



1 Hatfield Road, St Albans, AL1 3RR

+44 (0) 1727 846361

support@letmeproperties.co.uk

Let Me ® is a registered trademark of Let Me Limited
Company number 06620607 – Registered in England & Wales
VAT Number: 175 4892 66

Example Tenant

1 Hatfield Road St Albans

AL1 3RR

Posted Letter Ref:

Date: 27/10/2020

Dear Example Tenant,

Re: Letting of 1 Example Street, St Albans, Hertfordshire, AL1 3RR

We are pleased to enclose a copy of the tenancy agreement – please act as soon as possible. If you have already received a copy of this agreement from us, the most recent copy will supersede any previous copies sent.

KEY TENANCY DETAILS:

Term	For the initial fixed term of 12 months , commencing on 01/01/2021 until 31/12/2021 .		
Rent and Payment	From	To	Total Rent
	Start of Tenancy (01/01/2021)	End of Tenancy (31/12/2021)	Payment of £2000.00 per calendar month (prorated if less than a full calendar month)
Deposit	A deposit of £2,307.00 to be collected by the Landlord's Agent is held by the Landlord . The Deposit is to be protected with the following Deposit Protection Scheme: DPS . <i>[In Case of renewal: Where this Tenancy is a renewal of an existing Tenancy, the current Deposit will be reused for the renewal Tenancy – if the Deposit has decreased, a credit will be applied to the Head Tenant's account, if the Deposit has increased, the Head Tenant will need to pay the additional Deposit on signing this Agreement.]</i>		

Please take the time to carefully check the agreement and then return a signed copy to us as soon as possible.

If you have questions, please feel free to contact us.

Yours sincerely,

Gregory Moulton
Managing Director

ASSURED SHORTHOLD TENANCY AGREEMENT

FOR LETTING RESIDENTIAL DWELLING AT: 1 EXAMPLE STREET, ST ALBANS, HERTFORDSHIRE, AL1 3RR

Tenancy Reference: **inst-1607**

Agreement Date: 01/01/2021

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the Tenancy created by this Agreement is an assured shorthold Tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

The Agent acting for the Landlord in this Agreement is Let Me® Limited (company number 06620607 – Registered in England & Wales), VAT Number: 175 4892 66, trading as Let Me® Properties, hereafter referred to as “Agent”.

At the time of creating this Agreement the Agent is performing the following service type for the Landlord: Let Only Service - DPS Custodial (TOB 2019)

Date: _____ (Date of Signing)

Landlord(s)

Landlord Name:	Address:	Phone Number:	Email Address:
Mr Example Landlord	1 Example Landlord Road, St Albans, AL1 3RR	07854897459	landlord@letmeproperties.co.uk
Mrs Extra Example Landlord	2 Example Landlord Street, St Albans, AL1 3RR	07777777777	extraexamplelandlord@letmeproperties.co.uk

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above. Where the landlord’s address is not based in the UK then the Tenant should serve such notice to 1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR, Care of Example Landlord, Extra Example Landlord. Please ensure that a copy of any notice served to the Landlord is also served to the Agent via email sent to support@letmeproperties.co.uk.

Tenant(s)

Head Tenant Name:	Pre-Tenancy Address:	Phone Number:	Email Address:
[[HeadTenant.Name]]	[[HeadTenant.Address.Address1]], [[HeadTenant.Address.Address2]], [[HeadTenant.Address.Address3]] [[HeadTenant.Address.Address4]] [[HeadTenant.Address.Postcode]]	[[HeadTenant.TenantMobilePhone]]	[[HeadTenant.Email]]
Co-Tenant Name/s:	Pre-Tenancy Address:	Phone Number:	Email Address:
Example Tenant	1 Hatfield Road St Albans AL1 3RR	01727846361	example@letmeproperties.co.uk

Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

VERY IMPORTANT:

This Tenancy Agreement is conditional upon any current Tenants/Occupiers vacating the Property on the correct date before this Tenancy is due to begin. Should the current Tenants/Occupiers refuse to or fail to vacate the Property before the date this Tenancy is due to commence on, the Landlord will be unable to honour this Agreement, and this Agreement will be cancelled.

This Agreement sets out the promises you make to the Landlord and the Landlord’s Agents, and the promises the Landlord makes to you. These promises are legally binding once this Agreement is signed by both parties. You should read it very carefully and check that it contains everything you want and nothing that you are not prepared to agree with. Whilst every attempt has been made to compose this Agreement in easy to understand and plain language, it will contain some legal terms. If either party does not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen’s Advice Bureau, or Housing Advice Centre.

Property	1 Example Street, St Albans, Hertfordshire, AL1 3RR
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.
Term	For the initial fixed term of 12 months , commencing on 01/01/2021 until 31/12/2021 .

Rent and Payment Schedule:

Rent and Payment	From	To	Total Rent
	Start of Tenancy (01/01/2021)	End of Tenancy (31/12/2021)	Payment of £2000.00 per calendar month (prorated if less than a full calendar month)

PRORATED RENT: WHERE THE TENANCY BEGINS ON ANY DAY OTHER THAN THE 1ST OF THE MONTH, THE TENANT AGREES TO PAY THE RENT PRORATED FROM THE 1ST DAY OF THE TENANCY UNTIL THE END OF THE FIRST MONTH OF THE TENANCY CALCULATED AS THE MONTHLY RENT MULTIPLIED BY 12, DIVIDED BY 365, MULTIPLIED BY THE NUMBER OF DAYS. THE TENANT AGREES TO THEN PAY THE FULL CALENDAR MONTHS RENT FROM THE 1ST OF THE NEXT MONTH FOR EACH FULL MONTH THEREAFTER, AND THE PRORATED RENT FOR THE FINAL MONTH, IF IT IS NOT A FULL CALENDAR MONTH, CALCULATED AS THE MONTHLY RENT MULTIPLIED BY 12, DIVIDED BY 365, MULTIPLIED BY THE NUMBER OF DAYS. PRORATED RENT IS CALCULATED BASED ON THE ANNUAL DAILY RENT (THE MONTHLY RENT MULTIPLIED BY 12 MONTHS, DIVIDED BY 365 DAYS). THIS USUALLY MEANS THAT A PART PAYMENT OF RENT IS DUE AT THE END OF THE FIRST MONTH OF THE TENANCY TO ENSURE THAT A FULL MONTHS RENT IS AVAILABLE TO PAY TO THE LANDLORD AT THE START OF THE NEXT MONTH. WE RECOMMEND USING THE FOLLOWING CALCULATOR TO CALCULATE THE FULL PAYMENT SCHEDULE FOR THE TENANCY FOUND AT [HTTP://PRORATE.LETME.IT/](http://PRORATE.LETME.IT/)

