Sangha Student – Sangha Apartments

Assured Shorthold Tenancy Agreement

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

ASSURED SHORTHOLD TENANCY AGREEMENT

RESIDENTIAL LETTING OF AN ASSURED SHORTHOLD TENANCY
UNDER PART 1 OF THE HOUSING ACT 1988 AS AMENDED 1996

THIS AGREEMENT IS MADE……..

BETWEEN:

The Landlord……..……..……

The Agent……..……..……

The Tenant(s):

Full Name	
Home Address	
Mobile Number	
Home Number	
Email Address	
Date Of Birth	
University/Student ID	
Payment Method	
Year of Study (if applicable)	

Guarantor:

Name:
Address:
Phone:
Email:

Important – Guarantor must be a UK Resident, a UK homeowner or guarantor Company.
Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

TENANCY PARTICULARS
Property: The dwelling known as:

……

The Premises to include all fixtures and fittings at the Property together with any furniture, carpets, curtains and other

Term: A term of……months commencing …… and ending ……..at 12 noon

Rent:

☐ **Option 1:** £…… In full at the start of the tenancy

☐ **Option 2:** £ ……payable on ……and thereafter on ……of each month up to and including…….. .

Deposit: £…….. will on receipt be lodged with Deposit Protection Service Custodial Scheme

I understand that if I fail to provide a completed guarantor mandate within 14 days if the date if thus Assured Shorthold Tenancy Agreement, Sangha Developments LTD reserve the right not to refund any monies paid and re-let the premises.

Rent payments must be received in our account by dates specified on payment schedule quoting name/ room number as reference. Bank details as follows.

Bank details from UK	***From Overseas***
Name of Bank	Name of Bank
Sort Code XX XX XX	Swift/BIC XXXXXXXX
Account. XXXXXX	IBAN XXXXXXXXXXXXXX
Sangha Developments LTD.	Sangha Developments LTD

Any monies received from UK or overseas Banks from a Tenant that result in the Landlord incurring charges from their bank will be paid by the Tenant.

EXAMPLE

Initials: Tenant…….. Guarantor…… Landlord……

Important notes for tenants

This document contains the legally binding terms of the tenancy agreement between

The Landlord : Sangha Developments Limited

And The Tenants: ……..

Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants and against each one individually The deposit is lodged with Deposit Protection Service custodial scheme and if there is joint tenants there will have to be one tenant nominated to be the lead tenant to act on all tenants behalf with the Landlord or Deposit Protection Service and their alternative dispute resolution service if required.

General Notes

This tenancy agreement is for letting furnished or unfurnished residential Accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant.

Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing.

This agreement may be used for tenancies of 3 years or less. Agreements for tenancies of a longer period should be drawn up by deed.

Section 11, Landlord and Tenant act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the property for space heating and heating water.

Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered delivery post with proof of postage and hand delivered to the tenant at the property or the last known address of the tenant or left addressed to the tenant at the property.

The agreement has been drawn up after consideration of the Office of Fair Trading`s guidance on unfair terms in Tenancy Agreements. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004 as amended by the Localism Act 2011

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

1.The Landlord agrees to let and the Tenant agrees to take the Property and the Contents for the term at the rent payable as above. The parties agree that the laws of England and Wales shall apply to this agreement

2. The Tenant pays the Deposit as security for the performance of the Tenants obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this deposit. The balance of the deposit to be authorised for refund to Deposit Protection Service as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for breach of any obligation as agreed with the Tenant or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme`s deposit information leaflet and website.) If the Tenant does not agree to all or part of the deposit being retained by the Landlord, then a dispute shall arise. The Landlord shall lodge the disputed amount of the deposit with the deposit protection scheme applicable to this tenancy. If the Landlord and Tenant so wish, the dispute shall be resolved through the scheme`s alternative dispute resolution service, otherwise the dispute shall be resolved through the courts using the small claims procedure.
The tenant` includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations.

The tenant agrees to:
3. To pay the rent by Standing Order at the times and in the manner specified without any deduction or set off whatsoever and whether demanded or not.

3.1 To sign and return the Inventory and Schedule of Condition to the Landlord within 7 days of receipt. If it is not returned within 7 days it will be assumed that the Inventory and Schedule of Condition are correct and accepted by the Tenant. The Tenant agrees that such schedule will be regarded as a true record of the condition of the property and may be used in whole or part to assess all damage dilapidations for check out purposes at the end of the tenancy.

3.2 To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if applicable), cable, television license relating to the property where they are incurred during the period of the tenancy. Not to change, tamper, interfere with, alter, add to, the installations or meters relating to the supply of such services to the property and to pay all the costs arising in transferring or reconnecting of any services which have been transferred or disconnected whatsoever by the Tenant. On departure of the Tenant from the property all accounts with the Utility services providers must be paid and all final bills settled relating to the duration of the tenancy

Initials: Tenant…….. Guarantor…….. Landlord……..

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3.3 To permit the Landlord at the termination or earlier ending of the tenancy to give the forwarding address of the Tenant to any suppliers or Utility providers to the property and to the local authority

3.4 Not to tamper interfere with, remove, alter and at all times keep all smoke alarms fully operational and to replace their batteries as often as shall be necessary so as to keep them fully operational. Should any such batteries be replaced by the Landlord`s contractor then the Tenant will be responsible for the cost of these items and the contractors installation charge.

3.5 Not to damage or injure the property or any part of it or the decorations within the property or make any alterations in or additions to it.

3.6 Not to hang any posters pictures or other items in the property using blu-tack, adhesive tape, nails adhesive or their equivalents. Not to apply any adhesive or adhesive tapes or fix tapes, pins, nails, to the walls, woodwork, surfaces, floors or decorated surface of any kind without the Landlords written permission.

