



ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT INFORMATION

- This agreement should not be used for a fixed term of more than three years; such an agreement would need to be made by deed. Please consult with a solicitor if this is the case.
- This agreement contains the terms and conditions of the Tenancy. It is an important document. Once signed by all parties and dated it will be legally binding. If you do not understand this agreement, or anything in it, we strongly recommend that you seek independent legal advice from a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

This Agreement creates an Assured Shorthold Tenancy as defined by **Section 19A of the Housing Act 1988** as amended by the **Housing Act 1996**. Subject to the Landlord's compliance with the HA 2004 the Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of **Section 21 of the Housing Act 1988** (as amended 1996) by serving upon the tenant at least two months notice in writing. **Please note that notice cannot be served by the landlord in the first four months of an assured shorthold tenancy that began on or after 1st October 2015. This also applies where a tenancy is renewed on or after 1 October 2015. This Agreement also complies with the Tenant Fees Act 2019**

Definitions

The intention of this list is to provide help and guidance to explain or clarify some of the terms of this Agreement. It is not meant to be an exhaustive or comprehensive list. Where there is any doubt, only the court can decide on a definitive interpretation of any term, clause or any part of this agreement.

"The Landlord(s)" will include any person who holds an entitlement to the legal ownership of the Premises at the conclusion of the Tenancy which has hereby been created.

"The Tenant" will include all persons that have title under the tenant.

"The Agent" means Right Let Leeds of 87 Otley Road, Leeds, LS6 3PS Or such other Agent as the landlord may appoint. Such definition maybe updated from time to time by notice in writing to the Tenant.

ICE – Independent Case Examiner

"The Premises" will include any parts or all of the Premises that the tenant is entitled to use within this agreement, and curtilage of the same, together with the garden, garage and parking space (if applicable, please speak to a member of staff for confirmation)

References to the male gender will include the female gender. References to the singular include the plural. References to an Agreement refers to the tenancy created by this document.

"The Term" or **"The Tenancy"** includes the period from and including the Commencement Date to and including the Expiration Date and any extension or continuation thereof or any statutory periodic tenancy which may arise following the Expiration Date specified in clause 2 of this Agreement.

"Water Charges" includes references to sewage and environmental service charges.

The **"Fixtures and Fittings"** includes the Landlords fixtures fittings furniture and effects in the Premises including the floor ceiling and wall covering and all matters specified in the Inventory and Schedule and of Condition

Where the Tenant is more than one person, the Tenant's covenants are joint and several. The expression **"joint and several"** means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the tenancy or any extension thereof as well as any breach of the Agreement; and individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement, until all debts have been discharged in full.

Assignment of a tenancy – this is the process of legally transferring a tenancy from one person to another. This is often referred to as 'change of sharer'.

Communication service – a service enabling any of the following to be used: a telephone other than a mobile phone, the internet, cable television, satellite television.

Commencement date – the date on which the Tenant Fees Act 2019 comes into force, 1 June 2019, for all new applicable tenancies.

Damages – an amount of money that a landlord or agent can be entitled to seek from a tenant where they have suffered a financial loss due to the tenant not obeying the terms of the tenancy agreement.

Default fee – a payment that can be charged to a tenant (where it is set out in the tenancy agreement) in the event of late rent payments that are more than 14 days overdue or where a key/security device giving access to the housing has been lost.

Fixed term agreement – a tenancy agreement, i.e. 'contract' that is set for a period of time, such as 12 or 18 months.

Holding deposit – money paid by or on behalf of a tenant to a landlord or letting agent to formally agree they will proceed with a tenancy on the agreed terms, provided certain agreed conditions are met by the tenant (i.e. reference checks).

Joint tenancy – a tenancy agreement where more than person is named and signs. This means that responsibility for making payments is shared by the people named on the tenancy agreement.

Novation of a tenancy – involves in the creation of a new contract and requiring consent of all parties.

Permitted payment – a payment that a tenant can lawfully be required to make, as per Schedule 1 of the Tenant Fees Act 2019, i.e. rent, tenancy deposit, holding deposit, payment in the event of a default, payment on variation, assignment or novation of a tenancy, for the termination of a tenancy, for council tax, utilities, television licence or for a communication service.

Contractual Periodic – usually where no changes have been made to a contract at the end of a fixed term tenancy and as a result, the tenancy automatically renews but continues on a rolling month-by-month basis.

Tenancy deposit – this is money a tenant pays to a landlord or their letting agent as security for the performance of any obligations of the tenant, or the discharge of any liability (i.e. responsibilities) of a tenant arising under or in connection with a tenancy. A landlord is usually legally required to protect a tenant's deposit.

Tenant – this is usually a person living in a rented property. A tenant is usually required to pay rent to a landlord.

Variation of a tenancy – this is the process of making a change to a tenancy agreement.

Initials of Lead Tenant(s): _____



This Agreement is made on

Landlord(s) Name(s):

Address: Co - Right Let Leeds, 87 Otley Road, Leeds, LS6 3PS

(Address for service under Section 47 & 48 of the Landlord and Tenant Act 1987)

Tenant(s) Name(s):

1. The Landlord lets to the Tenant the residential premises known as
2. The Tenancy will be for a term from and including the ("the Commencement Date")
To and including ("the Expiration Date")
3. The Tenant shall pay to the Landlord or the Agent £ _____ per annum.
£ _____ per calendar month which is payable quarterly in advance commencing on the commencement date and payable thereafter the "Rent Due Date" will be the 1st day of each quarterly month during the Term of this agreement by standing. First such payment before the Commencement Date until the next rent payment date.
4. **Deposit.**
 - 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
 - 4.2 The Tenant shall pay to the Landlord or Landlords Agent upon signing this Agreement £ _____ by way of a security deposit ("the Deposit").
 - 4.3 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Landlord or Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the **Housing Act 2004** and the **Localism Act 2011**. Subject thereto the Landlord shall have a right to claim against the deposit for:-
 - 4.3.1 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 reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the Tenancy.
 - 4.3.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying or enforcing any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises its Fixtures and Fittings, and any additional charges/expenses incurred by the Landlord or Agent relating thereto or by legal/professional advisers.
 - 4.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 4.3.4 Any instalment of rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
 - 4.3.5 Any outstanding payments due in line with the Permitted Payments outlined in Schedule 1, Tenant Fees Act 2019
 - 4.3.6 Any other breach on the part of the tenant of the Tenants obligations under this Agreement, in the interest of clarity this includes any act or omission on behalf of any permitted occupier or visitor to the premises.
 - 4.3.7 Any sum repayable by the Landlord or Agent to a local authority where housing benefit (or its replacement) have been paid direct to the Landlord or Agent by the Local Authority.

Initials of Lead Tenant(s): _____



- 4.3.8 Any damage, dilapidations, chimney sweeping, gardening, general cleaning, oven cleaning, the cleaning/fumigation required as a result of any pets occupying the Premises either with or without the Landlords consent.