Deposit	A deposit of £2,307.00 to be collected by the Landlord's Agent is held by the Landlord . The Deposit is to be protected with the following Deposit Protection Scheme: DPS . <i>[In Case of renewal: Where this Tenancy is a renewal of an existing Tenancy, the current Deposit will be reused for the renewal Tenancy – if the Deposit has decreased, a credit will be applied to the Head Tenant’s account, if the Deposit has increased, the Head Tenant will need to pay the additional Deposit on signing this Agreement.]</i>
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1. Rent and Tenancy Deposit
 - 1.1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the fixed Term at the Rent payable as per the payment dates and amounts detailed in the payment schedule above.
 - 1.2. The Tenant pays the Deposit as security for the performance of the Tenant’s obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent and that no interest shall be payable on this Deposit. See section 3.36 which explains the purpose of the deposit further. See section 5.8 for details of how to request the return of the deposit and how the deposit deductions (if any) are handled.
2. The Tenant agrees that they will attend an Inventory Check-in and Check-out appointment that will be booked by the Landlord or the Landlords' Agent at the time and date that of the Landlords' choosing. Where this Tenancy is a renewal of an existing Tenancy, there will not be another Inventory Check-in appointment – the Check-in appointment only happens at the very first point that the Tenant receives the property. The Check-in appointment cannot be before the Tenancy start date and the Check-out appointment cannot be after the Tenancy end date. The Tenant accepts that they will not have any access to the property before the Check-in appointment and may not enter the property again after the Check-out appointment. The Tenant accepts that if they fail to attend the Check-in appointment, they must pay the reasonable costs charged by the Inventory Clerk (if any) along with a reasonable default fee of £40 + VAT for the Agent’s time rescheduling the appointment with all parties. If the original Check-in appointment is missed for any reason, the Tenant accepts that they will not be allowed to enter the Property until a new Check-in appointment has been booked and carried out - even if the new appointment is several days in the future. The Tenant agrees to properly prepare the Property to be returned to the Landlord in the same condition it was received in, minus fair wear and tear. For the avoidance of doubt, the Property will usually be given to the Tenant in a professionally cleaned condition, free of pests and rubbish, and in good repair. The Tenant accepts that if they fail to move out of the property and prepare the property for the Check-out appointment, they must pay the reasonable costs charged by the Inventory Clerk (if any) along with a reasonable default of £40 + VAT for the Agent’s time rescheduling the appointment. The Tenant will also be charged double the daily rent per day until such time as they have completely vacated the property, returned all keys and security devices for the property, and a new Check-out appointment has been booked in and carried out. The Tenant accepts that any and all items left in or on the Property after the Check-out appointment has begun is considered as abandoned rubbish that the Tenant no longer wants to keep, and the Tenants agree to pay the reasonable cost of removing and disposing of such abandoned rubbish without consultation. The Tenant accepts all liability for any and all costs associated with their failure to vacate the property on or before the date

that the notice served by the Tenant or the Landlord expires. This may include, but is not limited to, the reasonable costs associated with rescheduling any maintenance works, cleaning, or refurbishment at the property, re-housing or compensating any future prospective Tenant who is then unable to move in due to the Tenant's failure to vacate as arranged. If the Tenant has not arrived at the property more than 10 minutes after the Check-in or Check-out appointment start time, the Inventory Clerk, Landlord, or Agent may deem the Tenant to have not attended and the appointment may be cancelled. In some circumstances, the Landlord may choose not to carry out an Inventory Check-in or Check-out appointment, in this situation for a Check-in appointment the Tenant will collect the key from the Landlord or the Landlords' Agents at a pre-agreed time on the Tenancy start date or for a Check-out appointment the Tenant will return all keys for the property to the Landlord or Agent at a pre-agreed time on the last day of the Tenancy. Where the Tenancy start date or Tenancy end date falls on a Sunday, Bank Holiday, or usual UK holiday period (such as between Christmas and New Year, or over the Easter long weekend), the effective date that the Check-in appointment can take place will be the first (non-holiday) working day after the Tenancy start date and the effective date that the Check-out appointment can take place is on the first (non-holiday) working day before the Tenancy end date. In cases such as these, the rent due and liabilities of all parties will follow the Tenancy start and end dates as specified by this agreement – therefore, in some rare circumstances, the Tenant may be required to pay rent for a short time before their Check-in appointment or a short time after their Check-out appointment due to the date on which it falls. Where the Tenant fails to return the property in the same condition they received it in, the Landlord reserves the right to seek damages from the Tenant for any resulting loss caused. The Tenant accepts that the Landlord or Agent will, without additional discussion or agreement, reinstate the property to the condition that it was in when it was given to the Tenant and the Tenant accepts that they will be liable for the reasonable costs incurred. The Tenant is reminded that they have full control over which contractors they would like to employ to set any issues right before the Check-out appointment but no control over works undertaken after the Check-out appointment. Therefore, it is highly recommended that the Tenant properly prepares and reinstates the property to the condition they received it in before the start of the Check-out appointment. Where the Tenant cannot (or does not want to) be present for the Check-out appointment, they agree to make arrangements with the Agent at least 2 working days before the Check-out appointment in order that the Inventory Clerk (or in some cases, the Landlord) can be given keys to enter the Property to carry out the Check-out appointment unattended. If the Tenant is not present at the Check-out appointment, they agree to make arrangements to prepare the Property to be handed back before the appointment and will return all keys, key fobs, permits, and other items given to the Tenant for the property in a sealed envelope to the Agent's office at least 1 working day before the Check-out appointment.

3. The Tenant agrees with the Landlord:

- 3.1. To pay the rent, in full and on time, on the days and in the manner specified in this Agreement as shown in the above section "Rent and Payment" schedule. All payments should be made by the "Head Tenant" and must include the "Payment Reference" to identify the payment as belonging to the "Head Tenant". Where any payments are paid using the payment reference assigned to the "Head Tenant", even if paid by someone else, those funds will belong to the "Head Tenant" and will be held in the account for the "Head Tenant" to be handled in accordance with this Agreement. Where a group of sharers is renting a property on a joint and several basis, it is the Head Tenant's responsibility to calculate and agree what share of each payment should be assigned to each co-Tenant. Where there is any disagreement, it is the Head Tenant's responsibility to calculate the discrepancy and to inform us of the changes they want us to make to their account and the accounts of any co-Tenants.
- 3.2. To pay the cost of any reasonable bank or other charges incurred by the Landlord or Agent should any rent payment be dishonoured by the Tenant's bank, or any other bank or other charges related to payments made by or on behalf of the Tenant, including but not limited to costs for receiving cheques, costs for receiving international transfers, costs for receiving cash.
- 3.3. To pay interest on rent or other charges paid late calculated daily from when the Rent or other arrears became due until the date of full payment at 3% above The Bank of England base rate. To pay the reasonable default fee of £40 + VAT applicable each week for any administration work required by the Agent in the process of dealing with any late payment from the Tenant. The first fee will be applied from 00:01 on the day the Rent or other arrears are due if full payment has not been received by the Landlord or the Agent in cleared funds. These reasonable default charges can be avoided by the Tenant making full payment early, or at least on time.
- 3.4. To pay for the following services (where applicable) consumed on or supplied to the Property during the Term:
 - **Television Licence,**

- **Council Tax / Rates,**
- **Electricity,**
- **Gas,**
- **Telephone,**
- **Water,**
- **Broadband (unless included as a Special Condition in section 8 of this Agreement),**
- **Contents Insurance,**
- **Tenant's Liability Insurance, etc.**

and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event.

