

Contents and Explanation

This pack combines a number of documents relating to a Fixed Term Occupational Contract between the contract holders named in the contract overview on the next page, and Sheila and Chezian Properties (under the brand Hafan Student).

The Renting Homes (Wales) Act 2016 (“the RHWA”) defines the content and format of much of the information provided in this pack

The contents of this pack is shown below, together with a brief explanation where we feel this will help

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Sheila & Chezhan Properties

Hafan Student



Payment Schedule

Property

Number of Contract Holders

Occupation Date

Rent

per person per week

per person per calendar month

per person for 11 month contract

Individual Payment Schedule

Termly rent payment

August / September

payable by 1st August

Autumn Term (Oct / Nov / Dec)

payable by 15th October

Spring Term (Jan / Feb / Mar)

payable by 15th January

Summer Term (Apr / May / Jun)

payable by 15th April

Monthly rent payment (by individual agreement)

Monthly payment (Aug - Jun)

payable by 1st each month

Total for Property

Rent

per week

per calendar month

Total 11 months

Payment Schedule

August / September

payable by 1st August

Autumn Term (Oct / Nov / Dec)

payable by 2nd August

Spring Term (Jan / Feb / Mar)

payable by 3rd August

Summer Term (Apr / May / Jun)

payable by 4th August

Payment Details

Bank

Lloyds

Sort code

Account number

IBAN: GB79 LOYD 3090 4334 3560 60

Sheila and Chezhan's Properties Ltd

Please use the following reference
when making payment:

[Surname]6VP_Room[#]

FORM RHW2

NOTICE OF LANDLORD'S ADDRESS

This form is for use by a landlord to give notice to a contract-holder under section 39(1) of the Renting Homes (Wales) Act 2016 of an address to which documents intended for the landlord may be sent.

Part A: Landlord	Part B: Contract-Holder(s)
<p>Name: Sheila & Chezhan Properties</p> <p>Address:</p> <p>Sheila & Chezhan Properties</p> <p>Bryn Coed, Castle Road</p> <p>Chirk, Wrexham</p> <p>LL14 5BS</p>	<p>Name(s):</p>

Part C: Dwelling
<p>Address:</p>

Part D: Notice of Landlord's Address
<p>Address: Sheila & Chezhan Properties</p> <p>Bryn Coed, Castle Road, Chirk, Wrexham, LL14 5BS</p> <p>This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.</p>

Part E: Signature
<p>Signed by, or on behalf of, the landlord: _____ Date: _____</p>

This agreement is dated _____
(Insert this date only when all parties have signed the agreement and want it to start.)

Explanatory Information

Your landlord is legally required to give you this information

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the RHWA"). The contract is between you, as the "contract-holder", and the "landlord".

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

fundamental terms – these are provisions of the RHWA that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the RHWA. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. In this statement this will be done by showing the deleted text ~~struck through~~ and with any additional text in *italics*.

The terms of your contract may also include:

additional terms – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied –

- (a) you have broken one or more of the terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failure to take proper care of the dwelling) and it is reasonable to evict you,
- (b) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or
- (c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the RHWA applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.

If you remain in occupation of the dwelling after the end of the fixed term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

Section A – Key terms of the occupation contract

This occupation contract is between us, the landlord

and you, the contract-holder (if there is more than one, they are jointly and separately liable)

We will let out the property at

Rent

You must pay £ _____ monthly rent in advance in total *as detailed in attached payment schedule*

The first payment of rent must be paid by _____

Subsequent rent payments must be paid in advance *each term as detailed in attached payment schedule* while the occupation contract lasts.

Payment must be made in cleared funds to:

A/c: Sheila and Chezhan's Properties Limited, Lloyds Bank, Sort Code: 30-90-43, Account Number 34356060

Term

The agreement is for an initial fixed term of Eleven months starting on _____

The contract holder(s), unless agreed otherwise may collect keys, and access their property from 2pm on the first day of the contract, and must leave the property (handing in their keys) by 12pm (noon) on the last day of their contract.

Permitted occupiers

In addition to you, only the following permitted occupiers are allowed to live in the property
None

Nobody else is allowed to live in the property without our written permission.

