

Assured Shorthold Tenancy Agreement

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended). Once this document is signed it will be legally binding and can be enforced in court. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it and if in doubt with the content of the agreement you can ask the other party for clarification or seek independent advice.** It should be kept for the lifetime of the tenancy as you may need to refer to it in the future.

FIELDS IN BLUE ARE EDITABLE BY THE LANDLORD UNTIL ALL PARTIES HAVE SIGNED THIS AGREEMENT. IF AN ITEM IS CHANGED AFTER SOME PARTIES HAVE SIGNED, ALL PARTIES WILL BE REQUIRED TO SIGN THE CONTRACT AGAIN.

SECTION A: DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement:

Agent: means a company or person who has been engaged by us to manage the Property on our behalf, or anyone who then takes over the rights and obligations of our Agent.

Common Parts: Common Parts means any part of a building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings.

Contents: means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

Emergency: means where there is a risk to life or damage to the fabric of the Building or the Contents.

Fixtures and Fittings: includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

HMO / House in Multiple Occupation: means that this Property is let to a group of three or more people where at least two people are unrelated.

Joint and Several: means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages in any sum against any one or more of you entirely at our discretion.

Landlord: A reference in this agreement to the Landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy, including the landlord's agent.

Permitted Occupier: means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the property but have been granted permission to occupy it as a guest for a period of time during this Tenancy by the Landlord, if applicable. This permission can only be granted in writing.

Property: The self-contained flat or house we let to you, which is located as described in clause 3.1. It also includes any part or parts of the Property boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. For the avoidance of doubt, where obligations refer to the Property they are also referring to the Room.

Schedule of Condition: is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items, also called *inventory*.

Superior Lease: sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property or some larger building that the Property sits within, giving them the right to possession of the Property at the end of our lease.

Tenancy: means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

Tenant: A reference to the Tenant includes a reference to anyone who succeeds to or inherits this tenancy on the death of the Tenant.

Term: means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

Us, Our, We: means the Landlord.

Working Day: does not include Saturdays, Sundays and Bank Holidays.

You, your: means the Tenant.

References to the singular include the plural and references to the plural include the singular.

- a) A reference to one gender shall include a reference to the other gender and references to the singular include the plural, and vice-versa; and to the 'month' mean calendar month.
- b) A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act – for example section 11 of the 1985 Act) is a reference to it as it is in force for the time-being, taking account of any amendment, extension or re-enactment of the law concerned.
- c) References to clauses are to clauses of this agreement.
- d) Where two or more persons are named on the tenancy agreement, their obligations shall be joint and several.
- e) The type of contract between the landlord and its agent is a **#tenancy_management_type#** service.

SECTION B: MAIN TERMS OF THE AGREEMENT

The Parties

1.1 This is an agreement for a fixed term assured shorthold tenancy. This agreement is made the day of **#full_date#**.

1.2 The parties are:

The landlord(s) (“the Landlord”):

#owner_name_block#

#owner_company_name#

Address: **#owner_address_block#**

email: **#owner_email_block#**

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

and the following tenant(s) (“the Tenant”):

#applicant_name#

email: **#applicant_email_block#**

Guarantor: **#applicant_guarantor_name#** (*add if applicable*)

Address: **#applicant_guarantor_address_block#**

email: **#applicant_guarantor_email_block#**

#applicant_2_name#

email: **#applicant_2_email_block#**

Guarantor: **#applicant_guarantor_name#** (*add if applicable*)

Address: **#applicant_guarantor_address_block#**

email: **#applicant_guarantor_email_block#**

#applicant_3_name#

email: **#applicant_3_email_block#**

Guarantor: **#applicant_guarantor_name#** (*add if applicable*)

Address: **#applicant_guarantor_address_block#**

email: **#applicant_guarantor_email_block#**

#applicant_4_name#

email: **#applicant_4_email_block#**

Guarantor: **#applicant_guarantor_name#** (*add if applicable*)

Address: **#applicant_guarantor_address_block#**

email: **#applicant_guarantor_email_block#**

1.3 The parties confirm that they agree with the [Terms & Conditions](#) and the [Privacy Policy](#) of Rent Happily from the moment they registered their account and/or signed this agreement.

Other Occupiers

2.1 The Tenant must ensure that no more than **%tenancy_PermittedOccupiers%** (*insert number*) persons live at the Property, including permitted occupiers.

- 2.2 Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant's Household or visitor to do or not to do the same thing.

The Property

- 3.1 Address and description (e.g. 1 bedroom ground floor flat) of the Property:
%rePropertyAddress%
The property includes all fixtures and fittings as described in the schedule of condition.
- 3.2 The Property **is / is not** (*delete as appropriate*) currently subject to a mortgage.

The Term And Expiry Of The Fixed Term

- 4.1 The Tenancy created by this agreement:
begins on: **%tenancy_startDate_jSFY%**
and
ends on: **%tenancy_endDate_jSFY%**
unless terminated early in accordance with the break clause provided under section 8 of the Housing Act 1988 or when this agreement is terminated early by mutual agreement between the parties.
- 4.2 This tenancy will continue until you or we terminate the tenancy in accordance with Section E of this Agreement.
- 4.3 If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy has been entered into by the parties, then from the expiry of the fixed term the Tenant shall occupy the Property under a Contractual Periodic Tenancy that rolls on monthly from the fixed term.
- 4.4 If the Landlord wants the Tenant to leave the Property at the end of the fixed term of the Tenancy, the Landlord must:
(a) give the Tenant at least two months' notice in writing before the end of the fixed term in accordance with section 21 of the Housing Act 1988; or
(b) seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply).

