



STANDARD ASSURED SHORTHOLD TENANCY AGREEMENT

between The Landlord;

In Process

Nuzhat Zar
of
16 Garden Court
Stanmore
Middlesex
HA7 4TE

and the Tenant;

James Joseph Spooner
of
4 Worsdell Drive
Gateshead
NE8 2AF

for the Property;

904 The Bar
St James Gate
Newcastle Upon Tyne
Tyne & Wear
NE1 4BB

This agreement covers the period from 26th May 2017 until 25th
November 2017

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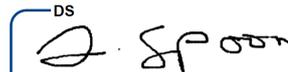


4. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act. The Tenant shall occupy the Premises as their only or principal home.
5. Where the tenancy shall include the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises this includes all matters specified in an Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition")

6. Deposit

- 6.1 The Tenant shall pay to the Landlord's Martin & Co local office upon the signing of this Agreement **£550** by way of a security deposit ("the Deposit").
- 6.2 The Landlord acknowledges that the Deposit has been paid by the Tenant to the Landlord's Martin & Co local office. The Martin & Co local office and/or the Landlord is a member of The Deposit Protection Service ("The DPS") and the Martin & Co local office and/or Landlord will deal with the Deposit in accordance with the terms and conditions of The DPS currently in force and as regulated by the Housing Act 2004. Interest shall be payable on the Deposit in accordance with the provisions of The DPS. Subject to this the Landlord shall have a right to claim against the Deposit for:
 - 6.2.1 Any damage, or compensation for damage, to the Premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord, to include any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent and in conjunction with clause 7.10.1.
 - 6.2.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings.
 - 6.2.3 Any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the tenancy.
 - 6.2.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 6.2.5 Any additional reasonable charges made by the Landlord relating to such matters as stated in the Martin & Co Terms of Business for Tenants being:

- Tenancy Renewal Fee

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- Early release from the tenancy (subject to the Landlord's consent) (reasonable fees incurred by the Landlord)
 - Bounced cheques paid by the Tenant (each cheque)
 - Remedial Works required (fee per job)
 - Missed appointment fee for each appointment (charges made by contractors or agent for missed appointments)
 - Replacement of lost keys (cost of each key plus a reasonable administration fee)
 - Refund of rent (paid by standing order and received in error - administration fee per every standing order)
- 6.2.6 Any sum repayable by the Landlord or his Martin & Co local office to a local authority where Housing Benefit has been paid directly to the Landlord or his Martin & Co local office by the local authority on behalf of the Tenants and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
- 6.2.7 Details of The DPS to which the Landlord subscribes are given in the documentation annexed to this Agreement, receipt of which the Tenant acknowledges. Please refer to Annex 1 & 3 at the end of this agreement.
- 6.2.8 At the determination of the tenancy, the Landlord will notify the Tenant of any proposed deductions to be made from the Deposit.
- 6.2.9 The Tenant shall use best endeavors to notify the Landlord of any dispute regarding the proposed deductions within 20 working days of the end of the tenancy.
- 6.2.10 The Landlord or his Martin & Co local office will within 28 calendar days of the end of the tenancy refer any dispute to the Alternative Dispute Resolution ("ADR") Service of The DPS who will then determine matters in accordance with the provisions of the adjudication procedure of The DPS. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the tenancy.
- 6.3 If there is a change of Landlord during the tenancy, the Landlord shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by The DPS.
- 6.4 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".

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- 6.5 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to the Lead Tenant in accordance with The DPS and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 6.6 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the tenancy created by this Agreement shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as he thinks appropriate.
- 6.7 In the case of circumstances as set out in Clause 6.6 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit. Rent will be charged on a pro rata daily basis if the said items prevent further occupation of the Premises, up to a maximum of 14 days, and not to include the period of time required for cleaning and other dilapidations / works.
- 6.8 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.
- 7 THE TENANT AGREES WITH THE LANDLORD as follows:-**
- 7.1 Rent**
- 7.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not.
- 7.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above HSBC Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.
- 7.1.3 The Tenant will notify the Landlord if they become a recipient of Housing Benefit, or its successor in kind. To be liable at any time to reimburse the Landlord or his Martin & Co local office any sums which the Landlord or his Martin & Co local office is required to repay to the Housing Benefit Authority which has been paid direct to the Landlord or his Martin & Co local office on behalf of the Tenants and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
- 7.2 Conditions of Premises, Repair and Cleaning**
- 7.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting

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only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

- 7.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 7.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 7.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 7.2.5 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 7.2.6 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 7.2.7 To notify the Landlord promptly and in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 7.2.8 Upon the Landlord giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 7.2.9 To keep the windows of the Premises clean.
- 7.2.10 To wash and clean all items that may have become soiled during the Term.
- 7.2.11 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.

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- 7.2.12 To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mold growth or damage to the Premises, its Fixtures and Fittings.
- 7.2.13 If the Tenant brings into the Premises any gas appliance(s) he must ensure that they are safe to use and are properly connected to the appropriate pipe work in the Premises by a suitably qualified engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either occupants or the Premises.
- 7.2.14 During the tenancy, to take such reasonable precautions to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestations occurs as a result of action or inaction on behalf of the Tenants, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and or removing the causes of such an infestation.
- 7.2.15 Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.

7.3 Access and Inspection

- 7.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 7.3.2 To permit the Premises to be viewed during the last 2 months of the tenancy at all reasonable times during normal working hours upon a verbal appointment being made at not less than 24 hours notice made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises and who is authorised by the Landlord or his Martin & Co local office to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
- 7.3.3 In order to comply with the requirements of the Party Walls etc Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property subject to the tenant's knowledge and consent, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring property under the party Walls etc Act 1996.