3.7 Preserve the fixtures and fittings from being destroyed or damaged and not remove any of them from the property and to leave them at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
3.8 To use the property in a careful and tenant like manner and to keep the interior of the property and all the contents in the same state of repair, cleanliness and condition as they were at the commencement of this agreement (fair wear and tear and damage by insured risk excepted) and to clean the property at least once every two weeks of the tenancy and to yield up the property and all their contents in such good repair and condition and clean and tidy state at the termination of the tenancy.
The tenant will make good or pay the Landlord the reasonable cost of repair, reinstatement, or of replacing all such parts of the property or items of the fixtures and fittings as shall be broken, damaged, altered, lost or destroyed during the tenancy.

3.9 To give the Landlord consent and permit the Landlord to disclose the Tenants personal details to licensed credit reference agencies or fraud prevention agencies.

3.10 Permit the Landlord or the Landlords agents at reasonable house (9am-6pm) upon 24 hours previous notice to enter the property to view the state and condition thereof, and to carry out any works of maintenance or repair to the property which are required by law or the Landlord may consider necessary or desirable, unless in an emergency in which case the Landlord may enter immediately. An emergency means
where there is risk to life or damage to the property or fixtures and fittings contained in or about the property or any adjacent or nearby property.

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Initials: Tenant…….. Guarantor…….. Landlord……..

3.11 Not to assign, underlet, sublet, take in lodgers, paying guests or any persons other than those named as tenants on this agreement or part with possession of the property or any part thereof. No occupier (other than the tenant/s) shall be granted any tenancy or any other legal interest in this property.

3.12 Not to allow any sale or auction to take place at the property or place any exhibit sign or notice at the property or carry on in or use the property in connection with any profession, trade or business or register a company at the property or use the property for any purpose other than a private residence.

3.13 Permit the Landlord or the Landlords agent at reasonable daytime hours (9am-6pm) within the last two months of the tenancy to enter and view the property with prospective tenants or buyers of the property and their agents. At this time to also keep the property sufficiently clean and presentable and if the Tenant does not allow the Landlord or Landlords agent right of access to view the property or it is not in clean and presentable state at this time then the Tenant understands that they will forfeit the equivalent of 2 weeks rent as a result of this which will be deducted from the deposit.

3.14 Not to keep or suffer to be kept at the property any pet domestic or otherwise (including dogs or cats) live bird, reptile, or other living creatures which may cause damage to the property or annoyance to the neighbours without the Landlords written consent (at which time a pet deposit will be demanded). Such consent if granted to be revocable on reasonable grounds by the Landlord.

3.15 Not to contravene any existing or future Town Planning regulation or local bye-laws

3.16 Not to use any musical instrument, television, radio loudspeaker, or make any noise so as to cause annoyance to the tenants or occupiers of any of the adjoining dwellings or so as to be audible outside the property between the hours of 11pm and 8am respectively.

3.17 Not to park any vehicle on any part of the roads, forecourts, yards or paths (if any) used in conjunction with the dwelling nor to cause any nuisance or annoyance to the Landlord or to the tenants or occupiers of any adjoining or neighbouring property.

3.18 If a car parking space(s) is included with the property only to park in that space and to keep such parking space free of oil or spillage and to pay for the removal and cleaning of any spillage caused by any vehicle of the tenant or his visitors and to remove all vehicles connected with the tenant and his visitors a the end of the tenancy and not to park any vehicle at the property that is not fully taxed, insured and roadworthy.

3.19 To make use of any doorstep recycling facilities provided by the Local Authority or other body and not to discard recyclables with normal household waste. To make use of any organic composting facilities provided by the Landlord or the Local Authority.

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

3.20 To remove or pay for the removal of all rubbish from the property during and at the end of the tenancy and to place all refuse in the dustbin or receptacle made available and in the proper manner in the specified location.

3.21 To maintain and keep tidy any gardens, patio, courtyard and other external area belonging to or used by the property including as often as shall be necessary ,mowing and watering of any lawns and keeping all flowerbeds free of weeds, and watered and not to cut down or lop or remove any plants, trees, walls, fences, gates without the Landlords permission.

3.22 Not to do or permit to be done to the property anything which in the reasonable opinion of the Landlord may be or become a nuisance or annoyance to or in any way interfere with the quiet enjoyment of the owners or occupiers of any adjoining or neighbouring property nor use the property for any illegal or immoral purposes or anything which may violate any insurance of the property against fire or other risks or increase the ordinary premium for such insurance.

3.23 To take all reasonable precautions when leaving the property unoccupied to secure it from unauthorised entry and to protect it from damage by frost, water, fire or other hazards and to notify the Landlord before leaving the property vacant, empty or unoccupied for any continuous period of 21 or more days during the tenancy and to comply with any conditions set out in the Landlords building insurance policy when the property is empty or unoccupied.

3.24 To pay the Landlord the cost of any repairs or replacement of any fixtures or fittings belonging to the Landlord arising from misuse or negligence or accidental damage by the Tenant.

3.25 To notify the Landlord promptly of any defect in the property or their contents which the Landlord is responsible to repair or maintain under the terms of this agreement (and where applicable to notify the Landlord promptly of any defects in the Building in which the property forms part) and not to carry out any such work himself.

3.26 In the event of loss or damage by an insurable event (eg fire, theft, or impact or other causes) immediately inform the Landlord and give full written details thereof with supporting photographs if applicable within 3 days in order to enable the Landlord to make an insurance claim.

3.27 Clean the windows in the property both inside and out on a regular basis and immediately replace all glass broken during the tenancy with the same type and quality.

