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

Change of Tenants

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

17. Deposit Repayments

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

18. Joint Repayment Forms

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

19. Confirmation of Deposit Repayment

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

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

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

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

21. Single Claim Process - Statutory Declaration

- a. To use the Single Claim Process, either the Landlord or Tenant who is claiming part or all of the Deposit (the "Claiming Party") must provide The DPS with a Statutory Declaration at least 14 calendar days after the Tenancy has ended.
- b. The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0844 4727 000.
- c. PLEASE NOTE: the Statutory Declaration must be sworn or affirmed in the presence of a Solicitor/Commissioner for Oaths/ or a Magistrate.
- d. The Statutory Declaration must contain the following information:
 - i. the date on which the Tenancy ended;
 - ii. confirmation that the Parties have failed to reach agreement with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
 - iii. the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
 - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
 1. the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or email addresses) which the Claiming Party has for the Other Party; or
 2. the Other Party has failed to respond to the Claiming Party's written notice in relation to the distribution of the Deposit. In this case a copy of the written notice sent to the Other Party must be attached.
 - v. any information the Claiming Party has as to the whereabouts of the Other Party;
 - vi. confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;
 - vii. confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and
 - viii. a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and wilfully makes a false declaration he may be liable to prosecution under Section 8 of the Perjury Act 1911.

22. Single Claim Process – Statutory Declaration Notice and Resolution

- a. Once The DPS has received a properly completed Statutory Declaration which meets the above requirements, it will issue a Statutory Declaration Notice and a summary of the claim to the Other Party's registered address asking the Other Party to indicate within 14 calendar days of receipt:
 - i. whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
 - ii. whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
 - iii. if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator. The DPS will also, where possible, send notification that a postal Notice has been issued via email or SMS.
- b. Unless the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days of issuance (the Statutory Declaration Deadline), indicating their responses to a(i) – iii above, The DPS will release the full amount claimed to the Claiming Party within 10 calendar days of the Statutory Declaration Deadline.
- c. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, confirming that he accepts that the whole or part of the amount claimed should be paid to the Claiming Party, such amount will be paid to the Claiming Party within 10 calendar days of The DPS receiving the Statutory Declaration Notice.
- d. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, indicating that he does not accept that the Claimant should be paid all or any of the amount claimed, The DPS will inform the Claiming Party that their claim has been rejected wholly or in part and shall provide a summary of the Other Party's Statutory Declaration Notice.
- e. The Claiming Party will have 7 calendar days from the issue of the summary of the Other Party's Statutory Declaration Notice to either accept or disagree with the contents of the Other Party's Statutory Declaration Notice and to submit any additional evidence which they wish to be taken into account. The Other Party will also be given 7 days notice that the Dispute will be referred to the Adjudicator and given 7 days to submit any final evidence. If no response is received from the Claiming Party or the Other Party within 7 calendar days of the issuance of the summary of the Other Party's Statutory Declaration Notice, the Dispute will be referred to the Adjudicator in any event.
- f. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days but fails to indicate whether he consents to the Dispute being resolved by an Adjudicator, he will be treated as having given his consent for the Dispute to be referred to Adjudication. Both Parties will then be informed that the Dispute has been referred to Adjudication as detailed in (e) above.
- g. Upon completion of the steps detailed above, The DPS will forward copies of the
 - i. the Statutory Declaration;
 - ii. the Statutory Declaration Notice;
 - iii. any additional evidence submitted by either Party, to the Adjudicator (see: Adjudication at section 28 below).
- h. The DPS will release any undisputed amount to the party or parties concerned.
- i. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

Adjudication – The Alternative Dispute Resolution (ADR) Service

23. Eligibility to use the ADR Procedure

- a. The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 20 to 22 above.
- b. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.
- c. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.
- d. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
- e. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
- f. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and at any stage of the ADR Procedure but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can return the Deposit in accordance with that agreement.
- g. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- h. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute may be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.
- i. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions