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7.4 Insurance

- 7.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, *[a summary of the relevant insurance requirements being provided as a special clause in this Agreement]*, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 7.4.2 The Tenant will promptly notify the Landlord of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 7.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.
- 7.4.4 The Landlord recommends that the Tenant holds insurance to protect up to £2,500 against accidental damage caused by the Tenant to the contents, furniture, fixtures and fittings at the property.
- 7.4.5 To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

7.5 Assignment

- 7.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord or his Martin & Co local office to occupy or reside in the Premises without the prior written consent of the landlord or his Martin & Co local office, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the prior written consent of the Landlord or his Martin & Co local office, such consent not to be unreasonably withheld.

7.6 Illegal, Immoral Use

- 7.6.1 Not to use the Premises for any illegal, immoral or improper use.

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7.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

7.7 Inflammable Substances and Equipment

7.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.8 Nuisance and Noise

7.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

7.9 Utilities

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7.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

7.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television license fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.

7.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

7.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operated by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.

7.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, or be liable to pay, to the Landlord the costs associated with reconnecting or resuming those services.

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7.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

7.10 Animals and Pets

7.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord or his Martin & Co local office, such consent not to be unreasonably withheld, delayed, or withdrawn. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause.

7.11 Usage

7.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

7.12 Locks

7.12.1 Not to install or change any locks in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

7.12.3 If any lock is installed or changed in the Premises without the prior written consent of the Landlord, then to remove that lock if required by the Landlord and to make good any resulting damage.

7.13 Fixtures and Fittings

7.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the prior written consent of the Landlord, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

7.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute

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Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.14 Alterations and Redecoration

- 7.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld. Where consent is granted, the tenant will meet all costs of installation and subsequent removal and the reasonable cost of making good of any resultant damage or deterioration or redecoration as required.
- 7.14.2 Not to permit any waste, spoil or destruction to the Premises.

7.15 Empty Premises

- 7.15.1 Before leaving the Premises vacant for any continuous period of 14 days or more during the Term, to provide the Landlord with reasonable notice and to take reasonable precautions to prevent freezing.
- 7.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.16 Drains

- 7.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 7.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 7.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

7.17 Affixation of Items

- 7.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without the prior written consent of the Landlord,

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such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

- 7.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.18 **Washing**

- 7.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

7.19 **Costs and Charges**

- 7.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 7.19.2 To pay, unless a court orders otherwise, the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 7.19.3 To pay the cost of any Bank or other reasonable charges incurred by the Landlord or his Martin & Co local office if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers or if any standing order payment is made after the tenancy has expired and the payment is refunded to the Tenant.

7.20 **Refuse**

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

7.21 **Smoking**

- 7.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

7.22 **Garden**

- 7.22.1 To keep the garden, to include shrubs and hedges, in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

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- 7.22.2 Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior written consent, such consent not to be unreasonably withheld.

7.23 Inventory and Check-Out

- 7.23.1 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or his Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or his Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or his Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.
- 7.23.2 The Tenant should check the Inventory within 7 days of receipt and notify the Landlord in writing of any mis-descriptions. If no mis-descriptions are reported within this timescale, then the Tenant accepts the Inventory as accurate. The Landlord should subsequently check the Inventory, as accepted by the Tenant, within 7 days of receipt and notify the tenant in writing of any mis-descriptions. If no mis-descriptions are reported within this timescale, then the Landlord accepts the Inventory as accurate.

7.24 Notices

- 7.24.1 To promptly forward to the Landlord any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

7.25 Distance Selling Regulations

- 7.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the Tenancy Agreement and paying the rent.

7.26 Headlease

- 7.26.1 To observe all of the non-financial covenants on the part of the Landlord as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

8 THE LANDLORD AGREES WITH THE TENANT as follows:-

8.1 Quiet Enjoyment

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8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2 Insurance

8.2.1 To insure the Premises and the Fixtures and Fittings to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

8.2.2 Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an Agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or Agent, the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords.

8.3 Interest and Consents

8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

8.4 Repair

8.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

8.4.2 Where the Landlord supplies a working burglar alarm with the Premises at the commencement of the tenancy, to keep it in working order and repair, unless where such a repair is caused by negligence or mis-use by the Tenant, his invited guests or visitors.

8.4.3 Where the Premises are served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.

8.5 Safety Regulations

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- 8.5.1 That all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 8.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.
- 8.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 8.5.4 Any oil, fossil fuels or wood burning appliances to be serviced on an annual basis.

9 **IT IS MUTUALLY AGREED** as follows:-

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

9.2 **Rent Review**

- 9.2.1 It is agreed that the rent as defined in this Agreement may be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of £5.00 per calendar month or 3%, whichever is the greater.

9.3 **Repair**

- 9.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

9.3.2 **Point of Contact**

The point of contact for the Tenant on all tenancy matters including repairs is:

Name: Dr Nuzhat Zar
Address: 16 Garden Court, Stanmore, Middlesex, HA7 4TE
Telephone Number: 07973 793 371

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Email: fhussain65@yahoo.co.uk

9.4 Insurable Risks

9.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

9.5 Reimbursement

9.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 6.2.3 at the end of the tenancy.

9.6 Data Protection & Confidentiality

9.6.1 Letting Agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

9.7 Definitions

9.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).