3.28 Not to change the Utility supplier for the gas electricity or water from that arranged by the Landlord at the start of the tenancy

3.29 To be cleaned as often as necessary to ensure they remain in correct working order and free from obstruction any gutters, gullies, sewers, drains, sanitary apparatus, water and waste

Initials: Tenant…….. Guarantor…….. Landlord……..

EXAMPLE

pipes, air vents, ducts, exclusively serving or forming part of the property and not to overload, block, alter, extend or damage any of the drain pipes, wires, cables or any apparatus or installation relating to services at the property and to pay for such blockages to be cleared.

3.30 To take all reasonable steps to prevent condensation by keeping property adequately ventilated and heated.

3.31 Not to change the locks of the property and to return all sets of keys, remote controls or security devices supplied at the start of the tenancy at the end of the tenancy and to pay the cost of providing replacements or replacement locks or security devices if they are not returned at the end of the tenancy.

3.32 Pay the cost of any locksmith call out charges and the cost of replacement keys and locks incurred by the Landlord in the event of loss of keys and Landlord call out charge of £50 during Monday-Fri 8am-6pm or £100 outside of these hours if locked out.

3.33 Not to smoke tobacco or any other substances or allow any persons who may visit the property to smoke in any part of the property.

3.34 To attend with the Landlord or his agent at the property for check in to collect the keys and receive the inventory and schedule of condition at the start of the tenancy and at the end of the tenancy to return the keys and carry out check out inspection against the inventory.

3.35 To pay any reasonable cost to the Landlord for any prearranged appointments missed or cancelled at short notice for tradesman or contractors to visit or carry out work to the property.

3.36 That where the property is left unoccupied without prior notice in writing to the Landlord for a prolonged period, and that the Tenant has failed to pay the rent for that period and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the property and re-let it if it is deemed proper to do so.

3.37 To properly secure all locks and bolts to the doors, windows and other openings when leaving the property unattended and where the property is left vacant for more than 14 consecutive days and if this is not possible then to notify the Landlord thus allowing them access to the property to secure it where necessary.

3.38 Where the Tenant requests a repair and on inspection by the Landlords contractor the problem has been caused by a problem created by the Tenant (for instance misuse of an appliance or blocked drains by the tenants waste or blocked toilet due to inappropriate items being flushed down) then the cost shall be borne by the Tenant.

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Initials: Tenant…….. Guarantor…….. Landlord……..

3.39 Not to wear any type of shoe which may cause damage to any floors or floor coverings in the property and specifically not to wear stiletto heels in the property.;
3.40 To forward any correspondence received addressed to the Landlord or any notices served by any local authority or anyone else at the property to the Landlord at the address detailed at the start of this document.

3.41 To observe all covenants, restrictions and obligations imposed upon the Landlord by any superior lease of the property (except where such items fall within the Landlords obligations under this agreement) and to keep the Landlord indemnified against any breaches thereof provided that the Tenant shall not be liable to pay any rent or other sums due under the Landlords lease.

3.42 At the end of the term to clean or pay for professional cleaning of the entire property but not limited to all carpets, furniture, fixtures and fittings, appliances, windows, curtains/blinds included in the letting prior to check out.

3.43 Hand back the property (and all sets of keys) at the check out inspection on or before 12 noon on the end date of the tenancy and in the same physical condition as it was when the tenancy began leaving nothing in the property besides the Landlords fixtures and fittings.

3.44 Permit the Landlord to perform building and decoration work in adjacent or nearby properties between the hours of 8am-6pm

3.45 Not to permit, mice, rats, bedbugs, fleas, pests, vermin, wasps nests or other infestation to be at in or infest the property and immediately take all steps and to pay for eradication of any such infestation. Apart from woodworm or woodboring insects or unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

3.46 Not to use the property for any illegal or immoral purposes.

3.47 Not to cause any obstruction or place anything in communal areas or fire escapes nor the hanging of washing in these areas and not leave or put anything in any part of the building other than in the property.

3.48 Not to keep or use any paraffin heater or portable gas heater or electric heater in the property or any other item with naked flame such as candle. Not to store or bring upon the property articles of an inflammable or dangerous nature and not to use any form of cooking or water heating equipment anywhere in the property other than in the kitchen and not to make or attempt to make any fire in any part of the property.

3.49 To pay for any service contracts for any burglar alarm already installed in the property should the tenant want to make use of that.

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Initials: Tenant…….. Guarantor…….. Landlord……..

3.50 If there is a tv point, aerial, telephone point, cable installation of any kind to the property the Landlord makes no warranty and takes no responsibility as to whether they are operation or not.

3.51 For avoidance of doubt there is no grounds whatsoever for withholding rent.

3.52 Pay all costs and expenses incurred by the Landlord (including but not limited to costs and fees of the Landlords solicitors and other professional advisors) in respect of the recovery of any rent or other sums in arrears or due under the terms of this agreement the enforcement of any provisions or remedying breaches of this agreement and the services of any notices relating to breach of the Tenants obligations under this agreement.

3.53 Pay all referencing, guarantor referencing renewal documentation administration costs and charges in respect of this or any replacement tenancy.
3.54 Be responsible to replace any light bulbs when required with those of a similar type and wattage to those supplied at the start of the tenancy and ensure all are in place and working at the end of the tenancy. The tenant understands the cost of replacing any light bulbs missing or not in working order at the end of the tenancy will be £10 each.

3.55 Indemnify the Landlord against all and any liability, loss damage or otherwise to the Tenants possessions whilst they are at the property.

3.56 Not to install or remove or cause to be installed or removed anything including anything including any telephone, TV satellite dish, cable wire, duct pipe anywhere or in the building without the prior written consent of the Landlord.

3.57 To observe that time is of the essence in fulfilling any breaches or obligations under this agreement. That in the case of a breach of the terms of the tenancy by the tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord his reasonable expenses.