- 3.5. Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord (this includes not affixing tape, blu tack, or anything similar to the walls or surfaces of the Property).
- 3.6. To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the Tenancy (fair wear and tear and damage by accidental fire excepted).
- 3.7. To keep the Property in a smoke-free, clean and tidy condition, of complete repair, during the Term, including communal areas, windows and garden (if any). Smoking is not permitted inside the Property or indoor communal areas – any sign of effects from smoking in prohibited areas noted throughout or at the end of the Term will be rectified as the Landlord or Agent see fit, with the full reasonable cost to paid by the Tenant, including any reasonable default fee charged by the Agent in accordance with section 3.24.
- 3.8. To keep the Property heated adequately in order to avoid damage by freezing conditions, and to keep the Property sufficiently aired to avoid damage by condensation, damp, mould, or similar. To follow any reasonable instructions given by the Landlord or Agent to reduce sources of moisture in the property to decrease the build-up of condensation.
- 3.9. To leave the Contents at the end of the Tenancy in the same places in which they were positioned at the point the Tenant first took occupation of the Property, according to the Inventory.
- 3.10. Not to assign, sublet, or otherwise part with possession of the whole or part of the Property at any time (e.g. the Tenant may not make the Property available for home sharing or Airbnb style short term letting). Not to allow anyone (other than those named as Tenants on this agreement, if any) to sleep at the property for more than 2 nights per week without prior written permission from the Landlord or Agent. For the avoidance of doubt, if any person not named on this Agreement is sleeping at the property for more than 2 nights per week, they may be considered as “living” at the property and it would be a breach of this condition of this agreement.
- 3.11. To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any business, illegal, or immoral purposes. For the avoidance of doubt, light administrative working from home is permitted, on condition that you do not have any business-related visitors to the property and do not register the property as the business address.
- 3.12. Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining or nearby property or which may void any insurance of the Property or cause the premiums to increase. A reasonable default fee of £40 + VAT may be charged by the Agent to cover their time and the costs associated with informing the Tenant of any complaints received against them, and for handling of any complaints caused due to the behaviour of the Tenant, their guests, or anyone or anything else that the Tenant is responsible for, subject always to it being proven that the Tenant has given cause to such complaint by causing a nuisance or annoyance, breaching the law, or breaching a material clause of this Agreement.
- 3.13. To permit the Landlord, the Agent, the Landlord's contractors, or another relevant party, upon reasonable notice at reasonable hours (save in an emergency), to enter the Property to view the state and condition, to quote for or carry out works of maintenance or repair, or for another relevant reason with or without the Tenant being present. Reasonable notice is defined as a phone call, text message, email, or other means of communication sent to the Tenant at least 24 hours in advance of the visit. Notice given by text message or email (to the contact details held on file by the Agent) is given in accordance with the terms set out in section 5.4 in this Agreement. It is hereby agreed that if a message is sent to the mobile telephone number or an email address the Agent has on file for the Tenant, the notification message is considered as having been correctly given whether it has in fact been checked or delivered at all. The Tenant agrees that access to the Property may be made with keys at a time when the Tenant is not present

and agrees that the Agent will not agree to abide by specific times set by the Tenant for access. Access to the Property will be gained as required after suitable notice has been given.

- 3.14. To permit the Landlord or the Landlord's Agents upon reasonable notice (as defined above) at reasonable hours to enter the Property with prospective Tenants, purchasers, surveyors, local authority officers, or other relevant parties at any time throughout the Term.
- 3.15. The Tenant agrees to neither keep any animals, birds, reptiles, or rodents (hereby known as "Pets") in or on the Property (which includes any part of the Property including the garden) nor to allow their invited guests or visitors to do so, unless stated otherwise in Section 8, "Special Conditions" of this agreement. Where Pets are permitted by the Landlord, or in breach of this clause, the Tenants are to be responsible for the reasonable costs or rectification of any damage caused to the Property and any reasonable costs incurred in bringing the property back to the condition the Property was in when it was given to the Tenant.
- 3.16. Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm, and to provide the Landlord and the Agents with sufficient duplicate copies (at least 3 copies, sometimes more) of each key for any new locks that are changed or added.
- 3.17. To fasten all locks to all doors and windows, fasten any and all gates and garages, and activate any burglar alarm whenever the Property is left unattended.
- 3.18. To forward any mail or official notice addressed to the Landlord or Agent within 7 days to the address listed for the Landlord at the top of this Agreement. Unopened letters can be redirected by scratching out the property address and writing the Landlord's address below or next to the property address and posting the mail back through any Royal Mail Post Box. Alternatively, items which cannot be redirected in this way, must be taken to the offices of the Landlord's Agent within 5 working days of being delivered to the Property.
- 3.19. To notify the Agent and Landlord if the Tenant intends to leave the Property vacant for a period in excess of 14 consecutive days. The Tenant shall be responsible for arranging for a friend, family member, or contractor (at the Tenant's expense) to visit the Property and check it regularly throughout any extended vacant period of 14 days or more, to ensure the property is regularly checked and inspected whilst vacant.
- 3.20. To give the Landlord at least two full months proper written notice to end the Tenancy at the end of the Tenancy Term (as shown at the start of this Agreement – the fixed term Tenancy end date). Where neither of the parties serves the other two full months proper written notice to end this Agreement at the end of the Term, it is agreed by all parties that this Tenancy will become a contractual periodic Tenancy and all other terms of this Agreement shall remain in place. For the avoidance of doubt, neither the Tenant nor the Landlord may serve notice to the other under clause 3.20 or 3.21 of this Agreement to end this Tenancy on any date before the end of the Term (the fixed term Tenancy end date). Should the Tenant want to vacate the property before the end of the fixed Term, this must be done in accordance with section 5.7 of this agreement.
- 3.21. To give the Landlord at least two full months proper written notice to end this Tenancy if the Tenancy has continued as a contractual periodic Tenancy. Should the Tenant provide less than the required two full months notice, the Landlord reserves the right to charge the full rent for up to two full months' after the proper written notice was received. For the avoidance of doubt, "two full months notice" means that if you give your notice the 21st of June, your Tenancy will end on the 21st August. For the avoidance of doubt, "proper written notice" means completing the form found at <http://notice.letme.it/>.
- 3.22. To return the Property, appliances, carpets, fixtures and fittings, cleaned to a high professional standard at the point of Check-out. The standard of cleaning must be such that the independent Inventory Clerk and, or the Landlord's Agent is satisfied that it returns the Property to same condition that the Tenant received the Property in. It is recommended that the Tenants employ the Agent's recommended professional cleaning contractors, to ensure the Property is returned with the correct standard of professional cleaning completed, however, this is not a requirement, as long as the Property is returned in the same condition it was received in. The Tenant agrees to return all keys, key fobs, permits, or anything else given to the Tenants along with the Property before or during the Tenancy, when the Tenant returns the Property at the Check-out appointment (or to the Landlord or Agent on the last day of the Tenancy where no Check-out appointment is required by the Landlord).
- 3.23. To follow the deposit return processes of the Landlord or Agent, including providing forwarding addresses for all vacating Tenants along with the names and contact details of any utility providers for the Property. Where the Agent is holding the Deposit as "Stakeholder", the Tenant agrees to submit an official online deposit refund request at <http://deposit.letme.it/> within 1 month of the Tenancy end date. Where the Landlord is holding the Deposit as

“Stakeholder”, the Tenant agrees to send an email to the Landlord (using the contact details shown at the start of this agreement) to officially request that the Landlord return their Deposit within 1 month of the Tenancy end date. The Tenant can see who is holding their Deposit by checking the “**Deposit**” section at the start of this Agreement.