9.7.2 References to "the Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

9.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

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- 9.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 9.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy Agreement as security against the performance of the Tenant's obligations under the tenancy Agreement, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 9.7.6 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 9.7.7 "The Landlord's Martin & Co local office" and "his Martin & Co local office" shall both mean Metropolitan Area Sales and Letting Agency Ltd trading as Martin & Co Newcastle Upon Tyne & Whitley Bay and Martin & Co South Shields of 66 Park View, Whitley Bay, Tyne & Wear NE26 2TH trading as Martin & Co under license from Martin & Co (UK) Ltd registered at 2 Stephen's Court, St Stephen's Road, Bournemouth, Dorset BH2 6LA.
- 9.7.8 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 9.7.9 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Martin & Co local office or a professional Inventory Clerk.
- 9.7.10 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 9.7.11 "Permitted Occupant", if used in the Agreement, includes any person who is licensed by the Landlord or his Martin & Co local office to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 9.7.12 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 9.7.13 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.

DS DS
ME J. SP 000



- 9.7.14 "The Deposit Protection Service" or "The DPS" means the service provided by Computershare Investor Services Plc on behalf of Communities and Local Government or whichever company is appointed at the time of the tenancy commencing and as regulated by the Housing Act 2004.
- 9.7.15 The masculine gender includes the feminine gender.
- 9.7.16 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf or such other definition as may be included within the current Deposit Protection Service Terms and Conditions.
- 9.7.17 "The Guarantor", if used in the Agreement, includes any person named on the Deed of Guarantee, Annex 4 where applicable, as attached to this Agreement
- 9.7.18 "Agent" shall refer to the Landlord's Agent being Martin & Co at the commencement of this Tenancy, and any other Agent who may have commence Management during the Term of the Tenancy and is also a member of The Deposit Protection Service ("DPS"). The Tenant shall be notified in writing if at any time, the Landlord or Martin & Co no longer protects the Deposit under this scheme, relating to this Premises.

9.8 Council Tax

- 9.8.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.9 Forfeiture

- 9.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

DS [Signature] DS [Signature]



9.10 Notices

9.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is as clause 9.3.2

9.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

9.10.3 The Landlord HEREBY GIVES NOTICE to the Tenant that possession might be recovered on Ground 1 under the provision of Schedule 2 of the Housing Act 1988 for the following reasons:

- a) At some time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the Premises as his own or principal home: or
- b) The Landlord who is seeking possession or in the case of joint Landlords seeking possession, at least one of them requires the Premises as his or her spouses only or principal home and neither the Landlord (or in the case of joint Landlords, any of them) nor any person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion of the tenancy for money or money's worth.

9.10.4 The Landlord HEREBY GIVES NOTICE to the Tenant that possession of the premises might be sought under Ground II of part I of Schedule 2 of the Housing Act 1988 in that:-

The premises are subject to a mortgage granted before the beginning of the tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

9.11 Jurisdiction

9.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

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ME

DS
J. Spoon



9.12 Certification

9.12.1 The Landlord certifies that the information provided in Annex 1 of this Agreement, together with the details of the Deposit in clause 6.2 and the address of the Premises to which it relates is accurate to the best of his knowledge and belief. The Landlord further certifies that the Tenant has been given an opportunity to sign this Agreement and the documentation annexed by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

SIGNED by the Landlord

} DocuSigned by:
} *Muskat Zar*
}
} 5AA72BC4401B489...

SIGNED by the Tenant

} DocuSigned by:
} *A Spooner*
}
} D3A8D2CC5E3C440...

In Process

DS DS
NE *A Spooner*



ANNEX 1

The following are **SPECIAL OR ADDITIONAL CLAUSES** which have been negotiated between the parties.

If there are no special or additional clauses please draw a diagonal line through the blank space of this section.

In Process

DS DS
NE [Signature]



ANNEX 2

INFORMATION PRESCRIBED IN ACCORDANCE WITH THE HOUSING (TENANCY DEPOSITS)(PRESCRIBED INFORMATION) ORDER 2007 RELATING TO TENANCY DEPOSITS

Landlord: Nuzhat Zar, 16 Garden Court, Stanmore, Middlesex, HA7 4TE

Lead Tenant:

James Joseph Spooner, 4 Worsdell Drive, Gateshead, NE8 2AF

Telephone number:

07885 566 630

Email address:

james.spooner@outlook.com

Amount of deposit paid:

£550

Address of property:

904 The Bar, St James Gate, Newcastle Upon Tyne, NE1 4BB

Name and Address of the scheme administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit:

The Deposit Protection Service (The DPS)

The Pavilions

Bridgwater Road, Bristol, BS99 6AA

Telephone No. 0844 4727 000

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

- **Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme – see attached Terms and Conditions**
- **Information on the procedures applying for the release of the deposit at the end of the tenancy – see attached Terms and Conditions**
- **Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy – see attached Terms and Conditions**
- **Procedures that apply under the scheme where either the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit – see attached Terms and Conditions**
- **The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation**

DS NE DS J. Spooner



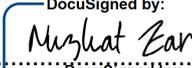
There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute - see-attached Terms and Conditions

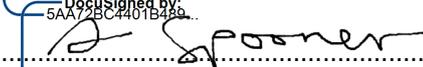
Circumstances when all or any part of the deposit may be retained by the Landlord - please refer to clause(s) 6.1 - 6.8 inclusive of this tenancy agreement

Certification

The Landlord certifies that the information provided in this Agreement, together with the details of the Deposit in clause 6.2 and the address of the Premises to which it relates is accurate to the best of his knowledge and belief. The Landlord further certifies that the Tenant has been given an opportunity to sign this Agreement and the documentation annexed by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

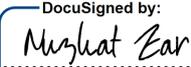
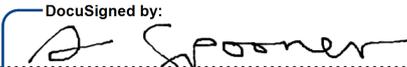
- A copy of the Deposit Protection Service Terms and Conditions must be attached to this document.
- The Tenant(s) and relevant persons (if any) agree that the lead Tenant has been nominated by all the joint Tenants and any relevant person and that the responsibilities of the lead Tenant are fully understood by all Tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- It is the Tenant's or lead Tenant's (where relevant) responsibility to register their contact address with the Deposit Protection Service and to ensure that address is updated at the end of the tenancy.