3.58 To pay interest at the rate of 4 per cent above the BOE base lending rate on any rent arrears calculated from the rent due date until the date on which it is actually paid in full.

3.59 If one or more clauses in this agreement shall become unenforceable in law this shall have no effect on the validity or enforceability of the remainder of the agreement.

3.60 Always that if any of the rent or other sums due under this agreement are in arrears for 14 days after they have become due (whether formally demanded or not) or if the Tenant fails to observe any of their obligations under this agreement or if the Tenant goes into liquidation or if the Tenant becomes bankrupt, the Landlord may at any time thereafter re-enter upon the property or part thereof (subject always to any statutory restrictions on his power to do so) and thereupon the Tenancy hereby granted shall absolutely determine but without prejudice to any

Initials: Tenant…….. Guarantor…….. Landlord……..

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claim, rights or remedies of the Landlord (whether for arrears of rent or otherwise) in respect of any breach of the terms of this agreement.

3.61 To pay the reasonable costs reasonably incurred by the Landlord in replacing or repairing any furniture, fixtures or fittings lost, damaged or destroyed by the Tenant and not to remove or permit to be removed any fixtures, fittings or contents at the property.

3.62 Not to alter or change or install any locks on any doors or windows in or about the property or have additional keys made for any locks without prior written consent of the Landlord. If permission to change locks is granted this is done at the Tenants expense and the cost of providing a set of keys for the Landlord is also met by the Tenant.

3.63 To take all reasonable steps to prevent damage by frost

3.64 To visually inspect all electrical appliances and advise the Landlord of any repair required.

3.65 In order to comply with Gas Safety Regulations it is necessary that the ventilators provided for this purpose in the property should not be blocked., that brown or sooty build-up on any gas appliance should be immediately reported to the Landlord.
3.66 To keep all electrical and other working appliances (except gas appliances) up to the standard pertaining when the tenant took possession. Any failure of these appliances should immediately be advised to the Landlord who will arrange repair. If it is found the failure is the result of damage or negligence by the Tenant the cost of repair will be borne by them.

3.67 This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

The Landlord agrees:
4. That the Tenant paying the rent and performing the obligations on the part of the Tenant may quietly possess, hold and enjoy the property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord. However this does not preclude the Landlord from taking action through the courts should the Tenant be in breach of the tenancy agreement.

4.1 In the event that the property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than whether the damage has been caused by the act or omission of the Tenant, his family or visitors then the party will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.

4.2 To give one set of keys for each Tenant.

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Initials: Tenant…….. Guarantor…….. Landlord……..

4.3 To ensure a policy of insurance is in place for the Building and property and the Landlords fixtures and fittings. The Tenant will be responsible for insuring their own personal effects.

4.4 To return to the Tenant any rent paid for that part of the property for any period while all or part of the property is rendered uninhabitable by an event covered by the Landlords insurance the amount in case of dispute to be settled by arbitration. If the property cannot be made habitable within one month either party may terminate this agreement by giving immediate written notice to the other party.

4.5 To comply with the obligations to repair the property as set out in sections 11 or 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations generally to repair and keep the property in good order for example the structure and exterior of the building or property, mains services, space heating and hot water.

4.6 To confirm that all furniture and equipment supplied if property is furnished complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

4.7 To confirm that all gas appliances and supplies comply with the Gas Safety (Installation and use) Regulations 1998.

4.8 If the Landlord sells the property or transfers the lease the Landlord shall pay the amount of the deposit (or the balance) to the purchaser or transferee. The Landlord shall be released from any further claim or liability of the deposit.

4.9 To arrange for the making of a fully comprehensive inventory and schedule of condition prior to the commencement of the tenancy.

4.10 That any costs, expenses or charges incurred by the Landlord in order to fulfil the Tenants obligations under this agreement shall be reasonable.

4.11 Where written consent is required the Landlord will not withhold such consent unreasonably.

4.12 The Landlord requests that all routine communication including maintenance requests should be made by email to maintenance@sanghalets.co.uk to ensure accurate record. In emergency please use the contact telephone number supplied at check in.

4.13 As the property is subject to a mortgage the Landlord hereby gives the Tenant notice that possession of the property could be recovered on Ground 2 part 1 of schedule 2 of the Housing Act namely , if the property is subject to a mortgage granted before the tenancy and the mortgagee should become entitled to exercise a power of sale and should require possession of the property for the purpose of disposing of it with vacant possession in exercise of that power or the mortgageees
may in certain circumstances be entitled to exercise the power of sale conferred on

Initials: Tenant…….. Guarantor…….. Landlord……..

EXAMPLE

them by the mortgage and or section 101 of the Law of Property Act 1995. In that event this agreement shall be terminated forthwith and the mortgages or their lawful successors and assigns may recover possession of the property in pursuance of that power.

End Of Tenancy

5. For the purposes of sections 47 and 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at Sangha Developments Limited, Unit 9 St Mathews Business Centre, Gower Street, Leicester LE1 3LJ

5.1. The provisions for the service of notices are that if one party to the agreement deliver by hand any notices or documents which are necessary under the agreement or any other party to the agreement by 5pm and reasonable evidence is kept of the delivery, the documents or notices will be deemed delivered on the next working day.

5.2 Should the Tenant need to revoke the notice they have given, and once re-advertising of the property has commenced the Tenant understands they will be required to pay a penalty of £50.

5.3 To attend the pre arranged check out appointment with the Landlord and return the keys. The Tenant understands that if all keys are not returned they will be responsible to pay the charge for replacement locks and keys.

5.4 Any goods or personal effects belonging to the Tenant which have not been removed from the property after the keys are returned at the check out/tenancy end date shall be deemed to have been abandoned. The Landlord can dispose of such goods as they think appropriate.