4.4 Tenancy Deposit Protection Prescribed Information

- 4.4.1 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The DPS

The Pavilions
Bridgwater Road
Bristol
BS99 6AA

0330 303 0030

contactus@depositprotection.com

www.depositprotection.com

- 4.4.2 A leaflet entitled 'What is the Tenancy Deposit Scheme?' explaining how the Deposit is protected by the Housing Act 2004, is attached to this document. Please see https://www.depositprotection.com/media/1456/dps_insured_terms_and_conditions_may2018_v24_va.pdf for further information provided by the scheme.
- 4.4.3 The Deposit will only be repaid at the end of the tenancy when the obligations in the tenancy agreement and sub clauses have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ICE, or on the order of a court.
- 4.4.4 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 4.4.5 The Deposit Protection Service offer free dispute resolution for deposits covered by them. Applications should be made to The Deposit Protection Service.
- 4.4.6 The Deposit value is as per clause 4.2.
- 4.4.7 The address of the Property is as shown on Page 3 of this agreement
- 4.4.8 The contact details of the Landlord are as shown on Page 3 of this agreement
- 4.4.9 The contact details of the Tenant are as shown on Page 3 of this agreement
- 4.4.10 The reasons for possible deductions from the Deposit are listed in clause 4.3 and sub clauses.
- 4.4.11 The parties forming the Tenancy, declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.
- 4.5 At the termination of the Tenancy the parties will use their best endeavours acting in good faith to agree the deductions which should be made from the deposit and will in any event, within twenty days of the termination of the Tenancy, notify the Agent of what sums/issues remain in dispute.
- 4.6 The Letting Agent/Landlord will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy. This does not prejudice either party's rights to apply to court.

5. THE TENANT AGREES WITH THE LANDLORD as follows:-

5.1 Rent

- 5.1.1 To pay the rent according to the terms of the Agreement whether formally demanded or not without any deduction or right of set-off whatsoever.
- 5.1.2 To pay the rent as stated in clause 3 at the times and in the manner specified in this Agreement and that in the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, and/or any other money payable under this Agreement remaining unpaid after the same becomes payable to pay interest as per Schedule 1, of the Tenant Fees Act 2019. Interest will be added to each day after the due date for which the rent remains unpaid, an annual percentage rate of +3% above the Bank of England base rate such interest to be calculated upon a daily basis on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.
- 5.1.3 That any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Premises to that third party whatsoever.
- 5.1.4 It is agreed that if the Landlord or Agent, where appointed, accepts money after one of the conditions which may lead to a claim for possession by the Landlord, acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

Initials of Lead Tenant(s): _____



5.2 Condition of Premises, Repair and Cleaning

- 5.2.1 To keep the Premises in good repair. The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term and to safeguard them from destruction or damage.
- 5.2.2 To pay for the replacement or repair of any Fixtures and Fittings that are broken lost stolen damaged or destroyed during the Term or at the option of the Landlord to compensate for these items.
- 5.2.3 To use the Premises in a Tenant like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises and the Fixtures and Fittings at the termination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Premises to the Landlord or Agent.
- 5.2.4 To replace within a reasonable time all cracked or broken glass at the Premises during the Tenancy with the same quality glass as soon as reasonably possible.
- 5.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 5.2.6 To keep all smoke detectors / carbon monoxide detectors in good working order and in particular to replace all batteries as and when necessary. After the landlord's test on the first day of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order as per The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. Testing monthly is generally considered an appropriate frequency for smoke alarms & carbon monoxide. If tenants find that their alarm(s) are not in working order during the tenancy, they are advised to arrange the replacement of the batteries or the alarm itself with the relevant landlord.
- 5.2.7 To keep the drains free from obstruction and to have all the chimneys and flues (if any) to the Premises cleaned and swept as often as necessary.
- 5.2.8 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, to include emptying of cesspit tank and septic tanks annually and upon vacation.
- 5.2.9 The tenant is not permitted to use the chimney
- 5.2.10 To keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or device requiring such licence.
- 5.2.11 To notify the Landlord or the Landlord's Agent immediately in writing of any damage destruction or loss that may happen at the Premises or to the Fixtures and Fittings howsoever caused.
- 5.2.12 To notify the Landlord or the Landlord's Agent immediately in writing as per the Deregulation Act 2015 should repairs become necessary for which the Tenant is not liable and in no circumstances (except in the case of an emergency) should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. In the event of an emergency repair, the Landlord will reimburse the Tenant any reasonable costs incurred by the tenant in carrying out the Landlords obligations.
- 5.2.13 Not to carry out any redecoration at the Premises or any part including the Fixtures and Fittings without the previous consent in writing of the Landlord or Landlord's Agent, such consent not to be unreasonably withheld and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner termination of the Tenancy.
- 5.2.14 Not to make any alteration or additions to the Premises or Fixtures and Fittings without the prior written approval of the Landlord or Landlord's Agent, such approval not to be unreasonably withheld or delayed.
- 5.2.15 Not to remove any of the Fixtures and Fittings specified in the Inventory and Schedule of Condition and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent. Where the Landlord's belongings Fixtures and Fittings are moved or placed in storage of any kind in breach of this clause, any resulting damage to such items will be at the cost of the Tenant.
- 5.2.16 Not to bring into the Premises any additional Furniture without the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld, and to leave the Landlord's Furniture, Furnishings and Effects at the expiration or sooner termination of the Tenancy in the rooms and places in which they were at the commencement of the Tenancy.

Initials of Lead Tenant(s): _____

- 5.2.17 To take all appropriate precautions to prevent damage occurring to the Premises and any installations and Fixtures and Fittings in the Premises which may be caused by frost or cold weather including but not limited to providing adequate heating and ventilation to the Premises.
- 5.2.18 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.
- 5.2.19 To take all reasonable precautions to prevent damage to the Premises and any installations and Fixtures and Fittings which may be caused by any inclement weather conditions, including but not limited to closing windows to prevent precipitation (rain/snow etc) from entering the Premises.
- 5.2.20 Keep the property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost
- 5.2.21 Not use any gas appliance that has been declared unsafe by a GAS SAFE engineer, or disconnected from the supply.
- 5.2.22 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 5.2.23 To keep the windows of the Premises clean internally and externally.
- 5.2.24 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the same within one month or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord or Landlord's Agent may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense.

5.3 Utilities

- 5.3.1 To notify each supplier and arrange for the electricity gas, water, TV licence (as required) and telephone services (as available to the Premises) to be immediately transferred into the Tenant's name on the signing of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Premises where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement.
- 5.3.2 To pay for all Water Rates and services, all Council Tax charges, TV Licence, Communication Services and any other charges levied on the Premises for which the tenant is responsible as per Schedule 1 of the Tenant Fees Act 2019 and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services immediately before the termination of this Agreement.
- 5.3.3 Not to tamper interfere with alter add to the gas, electrical, and water installations and meters in or serving the premises.
- 5.3.4 The Tenant shall request permission in writing any of the utility meters to be changed. Should the tenant breach this clause, the tenant will be responsible for replacing or making good any changes.
- 5.3.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant then the Tenant shall repay to the Landlord all reasonably incurred costs in connection with the reconnection of such service (including any arrears).
- 5.3.6 Not to change the telephone number without the prior written consent of the Landlord or Landlord's Agent or to procure the transfer of the telephone number to any other address

5.4 Access and Inspections

- 5.4.1 To allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord with or without any necessary equipment to enter the Premises at all reasonable times of the day by giving the Tenant not less than 24 hours' notice (except in the case of an emergency) in writing to visit and examine the condition of the Premises and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law.
- 5.4.2 To allow the Premises to be viewed during the last two months of the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a tenant the Premises for re-let and to allow the erection of a 'To let' board(s) on the Premises.
- 5.4.3 To allow the Premises to be viewed throughout the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective buyer the Premises for sale and to allow the erection of a "For Sale" board(s) on the Premises.

Initials of Lead Tenant(s): _____

- 5.4.4 To allow onto the Premises any party that may reasonably require such access to carry out work to a neighbouring property or any boundary divide. 24 hours' notice in writing will be given, except in the case of an emergency.