The Rent

- 5.1 The rent is **%tenancy_rent%** (**%tenancy_rentText%**) per ~~week~~ **calendar month** (*delete as appropriate*) for the fixed term, payable in advance on the same day each month.
- 5.2 The first payment of rent and deposit is to be made before or on the **%tenancy_startDate_jSFY%**.
- 5.3 Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.
- 5.4 The first month's rent and the deposit must be paid to the following account, unless agreed differently in writing:
Account holder: **#bank_account#**
Bank or Building Society: **#bank_name#**
Bank Account: **#bank_account_number#**

Sort Code: **#bank_sort_code#**

- 5.5 The Rental Period for the contractual periodic tenancy will be the same as those for which Rent was last payable during the fixed term of the tenancy.
- 5.6 Subsequent payments of rent must be paid by **standing order** on the **%tenancy_rentPaymentDueDay%** day of each month following the start date mentioned in clause 1.1 to the following account (*delete as appropriate* depending the type of contract mentioned under point e) above):

For **Full Management Service**: to the account described in point 5.4 above;

For **Let Only Service**: to the following account:

Account holder: **%landlordBankAccount_accountInTheNameOf%**
Bank or Building Society: **%landlordBankAccount_bankName%**
Bank Account: **%landlordBankAccount_accountNumber%**
Sort Code: **%landlordBankAccount_sortCode%**

- 5.7 The following charges are included in and payable as part of the rent (*place a cross [x] in the boxes which apply*):

Council tax	[]
Allocated parking space	[]
Water and sewerage charges	[]
Gas	[]
Electricity	[]
Broadband	[]
Telephone line rental	[]
Television license fee	[]
Other charges included:	(<i>please state</i>)

The Schedule of Condition

- 6.1 When the Landlord, or someone acting on behalf of the Landlord, has prepared an inventory, it is an integral part of this agreement.
- 6.2 Unless the Landlord receives written comments on or amendments to the inventory within 7 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Property and its contents.
- 6.3 The Landlord must ensure that any comments or amendments received from the Tenant under the above clause are attached to the inventory.

The Deposit

- 7.1 The Tenant must pay a deposit of **%tenancy_depositAmount%** (**%tenancy_depositAmountText%**).
- 7.2 The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:
- (a) except for fair wear and tear, to make good any damage to the Property, the Room, the Common Parts or any of the items listed in the inventory;

- (b) to replace any items listed in the inventory which are missing from the Property or the Room at the end of the Tenancy;
 - (c) to pay any rent or other money due or payable by the tenant under the tenancy agreement;
 - (d) Any unpaid accounts for utilities, energy, telephone charge, water charges or environmental services, Council Tax or other similar services or incurred at the property for which the tenant is liable, including any reconnection charge;
 - (e) any reasonable cost incurred to restore the Premises to the same standard as at the beginning of the tenancy, including cleaning, redecorating, removal, storage and disposal costs incurred by the Landlord;
 - (f) any other breach by the Tenant of the terms of this agreement.
- 7.3 The Tenant shall not be entitled to withhold the payment of any installment of Rent or any other monies payable under this agreement on the ground that the Landlord, or its agent, holds the Deposit or any part of it
- 7.4 If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 14 days from the end of the tenancy.
- 7.5 If you are in a joint tenancy, one of the tenants will have been appointed as a lead (nominated) tenant for the purposes of managing the Deposit, whose responsibility it is to deal with the Deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant who paid towards the Deposit. As soon as is practicable at the end of the Tenancy, we will return any Deposit (minus any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.
- 7.6 For **Management Service**, the deposit will be protected in the account that Rent Happily hold within the Deposit Protection Service (DPS) Custodial scheme and in accordance with its terms and conditions. The terms and conditions and ADR rules governing the protection of the deposit - including the repayment process - can be found at www.depositprotection.com. The contact details of the scheme provider are:
- The Deposit Protection Service
 - The Pavilions
 - Bridgwater Road
 - Bristol
 - BS99 6AA
 - Phone: 0844 4727 000
- 7.7 For **Let Only Service**, the Deposit will be collected by Rent Happily and transferred to the landlord within 5 days of the start of the tenancy. The landlord will have to protect the deposit within 30 days of the start of the tenancy with a recognised deposit government scheme and comply with all statutory requirements of the selected scheme.
- 7.8 We can transfer the Deposit to another government-approved tenancy deposit scheme or change the person who holds the Deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

SECTION C: TENANT'S OBLIGATIONS

The Tenant must:

- 8.1** To be responsible and liable for all the obligations under this agreement as joint and several Tenants (if applicable).

- 8.2 Pay the rent in advance, on or before the dates agreed in this agreement, whether it is demanded or not.
- 8.3 Except where included in the rent (*see clause 5.7*) pay all council tax, all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services and television license fee due in respect of the Property during the Tenancy.
- 8.4 Pay us, all reasonable losses, fees, damage costs and expenses incurred by us which we incur:
- in recovering from you of any Rent and any other money which is in arrears;
 - the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the notice results in court proceedings;
 - the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - as a result of any of your breaches of this agreement or in enforcing any provision of this Agreement, including those for seeking possession of the property and/or the Room.
- 8.5 Where any service mentioned above has been disconnected as a result of the Tenant's failure to pay for the service, any reconnection charge will be payable by the Tenant.
- 8.6 Inform us if you change supplier where you are responsible for paying a Utility directly.
- 8.7 Not change the supplier where we are responsible for paying a Utility or we are the account holder.
- 8.8 Not change the utility meters for the Property without our written permission (which will not be unreasonably withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.
- 8.9 Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 8.10 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 8.11 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission.
- 8.12 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 8.13 Not obstruct the fire escape or common parts of the Property. Any obstructions may be removed by us or our Agent.
- 8.14 Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such license being breached.
- 8.15 Occupy the Property as the Tenant's only or principal home and must not use the Property for the purposes of a business, trade or profession or for any illegal, immoral, disorderly or anti-social purposes.
- However, this does not prevent you working at home as long as you are not using the property to run a business and your home working is purely incidental to using the

property as your private home and as long as this use is not forbidden under the terms of the Superior Lease.