Landlord Signature(s):  DocuSigned by: 5AA72BC4401B489...

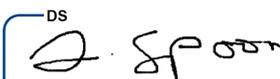
Tenant(s) Signature(s):  DocuSigned by: D3A8D2CC5E3C440...

(ANNEX 3 – TO FOLLOW AS A SEPARATE ATTACHMENT WHICH REFERS TO THE TERMS AND CONDITIONS OF THE DEPOSIT PROTECTION SERVICE AS STATED IN ANNEX 2)

I / We confirm that a copy of the Deposit Protection Service Terms and Conditions have been provided:-

Signature(s):  DocuSigned by: 5AA72BC4401B489...  DocuSigned by: D3A8D2CC5E3C440...

Date: 5/17/2017

The Deposit Protection Service
Deposit Protection Custodial Scheme Terms and Conditions

1. Definitions

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

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

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

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

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

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

Contact Centre means The DPS's dedicated telephone contact centre which can be contacted on 0330 303 0030;

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

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

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

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

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

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

Dispute Papers means the documents detailed in Section 29a;

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

Initial Requirements means for the purposes of the Housing Act 2004 (as amended by the Localism Act 2011) those obligations which must be satisfied within 30 days of receipt of a Deposit;

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

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

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

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

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

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

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

Lead Tenant means:

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

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

Organisation means [the company who lets or manages property on behalf of the landlord

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

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

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

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

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

Single Claim means a claim by a Party for the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in Section 21;

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

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

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

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

Tenancy means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme or another type of tenancy in respect of which The DPS in its sole discretion agrees to protect a Deposit on these Terms and Conditions as if the Deposit related to an assured shorthold tenancy;

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

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

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

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

Transfer means:

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

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

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

customer service advisor.

2. Background – The Housing Act 2004

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

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

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

d. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 14 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com.

e. Deposits are protected to ensure:

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

3. Overview of how the Scheme works

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

b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 14. The Landlord must provide the Prescribed Information to the Tenant. A Prescribed Information Template is available at www.depositprotection.com

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

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

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

e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions (see Sections 24 to 29) unless the DPS are notified otherwise in writing.

f. If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 21 to 23).

g. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 21 to 23).

4. Ways to Contact The DPS

a. The Online Service

i. Landlords may register online and Parties may complete and submit Forms online by visiting www.depositprotection.com.

ii. Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or, if a Dispute is being dealt with under the ADR Procedure, by emailing disputes@depositprotection.com.

iii. Subject to Section 3(a) of the General Terms and Conditions, the online Service will be available 24 hours per day, 7 days per week and 365 days per year.

iv. All transactions processed via the online service will be processed in real time.

b. Contact Centre Service

The Contact Centre is available to:

i. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Scheme;

ii. process requests for Forms; and

iii. manage new registrations of Landlords and Letting Agents.

i. The telephone number for the Contact Centre is 0330 303 0030.

ii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).

iii. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.

iv. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.

v. Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.

c. Paper Based Service

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

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

iii. Paper Forms can be requested via The DPS helpline on 0330 303 0030.

iv. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

5. Registering for the Scheme – general information

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

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

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

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

- i. Full name and title of the primary contact at the Letting Agent or Organisation;
- ii. Letting Agent's or Organisation's name;
- iii. correspondence address of the Letting Agent or Organisation;
- iv. at least one contact telephone number for the Letting Agent or Organisation;
- v. online registrants and users will have to provide a valid email address.

6. Registering Online

- Landlords may register online at www.depositprotection.com
- All online registrants will have to confirm that they have read and understood The Deposit Protection Service General Terms and Conditions which incorporates the Data Protection Notice/Privacy Policy,
- All online registrants, when submitting their first deposit through the custodial scheme or when these Terms and Conditions have been updated will have to confirm that they have read and agree to be bound by these Terms and Conditions.
- Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. This password should be kept secure at all times and should not be disclosed to anyone.
- Online registrants will receive a password activation email. To validate their registration the Landlord must click through the link in the email and log onto the Service.
- Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.
- The unique combination of the email address and password provided by the Landlord will be used to validate the Landlord's identity on login, provide access to all information stored by The DPS on the Landlord or Letting Agent, allow Landlords to update data held by The DPS in relation to the Tenancy including a Change of Landlord or Change of Tenants and to instigate the Deposit repayment process.

7. Registering by Telephone

- Landlords may register by telephone by calling 0330 303 0030.
- All Landlords who register for the Service via the Contact Centre will be provided with:
 - a Landlord's ID on the telephone which will be confirmed in writing; and
 - a written copy of these Terms and Conditions will be sent within 3 Business Days of registering with The DPS. By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.

8. Joint Tenancies and Third Parties

- Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be submitted separately to The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Deposit Submission Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
- The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the completion of the Joint Repayment Form, any Statutory Declaration or the Tenant's Evidence Form or any other relevant Form. It is the responsibility of the Lead Tenant to agree with the Landlord the distribution of Deposit at the end of the Tenancy between the Landlord, the Joint Tenants who are party to any Joint Tenancy and any Third Party. Instructions will only be accepted if they have been signed by the Lead Tenant or the Lead Tenant has entered their Repayment ID.
- The Lead Tenant will be responsible for providing repayment information for each Tenant and the Third Party and a valid forwarding address/email address for each Tenant and the Third Party to enable The DPS to provide repayment confirmation notices to each Tenant and the Third Party. The Lead Tenant will be required to provide their signature on Repayment Forms on behalf of all of the Joint Tenants.
- It is the responsibility of the Landlord completing the Deposit Submission Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
- The Landlord will be required to confirm, on the Custodial Deposit Submission Form, that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
- Changes to Joint Tenancy information is the responsibility of the Landlord.