5.5 The Tenants address for notices is the address of the property or the last known address of the tenant if different.

5.6 In the even that the Tenant shall be in breach of any of its obligations the Landlord may serve notice on the Tenant detailing works required to be put right the breach and specifying a reasonable time within which the works specified are to be carried out. In the event that the works are not completed within the specified time frame the Landlord may enter the property to carry out the outstanding specified works and recover the cost from the Tenant as a debt.

5.7 That any payment received from the Tenant may be allocated by the Landlord towards payment of any debt due under this agreement as the Landlord shall in his absolute discretion direct.

5.8 Data Protection Act 1998. It is agreed that personal information of both the Landlord and the Tenant as parties to this agreement will be retained by the Landlord and may be used in fulfilling his obligations under this agreement or as required by law; and that present and future addresses and other contact details of the parties may be provided to utility suppliers and the Local Authority, any credit agencies, reference, agencies, legal advisers and any other

Initials: Tenant…….. Guarantor…….. Landlord……..

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interested third party and for debt collection and personal information of both parties may be given to each other for the performance of their respective obligations of this agreement.
5.9 The tenant is advised that any notices to be served on the Landlord should be made to Sangha Developments Limited, Unit 9 St Mathews Business Centre, Gower Street, Leicester LE1 3LJ

6. Should the Tenants need to exit the tenancy agreement for any reasonable change of circumstance then the property can be re advertised for let by the Landlord or his agent and when and if a replacement tenant is found then the Tenants of this agreement can be released from their obligations. It is understood that any costs incurred through agents or other means to find new replacement tenants will be borne by the Tenants of this agreement.

EXAMPLE

Initials: Tenant…….. Guarantor…… Landlord……

GUARANTOR MANDATE

The Landlord or their representative agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.

This Guarantor Mandate refers to the current tenancy being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord or their representative

The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.

The Guarantor shall pay and make good to the Landlord or their representative on demand all reasonable losses and expenses of the Landlord or their representative incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord or their representative in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord or their representative shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.

If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.

Initials: Tenant…….. Guarantor…….. Landlord……..

GUARANTOR MANDATE CONTINUED

In signing this Guarantor Mandate you confirm that you have read the tenancy agreement and agree to the obligations set out in clause 10 in respect of the tenancy for the below property.

Property Address……

Tenants Name (in capital letters) ……

Guarantor Full Name (in capital letters)…… ……

Guarantor Address (in capital letters)…… ……

……

Please provide previous address if resident for less than 3 years in capital letters)

……

……

……

Relationship to Tenant Contact ……

Telephone No ……

Contact Email Address ……

Signed by Guarantor ……

Guarantor to Print Name……

Signed by Tenant ……

Tenant to Print Name ……

In the presence of a (witness to sign) ……

Witness to print Name and Address……

……

Signed by Landlord or their representative……

In the presence of a (witness to sign) ……..

EXAM

Initials: Tenant…….. Guarantor…… Landlord……

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The Landlord or Letting Agent protecting this tenancy deposit must give Prescribed information to all tenants at the property in accordance with The Housing (Tenancy Deposits)(Prescribed information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the Landlord or Letting Agent has taken, the scheme contact details and procedures that apply regarding the protection and return of the deposit.

The Landlord or Letting Agent must provide a copy of DPS terms and conditions to the tenant with this form. This can be downloaded from www.depositprotection.com

The DPS has provided this document by way of information only. The DPS accepts no liability for its contents. It is the Landlord responsibility to ensure it is accurate and given to the tenant (or tenants) within 30 days of receipt of the deposit. They should also give the tenant the opportunity to review and sign this document.

Tenant/s Name……

Tenancy Details……

Tenancy Address……

Landlord or Letting Agent details

Name Sangha Developments Limited
Address Unit 9, St Mathews Business Centre, Gower Street, Leicester LE1 3LJ
Telephone 07495353010
Email live@sanghastudentaccommodation.com

Contact Details

Your deposit is protected with Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here is how you can contact them if you need to.

By post The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA
Call 0330 303 0030
Email contactus@depositprotection.com
Website www.depositprotection.com

How the Scheme Works

Information supplied by the Scheme Administrator to the Landlord explaining the provisions contained in the statutory scheme
Please see section 3 of the DPS Custodial Terms and Conditions

Initials: Tenant…….. Guarantor…… Landlord……

EXAMPLE

Deposit Disputes
Procedures that apply under the scheme where the Landlord and Tenant dispute how the deposit should be repaid and the facilities available to resolve a dispute without recourse to litigation.

The DPS Dispute Resolution Service is a free straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts which can be costly and take a long time.

When using this service your dispute will be reviewed by a legally trained adjudicator
They will review the evidence you and your tenant provide and issue a detailed decision within 28 days. Please see section 20-23 of the DPS Custodial Terms and Conditions.

Tenant Details……..
Tenant 1 Name……..
Tenant 2 Name……..
Address……..
……
Tenant 1 Telephone……..
Tenant 2 Telephone……..
Tenant 1 Email……..
Tenant 2 Email……..
Tenant 1 Contact Address to be used by Landlord at the end of the tenancy
……...
……...
……...
Tenant 2 Contact Address to be used by Landlord at the end of the tenancy
……...
……...
It is the responsibility of each tenant to advise the DPS of any change to their contact details including providing forwarding contact details and address at the end of the tenancy.

Details of third parties paying the deposit ……
If the deposit is being paid by a third party record their details here.
Tenant 1 Name of third party paying the deposit……..

Tenant 1 Address of third party paying the deposit……..

Tenant 1 Telephone of third party paying the deposit……..

Tenant 1 Email of third party paying the deposit……..