- 8.16 Not do anything or permit to be done to or on the Property, the Room or any Common Parts which may reasonably be considered a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property, the neighbours, other adjoining residents or people in the immediate area.
- 8.17 To maintain the Property in good condition of repair and maintenance, and to follow any recommendation of the landlord or the agent in this regard, including the information provided in leaflets, emails, manuals, documents, and any other form of communication.
- 8.18 Not to remove any of the Landlord's contents from the Premises and keep the interior of the Premises and the Landlord's contents in as good and clean state of repair and condition and decoration as the Premises were in at the commencement of the Term and make good all damage and breakages to the Premises which may occur during the Term (fair wear and tear excepted).
- 8.19 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Room, Fixtures and Fittings, Contents, and the Property.
If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice.
- 8.20 Only park in the space allocated to you in this Agreement, if any. If applicable, not use your allocated parking for any purpose other than for the storage of a private motor car or motor bike without our written permission.
- 8.21 Not to access, use, or store any belongings in the attic of the property, unless permission is granted in writing.
- 8.22 Comply with all statutory requirements upon the Tenant in respect of the Premises and contents. This includes (but is not limited to) not bringing into the Premises any furniture, furnishings or personal items that do not meet the required safety standards.
- 8.23 Not to damage the Premises or the building or make any alteration or addition to it, damage or alter the electrical, gas or plumbing system, nor install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.
This includes not to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.
- 8.24 Take reasonable care of the Property, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to) disposing of all rubbish in an appropriate manner and at the appropriate time.
- 8.25 Not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's prior written consent which must not be unreasonably withheld or delayed.
- 8.26 Keep clean the windows inside and outside of the Premises, and arrange for any cracked or broken glass panes to be replaced with the same grade and type of glass as existing where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.

- 8.27 Not alter or add to the Premises or allow anyone else to do anything on the Premises which may invalidate any insurance of the Premises against fire or increase the ordinary premium for such insurance.
- 8.28 Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial.
- 8.29 Not install or change any door locks or alarm codes, and agree that the Landlord should hold the respective codes and a spare set of keys.
- 8.30 Take reasonable precautions to prevent any damage to the Premises resulting from frost. This includes ensuring the Premises is adequately heated during periods of cold weather to ensure the water system does not freeze. Failure by the Tenant to take such precautions will result in the Tenant having to pay for any ensuing damage.
- 8.31 Take all reasonable precautions to prevent condensation and damp by keeping the property adequately ventilated and heated.
- 8.32 Replace any light bulbs, fluorescent tubes, fuses, washers, silicone sealant or batteries promptly and when necessary.
- 8.33 Not keep any cat, dog, bird or other pet at the Premises without the Landlord's written consent; such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to pay an additional amount towards the deposit, and to have the Premises professionally cleaned with de-infestation and disinfection cleaner at the Tenant's cost upon termination of the tenancy.
- 8.34 Keep the exterior of the Property free from rubbish.
- 8.35 Where readily accessible, and with due regard to personal safety, keep the drains, gutters and pipes of the Premises clear of any leaves or debris and take all necessary steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 8.36. If applicable, keep the garden free from weeds and mow the lawn where appropriate, prune shrubs back if necessary to keep them at a reasonable size, keep borders healthy and paths clear of moss, and not cut down or remove any trees or shrubs altogether. If unsure about climbing plants or trees, ask your agent or landlord.
- Garden furniture must be kept inside during the winter months whenever possible, and must be covered when not in use during the warmer months of the year. If garden tools are provided, these should be returned in same order as supplied.
- 8.37 Notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Landlord is responsible (*see clause 9.3 & 9.5*). This includes to routinely test the operation of all smoke alarms and carbon monoxide detectors and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.
- 8.38 Not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 8.39 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.
- 8.40 Use the facilities provided in the property for storage and disposal of refuse and recycling in accordance with the Council's waste and recycling collection requirements, including

presentation for collection at the times indicated by the relevant Waste Management Company.

- 8.41 Agree that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.
- 8.42 Take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied, including the use of the burglar alarm when applicable.
- 8.43 Not assign or part with or share possession of the Premises or any part of it nor allow the Premises to be occupied by more than the maximum number of permitted persons.
- 8.44 Not take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis.
- 8.45 Not sublet the whole of the Property, or any part of it, without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.
- 8.46 Where we have provided you with a copy of a Superior Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Superior Lease.
- 8.47 Permit the Landlord (or persons acting on the Landlord's behalf) upon reception of a 24 hours notice (except in an emergency) to enter the Premises to inspect the Property, the Room, and their content and to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary.
- 8.48 Give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property.
- 8.49 Forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord or its agent within 5 days of receiving it.
- 8.50 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.
- 8.51 Not smoke inside the Premises, or permit others to smoke inside the Premises, without the Landlord's written consent. Such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 8.52 When solid fuel is used in the property for either a stove or an open fire, the tenant must keep a fire extinguisher in full working order near the fire, use solid fuel approved by the Bristol City Council only, and have the chimney swept on a yearly basis, starting before the first fire is lit. The chimney sweep certificate from the contractor has to be sent to the Company or the landlord if managed by them. In case there is an open fire, the tenant must NEVER leave the fire unattended and always use a fire guard.
- 8.53 Maintain and/or replace any worn out washer in taps, any sealant around sinks, showers, basins and/or bathtubs and bleed radiators when necessary.
- 8.54 At the end of the Tenancy you agree to:
 - give up the Property (or the Room, if applicable) with full vacant possession;