9. Initial Requirements

The DPS treats the following parts of these Terms and Conditions as Initial Requirements: 10 (Custodial Deposit Submission); where a Landlord is using the online submission process, 11 (Online Custodial Deposit Submission Forms) or where a Landlord is using the paper-based process, 12 (Paper Custodial Deposit Submission Forms); and, where relevant 13 (Bank Transfers).

10. Custodial Deposit Submission

- The Landlord or Letting Agent is responsible for ensuring that Deposits taken in relation to a Tenancy are submitted for protection within 30 calendar days of the date of receipt by the Landlord.
- Deposit information can be submitted by completing an online or paper Custodial Deposit Submission Form.
- The Landlord or Letting Agent is responsible for ensuring that the information contained on the Custodial Deposit Submission Form is full and correct.
- The following information is a mandatory requirement on all Deposit Submission Forms:
 - Landlord ID;
 - Landlord name / Letting Agent or Organisation name / trading title;
 - house number / name and first line of address of Tenancy property;
 - town / city of Tenancy property;
 - whether the Tenancy property is furnished / unfurnished;
 - start date of Tenancy;
 - Tenancy duration (months);
 - date Deposit received by the Landlord;
 - Deposit amount;
 - full name and title of Tenant / Lead Tenant / Third Party;
 - in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy.
 - a mobile phone number or email address for the Sole / Lead Tenant (online submissions).
- Incomplete, illegible or unrecognisable Custodial Deposit Submission Forms will be rejected and payments returned to the sending Landlord within 4 Business Days of receipt.
- In the event that cheques are returned unpaid, The DPS will levy a fee of £25.89 which must be paid by the Landlord. Until this fee is paid, The DPS will not accept a Deposit from the Landlord.
- The Landlord may increase the amount of an existing Deposit at any time during the Tenancy by logging into their account and selecting 'Add additional payment to this Deposit' via the 'View Deposits' menu. Once the payment has cleared, Deposit Confirmations will be issued to the Landlord and Tenant.

11. Online Custodial Deposit Submission Forms

- Custodial Deposit Submission Forms may be completed using The DPS online service at www.depositprotection.com.
- Landlords using the online service will not be able to submit a Custodial Deposit Submission Form unless all the mandatory information is provided.
- Cheques, Bank Transfers or Debit Cards can be used as payment for online transactions.
- Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where payments are made online, Custodial Deposit Submission Forms will be processed within 1 Business Day of receipt by The DPS.
- Cheques sent in support of Custodial Deposit Submission Forms completed online must be accompanied by a printed copy of the completed Custodial Deposit Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Custodial Deposit Submission Form.
- The printed Custodial Deposit Submission Form and cheque should be sent to the address set out in Section 4(c).
- All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Deposit Submission Form was completed and appearing on the completed online Deposit Submission Form.
- Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.

- For all Deposit Submission Forms that are successfully processed, cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Custodial Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing). Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form is processed.

12. Paper Custodial Deposit Submission Forms

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

13. Bank Transfers

- Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account via the 'Summary' option under the 'Payments' menu. It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.
- Payments received may be allocated to Custodial Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Custodial Deposit awaiting payment. If for any reason The DPS are unable to create a match, then the deposited funds will be credited to your account for you to allocate manually.
- If manual allocation is chosen the Landlord must log-on to their DPS account to manually allocate the deposited funds to relevant Custodial Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected.
- Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact The DPS on 0330 303 0030 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.

14. What happens after the Deposit has been protected?

- The DPS will provide confirmation to:
 - the Landlord sent to their registered address or registered email address;
 - the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;
 - where there are Joint Tenants, to the registered email address of each Tenant or to the Household at the Tenancy address.
- The Landlord will be responsible for providing confirmation to the Third Party.
- The confirmation to each Party will contain:
 - Name, address and contact details of the DPS;
 - the Deposit ID;
 - the amount of the Deposit and the date of receipt;
 - the name and contact details of the Landlord;
 - the name(s) of the Tenant(s) and the Lead Tenant, if applicable
 - the address of the Tenancy property;
 - start date of Tenancy;
 - Tenancy duration (months);
 - a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.
- The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any Third Parties or to another Party(s). It is the responsibility of the Sole/Lead Tenant to safeguard the Tenants' Repayment ID and not disclose it to any Third Parties or to another Party.
- If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0330 303 0030. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 808 quoting REPAY and adding their deposit ID and Deposit amount.
- If, following the expiry of a fixed term period of a Tenancy, the tenancy continues on a statutory periodic basis or a new fixed term period is agreed, The DPS 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 period tenancy.

15. The Tenant's Logon

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

16. Changes in Landlord's or Tenant(s) Data

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

17. Transfers**Change of Landlords**

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

Change of Tenants

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

18. Deposit Repayments

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

19. Joint Repayment Forms

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

20. Confirmation of Deposit Repayment

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

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

- a. The Single Claim Process is a method of repayment for use if:
- the Landlord has no current address for the Tenant; or
 - the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy; or
 - the Tenant has no current address for the Landlord; or
 - the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy.
- b. The following criteria needs to have been met before the Single Claim Process can be used:
- 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
 - agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
 - one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and

- the claiming Party believes they should be repaid some or all of the Deposit.
- The amount claimed by the Landlord must be referable to: an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
- a liability of the Tenant to the Landlord arising under or in connection with the Tenancy in respect of damage to the premises subject to the Tenancy, or loss of or damage to property on those premises, other than damage caused by fair wear and tear.