Tenant 2 Name of third party paying the deposit……

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……

Tenant 2 Address of third party paying the deposit……

Tenant 2 Telephone of third party paying the deposit……

Tenant 2 Email of third party paying the deposit……..

Circumstances when all or part of the deposit may be retained by the Landlord or Letting Agent
For details of the circumstances when the Landlord or Letting Agent may retain part, or all of the deposit please refer to the following clauses of the tenancy agreement:

2.5.2, 4.2, 4.3, 4.5.2, 4.5.7, 4.7, 4.9, 4.11.4, 4.14, 6.2, 7.2, 7.3, 7.4, 8.6, 9.5

We (being the Landlord or Letting Agent) certify that
1. The information provided is accurate to the best of our knowledge and belief
2 We have given the tenant/s the opportunity to sign this document by way of confirmation that the information is correct to the best of the tenant/s knowledge and belief

Signature of the Landlord……

Date……

Signature of the Tenant/s……
Tenant 1

……...
Tenant 2

……...

Date……..

EXAMPLE

Initials: Tenant…….. Guarantor…… Landlord……

In order to use our Custodial scheme, you will need to read and accept these terms and conditions (the "**Terms and Conditions**").
Please see below some definitions and explanations of the terms we use frequently throughout this document.

1. Definitions and Explanations of commonly used terms

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

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

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

Calendar Day
A Calendar Day is any day of the week.

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

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

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

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

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

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

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

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

Initial Requirements
The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004. They are:
- to protect the Deposit in a government-authorised scheme like ours; and
- to give the Tenant a copy of the Prescribed Information.

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

Joint Tenants
The Tenants in a Joint Tenancy.

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

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

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

Nominated Tenant
If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

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

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

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

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

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

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

SMS
Means short message service otherwise known as text messaging service.

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

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

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

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

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

Tenant
This is the Tenant of a Tenancy.

The Ministry of Housing, Communities and Local Government ('MHCLG')
This is the government Ministry that has authorised us to provide this service.

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

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

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

2. Information about the Scheme for you

a. These are our Terms and Conditions which govern how we provide the Scheme. From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.
b. The ways you can contact us are set out in section 4 "Ways to Contact us".
c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".
d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.
e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.
f. Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

3. How our Custodial Scheme works

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

a. After taking a Deposit from a Tenant, the Landlord must protect the Deposit within 30 Calendar Days of receiving it in order to avoid the consequences set out in the Housing Act 2004. We will accept Deposits submitted after 30 Calendar Days.
b. Once we have protected a Deposit, we will send confirmation to the Landlord, the Tenant and any Relevant Person (see section 12 for details about what we send). The Landlord must also give the Prescribed Information to the Tenant. Landlords can print a Prescribed Information form which is pre-populated with the information they have entered into the Landlord's online account at www.depositprotection.com. The Landlord will need to provide additional information to complete the Prescribed Information.
c. At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:
   i. the amount of the Deposit that should be repaid to the Landlord with reasons; and
   ii. the amount of the Deposit that should be repaid to the Tenant with reasons.
d. If the Landlord and the Tenant agree, we will pay out the amount the Landlord and Tenant agree should be repaid to each of them as detailed on the repayment Form or online submission.
e. If there is a Dispute regarding the repayment of part or all of the Deposit, it will be referred to our Dispute Resolution Service, unless we are instructed otherwise in writing.
f. If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be suspended until we are notified that both Parties do wish to use the Dispute Resolution Service, or we are informed that the Parties have reached agreement as to distribution of the Deposit, or we are presented with a court order relating to repayment of the Deposit in accordance with section 24.
g. The Landlord or Tenant may follow the Statutory Declaration Process if they have no current address for the other Party or if the other Party fails to respond to a written notice from the claiming Party claiming some or all of the Deposit within 14 Calendar Days of the date of the notice.

4. Ways to contact us

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

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

ii. Parties can also communicate with us by completing an online enquiry form available through the Frequently Asked Questions section of our website at www.depositprotection.com.
iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.
iv. Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.

b. Customer Service Centre

The Customer Service Centre is available to:
i. help Landlords, Letting Agents and Tenants to use the Scheme;
ii. process requests for Forms;
iii. manage new registrations of Landlords and Letting Agents; and
iv. process requests for repayment and responses.

We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.

c. Paper Based Service

i. If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.
ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.

5. How to create an account

I. Landlords

a. When a Landlord creates an account with us, all information provided must be up-to-date and correct.
b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:
i. the Landlord's first name, surname and title;
ii. the Landlord's contact address including the town, country and postcode;
iii. at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and
iv. a valid email address for the Landlord (if creating an account online).
c. Letting Agents and Organisations must provide the following mandatory pieces of information:
i. the full name and title of the Letting Agent or Organisation's primary contact;
ii. the full name or company name of the Letting Agent or Organisation;
iii. the contact address of the Letting Agent or Organisation;
iv. at least one contact telephone number for the Letting Agent or Organisation; and
v. a valid email address for the Letting Agent.
d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.
e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.
f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.
g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.
h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.
j. Landlords must enter their registered email address and password for the following:
i. to log into their online account;
ii. to access all the information we store that relates to them;
iii. to update any such data;
iv. to pay a new Deposit to us;
v. to perform any actions during a Tenancy;
vi. to manage their Deposits; and
vii. to instigate the Deposit repayment process.
k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:
i. their unique Landlord ID. This will also be provided over the telephone; and
ii. The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.
l. Landlords can select other people to have administrative rights to their account, to give instructions on the Landlord's behalf. To do this, the Landlord must create an administrator account for the selected person. The Landlord can choose one of two levels of access for the person they are adding:
i. **Senior Tenancy Administrators:** who can complete all actions on the account except creating new accounts; or
ii. **Tenancy Administrators:** who can complete all actions except repaying or transferring any Deposits and creating new accounts.