- 3.24. To pay the Agent’s reasonable default fees in accordance with the terms of The Tenant Fees Act for any default that the Tenant and/or their invited guests are responsible for. The reasonable default fees are charged at £40 + VAT per half an hour of the Agent’s time and include any administration (letter writing, phone calls, text messages, email writing, note taking, etc.) and the use of systems and facilities that the Agent requires to provide a good service to the Tenant, the Landlord, and any other relevant parties while dealing with the result of any default by the Tenant. These reasonable default fees are to be paid by the Tenant for any breach of the terms of this Agreement that result in the Agent needing to take additional action outside the usual scope of work required. For the avoidance of doubt, the usual scope of work required is defined as the day to day management of the Property and Tenancy in order to comply with the Landlord’s legal responsibilities where the Tenant is complying with all their responsibilities and duties as defined and agreed to within this Agreement. Where the Tenant breaches a term of this agreement, it would most likely result in additional work for the Agent, outside the usual scope of work required, for the Agent to deal with the breach. This might include making the Tenant aware of the breach, setting in place plans for the Tenant to rectify the breach, and making the Landlord and/or other parties aware of the breach and aware of the plans in place to rectify the breach. If the Tenant defaults on any of their responsibilities or commitments within this Agreement they agree to pay the Agent’s reasonable default fees plus any reasonable costs for putting right any result caused by the breach. The Tenant may also be liable for Damages due to the breach and the Landlord and Agent reserve the right to seek damages from the Tenant. For example, but not limited to, if the Tenants breach clause 3.8 regarding adequate airing of the Property they may be liable for the cost of a contractor to repair the damage caused and may be charged a reasonable default fee of £40 + VAT by the Agent for dealing with the matter (reporting the matter to the Landlord, communicating with the Tenant, organising the contractor, overseeing the payment to the contractor, etc.).
- 3.25. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Property at their own risk, and hereby (for the Tenant and all persons claiming under, by or through the Tenant) releases the Landlord, Agent, contractors, Agents, and employees, from any and all claims, costs, fines, Losses, suits, actions, liabilities, damages and expense whatsoever (including all Attorneys’ Fees), interest, penalties, causes of action and expenses and demands of every kind resulting from any accident, damage or injury occurring therein, except to the extent arising due to the gross negligence or deliberate misconduct of the Landlord, Agent, contractors, Agents, and employees. The Tenant expressly covenants and agrees that Landlord and Agent shall not be responsible or liable to the Tenant for any loss of, or damage or injury to, any personal belongings or other Property of the Tenant or their guests, or any other Property whatsoever, or for defects in workmanship or for improper design or construction of any alterations or improvements approved by the Landlord or Agent, or for any other loss or damage from any source whatsoever, except to the extent such injury, loss, or damage is due to the gross negligence or deliberate misconduct of the Landlord, Agent, contractors, Agents, and employees. Anything in this Section to the contrary notwithstanding, the Landlord and Agent shall have no liability whatsoever for any loss, injury or damages suffered by the Tenant to the extent such loss, injury or damage may be covered by applicable insurance policies, nor shall the Landlord have any liability whatsoever for consequential damages suffered by the Tenant. To the maximum extent permitted by law, the Tenant agrees to fully and completely release the Landlord and Agent from any and all liability and ultimate responsibility.
- 3.26. To provide proof of adequate insurance to cover the Tenant’s liability for any accidental damage to the Landlord’s fixtures and fittings before the commencement of the Tenancy. Please provide this at least 1 working day before your Check-in appointment. The Landlord and the Agents do not provide any cover for the Tenant’s personal belongings. Therefore, it is strongly advised that Tenants take out adequate insurance to cover their own possessions, however, personal contents cover is not a contractual requirement of this agreement. If the Tenant does not already have adequate insurance cover in place, then it is recommended that they visit <http://tenant-insurance.letme.it/> to receive a quote from the Agents recommend provider. Should cover be obtained from another provider it should include at least £5,000 of cover for "Tenant liability" to cover the Tenant for accidental damage to the Landlord’s building, furniture, fixtures and fittings.
- 3.27. Any open Fireplaces (if any) are for ornamental purpose only and should never be used. In breach of this clause, the Tenant is to be responsible for the reasonable costs or rectification of any damage caused to the Property, including but not limited to replacing any and all soft furnishings or any other items damaged by smoke or fire.

- 3.28. To not tamper with, or install any new, gas fittings or appliances. In breach of this clause, the Tenant is to be responsible for the reasonable costs or rectification of any damage caused to the Property, including but not limited to replacing the Landlords' Gas Safety Certificate (CP12).
- 3.29. To notify the local council and all utility providers of their details and opening meter readings within the first week of the Tenancy, and to close their account with the closing meter readings within the first week after the end of the Tenancy. Meter readings will be taken at the Check-in and Check-out appointments - if the Landlord has chosen not to use an independent Inventory Clerk, then they will most likely meet the Tenant at the Property to check them in, and check them out, therefore, meter readings should be taken at these appointments.
- 3.30. To not to allow or cause for a key or card meter, or any non-traditional meter to be installed without prior written consent from the Landlord or the Agent. The Landlord or his Agent reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 3.31. To not to dig up, remove, or damage any trees, shrubs, bushes, timber, grass, or plants in the garden (if any), and to suitably always maintain the garden (if any) in seasonal order, including keeping free from weeds, trimming bushes and hedges, and cutting the grass. This shall include keeping any patio areas or paths (front, back, and sides) free from weeds, moss, and other obstructions, marks, or growths.
- 3.32. To permit the Landlord or the Landlord's Agents to display a Letting or Sales Estate Agent Board at the Property at any time throughout the Tenancy.
- 3.33. To respond quickly and professionally to all reasonable requests or communications from the Landlord or Agent.
- 3.34. To never use or keep within the Property any portable electrical heaters, except for oil filled radiators (this is to comply with local regulations and best practice fire safety advice).
- 3.35. Where the Property is within a block, development, shared house, or similar, to comply with any and all regulations, covenants, rules, or similar imposed on the occupiers, Tenants, lessees, or landlords.
- 3.36. That the Deposit has been taken for the following purposes:
- 3.36.1. Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the landlord.
- 3.36.2. The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 3.36.3. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 3.36.4. Any rent or other money due or payable by the Tenant under the Tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy
- 3.37. Joint Tenant consent to adjudication and deposit deductions
- 3.37.1. There being multiple Tenants, each of them agrees with the other(s) that any one of them (usually the Head Tenant) may consent on behalf of all the others to use alternative dispute resolution through a Tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the Tenancy and/or may represent all other(s) with regards to Tenancy deposit deductions, agreeing to the total deposit deductions.
- 3.38. To maintain the Property:
- 3.38.1. in a "Tenant-like" fashion always throughout the Tenancy.
- 3.38.2. to attend to any and all minor issues such as tightening loose screws, replacing light bulbs, replacing batteries, regularly testing smoke and carbon detectors (at least once per month), and other minor repairs an owner-occupier would likely take care of themselves.
- 3.38.3. to quickly and carefully report any maintenance issues or repairs required at the Property, which are the Landlord's responsibility to deal, as soon as they become aware of them. Issues should be reported to the Landlord directly where the Landlord does not employ the Agent to provide a Fully Managed Service, or to the Agent directly, where the Landlord employs the Agent to provide a Fully Managed Service.
- 3.38.4. where the Agent is providing a Fully Managed service type to the Landlord, the Tenant agrees to report all repairs as soon as reasonably possible to the Agent in writing by filling in the online form found at <http://repairs.letme.it/> with full and detailed information about the issue (including photos where possible). Due to the vast number of repairs and maintenance issues the Agent will be dealing with at any one time, the Agent will only accept notice of a repair issue from Tenant when it is submitted via an online report. Where the Agent is

providing a “Advertise Only”, “Let Only”, or “Rent Management” service type to the Landlord, the Tenant agrees to report all issues to the Landlord as soon as reasonably possible using the contact details for the Landlord given at the start of this Agreement. At the time of signing this Agreement, the Agent is performing the following service type for the Landlord: **“Let Only Service - DPS Custodial (TOB 2019)”**