5.5 Assignment and Subletting

- 5.5.1 The Tenant agrees not to assign sublet part with or share the Premises with any persons other than the persons named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises, such approval not to be unreasonably withheld. Tenant is also specifically forbidden from sharing or renting out the premises through services such as Air BnB,
- 5.5.2 Not to take in Lodgers or Paying Guests without the Landlord's written consent, not to be unreasonably withheld.
- 5.5.3 Not permit any visitor to stay for a period of more than three weeks within any three month period.

5.6 Usage

Not to carry out any Trade or Business or Profession at the Premises but to use the Premises as a single private residence only.

5.7 Illegal, Immoral usage

Not to use the Premises for any Illegal, Improper or Immoral use or use or consume in or about the Premises any prohibited or controlled substances or any of the drugs mentioned in the **Misuse of Drugs Act 1971**.

5.8 Locks and Keys

- 5.8.1 The Tenant agrees not to install or change any locks in the Premises without the Landlord's or Landlord's Agent prior written consent.
- 5.8.2 If any lock is installed or changed at the Premises without the Landlord's prior written consent then the Tenant will immediately provide a key to the replacement locks to the Landlord and Agent and further agrees to deliver to the Landlord or Agent all keys at the termination of the Tenancy.
- 5.8.3 The tenant is responsible for ensuring that they look after all keys and security devices for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement. This default fee is permitted as per Schedule 1 of the Tenant Fees Act 2019 for the loss of any keys, fobs or security devices which give access to the property, windows, gates, communal doors and entrances.
- 5.8.4 The Tenant agrees to activate any alarm systems at the premises and replace any required batteries on such systems and also not to change any code numbers/activation codes without the written consent of the Landlord, such consent not to be unreasonably withheld.

5.9 Noise and Nuisance

- 5.9.1 The Tenant agrees not to do anything at upon or in connection with the Premises that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Premises or any adjoining or neighbouring premises or their occupiers or owners thereof.
- 5.9.2 Not to play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent premises.

5.10 Washing

Not to hang any washing, clothes or other articles outside the Premises other than in such places as the Landlord designates or permits and not to hang or place wet or damp articles of washing upon any of the Landlord's furniture or room heaters, for the avoidance of doubt, this includes radiators.

5.11 Refuse

To remove all rubbish from the Premises and to place the same within the dustbins or receptacles provided and where any dustbins have been provided to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.



5.12 Inflammable substances and equipment

Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Premises whereby any insurance on the Premises may become void or voidable or where the rate of premium may increase.

5.13 Gardens and Driveways

Where any garden, driveways, pathways, lawns, hedges, ponds and rockeries are included in the Tenancy the Tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown, and trees and shrubs pruned and not to be cut down or removed. Furthermore, the Tenant agrees not to alter the layout of any garden, driveways, pathways, lawns, hedges, ponds and rockeries without the Landlord's prior written consent.

5.14 Animals and Pets

Not to keep any animals, reptiles or birds on the Premises without the prior written consent of the Landlord. If the Landlord gives his written consent for the Tenant to keep any animal, reptile or bird on the Premises. In the event such permission is granted that landlord reserves the right to stipulate conditions and charge rent for the animal in question.

5.15 Smoking

The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises without the Landlords or Agents prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent to the Tenant, the Tenant agrees to pay the Landlord for any cleaning and/or redecoration costs that the Landlord may incur as a result of the Tenant (or the Tenants guests) smoking in the Premises.

5.16 Sanitation, Pipes, Drains and Gutters

- 5.16.1 The Tenant agrees to keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, ducts, gutters, down pipes and gullies on or serving the Premises and to indemnify the Landlord for any damage caused by any breach of this stipulation.
- 5.16.2 The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables, or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.3 The Tenant agrees to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.4 The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

5.17 Empty Premises

- 5.17.1 Whenever the Premises is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Premises, and that any Premises alarm system is activated.
- 5.17.2 Not to leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Premises is protected against the risk of damage by frost, by either draining down all water supplies in or serving the Premises and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises is vacant.
- 5.17.3 If you do leave the premises empty for long periods of time, upon your return, you must flush through the water systems, taps, showers and so on.

5.18 Costs and expenses

- 5.18.1 As per Schedule 1 of the Tenant Fees Act 2019, a permitted payment will be made by the Tenant to the letting agent/landlord in consideration of arranging the early termination/surrender of a tenancy made at the tenant's request. This will be in the case of a fixed term tenancy, before the end of the term, or in the case of a periodic tenancy, without the tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law. In the event of the Tenant vacating the property in breach of the Tenancy before the end of the stated period in any way with or without the Landlords consent in writing, the Tenant agrees to pay the full reasonable cost of re-letting and shall remain responsible for all Tenancy obligations.

Initials of Lead Tenant(s): _____

- 5.18.2 As per Schedule 1 of the Tenant Fees Act 2019, a permitted payment will be made to the Letting Agent by the Tenant for any Variation, Assignment or Novation to the Tenancy made at the Tenant's request. This includes but is not limited to change of sharer and any other amendment which alters the obligations of the agreement
- 5.18.3 To pay the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is not made. This includes interest and overdraft charges.

5.19 Affixation of Items

- 5.19.1 Not to place or exhibit any aerial, satellite, dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's or Landlord's Agents written consent, such consent not be unreasonably withheld or delayed, and where such consent is granted to meet all reasonable costs of installation removal and thereafter make good any resultant damage as required by the Landlord.
- 5.19.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, blue/white tack, or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.

5.20 Alterations and Redecoration

- 5.20.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture, or injure any of the walls partitions or timbers of the same without the Landlord's or Landlord's Agents prior written consent such consent not to be unreasonably withheld or delayed.
- 5.20.2 Not to permit any waste, spoil or destruction to the Premises or Fixtures and Fittings.

5.21 Inventory, Check In and Checkout

- 5.21.1 The Inventory, Check In and Check Out are documents that serve as evidence relating to the condition of the property. The Tenant is required to ensure that the Inventory and Check In report (where applicable) are checked within the time-frame set by the Letting Agent/Landlord. The Tenant must abide by the terms of the check-out process set put by the Letting Agent/Landlord.

5.22 End of Tenancy

- 5.22.1 To leave the Landlord's Fixtures and Fittings at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.
- 5.22.2 To return the keys of the Premises to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the Premises against re-entry where the keys have not been returned.
- 5.22.3 The Tenant will remove all items belonging to him/her prior to the termination of this Agreement. If any of the Tenant's items belonging to him/her or belonging to members of the Tenant's family or guests have not been removed from the Premises at the time of vacant possession the Tenant agrees:
- 5.22.3.1 To pay the Landlord damages at a rate equal to the daily rent payable or the Premises until the Tenant has removed all such goods and;
- 5.22.3.3 The Tenant will remain liable for the rent and utility charges at the Premises until such time as the Premises has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the Premises.
- 5.22.3.4 To make good any reasonable storage or other similar costs to the Landlord for 14 days after which point all remaining belongings will be disposed of at the cost of the tenant.
- 5.22.4 As soon as is reasonably practicable just before or immediately after the termination of the tenancy to provide to the Landlord or Agent a forwarding or correspondence address.

Initials of Lead Tenant(s): _____

5.23 Insurance

- 5.23.1 Not to do anything whereby the Landlord's policy of insurance in respect of the Premises or on the Fixtures and Fittings may become void or voidable in full or part or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. **The Tenant's belongings within the Premises are his/her responsibility to insure and are not covered by any insurance policy maintained by the Landlord.**
- 5.23.2 In the event of loss or damage by fire, theft, or impact or other causes immediately to inform the Landlord or his Agent and then to give full written details thereof immediately in order to enable the Landlord to make a claim to the Landlord's insurance company.
- 5.23.3 As a condition of entering into this tenancy agreement the tenant shall: Ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures, and fittings" and be responsible for effecting any insurance the Tenant requires for their own possessions
- 5.23.4 In the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord or the Landlord's Agent immediately.
- 5.23.5 In the event of a claim on the Landlords insurance policy due to a breach of this agreement, and/or an act or omission on the part of the Tenant or their guest, visitor or any other permitted occupant of the tenant, the Tenant agrees to reimburse the Landlord for any increase in premiums and/or and excess amount related to such claim.