- give up the Property (or the Room, if applicable) and the Contents and our Fixtures and Fittings in as good a condition as at the start the tenancy (apart from fair wear and tear) and free from rubbish;
 - allow the landlord or Agent to enter the Property (or the Room, if applicable) with a surveyor, an agent, or any other interested person for the purposes of carrying out an inspection;
 - allow the landlord or Agent to enter the Property (or the Room, if applicable) with a prospective tenant or buyer during the last 28 days of the tenancy;
 - return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy, except for fair wear and tear, and make good or pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost. This includes furniture and effects belonging to the landlord when they have been included in the inventory;
 - return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us by midday on the day of vacating the Premises;
 - remove all personal belongings (including any furniture) belonging to the Tenant or any Member of the Tenant's Household or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges;
 - provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 8.55 You agree to allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.
- 8.56 At the end of the Tenancy you will be invited to a check-out inspection at a mutually agreed time to assess the condition of the Property compared to the original Inventory and Schedule of Condition. Should you fail to keep to this mutually agreed appointment then you agree to pay us, or our Agent, for any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the condition of the Property made by the Landlord or the Landlord's Agent shall be final and binding.
- 8.57 Co-operate in the checking-out of any inventory and/or schedule of condition and to pay, or be liable to pay, for any costs incurred in such check-out procedures.

SECTION D: LANDLORD'S OBLIGATIONS

The Landlord must:

- 9.1 Give the Tenant possession of the Property at the start of the Tenancy.
- 9.2 Not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property. The right to 'quiet enjoyment' means that the tenant has the right to live in the property, as their home, without interference from the landlord or anybody else. The landlord cannot make unannounced visits and must comply with the terms of this agreement and the law in all dealings with the tenant.
- 9.3 In accordance with section 11 to 16 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity, as and if applicable); and
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 9.4 In accordance with section 11 to 16 of the Landlord and Tenant Act 1985, the Landlord is not required:
- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property (*see clause 8.1 to 8.58*);
 - (b) to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
 - (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 9.5 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations in clauses 8.1 to 8.58
- 9.6 Insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.
- 9.7 Provide the Tenant with a copy of the insurance policy at the request of the Tenant.
- 9.8 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.
- 9.9 Confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993), if and when applicable.
- 9.10 Confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the tenancy, if required.
- 9.11 Confirm that all electrical appliances comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 9.12 Ensure that any electrician carrying out electrical work at the Premises is a competent person registered with a scheme approved by The Department for Communities and Local Government (DCLG).
- 9.13 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 9.14 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.

SECTION E: TERMINATING THIS AGREEMENT

The following clauses set out the ways in which this agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the tenancy is brought to an end.

- 10.1 If the tenancy is within the fixed Term:
- a) the Landlord may serve on the Tenant the appropriate notice under Section 21(1)(b) of the Housing Act 1988 given during the fixed Term to expire on any day after the last day of the Term
 - b) the Tenant may give notice that they are going to leave the property before the fixed term of this Agreement has ended, and must pay all reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Room or the Tenancy back from the tenant(s) early unless we want to do so.
- 10.2 If the tenancy has lapsed into a periodic tenancy it may be terminated by:
- a) the Landlord serving the Tenant at least two months notice in writing under Section 21(4)(a) of the Housing Act 1988 and expiring on any day of the rental period of the tenancy;
 - b) the Tenant giving written notice of at least one full month and expiring on the last day of a period of the tenancy. The notice by the tenant must end on the last day of the Rental Period and must be of sufficient length to be considered valid. This means that for tenancies where the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least 28 days in length. Where the Rent is paid monthly the notice must be at least one calendar month in length.
- 10.3 If there is a breach of any of the terms of this agreement by the Tenant then the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988.
- 10.4 We have the right to recover possession of the Property by lawful means if:
- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
 - you (or any of you) become bankrupt;
 - any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
 - the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
 - The tenancy is not at that time an assured tenancy (including a shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy);
- This clause does not affect your rights under the Protection from Eviction Act 1977.
- 10.5 We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.
- 10.6 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.

SECTION F: CONTACT DETAILS AND SERVICE OF NOTICES

- 11.1 The address for service of written notices and other documents on the Landlord depending the type of contract mentioned under point e) above is (*delete as appropriate*):

For **Full Management Service**: Rent Happily, 23 Westfield Park, Redland, Bristol BS6 6LT
Phone: 0117 3210503

For **Let Only Service**: the landlord's address given in clause 1.2 of this agreement.

11.2 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given in clause 11.1 above or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or given in person, or two days after being posted.

11.3 The Landlord **does** / ~~does not~~ (*delete as appropriate*) agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email whenever this is a legally valid option. Notices sent by email shall be taken to be received the day after being sent. The Landlord's email address for the service of written notices and for general management enquiries -including emergencies is as follows (*delete as appropriate*):

For **Full Management Service**: Rent Happily, 23 Westfield Park, Redland, Bristol BS6 6LT
Phone: 0117 3210503 email hello@renthappily.co.uk.

For **Let Only Service**: the landlord's address given in clause 1.2 of this agreement.

11.4 The Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds, whenever applicable:

Ground 2: The Premises is subject to a mortgage granted before the beginning of the tenancy, and the mortgagee is entitled to exercise a power of sale conferred on them by the mortgage or by section 101 of the Law of Property Act 1925 and the mortgagee requires possession of the Premises for the purpose of disposing of it with vacant possession.

11.5 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.

11.6 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email (except as set out in clause 11.7 below). Notices sent by email shall be taken to be received the day after being sent. The Tenant's email address for these purposes is (are):
[#applicant_email_block#](#), [#applicant_2_email_block#](#), [#applicant_3_email_block#](#),
[#applicant_4_email_block#](#) (*insert Tenant's email address(es)*).