4. The Landlord agrees with the Tenant as follows:

- 4.1. To pay for all assessments and outgoing in respect of the Property (other than those mentioned in 3.4 above, or any services belonging to the Tenant) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.
- 4.2. That the Tenant paying the Rent and performing the Agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his Agent. For the avoidance of doubt, it is agreed that the terms agreed by the Tenant with the Landlord in section 3 of this Agreement do not contradict the Tenant’s right to quietly possess and enjoy the Property – the Tenant can both quietly possess and enjoy the Property whilst complying with their responsibilities under section 3 of this Agreement.
- 4.3. To pay for the following services (where applicable) consumed on or supplied to the Property during the Term:
 - **None**

5. The Landlord and the Tenant agree:

- 5.1. Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home or intends to occupy the Property as his or her only or main home.
- 5.2. The Tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.
- 5.3. Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first-class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.
- 5.4. Any notice served by the Landlord or the Agent on the Tenant shall be sufficiently served if sent by email to the Tenant to the email address given by the Tenant when applying for the Tenancy or to an email address held on file for the Tenant if the Tenant properly notifies the Agent of a change of email address throughout the Tenancy.
- 5.5. To immediately notify the Agent if the Landlord or the Agent changes their telephone number, email address, or any other contact information by sending an email to support@letmeproperties.co.uk and complying with the Agent’s request for verification before the change can be enacted.
- 5.6. The Landlord may re-enter the Property and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).
- 5.7. Should the Tenant wish to end this Agreement before the end of the fixed term, the Tenant may request permission from the Landlord to instruct the Landlord's Agents to begin advertising the Property to the open market in the hope that a suitable replacement Tenant may be found. Should the Landlord and the Landlord's Agent accept this request, the Tenant will be responsible for all costs relating to finding a replacement Tenant including but not limited to: The Agent’s fees usually paid by the Landlord for the Tenant Find Service of 1 Months’ Rent + VAT (Minimum £600 + VAT), the costs incurred by the Landlord earlier than usual due to the early change in Tenants: £50 + VAT Deposit Protection Fee, £160 + VAT Inventory Fees, Referencing and Tenancy Set-up Costs for the new Tenant (minimum £200 + VAT, however, more if there are multiple adult Tenants or guarantors required), and any costs incurred by the Landlord as a result of the Tenant choosing to end the Tenancy before the end of the fixed Term. When the Tenant Replacement Service is used, the Tenant agrees to vacate the Property at least 7 days before the Replacement Tenant is set to start their Tenancy. Until a new replacement Tenant has been found and their Tenancy has started or if the Landlord or the Agent does not accept this request, the Tenant remains completely liable for all costs and terms of this Agreement, including but not limited to all Rent, Council Tax, Utility Costs, etc.
- 5.8. At the end of the Tenancy, both the Tenant and the Landlord agree to act reasonably and respectfully in agreeing whether any deductions from the Deposit are due, taking the advice of the 3rd party Inventory Clerk (where available) into careful consideration, and will jointly agree the value of deductions from the deposit, if any at all, within a timely

manner. The Tenant agrees to close all utility and council tax accounts (save for any that were included within the rent) before submitting the official Deposit refund request. The Tenant agree that the "Head Tenant" will officially request the Tenancy deposit repayment by completing the online form shown at <http://deposit.letme.it/> within 1 month of the Tenancy end date, where the deposit is held by the Agent, or by email directly to the Landlord where the deposit is held by the Landlord. Should the Tenant fail to officially request the Deposit repayment within 3 months of the Tenancy end date, the Tenant accepts that deductions from the Deposit will be decided by the Landlord and/or the Agent and any Deposit refund will be paid to the bank account details held on file for the "Head Tenant" (if any) without dispute from the Tenant. The Tenant hereby agrees and accepts that after this Tenancy ends (where it is not renewed) the Landlord and/or the Agent will arrange any works that they deem required at the Property to bring the Property up to the same standard it was in when it was given to the Tenant without consulting the Tenant, and the Tenant agrees that the deductions will be made from the Deposit to pay the reasonable cost of any such works without any further consultation or agreement with the Tenant. The Tenant accepts that they will not be given any opportunity to complete any required works themselves after the Check-out appointment has started, due to the logistics of the Property needing to be reinstated to the same condition it was in when it was given to them soon as possible after the Tenancy ends. If the Tenant wishes to control any works required to bring the Property back to the same condition it was in when they first received the Property, they should arrange these works before their Tenancy Check-out appointment. The Inventory Check-in report should be used as a guide to the condition that the Landlord will expect the Property to be returned in. The Tenant can request a copy of this by email at any point throughout the Tenancy, if an Inventory Check-in report has been created.

- 5.9. The rent shall increase at least once every 12 months (usually when the Tenancy is renewed or converts to a contractual periodic Tenancy). This increase shall be calculated according to the rise in the Retail Price Index most recently published at the time the renewal takes place. The increase shall not be less than 3% or more than 8% of the existing annual rent or any other rent agreed between the Landlord and the Tenant.

6. The Guarantor(s) (if any) agree with the Landlord as follows

- 6.1. In consideration of the Landlord granting this Tenancy to the Tenant, I HEREBY GUARANTEE the payment by the Tenant to you of the Rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of the Agreement.**
- 6.2. If the Tenant is jointly and severally liable with other(s) to pay the Rent and otherwise comply with the terms and provisions of the Agreement this means that I acknowledge our liability is for the payment of the full Rent or any breach of the terms and provisions of the Agreement by any of the other Tenants.
- 6.3. If the Tenant shall default in the payment of the Rent or any other monies payable under the Agreement I will upon written demand by you pay you the Rent or other monies which shall be so in arrears.
- 6.4. If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Agreement I will on demand pay you all losses damages expenses and costs which you may be entitled to recover by reason of such default. My liability under this Clause is unlimited.
- 6.5. This Guarantee shall not be revoked for so long as the Tenant remains a Tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy or the death or bankruptcy of any of us or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement).
- 6.6. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without my consent including any increase in the amount of the Rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a Tenancy of the Property is granted to the Tenant irrespective of the amount of the Rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.
- 6.7. This Guarantee shall extend to any extension of the Tenancy or to any statutory periodic Tenancy which may arise under the Housing Act 1988 on the expiry of the Tenancy granted by the Agreement or on the expiry of any new or further Tenancy of the Property to which the Tenant is a party.
- 6.8. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.
- 6.9. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my consent or by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of the Agreement or failure or neglect on your part whether as to payment time performance enforcing the Agreement or otherwise or any refusal by you to accept Rent or other monies following any breach of the terms and provisions of the Tenancy.
- 6.10. This Guarantee shall constitute me as principal debtor(s).
- 6.11. Any demand shall be valid if sent by post or left at my address specified above or such other address as I may notify to you in writing as to whether any such demand should be sent so long as a receipt for such notification of such alternative address is issued by me.
- 6.12. Where more than one person is a party to this Guarantee as Guarantor our obligations shall be joint and individual.
- 6.13. This Guarantee shall be construed in accordance with the law of England and Wales, whose courts shall have the exclusive jurisdiction to hear any dispute arising out of or in connection with this Guarantee.

7. Various

7.1. Costs of Recovery

- 7.1.1. It is hereby agreed that if the Tenant fails to pay any monies (rent, charges, fees, and/or otherwise) owed to the Landlord, Agent, or any other parties connected to the Landlord or Agent (such as contractors), within 5 working days of payment being requested, the Tenant shall pay the Landlord/Agent for all costs incurred by the Landlord/Agent in the recovery of any monies owed by the Tenant to the Landlord, Agent, or any other parties connected to the Landlord or Agent under this Agreement, including recovery Agent costs, repossession costs, location search costs, process server costs, administration costs, and solicitor costs on a solicitor/client basis.