5.24 Distance Selling Regulations

The Tenant's rights to a 14 day cooling off period under the **Consumer Protection (Distance Selling) Regulations 2000** will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement. You can find a full copy of this at: <http://www.legislation.gov.uk/ukxi/2000/2334/contents/made>

5.25 Data Protection and General Data Protection Regulations

The Agent **Right Let Leeds** may collect some or all of the following personal data. This may vary according to your relationship with us:-

Full name, date of birth, address, email addresses, telephone numbers, business name, job title, profession, employment status, bank details, national insurance number, nationality, forms of identification (passport, driver's licence)

Under the General Data Protection Regulations 2018, the Agent must always have a lawful and legitimate basis for using personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests to use it. Your personal data will be used for following purposes:

1. Referencing the Tenant and carrying out Right to Rent checks
2. Communicating with the Tenant(s) on matters relating to the tenancy. This may include responding to emails, letters, texts or phone calls from you.
3. Supplying the Tenant(s) with information by email, post, telephone or text. The Tenant(s) may unsubscribe or opt-out at any time by contacting the Agent at 87 Otley Road, Leeds, LS6 3PS
4. In line with GDPR 2018 policy and protocol, we are required to advise you that your telephone numbers will be used to communicate with the Tenant in relation to the tenancy but also to deal with maintenance and repairs.

Your telephone numbers will be passed on to maintenance contractors who will liaise with you to organise appointments and access for works that are required.

Information provided under the performance of this Agreement may be shared with the Landlord and other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, tracing agents, our legal representatives, solicitors, and mortgage lenders, maintenance contractors, utility switch over companies, chartered surveyors, estate agents.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

The Tenant will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Tenant will always have the opportunity to opt-out.

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods for six years.

Initials of Lead Tenant(s): _____

5.26 Miscellaneous

- 5.26.1 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Premises which might reasonably affect the Premises, the Tenant will after receipt send such notices and/or document immediately to the Landlord or his Agent.
- 5.26.2 Where notified prior to the tenancy beginning in writing or by the provision of any document, the Tenant agrees not to break any restrictions, covenants, or agreements in any superior Head Lease affecting the Premises which may bind both the Landlord and the Tenant in their occupation or use of the Premises. A copy of any lease showing any restrictions must be provided to the tenant.
- 5.26.3 The Letting Agent / Landlord will provide the tenant with a valid Gas Safety certificate, a valid Energy Performance Certificate and the How to Rent Guide – England only (a link is acceptable), in line with the Deregulation Act 2015

5.26.4 Right to Rent – Immigration Act 2014

All tenants must prove that they have a right to rent property in England. In order to be granted a tenancy, right to rent checks will be carried out.

We will do the following:-

- check your original documents to make sure you have the right to rent a property in England
- check the documents of any other adults living in the property
- make copies of your documents and keep them until you leave the property
- return your original documents to you once they've finished the check

You will not be able to rent the property if you cannot provide evidence of your right to rent a property in England.

Repeat checks

Additional checks will not be carried out if you stay in the same property and if:

- you are British or from an EEA country
- you have no time limit on your right to stay in the UK

We will have to carry out repeat check if there is a time limit on your right to stay in the UK. We will ask to see your documents again just before your permission to stay runs out, or after 12 months, whichever is longer.

6. THE LANDLORD AGREES WITH THE TENANT as follows:

6.1 Quiet Enjoyment

That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Premises without any unlawful interruption by the Landlord or to any person rightfully claiming to be under or through the trust of the Landlord.

6.2 Interest and Consents

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagee's insurers or others) have been obtained.

6.3 Repair

To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord included in the said Fixtures and Fittings but not further or otherwise provided that this agreement shall not be construed as requiring the Landlord or Landlords Agent to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the Fixtures and Fittings in a tenant like manner and provided further that the Tenant shall indemnify the Landlord or Landlords Agents in respect of the cost of repairs to such Fixtures and Fittings installations or items resulting from misuse by the tenant and/or his household, and/or his permitted occupier and/or his permitted visitor/s to the Premises howsoever caused.

6.4 Taxation

In the event that the Landlord's normal place of abode is not within the United Kingdom then he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this Tenancy Agreement will be paid with immediate effect. In

Initials of Lead Tenant(s): _____



default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the **Finance Act 1995** or any subsequent legislation.

6.5 Safety Regulations

- 6.5.1 The Landlord confirms that the items within the Premises including Fixtures and Fittings and as detailed within the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1989, 1993, 2010, and comply with the Regulatory Reform (Fire Safety) Order 2005
- 6.5.2 The gas appliances at the premises comply with **The Gas Safety (Installation and Use) Regulations 1998** of which a copy of the safety check Record will be given to the Tenant at the commencement of the tenancy.
- 6.5.3 The Landlord complies with **The Smoke and Carbon Monoxide Alarm (England) Regulations 2015**.
- 6.5.4 The electrical appliances at the premises comply with the **Electrical Equipment (Safety) Regulations 1994 as amended in 2016**.

7. IT IS MUTALLY AGREED as follows:

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

7.2 Stamp Duty

Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £125,000 then the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. Failure to do so may result in a penalty charge being applied. If the tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £125,000 figure then it is strongly recommended that they seek specialist professional advice and to visit the Inland Revenue Stamp Office Website <https://www.gov.uk/stamp-duty-land-tax/residential-property-rates>

7.3 Repairs

The Landlord will abide by **Sections 11 to 16 of the Landlord and Tenant Act 1985** (as amended by the **Housing Act 1988**), **Housing Act 2004**, and **Homes Fitness for Habitation Act 2018**

7.4 Exclusion

The Landlord will not be responsible or liable to compensate the Tenant or any third party for any losses financial or otherwise or inconvenience howsoever suffered due to the failure of any appliances or systems on the Premises or (if applicable) in the common part or any other part of the building of which the Premises form part due to any software or any operation system malfunction.

7.5 Uninhabitable Property

If the Premises are destroyed or rendered uninhabitable by fire or any other risk then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant. **Nothing in this clause obliges the landlord to provide alternative accommodation.**

7.6 Reimbursement

Where the Landlord or Landlord's Agent is entitled to do anything at the cost or expense of the Tenant then the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the Deposit in accordance with clause 4.

7.7 Council Tax

The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord or Landlord's Agent upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable. The Tenant will be liable for Council Tax should s/he fail to give the proper notice and if the tenancy becomes Periodic.

Initials of Lead Tenant(s): _____

7.8 Forfeiture

This clause sets out the circumstances under which the Landlord can recover possession of the property during the course of the tenancy. If the Landlord wishes to recover possession he or she may only do so after obtaining a possession order from the Court.

7.8.1 Forfeiture / Breaches of this Agreement by the Tenant

If at any time during the tenancy:-

- A. The Tenant fails to pay the rent or any part of the rent more than 14 days after the payment falls due;
- B. The Tenant fails to observe or perform any agreement or obligation under this agreement;
- C. The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
- D. The Tenant leaves the premises vacant or unoccupied for more than 14 days without the Landlord's consent;
- E. If any of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing

Act 1996) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 apply.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant by issuing proceedings for possession in the appropriate Court. In the event of the Landlord taking such action his other rights or obligations provided for in this agreement shall be unaffected unless the Court rules otherwise.