11.7 Any notice given under section 8 (notice of proceedings for possession) or section 217(recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to the Tenant in hard copy only.

11.8 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in clause 11.5 above or via email to the email address(es) provided in clause 11.6 above, when applicable.

SECTION G: THE GUARANTOR

The Guarantor is the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

- 12.1 In consideration of the Landlord agreeing to accept the Tenant as the Tenant of the Premises the Guarantor agrees to guarantee the full implementation and performance by the Tenant to the Landlord of all obligations under the tenancy, including any rental increase.
- 12.2 In consideration of the Landlord's agreement to let the Property to the Tenant, the Guarantor unconditionally agrees to cover and compensate the Landlord against any loss, damage, costs, claims, liabilities and expenses arising either directly or indirectly as a result of letting the Property to the Tenant.
- 12.3 The guarantor agrees to the payment of any compensation to the landlord referred to in clause 12.2 upon our written demand. Any demand shall be valid if sent via email, by post or left at the Guarantor's address specified in point 1.2, or any alternative address that the Guarantor notifies the Landlord of in writing. Details of the amount of the loss and how it is calculated must be provided.
- 12.4 If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
- 12.5 The Guarantor's liability is irrevocable and shall continue throughout the period that the Premises are occupied by the Tenant, under this tenancy, whether the tenancy is in its fixed term or has lapsed into a periodic tenancy as described in point 4.3.
- 12.6 The guarantor acknowledges and agrees that if the tenant is jointly and severally liable with other tenants named on the tenancy for all the obligations included in the tenancy, if the guarantor is required to make payment or otherwise compensate the landlord, the guarantor will be jointly and severally liable with all of the other tenants. As the Guarantor is guaranteeing the Tenant's obligations under the Agreement this includes guaranteeing the liability for any person making up the Tenant on a joint and several basis.
- 12.7 If there is more than one Guarantor then all of them are jointly and severally liable to guarantee the Tenant and indemnify the Landlord and the Landlord may pursue any one or all of them for any loss they incur due to a breach of the Tenancy Agreement (beside the Rent).
- 12.8 The Guarantor's liability shall be cancelled if the Guarantor dies or becomes bankrupt. If there is more than one Guarantor then it shall only be cancelled on the death or bankruptcy of the last Guarantor to die or become bankrupt. Cancellation shall take effect on the next Rent payment day after the date of the death or bankruptcy.
- 12.9 The Guarantor's liability will not be cancelled on the death of the Tenant if the fixed term of the tenancy is still running at the date of death. It will end on the expiry of the fixed term (unless the tenancy is terminated earlier). However, the Guarantee shall only continue for the duration of the remainder of the fixed term if the landlord makes a written offer to the Personal Representative of the deceased Tenant to accept a surrender of the tenancy. This offer will take effect from the next Rent payment day after the date of death unless the Personal Representative refuse or fail to effect such a surrender. Otherwise, it will end on the date of the surrender or, if earlier, the day before the next Rent payment date after the date of the Tenant's death.

- 12.10 In the event of the tenancy being a periodic tenancy, the Guarantor's liability shall be cancelled at the end of the period of the tenancy that is current at the date of the Tenant's death.
- 12.11 The Guarantor's liability will not be cancelled if the Tenant is declared bankrupt and the Guarantor's obligations under this Agreement will not be reduced or limited if the Tenant is declared bankrupt.
- 12.12 The Guarantor's liability shall not be cancelled because the tenancy under the Agreement is terminated by Court Order, by re-entry, forfeiture notice or otherwise. The Guarantor shall only be liable for any failure to pay the Rent or other money from any loss resulting from any noncompliance with the terms of the tenancy occurring up to the date of termination.
- 12.13 The Guarantor's liability cannot be cancelled and will not cease to be liable or have his or her liability reduced or limited –
- if the Landlord does not take or delays any action to enforce compliance with the Tenancy.
 - if the Landlord gives any time to pay or opportunity to make good any noncompliance with the terms of the Agreement.
 - if the Landlord refuses to accept the Rent, or any other monies following any failure to comply with the terms of the Tenancy Agreement, in order to protect the Landlord's rights under the Agreement.
- 12.14 The guarantor agrees for their details and information to be accessed should the tenant default on rental payments or apply for a new tenancy agreement in the future. In the event of the guarantor defaulting in respect of their covenants as Guarantor, any such default may be recorded with the Credit Reference Agency, who may supply the information to other credit companies in the quest for the granting of responsible tenancies and credit. The information provided by the guarantor will be used in accordance with the [Privacy Policy](#) of Rent Happily Ltd.

SECTION H: CONDITIONS SPECIFIC TO AN HMO

- 13.1 You, any Permitted Occupiers, and or any guests you bring to the Property must not impede us, our contractors, or our Agent in the performance of the duties imposed on us by legislation or a license condition (if one applies). For the avoidance of doubt, this includes, but is not limited to, refusing us, our contractors, or our Agent, access at reasonable times to perform our management duties.
- 13.2 You must ensure that any rubbish and or recyclable waste, is stored and disposed of in the appropriate receptacle as instructed by the local authority.
- 13.3 You must inform us if the receptacles we, or the local authority have provided for waste disposal are insufficient to store all the waste in the Property.
- 13.4 You must provide us with any reasonable information we, our Agent, and or local authority require in the performance of our HMO management duties.
- 13.5 You must comply with any reasonable requests or instructions we, our Agent, or the local authority make to you in the performance of our HMO management duties.

The Prescribed Information supplied by the Deposit Protection Scheme is mandatory and is considered part of this tenancy agreement.