22. Single Claim Process - Statutory Declaration

- a. To use the Single Claim Process, either the Landlord or Tenant who is claiming part or all of the Deposit (the "Claiming Party") must provide The DPS with a Statutory Declaration at least 14 calendar days after the Tenancy has ended.
- b. The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0330 303 0030.
- c. PLEASE NOTE: the Statutory Declaration must be sworn or affirmed in the presence of a Solicitor/ Commissioner for Oaths/ or a Magistrate.
- d. The Statutory Declaration must contain the following information:
- the date on which the Tenancy ended;
 - confirmation that the Parties have failed to reach agreement with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
 - the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
 - confirmation of whether the Statutory Declaration is being made on the basis that:
 - the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or email addresses) which the Claiming Party has for the Other Party; or
 - the Other Party has failed to respond to the Claiming Party's written notice in relation to the distribution of the Deposit. In this case a copy of the written notice sent to the Other Party must be attached.
 - any information the Claiming Party has as to the whereabouts of the Other Party;
 - confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;
 - confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and
 - iii.a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and willfully makes a false declaration he may be liable to prosecution under Section 6 of the Perjury Act 1911.

23. Single Claim Process – Statutory Declaration Notice and Resolution

- a. Once The DPS has received a properly completed Statutory Declaration which meets the above requirements, it will issue a Statutory Declaration Notice and a summary of the claim to the Other Party's registered address asking the Other Party to indicate within 14 calendar days of receipt:
- whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
 - whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
 - if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator. The DPS will also, where possible, send notification that a postal Notice has been issued via email or SMS.
- b. Unless the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days of issuance (the Statutory Declaration Deadline), indicating their responses to a.i – iii above, The DPS will release the full amount claimed to the Claiming Party within 10 calendar days of the Statutory Declaration Deadline.
- c. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, confirming that he accepts that the whole or part of the amount claimed should be paid to the Claiming Party, such amount will be paid to the Claiming Party within 10 calendar days of The DPS receiving the Statutory Declaration Notice.
- d. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, indicating that he does not accept that the Claimant should be paid all or any of the amount claimed, The DPS will inform the Claiming Party that their claim has been rejected wholly or in part and shall provide a summary of the Other Party's Statutory Declaration Notice.
- e. The Claiming Party will have 7 calendar days from the issue of the summary of the Other Party's Statutory Declaration Notice to either accept or disagree with the contents of the Other Party's Statutory Declaration Notice and to submit any additional evidence which they wish to be taken into account. The Other Party will also be given 7 days notice that the Dispute will be referred to the Adjudicator and given 7 days to submit any final evidence. If no response is received from the Claiming Party or the Other Party within 7 calendar days of the issuance of the summary of the Other Party's Statutory Declaration Notice, the Dispute will be referred to the Adjudicator in any event.
- f. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days but fails to indicate whether he consents to the Dispute being resolved by an Adjudicator, he will be treated as having given his consent for the Dispute to be referred to Adjudication. Both Parties will then be informed that the Dispute has been referred to Adjudication as detailed in (e) above.
- g. Upon completion of the steps detailed above, The DPS will forward copies of the
- the Statutory Declaration;
 - the Statutory Declaration Notice;
 - any additional evidence submitted by either Party; to the Adjudicator (see; Adjudication at section 29 below).
- h. The DPS will release any undisputed amount to the party or parties concerned.
- i. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

Adjudication – The Alternative Dispute Resolution (ADR) Service**24. Eligibility to use the ADR Procedure**

- a. The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 21 to 23 above.
- b. Once consent to use the ADR Procedure has been received from both Landlord and Tenant, this consent cannot subsequently be withdrawn.
- c. In the event that a Landlord or a Tenant does not provide their consent for the Dispute to be resolved through the ADR Procedure, the Dispute must be resolved by the parties or through the courts. If the party who does not provide its consent for the Dispute to be resolved through the ADR Procedure does not start the required court proceedings within 6 months of responding to the repayment claim or Statutory Declaration Notice, indicating that they do not consent to the ADR Procedure, any disputed amount may be released by The DPS to the other party.
- d. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.
- e. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.
- f. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
- g. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
- h. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and

at any stage of the ADR Procedure but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can return the Deposit in accordance with that agreement.

- i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- j. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute may be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.
- k. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.
- l. The Dispute must not be the subject of an existing court action.
- m. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:
 - i. they relate to matters other than the return of the Deposit; and/or
 - ii. where either Party has indicated their intention to issue legal proceedings in respect of any of the issues involved in the Dispute; and/or
 - iii. the issues involved have already been determined 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 have already been decided upon or which were previously decided by a similar dispute process, or raise matters which, in the opinion of the adjudicator, exceed the Adjudicator's jurisdiction.
- o. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to disputes@depositprotection.com. All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.
- p. In the event that a Dispute is in relation to a tenancy that is not an assured shorthold tenancy, The DPS reserves the right to charge a fee of £500 plus VAT or 10% of the Deposit amount, whichever is the greater. Any sum due is payable by the Landlord and, where possible, will be deducted from any amount payable to the Landlord as a result of the Adjudication Decision. If there is no amount payable to the Landlord as a result of the Adjudication Decision, or if the amount payable does not amount to the fee applicable, the Landlord will be required to separately make payment to The DPS within 14 days of the request for payment.
- q. The DPS reserves the right not to admit to the ADR Procedure a tenancy that is not an assured shorthold tenancy or where the deposit amount is £5000.00 or greater.

25. Initiating the ADR Procedure - The Joint Custodial Repayment Form

- a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them or by The DPS, if the Parties wish to use the ADR Procedure they must complete the Joint Custodial Deposit Repayment Form and submit it to The DPS.
- b. If the Joint Custodial Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 30 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.