The Landlord retains the role of Account Administrator and has full access to edit any allowed aspect of their account or tenancies.

II. Tenants

a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.
b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.
c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.
e. Tenants must enter their registered email address and password for the following:
i. to log in to their online account;
ii. to access all the information we store that relates to them;
iii. to update any such data; and
iv. to instigate the Deposit repayment process.

6. Adding a Property

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

7. Creating a Tenancy

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

8. Joint Tenancies and Third Parties (Nominated Tenant)

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

9. Initial Requirements

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

10. Deposit Submission

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

11. Payment options

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

I. Bank Transfers

a. Bank transfer payments can only be used for online custodial Deposit submissions and must be made using our 6 digit sort code and the Landlord's unique 8 digit account number which will be displayed when a Landlord opts to pay by Bank transfer in their online account. Landlords must add a reference number to the payment.
b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.
c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected.
d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0033 or by completing an online enquiry form, available on www.depositprotection.com.

SAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

II. Debit card payments

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

III. Cheque payments

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

12. What happens after the Deposit has been protected?

a. We will send an email confirming protection of the Deposit to:
i. the Landlord's registered address or the Landlord's registered email address;
ii. all Tenants' registered email addresses. We will also send a link to Tenants to activate their online account if they have not done so already. If we do not know the Tenants' email addresses, we will send confirmation by post to the Property. If we do not know the Tenants' email addresses and the Deposit has been paid more than 14 Calendar Days before the start date of the Tenancy, we will send confirmation to the Property in time for the Tenancy start date; and
iii. the email address of any Relevant Person registered on the Deposit. We will also send the Relevant Person a certificate confirming protection of the Deposit.
b. Tenants will be able to use their email address and password to log in to the online service and view the Deposit, a certificate confirming protection of the Deposit, Tenancy details and other information we hold regarding the Tenancy.
c. If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.

13. Making changes to your account

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

I. Changing the Landlord of a Tenancy

a. If the Landlord changes, the outgoing Landlord must effect a change of Landlord via their online account. We will not register a change of Landlord unless:
i. the incoming Landlord has an account with us with a valid Landlord ID; and
ii. the outgoing Landlord has the incoming Landlord's Landlord ID.
b. If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord should contact us with reasonable supporting evidence to confirm this.
c. If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not call us at the Customer Service Centre on 0330 303 0033 within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
d. If the outgoing Landlord does call us within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.
e. In the event of a change of Landlord, we will send confirmation and details of the change including the new Deposit ID to:
iii. the outgoing Landlord, Letting Agent or Organisation as applicable;
iv. the incoming Landlord, Letting Agent or Organisation as applicable; and
v. all Tenants at the Property.

II. Changing Tenants in a Tenancy

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

III. Scheme Transfers

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

14. Deposit repayment - General

a. We will not release any part of the Deposit unless:
i. all Parties have agreed to us doing so; or
ii. there is an undisputed Statutory Declaration claim; or
iii. there is a Decision from an Adjudicator; or
iv. we are passed a court order which refers specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or
v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.
b. We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us, either online or by calling the Customer Service Centre.
c. Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.
d. If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.
e. Repayments can be either:
i. wholly agreed (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
ii. partially agreed (the Parties agree on the repayment of part only of the Deposit and a Dispute exists in relation to the balance); or
iii. disputed (there is a Dispute as to how the entire Deposit should be repaid).
f. Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.
g. Repayment of all or part of the Deposit will be made either by:
i. direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;
ii. Sterling cheque; or
iii. a combination of the two methods in accordance with the Parties' direction.
h. Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.
i. Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.
j. We will provide confirmation of the amount of the repayment paid to each Party to:
i. the Landlord; and
ii. all the Tenants.
k. Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.

15. Deposit Repayment - Requests

Either Party can start the repayment process by completing one of the following steps:
i. submitting a Deposit repayment request through an online account;
ii. submitting a Deposit repayment request by telephone with the Customer Service Centre; or
iii. submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre).

16. Landlord Repayment Requests

I. Whole Deposit returned to Tenants

a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
i. log into your online account; and
ii. confirm that you wish to make a full repayment of the Deposit to the Tenant.
b. We will notify all Tenants of the Landlord's full repayment request.
c. If you are a Tenant responding to a Landlord's full repayment request you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
iv. confirm your instructions for repayment.
d. We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.
e. We will confirm repayment to all Parties in writing.

II. Landlord making Deductions from Deposit

a. If you are a Landlord, and you wish to make deductions from the Deposit you must:

SAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

i. log into your account;
ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.

b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
iii. agree or disagree with each claim for deductions made by the Landlord;
iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
viii. agree to be bound by any Decision.

d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

a. A Tenant can submit a Deposit return request. If you are a Tenant you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
iii. confirm the amount you believe is due to each Tenant and any Relevant Person;
iv. confirm any deductions to be paid to the Landlord;
v. provide any reasons for each deduction to be paid to the Landlord;
vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
vii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.
c. If you are the Landlord responding to a Tenant's Deposit return request you must:
i. log into your online account; and
ii. agree or disagree with the repayment claim made by the Nominated Tenant;
iii. confirm the amount you believe is due to the Landlord with reasons;
iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

d. If the Landlord:
i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

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

a. The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.
b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.
c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.
d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:
i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
ii. they will be bound by the Decision of the Adjudicator.

e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.
f. Parties can also respond to claims by calling our Customer Service Centre.

19. The Statutory Declaration Process

I. When can it be used?

a. The Statutory Declaration Process is a method of repayment. It is used when:
i. the Landlord has no current address for the Tenant; or
ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or
iii. the Tenant has no current address for the Landlord; or
iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.

b. The following criteria must be met before the Statutory Declaration Process can be used:
i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
iv. the claiming Party believes they should be repaid some or all of the Deposit; and
v. any amount claimed by the Landlord must be referable to:

a. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
b. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property.