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

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

The Deposit Protection Service

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

To: [%tenancy_tenantsNamesBR%](#)

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

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

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

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

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

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

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation. There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute. See attached Terms and Conditions for further information

7. Tenancy specific information

(a) Amount of deposit paid: [%tenancy_depositAmount%](#)

(insert amount of deposit paid; in the case of a joint tenancy it should be the total amount paid)

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

(c) Name, address and details of Landlord(s)

Name(s): **%owner_fullNamesAND%**

Address including postcode: **%owner_fullAddressCOM%**

Telephone Number: **%owner_contact_number_1%**

Email address: **%owner_email_address%; %owner2_email_address%**

Fax Number (if any): **N/A**

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

%tenancy_repeatBlockStart%

Name(s): **%tenant_title% %tenant_forename% %tenant_surname%**

Address including postcode: **%rePropertyAddress%**

Telephone number(s): **%tenant_contact_number_1%**

Email address(es): **%tenant_email_address%**

Contact address to be used by The Landlord at the end of the tenancy: **N/A**

%tenancy_repeatBlockEnd%

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.

(e) Name of Third Party making the payment:

Address including postcode: **Fill if applicable**

Telephone number(s): **Fill if applicable**

Address(es): **Fill if applicable**

Telephone Number(s): **Fill if applicable**

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

(f) Circumstances when all or any part of the deposit may be retained by the Landlord. Refer to Clause(s) **7.1** to **7.4** of the Tenancy Agreement herein.

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

**THE PRESCRIBED INFORMATION IS SIGNED ELECTRONICALLY AT THE
END OF THIS DOCUMENT**

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/terms-and-conditions.pdf>

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

Contract Digitally Signed By

Below is the list of people set out to sign the contract, for whom signatures will be collected electronically via our third party software Property File Plus.

The Tenant and the Guarantor (if applicable)

Tenant Name [%tenant_title% %tenant_forename% %tenant_surname%](#)
Date Signed
Signature
User Email Address [%tenant_email_address%](#)

Guarantor Name [%guarantor_addressee%](#)
Date Signed
User Email Address [%guarantor_email_address%](#)
Signature

The Landlord(s)

Printed Name [%owner_fullNamesBR%](#)
Company Name [%owner_company_name%](#)
Date Signed
User Email Address [%owner_email_address%](#)
Signature

Printed Name [%owner2_fullNames%](#)
Date Signed
User Email Address [%owner2_email_address%](#)
Signature

Submission of legal documents:

The tenant(s) acknowledges that before signing this tenancy agreement they have received:

- How to Rent Handbook produced by the Department of Communities and Local Government (“DCLG”);
- Gas Safety Certificate for the Property, if there is a gas supply;
- Energy Performance Certificate;
- Electrical Installation Condition Report for the Property
- Prescribed Information specifying how the Deposit is protected;
- Deposit Protection Service (DPS) Custodial Scheme Terms and Conditions.

These documents have been attached to emails, provided in hard copy, or uploaded to the management software used to manage the tenancy document, PropertyFile.

Tenant

[#esignature_tenant#](#)



- the past 3 months of the date of processing, be signed by an authorised signatory of the account and be drawn in pounds Sterling on a UK bank account. Words and figures must match and be equal to the full amount of the Deposit as stated on the Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Tenancy.
- e. If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.
 - f. Accepted cheques will be banked within 1 Working Day of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.
 - g. In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.89 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits from that Landlord for that Tenancy.
12. What happens after the Deposit has been protected?
- a. We will send confirmation to:
 - i. the Landlord's registered address or the Landlord's registered email address;
 - ii. all Tenants' registered email addresses. We will also send a link to Tenants to activate their online account if they have not done so already. If we do not know the Tenants' email addresses, we will send confirmation by post to the Property. If we do not know the Tenants' email addresses and the Deposit has been paid more than 14 Calendar Days before the start date of the Tenancy, we will send confirmation to the Property in time for the Tenancy start date; and
 - iii. any Relevant Person registered on the Deposit.
 - b. Tenants will be able to use their email address and password to log in to the online service and view the Deposit, Tenancy details and other information we hold regarding the Tenancy.
 - c. If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.
13. Making changes to your account
- a. Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.
 - b. Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.
14. Changing the Landlord of a Tenancy
- a. If the Landlord changes, the outgoing Landlord must tell us about it. They can do this by emailing contactus@depositprotection.com with the details. We will not register a change of Landlord unless the incoming Landlord has an account with us and has a valid Landlord ID.
 - b. If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord should contact us with reasonable supporting evidence to confirm this.
 - c. If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not respond within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
 - d. If the outgoing Landlord does respond within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.
 - e. In the event of a change of Landlord, we will send confirmation and details of the change to:
 - i. the outgoing Landlord, Letting Agent or Organisation as applicable;
 - ii. the incoming Landlord, Letting Agent or Organisation as applicable; and
 - iii. all Tenants at the Property.
15. Changing Joint Tenants in a Joint Tenancy
- a. A Tenant Transfer should only be used when only one Joint Tenant in a Joint Tenancy is changing and the Landlord has no claim against the Joint Tenant leaving the Tenancy.
 - b. Landlords should provide us with the details of the old and new Joint Tenant, and give the reason for the change of Joint Tenant. This can be done by emailing contactus@depositprotection.com with the details.
 - c. In the event of a change of Tenant, we will provide confirmation to:
 - i. the Landlord, Letting Agent or Organisation in respect of the Property;
 - ii. the Joint Tenants who will continue to reside in the Property;
 - iii. the incoming Joint Tenants; and
 - iv. the outgoing Joint Tenants.
 - d. We will not repay any part of the Deposit to outgoing Joint Tenants unless a repayment process is completed.
 - e. It is the remaining Joint Tenants' responsibility to arrange any payments to a departing Joint Tenant or Relevant Person.
14. Deposit repayment - General
- a. We will not release any part of the Deposit unless:
 - i. all Parties have agreed to us doing so; or
 - ii. there is an undisputed Statutory Declaration claim; or
 - iii. there is a Decision from an Adjudicator; or
 - iv. we are passed a court order which refers specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or
 - v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.
 - b. We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us, either online or by calling the Customer Service Centre.
 - c. Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.
 - d. If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.
 - e. Repayments can be either:
 - i. wholly agreed (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
 - ii. partially agreed (the Parties agree on the repayment of part only of the Deposit and a Dispute exists in relation to the balance); or
 - iii. disputed (there is a Dispute as to how the entire Deposit should be repaid).
 - f. Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.
 - g. Repayment of all or part of the Deposit will be made either by:
 - i. direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;
 - ii. Sterling cheque; or
 - iii. a combination of the two methods in accordance with the Parties' direction.
 - h. Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.
 - i. Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.
 - j. We will provide confirmation of the amount of the repayment paid to each Party to:
 - i. the Landlord; and
 - ii. all the Tenants.
 - k. Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.
15. Deposit Repayment - Requests
- Either Party can start the repayment process by completing one of the following steps:
- i. submitting a Deposit repayment request through an online account;
 - ii. submitting a Deposit repayment request by telephone with the Customer Service Centre; or
 - iii. submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre.
16. Landlord Repayment Requests
- I. Whole Deposit returned to Tenants
 - a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
 - i. log into your online account; and
 - ii. confirm that you wish to make a full repayment of the Deposit to the Tenant.
 - b. We will notify all Tenants of the Landlord's full repayment request.
 - c. If you are a Tenant responding to a Landlord's full repayment request you must:
 - i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
 - iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
 - iv. confirm your instructions for repayment.
 - d. We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.
 - e. We will confirm repayment to all Parties in writing.
 - II. Landlord making Deductions from Deposit
 - a. If you are a Landlord, and you wish to make deductions from the Deposit you must:
 - i. log into your account;
 - ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
 - iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.
 - b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
 - c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
 - i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
 - iii. agree or disagree with each claim for deductions made by the Landlord;
 - iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
 - v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
 - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
 - vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
 - viii. agree to be bound by any Decision.
 - d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
 - e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
 - f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
 - g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
 - h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.