7.2. Jurisdiction

- 7.2.1. It is hereby agreed that this Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

7.3. Terms of this Agreement

- 7.3.1. It is hereby agreed that if any of the terms in this Agreement are deemed unfair or unenforceable by a court of law or similar authority, that the remainder of this Agreement shall remain true and enforceable in entirety with only the parts deemed unenforceable removed.

8. Special Conditions

- **SPECIAL CONDITIONS WILL BE HERE**

By signing this Agreement, I give my express consent for you to collect, process, share, and store my data in accordance with your data protection and privacy policy found at <https://letmeproperties.co.uk/data-protection-policy/>

By signing this Agreement, I give my express consent for you to send communications and various notice by email and/or text message. I have reviewed contact information on the first page, and I confirm that my contact details are correct.

I agree to notify you immediately, in writing by email to support@letmeproperties.co.uk, of any change to my mobile phone number, email address, or any errors or complications relating to my receipt of electronic messages or if I have any problems accessing my email or text messages.

SIGNATURES

SIGNED by the Landlord or an authorised person of Let Me Properties as Agent for the Landlord

Landlord or Agent:	Date:
Landlord or Agent:	Date:

SIGNED by the Tenant/s

Example Tenant:	Date:
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DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT COMPLETELY AND UNDERSTAND IT COMPLETELY. THIS IS A LEGALLY BINDING CONTRACT.

ANNEX A TO TENANCY AGREEMENT

FOR 1 EXAMPLE STREET, ST ALBANS, HERTFORDSHIRE, AL1 3RR

LANDLORD(S)

Landlord Name:	Address:	Phone Number:	Email Address:
Mr Example Landlord	1 Example Landlord Road, St Albans, AL1 3RR	07854897459	landlord@letmeproperties.co.uk
Mrs Extra Example Landlord	2 Example Landlord Street, St Albans, AL1 3RR	07777777777	extraexamplelandlord@letmeproperties.co.uk

TENANT(S)

Head Tenant Name:	Pre-Tenancy Address:	Phone Number:	Email Address:
[[HeadTenant.Name]]	[[HeadTenant.Address.Address1]], [[HeadTenant.Address.Address2]], [[HeadTenant.Address.Address3]] [[HeadTenant.Address.Address4]] [[HeadTenant.Address.Postcode]]	[[HeadTenant.Tenant MobilePhone]]	[[HeadTenant.Email]]
Co-Tenant Name/s:	Pre-Tenancy Address:	Phone Number:	Email Address:
Example Tenant	1 Hatfield Road St Albans AL1 3RR	01727846361	example@letmeproperties.co.uk

All Co-Tenants (if any) hereby confirm that all deposit funds are owned fully and completely by the Head Tenant listed above.

All Tenants understand and accept that any and all deposit negotiation communications will be conducted by the Head Tenant and all deposit refund funds (if any) will be repaid to the Head Tenant. If the Tenants have any private arrangements between themselves where they have paid funds to the Head Tenant in way of any deposit, this is to be handled as a separate private matter between the Tenants and does not involve the Landlord or the Landlord’s Agent.

ADDRESS FOR CONTACTING THE HEAD TENANT AFTER THIS TENANCY

Name: [[HeadTenant.Name]]

Address:

Telephone Number: [[HeadTenant.TenantMobilePhone]]

Email Address: [[HeadTenant.Email]]

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS*

*** IN ACCORDANCE WITH THE HOUSING (TENANCY DEPOSITS) (PRESCRIBED INFORMATION) ORDER 2007.**

THE DEPOSIT PROTECTION SERVICE – CUSTODIAL SCHEME

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

To: (insert names of all tenants and any other person (third party) paying a tenancy deposit on behalf of a tenant)

Example Tenant

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.
7. Tenancy specific information

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

£2,307.00

- b. Address of property to which the tenancy relates. (insert address of property including post code)

1 Example Street, St Albans, Hertfordshire, AL1 3RR

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

Landlord Name:	Address:	Phone Number:	Email Address:
Mr Example Landlord	1 Example Landlord Road, St Albans, AL1 3RR	07854897459	landlord@letmeproperties.co.uk
Mrs Extra Example Landlord	2 Example Landlord Street, St Albans, AL1 3RR	07777777777	extraexamplelandlord@letmeproperties.co.uk

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

Head Tenant Name:	Pre-Tenancy Address:	Phone Number:	Email Address:
[[HeadTenant.Name]]	[[HeadTenant.Address.Address1]], [[HeadTenant.Address.Address2]], [[HeadTenant.Address.Address3]] [[HeadTenant.Address.Address4]] [[HeadTenant.Address.Postcode]]	[[HeadTenant.TenantMobilePhone]]	[[HeadTenant.Email]]
Co-Tenant Name/s:	Pre-Tenancy Address:	Phone Number:	Email Address:
Example Tenant	1 Hatfield Road St Albans AL1 3RR	01727846361	example@letmeproperties.co.uk

- e. Name of Third Party making the payment:

Name:	Address:	Phone Number:	Email Address:

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) 1.2, 3.23, 3.36, 3.37, and 5.8 of Tenancy Agreement.

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

SIGNED by the Landlord or an authorised person of Let Me Properties as Agent for the Landlord

Landlord or Agent:	Date:
Landlord or Agent:	Date:

SIGNED by the Tenant/s

Example Tenant:	Date:
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NOTES

- 1) A copy of The Deposit Protection Service Custodial Terms and Conditions must be attached to this document. It is available to download from: <https://www.depositprotection.com/custodial-terms-and-conditions/>
- 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

The Deposit Protection Service Custodial Terms and Condition

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

1. Definitions and Explanations of commonly used terms

Adjudication

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

Adjudicator

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

Assured Shorthold Tenancy

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

Calendar Day

A Calendar Day is any day of the week.

Custodial Scheme (or Scheme)

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

Customer Service Centre

This is our telephone contact centre. You can contact the Customer Service Centre on 0330 303 0033 between 8am and 6.30pm on Working Days. Our Customer Service Centre closes on bank holidays in England and Wales. Please check the homepage of our website for details.

Decision

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

Deposit

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

Deposit ID

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

Dispute

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

Dispute Resolution Service

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

Form(s)

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

Initial Requirements

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

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

Joint Tenancy

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

Joint Tenants

The Tenants in a Joint Tenancy.

Landlord

This means a Landlord of a Tenancy. For the purposes of these Terms and Conditions, the term Landlord includes a Letting Agent or Organisation, where applicable.

Landlord ID

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

Letting Agent

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

Nominated Tenant

If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings

with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

Organisation

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

Parties

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

Prescribed Information

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

Property

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

Relevant Person

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

Sole Tenancy

This is where there is only one Tenant in a Tenancy.

SMS

Means short message service otherwise known as text messaging service.

Statutory Declaration

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

Statutory Declaration Notice

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

Statutory Declaration Process

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

Tenancy

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

Tenancy Agreement

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

Tenant

This is the Tenant of a Tenancy.

The Ministry of Housing, Communities and Local Government ('MHCLG')

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

The Deposit Protection Service ('The DPS')

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

Transfer

A Transfer can be:

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

Working Day

Working Days are days on which our offices are open for business. These are every Monday to Friday, excluding bank holidays in England and Wales. We keep our website – www.depositprotection.com – up-to-date with our opening times. In these Terms and Conditions the use of the words and phrases "other", "including" and "in particular" shall not restrict a general or wide interpretation of any words preceding them where a wider interpretation is possible. Except where the context otherwise requires, words using the singular shall include the plural and vice versa.