7.9 Notices

- 7.9.1 The Tenant is required to give the Landlord two clear months' notice in writing prior to the end of the Fixed Term.

The Landlord can terminate the tenancy by giving the Tenant not less than two months' notice in writing as per Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996.

In the event this Tenancy becomes a contractual periodic tenancy, the Tenant is required to give the Landlord not less than one months' notice in writing to expire in line with the rent date.

- 7.9.2 Any notices authorised required or served in accordance with this Agreement or under Act of Parliament relating to the Tenancy must be served either:
- A. In accordance with the provisions as to the service of notices in **Section 196 of the Law of Property Act 1925** or;
 - B. By first class post addressed to the Tenant validated with a certificate of service at the Tenanted Premises or last known address or;
 - C. Left addressed to the tenant at the Tenanted Premises or last known address, verified by a witness statement.

This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

- 7.9.3 For the purpose of **Section 47 and 48 of the Landlord and Tenant Act 1987** the address at which any notices (including notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page two of this Agreement, until the Tenant is notified in writing to the contrary.

- 7.9.4 **Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988**

Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case):

- a) at some time before the beginning of the tenancy, the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them occupied the dwelling house as his only or principal home; or
- b) the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them requires the dwelling house as his or her spouse's only or principal home and neither the landlord (or in the case of joint landlords, any of them) nor any person who, as landlord, derived title under the landlord who have the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2

The dwelling house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and

Initials of Lead Tenant(s): _____



- b) the mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession in exercise of that power; and
- c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of the notice.
For the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

7.10 The Tenant Fees Act 2019

Both parties agree to abide by all provisions made within this Agreement in line with the Tenant Fees Act 2019.

7.11 Force Majeure

The Landlords repairing obligations referred to clause 7.3 shall not be construed as requiring the Landlord to rebuild or reinstate the Premises in the case of destruction or damage by fire or tempest, flood or other inevitable accident.

7.12 Landlord Certification

The Landlord certifies that the Tenant has been given an opportunity to sign this agreement and the documentation annexed hereto by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

SIGNED by the Landlord

Print Name (landlord)

Date (landlord)

Signed by tenant Print name Date

Signed by tenant Print name Date

Signed by tenant Print name Date

Signed by tenant Print name Date

Signed by tenant Print name Date

Signed by tenant Print name Date

Initials of Lead Tenant(s): _____



PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS*

The Deposit Protection Service – Insured scheme

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

To: (insert names of all tenants and any other (third party) paying a tenancy deposit on behalf of a 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. 0330 303 0030

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

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

See attached Terms and Conditions

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

See attached Terms and Conditions

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

See attached Terms and Conditions

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

See attached Terms and Conditions

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

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

See attached Terms and Conditions for further information

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

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)

£

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

© Name, address and details of landlord(s)

Name:	
Address (including postcode):	
Telephone:	
Email:	

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

(1) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(2) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(3) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(4) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(5) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(6) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(7) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

(8) Name:	
Address (including postcode):	
Telephone:	
Email:	
Fax:	
Contact address to be used by The Landlord at the end of the tenancy:	

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

Landlord(s):	
Signature(s):	
Dated:	
Lead Tenant(s):	
Signature(s):	
Dated:	

NOTES

- (1) **A copy of The Deposit Protection Service Insured Terms and Conditions must be attached to this document.**
It is available to download from <https://www.depositprotection.com/insured-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.

If you would like to view a version of these terms and conditions in a larger text size, you can download them at depositprotection.com/insured-terms-and-conditions

1. Definitions

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

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

Adjudication means an evidence-based decision making process which results in a Decision about how a Dispute should be resolved;

Adjudicator means a qualified expert appointed by us to independently and impartially consider a Dispute and provide a Decision;

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

Client Money Protection (CMP) Provider: the regulated body that provides client money protection to Agents who are a member of their scheme;

Customer Service Centre means 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;

The DPS means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

Decision means the evidence-based decision of an Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions;

Deposit means the money a Tenant gives to their Landlord under the Tenancy Agreement. 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 means the unique identifying reference number allocated to a Deposit following the successful registration of a Deposit to us;

Disputed Amount means the part of the Tenant's Deposit, up to the full value of the Deposit, the return of which is not agreed between the Landlord and Tenant

Dispute means when, 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;

Dispute Papers means the documents detailed in Sections 19 and 20;

End of Tenancy Date means the date notified to The DPS by the Landlord on registration of the Deposit as being the date on which the Tenancy ends;

End of Tenancy Notification Form means the form provided by the Tenant to The DPS informing them that the Tenant has requested that the Landlord repay the whole or any part of the Deposit within 10 calendar days of receipt of such request and that the Landlord has failed to do so;

Forms means all paper forms you must submit to us in order to use the Scheme including the Change of Landlord/ Agent Form, the Insured Deposit Registration Form, the Landlord's Evidence Form, and the Tenant's Evidence Form;

Insured Deposit Registration Form means the form to be completed by the Landlord in accordance with these Insured Scheme Terms and Conditions and submitted to The DPS with the relevant Protection Fee;

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

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

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

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

Lead Tenant means:

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

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

Notification of Dispute Form means the form sent to a Landlord by The DPS following receipt of an End of Tenancy Notification Form from the Tenant;

Organisation this 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;

Pay as you go means the payment method available for the protection of Deposits to Landlords and Organisations upon registration with the Insured Scheme;

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

Protection Fee means the fee required to be paid to The DPS by the Landlord to complete the registration of a Deposit received by the Landlord;

Scheme or Insured Scheme means the deposit protection scheme established under the Housing Act 2004 under which the Deposit is retained by the Landlord and a Protection Fee is paid to The DPS to cover the risk of the Landlord failing to pay any Disputed Amount to The DPS;

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

Suspension (Scheme Level) means the suspension of a member from using the Insured Scheme due to a breach of these Insured Scheme Terms and Conditions, or

due to any activity that is deemed suspicious.

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

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

Tenancy Agreement means the written agreement between the Landlord and Tenant relating to the Tenancy of the Property;

Tenant means the Tenant of a Tenancy;

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

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

Transfer means:

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

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

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

Working Day means any day 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.

2. Background - The Housing Act 2004

a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.

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

c. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 12 of these Insured Scheme Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com. Deposits are protected to ensure:

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

3. Overview of how the Scheme works

a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to register the Deposit with an insured tenancy deposit scheme, the Housing Act 2004 requires that the Landlord must register the Deposit within 30 calendar days of physically receiving it. The DPS will, however, accept Deposit registrations after this time.

b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 12. The Landlord must provide the Prescribed Information to the Tenant.

c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for part or all of the Deposit to be returned by the Landlord to the Tenant.

d. If there is a Dispute regarding the return of all or part of the Deposit the Dispute will be dealt with in accordance with these Insured Scheme Terms and Conditions (see Sections 17 to 21) unless The DPS is notified otherwise in writing.

e. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant should follow the End of Tenancy process (as detailed in Section 17).

4. Ways to Contact The DPS

a. The Online Service

- (i) Landlords may register online and Parties may complete and submit Forms online by visiting www.depositprotection.com.
- (ii) Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or, if a Dispute is being dealt with under the ADR Procedure, by emailing disputes@depositprotection.com.
- (iii) All transactions processed via the online service will be processed in real time.

b. Customer Service Centre

(i) The Customer Service Centre is available to:

1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Service;
 2. process requests for Forms; and
 3. manage new registrations of Landlords and Letting Agents.
- (ii) The telephone number for the Customer Service Centre is 0330 303 0033.