- and is eligible to participate in, or continue to participate in, the ADR Procedure.
- j. The Dispute must not be the subject of an existing court action.
 - k. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:
 - i. they relate to matters other than the return of the Deposit; and/or
 - ii. where either Party has indicated their intention to issue legal proceedings; and/or
 - iii. the issues involved have already been determined by a Court.
 - l. The Adjudicator may also reject Disputes which, in their reasonable opinion:
 - i. are being pursued in an unreasonable manner;
 - ii. are frivolous;
 - iii. are vexatious; and/or
 - iv. seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process.
 - m. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to disputes@depositsprotection.com. All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.
- 24. Initiating the ADR Procedure - The Joint Custodial Repayment Form**
- a. Where a Dispute arises between the Parties which cannot be resolved by negotiation being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement) to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 29 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.
- 25. Notification of a Dispute to The DPS**
- a. Upon receipt of a duly completed Joint Custodial Deposit Repayment Form notifying The DPS of a Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Landlord's Evidence Form has been issued, via email or SMS.
 - b. The Landlord's Evidence Form should include the following information:
 - i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
 - ii. attach the signed check-in inventory and schedule of condition;
 - iii. attach vacating instructions;
 - iv. attach the signed check-out inventory and schedule of condition;
 - v. attach a signed and legally compliant written tenancy agreement;
 - vi. if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
 - vii. attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
 - viii. attach a statement of the rent account, if relevant;
 - ix. where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - x. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
 - xi. confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.
 - c. If the Landlord is unable to provide any of the information detailed in Section 25(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
 - d. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.
 - e. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.
 - f. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Custodial Repayment Form.
- 26. Notification of a Dispute to the Tenant**
- a. The DPS will provide the Tenant with a summary of Landlord's submitted evidence and a Tenant's Evidence Form. The Tenant's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Tenant's Evidence Form has been issued, via email or SMS.
 - b. The Tenant's Evidence Form requires the following information be provided:
 - i. set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Deposit; and
 - ii. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence must be signed or a statement should be attached signed by the party providing them and showing the date on which they were taken.
 - c. If there is a Lead Tenant they must complete the Tenant's Evidence Form on behalf of all Tenants.
 - d. If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Landlord's instructions contained on the Joint Custodial Repayment Form.
- 27. Landlord's Response**
- a. The DPS will provide the Landlord with a summary of the Tenant's submitted Evidence. The Landlord will have 7 calendar days from the issue of the summary of the Tenant's Evidence Form to either accept or disagree with the contents of the Tenant's Evidence Form and to submit any additional evidence which they wish to be taken into account. If no response is received from the Landlord within 7 calendar days, the Dispute will be referred to the Adjudicator. All additional evidence must be received within this time frame.
- 28. The Adjudication**
- a. Upon completion of the steps detailed above, The DPS will forward copies of
 - i. the Landlord's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
 - ii. the Tenant's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
 - iii. any additional evidence submitted by the Landlord or the Tenant, to the Adjudicator.
 - b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.
 - c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
 - d. The Adjudicator may:
 - i. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where appropriate

- ii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant
 - iii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;
 - iv. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator will send copies of any additional information or documents received from one Party to the other Party.
 - i. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
 - ii. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
 - iii. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
 - iv. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.
 - v. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.
- 29. Court Orders**
- a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Deposit if the Court Order specifically refers to the Deposit and/or the scheme administrator holding the Deposit and includes a direction as to how much of the Deposit is to be paid to the successful claimant.
 - b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Deposit until either the Order is amended or a Third Party Debt Order is obtained.
- 30. Liability**
- a. The DPS will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, will default or fraud save that the DPS's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates. The DPS does not accept liability for any indirect or consequential loss suffered by a Party or for any loss, which does not arise as a result of its negligence, will default or fraud.
 - b. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.
 - c. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
 - d. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been lost, disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS will act accordingly. You will be liable for all such transactions.
 - e. Once processed, a Custodial Deposit Repayment Form or online deposit response containing your Repayment ID is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
- 31. Costs**
- a. Save for a fee of £25.89 if a cheque provided in us bounces, and a fee of £25.89 for the processing of a payment to an overseas bank account, all aspects of the Service are free to us including the ADR Procedure and Adjudication. The DPS is funded entirely from the interest earned on Deposits held.
- 32. Complaints**
- a. The DPS aims to provide a first class service to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.
 - b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either:
 - by writing to: The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS39 6AA
 - OR
 - by email at: complaints@depositsprotection.com
 - c. The DPS will treat all complaints seriously and investigate the matter fully.
- 33. Confidentiality**
- a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.
 - b. Despite Section 33(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.
- 34. General**
- a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.
 - b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:
 - i. excluding the day of receipt of Forms or documents by The DPS; and
 - ii. from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
 - c. Unless correspondence relates to ADR, Single Claim Process, or the repayment of the Deposit, all communications will be sent via 2nd class post.
 - d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0844 4727 000;
 - e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
- f. All Deposits will be held in a designated bank account which The DPS maintains for Parties using the Scheme.
 - g. The DPS may from time to time change these Terms and Conditions, any such changes will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at www.depositsprotection.com. All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The DPS. The DPS Terms and Conditions can be viewed online at www.depositsprotection.com or a paper copy is available on written request.
 - h. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
 - i. If The DPS relaxes any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce the term strictly again at any time.
 - j. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity of any other matter relating to the instruction.
 - k. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving (improperly or not acting in accordance with good market practice).
 - l. The DPS will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
- 35. Governing Law**
- These Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.