2. Information about the Scheme for you

- a. These are our Terms and Conditions which govern how we provide the Scheme. From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.
- b. The ways you can contact us are set out in section 4 "Ways to Contact us".
- c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".
- d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.
- e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a

payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.

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

3. How our Custodial Scheme works

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

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

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

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

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

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

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

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

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

4. Ways to contact us

a. The Online Service

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

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

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

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

b. Customer Service Centre

The Customer Service Centre is available to:

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

ii. process requests for Forms;

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

iv. process requests for repayment and responses. We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.

c. Paper Based Service

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

ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.

5. How to create an account

I. Landlords

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

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

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

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

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

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

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

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

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

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

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

v. a valid email address for the Letting Agent.

d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.

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

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

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

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

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

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

i. to log into their online account;

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

iii. to update any such data;

iv. to pay a new Deposit to us;

v. to perform any actions during a Tenancy;

vi. to manage their Deposits; and

vii. to instigate the Deposit repayment process.

k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:

i. their unique Landlord ID. This will also be provided over the telephone; and

ii. The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.

l. Landlords can select other people to have administrative rights to their account, to give instructions on the Landlord's behalf. To do this, the Landlord must create an administrator account for the selected person. The Landlord can choose one of two levels of access for the person they are adding:

i. **Senior Tenancy Administrators:** who can complete all actions on the account except creating new accounts; or

ii. **Tenancy Administrators:** who can complete all actions except repaying or transferring any Deposits and creating new accounts. The Landlord retains the role of Account Administrator and has full access to edit any allowed aspect of their account or tenancies.

II. Tenants

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

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

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

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

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

i. to log in to their online account;

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

- iii. to update any such data; and
- iv. to instigate the Deposit repayment process.

6. Adding a Property

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

7. Creating a Tenancy

- a. Landlords can create a Tenancy in their online account before submitting any Deposits.
- b. To create a Tenancy, a Landlord must provide a name together with a contact mobile telephone number or email address for any Tenants and an email address for any Relevant Person.
- c. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).

8. Joint Tenancies and Third Parties (Nominated Tenant)

- a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:
 - i. the Deposit repayment process;
 - ii. any Statutory Declaration;
 - iii. the provision of Tenant's evidence; or
 - iv. any other relevant Form or submission.
- b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.
- c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
- d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
- e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:
 - i. complete the Deposit Submission Form;
 - ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and
 - iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
- f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.
- g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
- h. If no Joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

9. Initial Requirements

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

10. Deposit Submission

- a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at www.depositprotection.com or with a Cheque Deposit Submission Form sent to us by post.
- b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.
- c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.
- d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy.
- e. If Landlords create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.

11. Payment options

- a. The Landlord must ensure that they pay the correct amount of Deposit to us.
- b. Deposits can be paid to us by bank transfer, debit card or cheque.

I. Bank Transfers

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

- b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.
- c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected.
- d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0033 or by completing an online enquiry form, available on www.depositprotection.com. The Deposit Protection Service Custodial Terms and Conditions

II. Debit card payments

- a. Debit card payments can only be used for online custodial Deposit submissions.
- b. If a Landlord wishes to pay by debit card, they must select this option on the payment page following creation of the Deposit in the online system.
- c. We use Worldpay to process debit card payments.
- d. When a Landlord pays by debit card their details are sent to Worldpay in order to process payment.
- e. We do not store Debit Card details.
- f. Confirmation that a successful card transaction has taken place will be provided to the Landlord in real time.
- g. We will provide confirmation to the Landlord when the payment clears, by email within 5 Calendar Days of processing the debit card payment.

III. Cheque payments

- a. Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 36 of these Terms and Conditions.
- b. The online service will generate the Cheque Deposit Submission Form when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Cheque Deposit Submission Form.
- c. Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.
- d. All cheques must be made payable to The Deposit Protection Service, be dated within the past 3 months of the date of processing, be signed by an authorised signatory of the account and be drawn in pounds Sterling on a UK bank account. Words and figures must match and be equal to the full amount of the Deposit as stated on the Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Tenancy.
- e. If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.
- f. Accepted cheques will be banked within 1 Working Day of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.
- g. In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.89 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits from that Landlord for that Tenancy.

12. What happens after the Deposit has been protected?

- a. We will send an email confirming protection of the Deposit 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. the email address of any Relevant Person registered on the Deposit. We will also send the Relevant Person a certificate confirming protection of 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, a certificate confirming protection of the Deposit, Tenancy details and other information we hold regarding the Tenancy.
- c. If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.

13. Making changes to your account

- a. Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.
- b. Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.

I. Changing the Landlord of a Tenancy

- a. If the Landlord changes, the outgoing Landlord must effect a change of Landlord via their online account. We will not register a change of Landlord unless:
 - i. the incoming Landlord has an account with us with a valid Landlord ID; and
 - ii. the outgoing Landlord has the incoming Landlord's 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 call us at the Customer Service Centre on 0330 303 0033 within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
- d. If the outgoing Landlord does call us 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 including the new Deposit ID to:
 - iii. the outgoing Landlord, Letting Agent or Organisation as applicable;
 - iv. the incoming Landlord, Letting Agent or Organisation as applicable; and
 - v. all Tenants at the Property.

II. Changing Tenants in a Tenancy

- a. A change of Tenant process should only be used:
 - i. when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
 - ii. when a Tenant is leaving a Joint Tenancy and a new Tenant is being added to a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
 - iii. when a new Tenant is being added to a Joint Tenancy only; or
 - iv. when a Tenant is leaving a Sole Tenancy and being replaced by another Tenant and the Landlord has no claim against the Deposit for the Tenant leaving the Tenancy.
- b. Landlords will be able to add or remove Tenants from a Tenancy via their online account.
- c. When a Landlord adds a Tenant to a Tenancy via their online account this will happen immediately. We will send confirmation of that change by email to:
 - i. the Landlord, Letting Agent or Organisation in respect of the Property;
 - ii. the Tenants who will continue to reside in the Property;
 - iii. any incoming Tenants; and
 - iv. any outgoing Tenants.
- d. When a Landlord seeks to remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account, we will email the affected Tenant to tell them. We will also tell the Tenant that if they do not want us to remove them from the Tenancy they must call us via the Customer Service Centre on 0330 303 0033 within 7 days of our email. We will not complete the Landlord's request if the Tenant contacts us within 7 days of our email informing us that they do not want us to remove them from the Tenancy. If the Tenant does not contact us, we will complete the removal as the Landlord has requested.
- e. We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is completed.
- f. Where a Tenant is removed from a Joint Tenancy it is the remaining Tenants' responsibility to arrange any payments to an outgoing Tenant or Relevant Person.

III. Scheme Transfers

- a. If a Landlord wants to transfer a Deposit we are protecting to another Scheme, they can email their request to support@depositprotection.com. They will need to send a list of all the Deposits they want to transfer. They also need to send us the details of the Scheme to which we should transfer the Deposits.
- b. If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:
 - i. transfer the relevant Deposit monies directly to the other Scheme;
 - ii. send the other Scheme a list of all details of the Deposits we have transferred; and
 - iii. close the relevant Deposits and Tenancies on the Landlord's online account.
- c. We reserve the right to make further enquiries of any Landlord on receipt of a request to transfer Deposits to another Scheme.