17. Tenant's repayment request
 - a. A Tenant can submit a Deposit return request. If you are a Tenant you must:
 - i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
 - iii. confirm the amount you believe is due to each Tenant and any Relevant Person;
 - iv. confirm any deductions to be paid to the Landlord;
 - v. provide any reasons for each deduction to be paid to the Landlord;
 - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
 - vii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
 - b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.
 - c. If you are the Landlord responding to a Tenant's Deposit return request you must:
 - i. log into your online account; and
 - ii. agree or disagree with the repayment claim made by the Nominated Tenant;
 - iii. confirm the amount you believe is due to the Landlord with reasons;
 - iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
 - v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
 - d. If the Landlord:
 - i. agrees with any or all of the repayment request made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
 - ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.
18. Repayment requests on paper or by the Customer Service Centre
 - a. The Landlord can complete a Deposit Return Request Form in order to make deductions from a Deposit.
 - b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.
 - c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.
 - d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:
 - i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
 - ii. they will be bound by the Decision of the Adjudicator.
 - e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.
 - f. Parties can also respond to claims by calling our Customer Service Centre.
19. The Statutory Declaration Process
 - I. When can it be used?
 - a. The Statutory Declaration Process is a method of repayment. It is used when:
 - i. the Landlord has no current address for the Tenant; or
 - ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or
 - iii. the Tenant has no current address for the Landlord; or
 - iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.
 - b. The following criteria must be met before the Statutory Declaration Process can be used:
 - i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired) and
 - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
 - iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
 - iv. the claiming Party believes they should be repaid some or all of the Deposit; and
 - v. any amount claimed by the Landlord must be referable to:
 - a. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
 - b. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property.
 - Claims for damage caused by fair wear and tear will be rejected.
 - II. The Statutory Declaration Process
 - a. The Party who wishes to use the Statutory Declaration Process must provide us with a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.
 - b. Parties can get a Statutory Declaration through their online account or by calling 0330 303 0033. If the Party requests a Statutory Declaration online it will be partially populated with the Tenancy details which we hold. This document can be modified by the Party and printed in order to be completed.
 - c. The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a commissioner for oaths, or a magistrate.
 - d. The Statutory Declaration must contain the following information:
 - i. the date on which the Tenancy ended;
 - ii. confirmation that the Parties have failed to reach agreement about repayment of the Deposit, with details of any communications between them since the end of the Tenancy;
 - iii. justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);
 - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
 1. the Party making the claim has no current address for, or other means of contacting the other Party. In this case the claiming Party must give details of any address (other than the Property) and other contact details (including telephone numbers or email addresses) which they have for the other Party; or
 2. the other Party has failed to respond to the claiming Party's written notice in relation to the distribution of the Deposit within 14 Calendar Days. In this case a copy of the written notice sent to the other Party must be attached.
 - v. any information the claiming Party has as to the whereabouts of the other person;
 - vi. confirmation that the claiming Party gives their consent for the Dispute to be resolved through our Dispute Resolution Service (in the event of the other Party disputing that the claiming Party should be paid all or part of the Deposit);
 - vii. confirmation that the claiming Party consents that they are entitled to be paid all or part of the Deposit as claimed; and
 - viii. if the claiming Party makes a Statutory Declaration in the knowledge that if they knowingly and wilfully make a false declaration, they may be liable to prosecution under Section 6 of the Perjury Act 1911.
 - III. Statutory Declaration Process – Statutory Declaration Notice and Resolution
 - a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:
 - i. whether they accept that the claiming Party should be paid the whole of the amount claimed;
 - ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and
 - iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.
 - b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.
 - c. If the receiving Party completes and returns the Statutory Declaration Notice so that we receive it within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.
 - d. If the other Party completes and returns the Statutory Declaration Notice so that we receive it before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and we will provide a summary of the other Party's Statutory Declaration Notice.
 - e. Once we have issued the summary of the Statutory Declaration Notice to the claiming Party, they will have 7 Calendar Days from the date of issue to agree or disagree with its contents. The claiming Party should submit any extra evidence which they wish to be taken into account by this deadline. The other Party will also be given 7 Calendar Days notice that the Dispute will be referred to our Dispute Resolution Service, and can submit any final evidence of their own within this time. If no response is received from the claiming Party or the other Party within 7 Calendar Days from the date of the summary of the other Party's Statutory Declaration Notice, the Dispute will be referred to our Dispute Resolution Service in any event.
 - f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consent to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.
 - g. We will then forward copies of the:
 - i. Statutory Declaration;
 - ii. Statutory Declaration Notice; and
 - iii. any additional evidence submitted by either Party; to the Adjudicator (see Adjudication at section 23 below).
 - h. We will release any undisputed amount to the Party or Parties concerned.
 - i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.
20. The Dispute Resolution Service
 - General rules for using our Dispute Resolution Service
 - a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
 - b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
 - c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
 - d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
 - e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.
 - f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
 - g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
 - h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.