26. Notification of a Dispute to The DPS

- a. Upon receipt of a duly completed Joint Custodial Deposit Repayment Form notifying The DPS of a Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Landlord's Evidence form has been issued, via email or SMS.
- b. The Landlord's Evidence Form should include the following information:
 - i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
 - ii. attach the signed check-in inventory and schedule of condition;
 - iii. attach vacating instructions;
 - iv. attach the signed check-out inventory and schedule of condition;
 - v. attach a signed and legally compliant written tenancy agreement
 - vi. if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
 - vii. attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
 - viii. attach a statement of the rent account, if relevant;
 - ix. where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - x. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
 - xi. confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.
- c. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.
- d. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.
- e. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Custodial Repayment Form.

27. Notification of a Dispute to The Tenant

- a. The DPS will provide the Tenant with a summary of Landlord's submitted evidence and a Tenant's Evidence Form. The Tenant's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Tenant's Evidence form has been issued, via email or SMS.
- b. The Tenant's Evidence Form requires the following information be provided:
 - i. set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Deposit; and
 - ii. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence must be signed or a statement should be attached signed by the party providing them and showing the date on which they were taken.
- c. If there is a Lead Tenant they must complete the Tenant's Evidence Form on behalf of all Tenants.
- d. If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Landlord's instructions contained on the Joint Custodial Repayment Form.

28. Landlord's Response

The DPS will provide the Landlord with a summary of the Tenant's submitted Evidence. The Landlord will have 7 calendar days from the issue of the summary of the Tenant's Evidence Form to either accept or disagree with the contents of the Tenant's Evidence Form and to submit any additional evidence which they wish to be taken into account. If no response is received from the Landlord within 7 calendar days, the Dispute will be referred to the Adjudicator. All additional evidence must be received within this time frame.

29. The Adjudication

- a. Upon completion of the steps detailed above, The DPS will forward copies of
 - i. the Landlord's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
 - ii. the Tenant's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
 - iii. any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.
- b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

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

d. The Adjudicator may:

- i. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where appropriate receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
 - ii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;
 - iii. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
- f. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
- g. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
- h. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.
- i. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.

30. Court Orders

- a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Deposit if the Court Order specifically refers to the Deposit and/ or the scheme administrator holding the Deposit and includes a direction as to how much of the Deposit is to be paid to the successful claimant.
- b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Deposit until either the Order is amended or a Third Party Debt Order is obtained.

31. Liability

- a. The DPS will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud save that the DPS's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates. The DPS does not accept liability for any indirect or consequential loss suffered by a Party or for any loss, which does not arise as a result of its negligence, wilful default or fraud.
- b. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.
- c. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- d. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been lost, disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS will act accordingly. You will be liable for all such transactions.
- e. Once processed, a Custodial Deposit Repayment Form or online deposit response containing your Repayment ID is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.

32. Costs

- a. Save for a fee of £25.89 if a cheque provided to us bounces, and a fee of £25.89 for the processing of a payment to an overseas bank account, all aspects of the Service are free to use including the ADR Procedure and Adjudication. The DPS is funded entirely from the interest earned on Deposits held.

33. Complaints

- a. The DPS aims to provide a first class service to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.
- b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either:
by writing to: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA OR
by email at: complaints@depositprotection.com
- c. The DPS will treat all complaints seriously and investigate the matter fully.

34. Confidentiality

- a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.
- b. Despite Section 34(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

35. General

- a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.
- b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:
 - i. excluding the day of receipt of Forms or documents by The DPS; and
 - ii. from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
- c. Unless correspondence relates to ADR, Single Claim Process, or the repayment of the Deposit, all communications will be sent via 2nd class post.
- d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0030;
- e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
- f. All Deposits will be held in a designated bank account which The DPS maintains for Parties using the Scheme.
- g. The DPS may from time to time change these Terms and Conditions, any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at www.depositprotection.com. All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The DPS. The DPS Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.
- h. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
- i. If The DPS relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.
- j. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- k. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.
- l. The DPS will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.

36. Governing Law

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

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REVISIONS OF THE TERMS AND CONDITIONS OF SERVICE

July 2014

(Definition amended)

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

Amended to read

Contact Centre means The DPS's dedicated telephone contact centre which can be contacted on 0330 303 0030

(Definition amended)

Dispute Papers means the documents detailed in Section 28a;

Amended to read

Dispute Papers means the documents detailed in Section 29a;

(Definition added)

Initial Requirements means for the purposes of the Housing Act 2004 (as amended by the Localism Act 2011) those obligations which must be satisfied within 30 days of receipt of a Deposit;

(Definition amended)

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

Amended to read

Single Claim means a claim by a Party for the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in Section 21;

(Definition amended)

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

Amended to read

Tenancy means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme or another type of tenancy in respect of which The DPS in its sole discretion agrees to protect a Deposit on these Terms and Conditions as if the Deposit related to an assured shorthold tenancy;

Section 2d

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

Amended to read

The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 14 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com

Section 3b

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

Amended to read

Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 14. The Landlord must provide the Prescribed Information to the Tenant. A Prescribed Information Template is available at www.depositprotection.com

Section 3e

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

Amended to read

If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and conditions (see Sections 24 to 29) unless the DPS are notified otherwise in writing.

Section 3f

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

Amended to read

If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 21 to 23).

Section 3g

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

Amended to read

If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the

In Process

Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 21 to 23).

Section 4a (iii)

Subject to Section 30(d), the online Service will be available 24 hours per day, 7 days per week and 365 days per year.