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: The Deposit Protection Service Custodial Terms and Conditions
 - i. log into your account;
 - ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
 - iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.
- b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
- c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
 - i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
 - iii. agree or disagree with each claim for deductions made by the Landlord;
 - iv. confirm any amounts you agree to pay to the Landlord with regard to their

deductions (if any);

- v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
 - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
 - vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
 - viii. agree to be bound by any Decision.
- d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
- e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
- f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
- g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
- h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

- a. A Tenant can submit a Deposit return request. If you are a Tenant you must:
- i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
 - iii. confirm the amount you believe is due to each Tenant and any Relevant Person;
 - iv. confirm any deductions to be paid to the Landlord;
 - v. provide any reasons for each deduction to be paid to the Landlord;
 - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
 - vii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
- b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.
- c. If you are the Landlord responding to a Tenant's Deposit return request you must:
- i. log into your online account; and
 - ii. agree or disagree with the repayment claim made by the Nominated Tenant;
 - iii. confirm the amount you believe is due to the Landlord with reasons;
 - iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
 - v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
- d. If the Landlord:
- i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
 - ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

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

- a. The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.
- b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.
- c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.
- d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:
- i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
 - ii. they will be bound by the Decision of the Adjudicator.
- e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.
- f. Parties can also respond to claims by calling our Customer Service Centre.

19. The Statutory Declaration Process

I. When can it be used?

- a. The Statutory Declaration Process is a method of repayment. It is used when:
- i. the Landlord has no current address for the Tenant; or
 - ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or
 - iii. the Tenant has no current address for the Landlord; or
 - iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.
- b. The following criteria must be met before the Statutory Declaration Process can be used:
- i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
 - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
 - iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
 - iv. the claiming Party believes they should be repaid some or all of the Deposit; and
 - v. any amount claimed by the Landlord must be referable to:
 - a. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
 - b. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property. Claims for damage caused by fair wear and tear will be rejected.

II. The Statutory Declaration Process

- a. The Party who wishes to use the Statutory Declaration Process must provide us with
- a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.
 - b. Parties can get a Statutory Declaration through 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 considers that they are entitled to be paid all or part of the Deposit as claimed; and
 - viii. the claiming Party makes a Statutory Declaration in the knowledge that if they knowingly and wilfully make a false declaration, they may be liable to prosecution under Section 6 of the Perjury Act 1911.

III. Statutory Declaration Process – Statutory Declaration Notice and Resolution

- a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:
- i. whether they accept that the claiming Party should be paid the whole of the amount claimed;
 - ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and
 - iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.
- b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed

Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.

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

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

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

f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consents to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.

g. We will then forward copies of the:

- i. Statutory Declaration;
 - ii. Statutory Declaration Notice; and
 - iii. any additional evidence submitted by either Party; to the Adjudicator (see Adjudication at section 23 below).
- h. We will release any undisputed amount to the Party or Parties concerned.
- i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.

20. The Dispute Resolution Service - General rules for using our Dispute Resolution Service

- a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
- b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
- c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
- d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
- e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.
- f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
- g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
- h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.
- i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.

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

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

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

- i. they relate to matters other than the return of the Deposit; and/or
 - ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
 - iii. the issues raised have already been decided upon by a court;
- n. The Adjudicator may also reject Disputes which, in their reasonable opinion:
- i. are being pursued in an unreasonable manner;
 - ii. are frivolous;
 - iii. are vexatious; and/or
 - iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.

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

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

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

21. Repayment Request – Collection of evidence

- a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
- b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.

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

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

22. Dispute Evidence – the details

- a. The Landlord's evidence should include, but is not limited to the following:
- i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
 - ii. the signed check-in Inventory and schedule of condition;
 - iii. vacating instructions;
 - iv. the signed check-out Inventory and schedule of condition;
 - v. a signed and legally-compliant written Tenancy Agreement;
 - vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
 - vii. a statement of the rent account, if relevant;
 - viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
 - x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
- b. The Tenant's evidence should include, but is not limited to the following:
- i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
 - ii. any other relevant information including photographs, DVDs, correspondence or receipts.
- c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
- d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether

to allow the Dispute to proceed to Adjudication.

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

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

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

23. The Adjudication

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

- i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
- ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
- iii. any extra evidence from the Landlord or the Tenant.

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

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

d. The Adjudicator may:

- i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
- ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
- iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.

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

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

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

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

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

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

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

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

24. Court Orders

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

- i. it refers to the Deposit and/or The DPS as the Scheme administrator; and
 - ii. it specifies how much of the Deposit should be paid to the successful Party.
- b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained before we can release the Deposit.

25. Costs

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

- i. for processing a payment to an overseas bank account we charge £25.89; and
- ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

26. Confidentiality

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

b. By agreeing to use our Dispute Resolution Service, you give us permission to gather The Deposit Protection Service Custodial Terms and Conditions 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 insufficient 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. Privacy Policy

The DPS's Data Privacy Policy can be viewed by visiting

<https://www.depositprotection.com/privacy-policy/> or by calling 0330 303 0033 to request a copy.

33. Intellectual Property

The DPS and the MHCLG 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 any way.

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

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

k. We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for

behaving improperly or not acting in accordance with good market practice.

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

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

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

35. Governing Law

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

36. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. To speak to us, call: 0330 303 0033. To send us an email message, use our online enquiry form. You can find this on the help pages of our website.

BANK STANDING ORDER MANDATE – EXAMPLE TENANT

IMPORTANT: This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant and given in at the tenant’s bank – The Head Tenant must ensure that this is done by all tenants who will be paying rent.

To: (Please insert full bank address including POSTCODE)

	BANK PLEASE READ PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)
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ACCOUNT TO BE DEBITED	BENEFICIARY DETAILS
<p>SORT CODE: ACCOUNT NUMBER: ACCOUNT NAME: ROLL NO: (Building Societies ONLY)</p>	<p>BANK: Test Bank BRANCH DETAILS: 1 High Street AL1 3RR SORT CODE: 123456 ACCOUNT NUMBER: 12345678 ACCOUNT NAME: Mr Example Landlord</p> <p>REFERENCE: "Customer Last Name"-1-Example Street</p> <p>BANK - please reference each STO with the above reference</p>

PAYMENT DETAILS

- Payment of £1000.00 per calendar month. First payment due 29/12/2020, last payment due 28/11/2021

CUSTOMER SIGNATURE:



Date:

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CUSTOMER CONTACT TELEPHONE NUMBER(S): 01727846361

BANK STANDING ORDER MANDATE – EXAMPLE TENANT

IMPORTANT: This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant and given in at the tenant’s bank – The Head Tenant must ensure that this is done by all tenants who will be paying rent.

To: (Please insert full bank address including POSTCODE)

	BANK PLEASE READ PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)
--	--

ACCOUNT TO BE DEBITED	BENEFICIARY DETAILS
<p>SORT CODE: ACCOUNT NUMBER: ACCOUNT NAME: ROLL NO: (Building Societies ONLY)</p>	<p>BANK: Second Test Bank BRANCH DETAILS: St Albans AL2 2PX SORT CODE: 654321 ACCOUNT NUMBER: 87654321 ACCOUNT NAME: Mrs Extra Example Landlord</p> <p>REFERENCE: "Customer Last Name"-1-Example Street</p> <p>BANK - please reference each STO with the above reference</p>

PAYMENT DETAILS

- Payment of £1000.00 per calendar month. First payment due 29/12/2020, last payment due 28/11/2021

CUSTOMER SIGNATURE:

X

Date:

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CUSTOMER CONTACT TELEPHONE NUMBER(S): 01727846361