- (iii) The Customer Service Centre is open 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.
- (iv) All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
- (v) All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
- (vi) Before providing any held data, callers will be positively identified by a Customer Service Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.

c. Paper Based Service

- (i) All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:
The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
- (ii) Paper Forms can be requested via The DPS helpline on 0330 303 0033.
- (iii) Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

5. Registering for the Scheme – general information

- a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.
- b. In order to register a Deposit through the Insured Scheme, the Landlord must be a resident of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (the "Permitted Territories"). Landlord's resident outside the Permitted Territories are not permitted to protect a Deposit through the Insured Scheme.
- c. The DPS will require all Landlords (other than Letting Agents and Organisations) to provide the following mandatory pieces of information:
 - (i) full name and title of the Landlord;
 - (ii) correspondence address of the Landlord;
 - (iii) at least one contact telephone number for the Landlord; and
 - (iv) online registrants and users will have to provide a valid email address.
- d. The DPS will require all Organisations to provide the following mandatory pieces of information:
 - (i) full name and title of the primary contact at the Organisation;
 - (ii) Organisation's name;
 - (iii) correspondence address of the Organisation;
 - (iv) at least one contact telephone number for the Organisation; and
 - (v) online registrants and users will have to provide a valid email address.
- e. The DPS will require all Letting Agents to provide the following mandatory pieces of information:
 - (i) full name and title of the primary contact at the Letting Agent;
 - (ii) Letting Agent's name;
 - (iii) confirmation of the Letting Agent's CMP provider
 - (iv) correspondence address of the Letting Agent;
 - (v) at least one contact telephone number for the Letting Agent; and
 - (vi) online registrants and users will have to provide a valid email address.
- f. When email address(es) are amended, security communications will be sent by SMS, email or letter to the original details registered.
- g. It is the responsibility of the Agent, Landlord or Tenant to inform The DPS immediately if a change has been made to their details without the consent of the registered Agent, Landlord or Tenant.
- h. If monies are fraudulently released from the Insured Scheme as a result of an Agent, Landlord or Tenant not informing The DPS that there has been an amendment made to their details, to which they have not consented, The DPS will not be held liable for any loss incurred.
- i. A Deposit may not be registered with the Insured Scheme if there is a dispute between the Landlord and Tenant at the time of registration (the "Pre-Existing Dispute"). If The DPS, in its absolute discretion, determines that there was a Pre-Existing Dispute at the time that the Deposit was registered for protection with the DPS, it may:
 - (i) impose a Suspension (Scheme Level); and/or
 - (ii) cancel the protection of the Deposit registered through the Insured Scheme.
- j. The DPS will not admit any Pre-Existing Dispute to the ADR Procedure instead it must be handled by the previous tenancy deposit scheme provider.

6. Registering Online

- a. Landlords may register online at www.depositprotection.com
- b. All online registrants will have to confirm that they have read and understood these Deposit Protection Service Insured Scheme Terms and Conditions which incorporates the Privacy Policy/Data Protection Notice when registering their first Deposit with the Scheme and following any updates to these Insured Scheme Terms and Conditions.
- c. Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. It is the responsibility of the Landlord to keep this password secure at all times and not to disclose it to any third party.
- d. Online registrants will receive a password activation email. To validate their registration the Landlord must click through the link in the email and log into their account.
- e. Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.
- f. The unique combination of the email address and password provided by the Landlord will be used to validate the Landlord's identity on login, provide access to all information stored by The DPS on the Landlord or Letting Agent, allow Landlords to update data held by The DPS in relation to the Tenancy.

7. Registering by Telephone

- a. Landlords may register by telephone by calling 0330 303 0033.
- b. All Landlords who register for the Scheme via the Customer Service Centre will be provided with:
 - (i) a Landlord's ID on the telephone which will be confirmed in writing; and
 - (ii) Information with regard to where to find or how to obtain a copy of the Insured Scheme Terms and Conditions, which will be sent by post within 3 Business Days of registering for the Scheme.

8. Joint Tenancies and Third Parties

- a. Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be registered separately with The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Insured Deposit Registration Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
- b. When submitting a Deposit, the Landlord will be required to tick a box that confirms that the Lead Tenant has been agreed by all Tenants and that they have agreed that the Lead Tenant will control the ADR process, in the event of a dispute.
- c. Additional Tenants will have an opportunity, upon receipt of the Deposit submission confirmation, to contact The DPS if (b) above has not been complied with. In such circumstances, The DPS will split the Deposit equally between Tenants in order for them to manage their part of the Deposit separately. Any such request must be received by The DPS within 14 Calendar Days of the Deposit submission confirmation being issued.
- d. The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the Tenant's Evidence Form or any other relevant Form.
- e. It is the responsibility of the Landlord completing the Insured Deposit Registration Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
- f. The Landlord will be required to confirm on the Insured Deposit Registration Form that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
- g. Changes to Joint Tenancy information is the responsibility of the Landlord.

9. Insured Deposit Registration

- a. The Landlord or Letting Agent is responsible for ensuring that Deposits are registered for protection within 30 calendar days of the date of receipt by the Landlord.
 - b. Deposit information can be submitted by completing an online or paper Insured Deposit Registration Form and paying the relevant Protection Fee.
 - c. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Insured Deposit Registration Form is full and correct.
 - d. The following information is a mandatory requirement on all Insured Deposit Registration Forms:
 - (i) Landlord ID;
 - (ii) Landlord name / Letting Agent or Organisation name / trading title;
 - (iii) house number / name and first line of address of Tenancy property;
 - (iv) town / city of Tenancy property;
 - (v) start date of Tenancy;
 - (vi) End of Tenancy Date;
 - (vii) date Deposit received by the Landlord;
 - (viii) Deposit amount received by the Landlord;
 - (ix) full name and title of Tenant / Lead Tenant / Third Party;
 - (x) in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy; and
 - (xi) a mobile phone number or email address for the Tenant / Lead Tenant. (online registrations).
 - e. Incomplete, illegible or unrecognisable Insured Deposit Registration Forms will be rejected and Protection Fees returned to the sending Landlord within 4 Business Days of receipt.
 - f. In order for a Deposit to be protected, in relation to a Pay As you Go user the appropriate Protection Fee must be cleared in full.
 - g. If a Protection Fee payment is not received and retained by The DPS, the Deposit will be cancelled ending the protection of that Deposit.
 - h. If a Deposit is cancelled due to the appropriate Protection Fee not clearing, notification of the cancellation of protection will be sent to the Landlord and Tenant.
- ### 10. Online Insured Deposit Registration Forms
- a. Insured Deposit Registration Forms may be completed using The DPS online service at www.depositprotection.com.
 - b. Landlords using the online service will not be able to submit an Insured Deposit Registration Form unless all the mandatory information is provided.
 - c. Cheques or Debit Cards can be used as payment for online transactions.
 - d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where Protection Fee payments are made online, Insured Deposit Registration Forms will be processed within 1 Business Day of receipt by The DPS.
 - e. Cheques sent in support of Insured Deposit Registration Forms completed online must be accompanied by a printed copy of the completed Insured Online Cheque Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Protection Fee must be securely attached to the printed Insured Online Cheque Submission Form.
 - f. The printed Insured Online Cheque Submission Form and Protection Fee cheque should be sent to the address set out in Section 4(c).
 - g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Protection Fee as stated on the Insured Online Cheque Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit

ID generated when the online Insured Deposit Registration Form was completed and appearing on the Insured Online Cheque Submission Form.