- i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
 - j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
 - k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
 - l. A Dispute must not be the subject of an existing court action.
 - m. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
 - i. they relate to matters other than the return of the Deposit; and/or
 - ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
 - iii. the issues raised have already been decided upon by a court;
 - n. The Adjudicator may also reject Disputes which, in their reasonable opinion:
 - i. are being pursued in an unreasonable manner;
 - ii. are frivolous;
 - iii. are vexatious; and/or
 - iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
 - o. Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We must receive evidence submissions before 11:59.59 p.m. on the day of the previously advised deadline. We will not accept evidence received after this time.
 - p. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
 - q. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or where the Deposit is £5,000 or more in amount.
 21. Repayment Request – Collection of evidence
 - a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
 - b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.
 - c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.
 - d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.
 22. Dispute Evidence – the details
 - a. The Landlord's evidence should include, but is not limited to the following:
 - i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
 - ii. the signed check-in inventory and schedule of condition;
 - iii. vacating instructions;
 - iv. the signed check-out inventory and schedule of condition;
 - v. a signed and legally-compliant written Tenancy Agreement;
 - vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
 - vii. a statement of the rent account, if relevant;
 - viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
 - x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
 - b. The Tenant's evidence should include, but is not limited to the following:
 - i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
 - ii. any other relevant information including photographs, DVDs, correspondence or receipts.
 - c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
 - d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
 - e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
 - f. Following receipt of each Party's evidence, we may request extra information or clarification.
 - g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.
 23. The Adjudication
 - a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
 - i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
 - ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
 - iii. any extra evidence from the Landlord or the Tenant.
 - b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.
 - c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.
 - d. The Adjudicator may:
 - i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
 - ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
 - iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.
 - e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
 - f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
 - g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.
 - h. We will make any payment to either Party within 10 Calendar Days of the Decision.
 - i. We will make payments according to the method specified by the relevant Parties.
 - j. The Adjudicator may take the initiative in ascertaining the facts and the law.
 - k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
 - l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.
24. Court Orders
 - a. If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:
 - i. it refers to the Deposit and/or The DPS as the Scheme administrator; and
 - ii. it specifies how much of the Deposit should be paid to the successful Party.
 - b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained before we can release the Deposit.
25. Costs

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

 - i. for processing a payment to an overseas bank account we charge £25.89; and
 - ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.
26. Confidentiality
 - a. Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.
 - b. By agreeing to use our Dispute Resolution Service, you give us permission to gather and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.
27. Keeping your data safe

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

 - a. if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
 - b. if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.
 - c. in order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.
28. Liability
 - a. We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.
 - b. We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.
 - c. Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
 - d. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate us for any such loss or damage.
 - e. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
 - f. You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID or log in details have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.
 - g. Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
 - h. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
 - i. We do not accept liability for the actions of any third parties including Letting Agents.
29. Complaints
 - a. We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.
 - b. If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint.

To send us a letter, you can write to us here at the address in section 36.
To send us an email, please use: complaints@depositprotection.com



30. Service Availability

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

31. Online Security

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

32. Data Protection and Privacy Policy

- a. The DPS's Data Protection Notice and Privacy Policy can be viewed by visiting www.depositprotection.com or by calling 0330 303 0033 to request a copy. It is also set out below.

Data Protection Notice

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

Privacy Notice

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

Cookies

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

Your rights

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

Google Analytics

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

Security Precautions

- g. We employ appropriate technical security measures to protect your personal information and to ensure that it is not accessed by unauthorised persons. Information sent to and from the online service is encrypted. In addition to any password which you may require to gain access to The DPS, you may have to provide proof of identification before we will release personal information to you. Multiple incorrect attempts or invalidation will result in a lockout from the information. We undergo independent periodic reviews of our security policies and procedures to ensure that our systems are secure and protected. You should never divulge your identification numbers, username, or password to anyone else. You should also never write your password down or store it on your computer. In the event that data is requested from a local authority, this data will be transferred via a secure fileshare account through an online web portal.

33. Intellectual Property

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

34. General

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

35. Governing Law

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

36. Contact details

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

To speak to us, call: 0330 303 0033.

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