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

II. The Statutory Declaration Process

a. The Party who wishes to use the Statutory Declaration Process must provide us with a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.
b. Parties can get a Statutory Declaration through the their online account or by calling 0330 303 0033. If the Party requests a Statutory Declaration online it will be partially populated with the Tenancy details which we hold. This document can be modified by the Party and printed in order to be completed.
c. The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a commissioner for oaths, or a magistrate.
d. The Statutory Declaration must contain the following information:
i. the date on which the Tenancy ended;
ii. confirmation that the Parties have failed to reach agreement about repayment of the Deposit, with details of any communications between them since the end of the Tenancy;
iii. justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);
iv. confirmation of whether the Statutory Declaration is being made on the basis that:
1. the Party making the claim has no current address for, or other means of contacting the other Party. In this case the claiming Party must give details of any address (other than the Property) and other contact details (including telephone numbers or email addresses) which they have for the other Party; or
2. the other Party has failed to respond to the claiming Party's written notice in relation to the distribution of the Deposit within 14 Calendar Days. In this case a copy of the written notice sent to the other Party must be attached.

v. any information the claiming Party has as to the whereabouts of the other person;
vi. confirmation that the claiming Party gives their consent for the Dispute to be resolved through our Dispute Resolution Service (in the event of the other Party disputing that the claiming Party should be paid all or part of the Deposit);
vii. confirmation that the claiming Party considers that they are entitled to be paid all or part of the Deposit as claimed; and
viii. the claiming Party makes a Statutory Declaration in the knowledge that if they knowingly and wilfully make a false declaration, they may be liable to prosecution under Section 6 of the Perjury Act 1911.

III. Statutory Declaration Process – Statutory Declaration Notice and Resolution

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

b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.
c. If the receiving Party completes and returns the Statutory Declaration Notice so that we receive it within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.
d. If the other Party completes and returns the Statutory Declaration Notice so that we receive it before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming Party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and we will provide a summary of the other Party's Statutory Declaration Notice.
e. Once we have issued the summary of the Statutory Declaration Notice to the claiming Party, they will have 7 Calendar Days from the date of issue to agree or disagree with its contents. The claiming Party should submit any extra evidence which they wish to be taken into account by this deadline. The other Party will also be given 7 Calendar Days' notice that the Dispute will be referred to our Dispute Resolution Service, and can submit any final evidence of their own within this time. If no response is received from the claiming Party or the other Party within 7 Calendar Days from the date of the summary of the other Party's Statutory Declaration Notice, the Dispute will be referred to our Dispute Resolution Service in any event.

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consents to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.
g. We will then forward copies of the:
i. Statutory Declaration;
ii. Statutory Declaration Notice; and
iii. any additional evidence submitted by either Party;
to the Adjudicator (see Adjudication at section 23 below).
h. We will release any undisputed amount to the Party or Parties concerned.
i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.

20. The Dispute Resolution Service

General rules for using our Dispute Resolution Service

a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.
f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.
i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
l. A Dispute must not be the subject of an existing court action.
m. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
i. they relate to matters other than the return of the Deposit; and/or
ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
iii. the issues raised have already been decided upon by a court;
n. The Adjudicator may also reject Disputes which, in their reasonable opinion:
i. are being pursued in an unreasonable manner;
ii. are frivolous;
iii. are vexatious; and/or
iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
o. Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We will not accept evidence received after this time.
p. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
q. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or when the Deposit is £5,000 or more in amount.

21. Repayment Request – Collection of evidence

a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.
c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.
d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.

22. Dispute Evidence – the details

a. The Landlord's evidence should include, but is not limited to the following:
i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
ii. the signed check-in inventory and schedule of condition;
iii. vacating instructions;
iv. the signed check-out inventory and schedule of condition;
v. a signed and legally-compliant written Tenancy Agreement;
vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
vii. a statement of the rent account, if relevant;
viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
b. The Tenant's evidence should include, but is not limited to the following:
i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
ii. any other relevant information including photographs, DVDs, correspondence or receipts.
c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
f. Following receipt of each Party's evidence, we may request extra information or clarification.
g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.

23. The Adjudication

a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
iii. any extra evidence from the Landlord or the Tenant.
b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.
c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.
d. The Adjudicator may:
i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.
e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.
h. We will make any payment to either Party within 10 Calendar Days of the Decision.
i. We will make payments according to the method specified by the relevant Parties
j. The Adjudicator may take the initiative in ascertaining the facts and the law.
k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

24. Court Orders

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

25. Costs

All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:
i. for processing a payment to an overseas bank account we charge £25.89; and
ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

26. Confidentiality

a. Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.
b. By agreeing to use our Dispute Resolution Service, you give us permission to gather

EXAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..

and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.

27. Keeping your data safe

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

a. if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
b. if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.
c. in order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.

28. Liability

a. We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.
b. We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.
c. Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
d. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate us for any such loss or damage.
e. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
f. You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID or log in details have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.
g. Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
h. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
i. We do not accept liability for the actions of any third parties including Letting Agents.

29. Complaints

a. We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.
b. If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint.
To send us a letter, you can write to us here at the address in section 36.
To send us an email, please use: complaints@depositprotection.com

30. Service Availability

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

31. Online Security

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

32. Privacy Policy

The DPS's Data Privacy Policy can be viewed by visiting https://www.depositprotection.com/privacy-policy/or by calling 0330 303 0033 to request a copy.

33. Intellectual Property

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

34. General

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

35. Governing Law

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

36. Contact details

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

SAMPLE

Initials: Tenant…….. Guarantor…….. Landlord……..