- h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Insured Online Cheque Submission Form and return the cheque and the Insured Online Cheque Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- i. For all Insured Online Cheque Submission Forms that are successfully processed, cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Protection Fee 5 calendar days after the Insured Online Cheque Submission Form has been processed and, where applicable, of the cheque for the Protection Fee clearing). Confirmations will not be delivered to Landlords or Tenants until the Insured Online Cheque Submission Form is processed.

11. Paper Insured Deposit Registration Forms

- a. All paper Insured Deposit Registration Forms should be sent to the address set out in Section 4(c).
- b. A cheque for the full amount of the Protection Fee must be securely attached to the Insured Deposit Registration Form. Only cheques will be accepted as payment for paper Insured Deposit Registration Forms.
- c. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Insured Deposit Registration Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
- d. Insured Deposit Registration Forms will be processed within 4 Business Days of receipt by The DPS.
- e. Paper Insured Deposit Registration Forms will be rejected and the Protection Fee returned in the event that they are not properly and fully completed.
- f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Insured Deposit Registration Form and return the cheque and the Insured Deposit Registration Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- g. Cheques will be banked within 1 Business Day of receipt. The DPS will issue a confirmation of receipt of the Deposit Protection Fee 5 days after the Insured Deposit Registration Form has been processed and, where applicable, of the cheque for the Protection Fee clearing. Confirmations will not be delivered to Landlords or Tenants until the Insured Deposit Registration Form has been processed.

12. What happens after the Deposit has been protected?

- a. The DPS will provide confirmation to:
 - (i) the Landlord sent to their registered address or registered email address;
 - (ii) the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;
 - (iii) where there are Joint Tenants, to the registered email address of each Tenant or to the household at the Tenancy address.
- b. The Landlord will be responsible for providing confirmation to the Third Party.
- c. The confirmation to each Party will contain:
 - (i) Name, address and contact details of the DPS;
 - (ii) the Deposit ID;
 - (iii) the amount of the Deposit and the date of registration;
 - (iv) the name and contact details of the Landlord;
 - (v) the name(s) of the Tenant(s) and the Lead Tenant, if applicable
 - (vi) the address of the Tenancy property;
 - (vii) start date of Tenancy;
 - (viii) tenancy end date;
 - (ix) Details of these Insured Deposit Protection Scheme Terms and Conditions;

13. The Tenant's Logon

- a. Lead Tenants will be able to logon to the Service at www.depositprotection.com by inputting their Deposit ID and Surname.
- b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenant's will be able to amend or update Tenants' email addresses and telephone numbers.

14. Changes in Landlord or Tenant(s) Data

- a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlord's may change any other data held in relation to the Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.
- b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.
- c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:
 - (i) over the telephone helpline
 - (ii) via the online service
 - (iii) in writing
- d. Prior to any changes being made via the Customer Service Centre, the Landlord or Lead Tenant, as applicable, will have to be positively identified.
- e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
- f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
- g. Changes to Tenant's data shall include Transfers.

15. Deposit Repayments

- a. The Landlord is responsible for returning the Deposit to the Lead Tenant at the end of the Tenancy.
- b. The DPS urge all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.

16. Confirmation of an Insured Deposit closure

- a. The DPS will send the Landlord a reminder 1 month before the Tenancy End Date informing them that The DPS must be notified prior to the Tenancy End Date whether the Tenancy is a) at an end; b) continuing on a periodic basis; or c) renewing as a fixed term Tenancy. If the Landlord does not respond to this notification prior to the Tenancy End Date The DPS will close the Deposit and inform the Landlord and all Tenants that the Deposit is no longer protected. The DPS will send such notification via e-mail, SMS or postal communication.

17. Initiating the ADR Procedure - The End of Tenancy Dispute Form

- a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them, if the Tenant wishes to use the ADR Procedure they must complete the End of Tenancy Dispute form. **Please note, a completed End of Tenancy Dispute Form must be received by The DPS within 90 days of the End of the Tenancy for the tenant to commence the ADR Procedure.**
 - b. The ADR Procedure can only be used if the Tenant has completed an End of Tenancy Dispute Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit held by the Landlord, requesting that the Dispute be referred to Adjudication and confirming that the Tenant will be bound by the Decision of the Adjudicator. In addition, the Tenants may be required to provide The DPS with proof that they paid the Deposit, a signed copy of the Tenancy Agreement, photo identification, proof of address at the Tenancy Address and at the Tenant(s) new address. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Insured Scheme Terms and Conditions.
 - c. If the End of Tenancy Dispute Form has not been properly completed (including being signed and dated by the Tenant and/or strikes out any of the mandatory declarations (such as the Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be recommended by The DPS to pursue the Dispute via the Courts. The DPS shall continue to hold the Disputed Amount in accordance with section 22 of these Insured Scheme Terms and Conditions below, until instructed to do otherwise by a Court Order or instruction signed by both Parties.
 - d. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.
 - e. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
 - f. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
 - g. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time prior to their consenting to refer the Dispute to ADR but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can terminate the ADR Procedure and register that the Landlord has returned the Deposit in accordance with that agreement.
 - h. The Adjudicator can only make a Decision to award up to the value of the Disputed Amount.
 - i. If either of the Parties fails to comply with any of the steps detailed in these Insured Scheme Terms and Conditions the Dispute may be rejected and the Disputed Amount will be dealt with in accordance with these Insured Scheme Terms and Conditions.
 - j. The DPS may determine in its absolute discretion whether a Party has complied with these Insured Scheme Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.
 - k. The Dispute must not be the subject of an existing court action.
 - l. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:
 - (i) they relate to matters other than the return of the Disputed Amount; and/or
 - (ii) where either Party has indicated their intention to issue legal proceedings; and/or
 - (iii) the issues involved have already been determined by a Court;
 - m. The Adjudicator may also reject Disputes which, in their reasonable opinion:
 - (i) are being pursued in an unreasonable manner;
 - (ii) are frivolous;
 - (iii) are vexatious; and/or
 - (iv) seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process, or matters which, in the opinion of the adjudicator, exceed their jurisdiction.
 - n. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to disputes@depositprotection.com. All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.
- #### 18. Notifying the Landlord of a Disputed Amount
- a. Upon notification by the Tenant to The DPS in accordance with section 17 that there is a Dispute, The DPS will send the Landlord a Notification of Dispute form requesting that the Disputed Amount is received by The DPS within 10 calendar days of issuance of the request. This notification will also request confirmation that the Landlord agrees to use the ADR service in order to resolve the Dispute. The notification will also inform the Landlord that if no response is received from them within this period, the Landlord will be deemed to have given their consent for the Dispute to be resolved through the ADR service.
 - b. If the Disputed Amount is not received within 10 calendar days of issuance of the request, a reminder will be sent to the Landlord giving them a further 7 calendar days to submit the Disputed Amount. This reminder will contain confirmation that if the Disputed amount is not received, a Suspension (Scheme Level) may be applied to the Landlord's account.
 - c. If the Disputed Amount is not received after the further 7 calendar days, a Suspension (Scheme Level) will be applied to the Landlord's Account. This will result in the Landlord not being able to protect any further Deposits with the Insured Scheme until the Disputed Amount is received. All active Deposits will continue to be protected under the Insured Scheme. A suspension notice will be issued to the Landlord, advising the Landlord that The DPS has determined that their failure to pay to The DPS the Disputed amount, constitutes a reason to suspend their account. Any Suspension (Scheme Level) will take effect immediately. The review

and/or removal of any suspension applied to a Landlord's account will be made at the sole discretion of The DPS.

d. Once the Disputed Amount has been received from the Landlord:

- (i) The Disputed Amount will be retained by The DPS until
 - a Decision has been issued;
 - a court order is received, directing The DPS to release the funds to the appropriate party;
 - a written instruction is received which is signed by both parties agreeing on the distribution of the Disputed Amount.