Amended to read

Subject to Section 3(a) of the General Terms and Conditions, the online Service will be available 24 hours per day, 7 days per week and 365 days per year.

Section 4b (ii)

The telephone number for the Contact Centre is 0844 4727 000.

Amended to read

The telephone number for the Contact Centre is 0330 303 0030.

Section 4c (iii)

Paper Forms can be requested via The DPS helpline on 0844 4727 000.

Amended to read

Paper Forms can be requested via The DPS helpline on 0330 303 0030.

Section 7a

Landlords may register by telephone by calling 0844 4727 000.

Amended to read

Landlords may register by telephone by calling 0330 303 0030.

(Section added)

9. Initial Requirements

The DPS treats the following parts of these Terms and Conditions as Initial Requirements: 10 (Custodial Deposit Submission); where a Landlord is using the online submission process, 11 (Online Custodial Deposit Submission Forms) or where a Landlord is using the paper-based process, 12 (Paper Custodial Deposit Submission Forms); and, where relevant 13 (Bank Transfers).

Section 10

The Landlord or Letting Agent is responsible for ensuring that Deposits are submitted for protection within 30 calendar days of the date of receipt by the Landlord.

amended to read

The Landlord or Letting Agent is responsible for ensuring that Deposits taken in relation to a Tenancy are submitted for protection within 30 calendar days of the date of receipt by the Landlord.

In Process



Section 13a

Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account under "Bank Transfers". It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.

Amended to read

Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account via the 'Summary' option under the 'Payments' menu. It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.

Section 13d

Bank Transfers are non- reversible. If you think that an over-payment has been made, then you must contact The DPS on 0844 4727 000 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.

amended to read

Bank Transfers are non- reversible. If you think that an over-payment has been made, then you must contact The DPS on 0330 303 0030 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.

Section 14e

If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0844 4727 000. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 808 quoting REPAY and adding their deposit ID and Deposit amount.

amended to read

If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0330 303 0030. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 808 quoting REPAY and adding their deposit ID and Deposit amount.

Section 14f

(New Paragraph)

If, following the expiry of a fixed term period of a Tenancy, the tenancy continues on a statutory period basis or a new fixed term period is agreed, The DPS 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 period tenancy.

Section 16c (i)

over the telephone helpline

Amended to read

via the telephone helpline

Section 17a

In Process

A change of Lead Tenant can only be processed by The DPS. The Landlord must contact The DPS in writing or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com, providing the details of the old and new Lead Tenant and giving the reason for the Change of Tenant. The DPS will not authorise a Tenant Transfer where the identity of the Tenant has changed. The Joint Deposit Repayment claim or Single Claim process must be followed to repay the out-going Tenant's Deposit and a new Deposit submitted in respect of any new Tenant to the Property.

Amended to read

A Tenant Transfer should not be used where a Tenant is leaving the Tenancy. The Deposit Repayment Form claim process must be followed to repay the out-going Tenant's Deposit and a new Deposit must be submitted in respect of any new Tenant to the Property.

(New Paragraph)

Section 17b A Tenant Transfer should only be used to reflect a change of Lead Tenant

(New Paragraph)

Section 17c The Landlord should contact The DPS in writing or by completing an online Enquiry Form, available through the Frequently Asked Questions at www.depositprotection.com, providing the details of the old and new Lead Tenant and giving the reason for the Change of Tenant

Section 22b

The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0844 4727 000.

Amended to read

The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0330 303 0030.

Section 23a

The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 20 to 22 above.

Amended to read

Section 24a

The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 21 to 23 above.

(New Paragraph)

Section 24b

Once consent to use the ADR Procedure has been received from both Landlord and Tenant, this consent cannot subsequently be withdrawn.

(New Paragraph)

Section 24c

In the event that a Landlord or a Tenant does not provide their consent for the Dispute to be resolved through the ADR Procedure, the Dispute must be resolved by the parties or through the courts. If the party who does not provide its consent for the Dispute to be resolved through the ADR Procedure does not start the required court proceedings within 6 months of responding to the repayment claim or Statutory Declaration Notice, indicating that they do not consent to the ADR Procedure, any disputed amount may be released by The DPS to the other party.

Section 23k (ii)

where either Party has indicated their intention to issue legal proceedings; and/or

Amended to read

Section 24m (ii)

where either Party has indicated their intention to issue legal proceedings in respect of any of the issues involved in the Dispute; and/or

Section 23n (iv)

seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process.

Amended to read

Section 24n (iv)

seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process, or raise matters which, in the opinion of the adjudicator, exceed the Adjudicator's jurisdiction.

(New Paragraph)

Section 24p

In the event that a Dispute is in relation to a tenancy that is not an assured shorthold tenancy, The DPS reserves the right to charge a fee of £500 plus VAT or 10% of the Deposit amount, whichever is the greater. Any sum due is payable by the Landlord and, where possible, will be deducted from any amount payable to the Landlord as a result of the Adjudication Decision. If there is no amount payable to the Landlord as a result of the Adjudication Decision, or if the amount payable does not amount to the fee applicable, the Landlord will be required to separately make payment to The DPS within 14 days of the request for payment.

(New Paragraph)

Section 24q

The DPS reserves the right not to admit to the ADR Procedure a tenancy that is not an assured shorthold tenancy or where the deposit amount is £5000.00 or greater.

Section 24b

If the Joint Custodial Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The

In Process

DPS shall continue in accordance with section 29 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.

Amended to read

If the Joint Custodial Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 30 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.

(Paragraph removed)

Section 25c

If the Landlord is unable to provide any of the information detailed in Section 25(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.

(Paragraph removed)

Section 28e

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

In Process

Section 34d

If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0844 4727 000;

Amended to read

Section 35d

If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0030;

Ends.