19. Landlord's Evidence Form

a. Following confirmation from the Landlord of agreement to use the ADR service in order to resolve the Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification to the Landlord that a Landlord's Evidence Form has been issued via email.

b. The Landlord's Evidence Form should include but is not limited to the following information:

- (i) a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
- (ii) attach the signed check-in inventory and schedule of condition;
- (iii) attach vacating instructions;
- (iv) attach the signed check-out inventory and schedule of condition;
- (v) attach a signed and legally compliant written tenancy agreement
- (vi) if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
- (vii) attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
- (viii) attach a statement of the rent account, if relevant;
- (ix) where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
- (x) attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
- (xi) confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.

c. If the Landlord is unable to provide any of the information detailed in Section 19(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.

d. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.

e. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. **Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.**

f. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 days of it being issued, The DPS will pay the Disputed Amount out in accordance with the Tenant's instructions contained within the End of Tenancy Dispute Form.

20. Tenant's Evidence Form

a. Upon receipt of a duly completed Landlord's Evidence Form, The DPS will issue a Tenant's Evidence Form to the Tenant and a list of the evidence submitted by the Landlord and a summary of the Landlord's claim. The Tenant's Evidence Form must be fully and properly completed by the Tenant and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification to the Tenant that a Tenant's Evidence Form has been issued via email.

b. The Tenant's Evidence Form requires the following information to be provided:

- (i) set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Disputed Amount; and
- (ii) attach any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence must be signed or a statement should be attached signed by the party providing them and showing the date on which they were taken.

c. If there is a Lead Tenant they must complete the Tenant's Evidence Form on behalf of all Tenants.

d. If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Disputed Amount out in accordance with the Landlord's instructions contained within the Notification of Dispute Form.

21. The Adjudication

a. Upon completion of the steps detailed above, The DPS will forward copies of

- (i) the Landlord's Evidence Form;
- (ii) the Tenant's Evidence Form;
- (iii) any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.

b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.

d. The Adjudicator may:

- (i) make any necessary enquiries if issues or queries arise when reviewing the evidence;

- (ii) receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
- (iii) carry on with the Adjudication even if either Party does not act in accordance with these Insured Scheme Terms and Conditions or any instruction;
- (iv) end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.

e. The Adjudicator will send copies of any additional information or documents received from one Party to the other Party.

f. Except in the circumstances set out in section d above, the Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.

g. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.

h. The ADR Decision is binding and cannot be appealed via the ADR Procedure.

i. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.

j. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.

k. If the disputed amount has been sent to The DPS by the Landlord and 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.

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

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

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

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

22. Court Orders

a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Disputed Amount if the Court Order specifically refers to the Deposit and/ or the scheme administrator holding the Disputed Amount and includes a direction as to how much of the Deposit is to be paid to the successful party.

b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Disputed Amount until either the Order is amended or a Third Party Debt Order is obtained.

23. Costs

a. A fee of £25.89 will be charged for the processing of a payment to an overseas bank account. Full details of the Protection Fees payable can be found at www.depositprotection.com

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

25. Confidentiality

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

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

26. Service Availability

a. The online Service will usually be available for use 24 hours a day, 7 days per week and 365 days per 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 the control of The DPS.

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

27. Liability

a. The DPS will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud save that the DPS's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.

b. The DPS does not accept liability for any indirect or consequential loss suffered anybody or for any loss, which does not arise as a result of its negligence, wilful default or fraud.

c. Neither The DPS 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 General Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.

e. Any limitation or exclusion of liability under these General 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, Tenant ID, Repayment ID or log in details have been lost, disclosed to, or obtained by anyone who is not authorised to have them, and that their integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS will act accordingly. You will be liable for all such transactions.
- 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.

28. Online Security

- a. Except where The DPS has been negligent, The DPS does 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 The DPS or prior to any email message being received by The DPS 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. The DPS takes reasonable care to ensure that electronic communications generated by it 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. The DPS's 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 The DPS are free from viruses or defects. If a communication from you is found to contain a virus, The DPS shall not be obliged to receive or act upon such communication.
- e. The DPS shall not be responsible for delays or failure to perform any of its obligations due to acts beyond its 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.
- f. If you are sending an e-mail to The DPS, please ensure your e-mail does not exceed 20 megabytes. Any e-mails received larger than 20 megabytes may not be received.
- g. Any information supplied on our website, by our Virtual Agent or within our FAQs is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.
- h. You are responsible for keeping any passwords in relation to The DPS as secure as possible. All passwords should contain a mixture of Upper and Lower case letters, together with numerics. The DPS accepts no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.
- i. The DPS will not be held responsible for any expense incurred as a result of a duplicate deposit being registered (including any protection fees incurred in relation to the Insured scheme).

29. Data Protection Notice/ Privacy Policy

- a. The DPS's Data Protection Notice/ Privacy Policy can be viewed by visiting <https://www.depositprotection.com/privacy-policy> or by calling 0330 303 0030 to request a copy.

30. Intellectual Property

The DPS and the Ministry for Communities and Local Government 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.

31. General

- a. Unless otherwise detailed in these Insured Scheme Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.
- b. Unless otherwise detailed in these Insured Scheme Terms and Conditions, all time limits will be calculated, as applicable:
 - (i) excluding the day of receipt of Forms or documents by The DPS; and
 - (ii) from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
- c. Unless correspondence relates to ADR, all communications will be sent via 2nd class post.
- d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0033;
- e. The DPS may determine in its absolute discretion whether a Party has complied with these Insured Scheme Terms and Conditions.
- f. The DPS reserves the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- g. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.
- h. The DPS will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
- i. 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.

- j. If one, or part of the terms of these Insured Scheme Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
- k. If The DPS relax any of the terms of these Insured Scheme 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.
- l. If the Landlord and Tenant agree to any amount that is to be repaid to the Tenant, it is the responsibility of the Landlord to repay this amount to the Tenant.
- m. The responsibility for safekeeping the Deposit remains with the Landlord until the Deposit is repaid and the Deposit closed on The DPS system, whether the Deposit is held by the Landlord or appointed Letting Agent
- n. If a Landlord fails to repay any proportion of the Deposit agreed to the Tenant, Computershare, or their appointed 3rd party agent, may pursue the Agent or Landlord for the funds.
- o. It is the sole responsibility of the landlord of a Tenancy to complete all due diligence required on the Agent appointed by them to register their Tenant(s) Deposit(s) with The DPS.
- p. Membership of The DPS and use of either the custodial or insured schemes cannot be taken as credibility of the Agent.
- q. Once a Protection Fee has been paid, no refunds will be provided for any reason.
- r. Once paid to the DPS all disputed Deposits will be held in a designated bank account which we maintain for all parties using the Insured Scheme.

32. Acceptance Criteria

- a. The DPS may determine in its absolute discretion whether a Party is permitted to use the Insured Scheme.
- b. If requested by The DPS, any Party may be required to provide further information before being permitted to continue using the Insured Scheme. For Letting Agents, this may include but is not limited to, confirmation of identity, proof of membership of a regulated body and bank statements confirming that Deposits are held in designated client money accounts.
- c. Letting Agents applying to use the Insured Scheme will be required to pass CMP validation and to have supplied valid Direct Debit mandate details prior to being able to register Deposits through the Insured Scheme.
- d. The requirements for validation will be set by The DPS and updated from time to time.
- e. 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 before asking them to register their Tenant(s) Deposit(s) with The DPS.

33. Governing Law

These Insured Scheme Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.