Shared facilities

We let the property to you along with any contents listed in the Inventory and Schedule of Condition given to you. You are also entitled to use the ~~following~~ shared facilities while you let the property

If you are allocated parking it is subject to clauses 2.18 & 2.19 below

Utilities

You and we agree, *subject to fair use policy published on our website:*

<input type="checkbox"/>	Water charges:	We	are responsible for paying
<input type="checkbox"/>	Gas:	We	are responsible for paying
<input type="checkbox"/>	Television licence:	We	are responsible for paying
<input type="checkbox"/>	Broadband:	We	are responsible for paying
<input type="checkbox"/>	Council Tax (or similar charge which replaces it):	You*	are responsible for paying
<input type="checkbox"/>	Electricity:	We	are responsible for paying
	Telephone:	N/a	are responsible for paying
	Other:	N/a	are responsible for paying

If you are responsible for paying a bill, this includes contacting the local billing authority or the service provider to ensure they know you are liable to pay it.

** The contract holder indemnifies the Landlord for the amount the Landlord becomes liable to for Council Tax by the occupation of the contract holder while not a student in full time education.*

Security deposit

You must pay the deposit of £ _____ in full to _____.

It will be protected in a Government-approved deposit scheme within 30 days of receipt in line with clause 4.0 of the agreement.

Contact details

If you need to contact us, you can

write to us at:

email us at:

phone us on:

If we need to contact you via email, we will do so at:

Name	Email address

Note that by giving an email address here you are indicating that you are willing to have us serve notices and other documents relating to the occupation contract by email.

Rent Smart Wales registration number:

Rent Smart Wales license number:

Section B – Definitions and Interpretation

“agent” means a company or person we have engaged to manage the property on our behalf, or anyone who later takes over our agent’s rights and obligations.

“contents” means anything we provide as stated in the Inventory. This includes white goods, furniture, cutlery, utensils, implements, tools, equipment, and the fixtures and fittings.

“dealing” includes —

- creating a tenancy, or creating a licence which confers the right to occupy the property;
- transferring;
- mortgaging or otherwise charging the contract or the property.

“emergency” means

- a) something which requires urgent work to prevent the property or other dwellings in the vicinity from being severely damaged, further damaged or destroyed, or
- b) something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the property or other persons in the vicinity of the property..

“fixtures and fittings” includes references to any fixtures, fittings, furnishings, and floor, ceiling and wall coverings.

“house in multiple occupation/HMO” means that the property is let to a group of three or more people where at least two of them are unrelated.

“Inventory” is a document prepared by us, our agent, or an inventory clerk, which will be given to you on or soon after the start of the contract, describing the contents we have provided. It may include a Schedule of Condition, written report, or photos or videos to record the contents, their condition and the property’s condition. It may include meter readings.

“jointly and separately liable” means that if there are two or more contract-holders, you are each responsible for complying with the agreement’s obligations together and individually. We are free to seek to enforce these obligations or claim damages of any amount against one or more of you.

“lack of care” means a failure to take proper care —

- a) of the property, or
- b) if the property forms part only of a building, of the common parts that you are entitled to use under this contract.

“landlord” includes anyone entitled to possession of the property when the agreement ends, as well as their successors in title or assignees.

“permitted occupier” means a person who is neither a contract-holder nor any other party to the contract. They have no rights to the property but we have granted them permission to occupy it as a guest for a time during this contract.

“property” includes any part or parts of the building’s boundaries, fences, garden and outbuildings that we own unless we have specifically excluded them from the agreement. If the property is part of a larger building, you have a right to use the common access ways and shared facilities to access and enjoy the property only.

“relevant cause” means fire, storm, flood or other inevitable accident.

“rental period” means the time between rent due dates. For example, if the contract is weekly and rent is due on a Wednesday, the rental period will be from Wednesday to Tuesday. If the contract is monthly and rent is due on the 10th of each month, the rental period will be from the 10th to the 9th of the following month.

“RHWA” means the Renting Homes (Wales) Act 2016.

“Schedule of Condition” is a summary of the condition of the property or contents and usually includes a description of any faults, damage or missing items.

“service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

“specified service installations” means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

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

“contract” or “occupation contract” means the right to occupy the property under the RHWA granted by this agreement and any extension or periodic contract that arises from it.

“us”, “our” and “we” mean the landlord.

“working day” does not include Saturdays, Sundays and bank holidays.

“you” and “your” mean the contract-holder.

Any text which has been struck through does not form part of this agreement and the wording is included in this agreement solely to satisfy the requirements of the RHWA.

Section C – Terms and conditions

This section sets out the obligations that you and we have to one another during the term of the occupation contract. This consists of a range of Fundamental, Supplementary and Additional terms. Some Fundamental terms may have been changed. Where this has happened those parts of any fundamental or supplementary term that have been added are in *italics*.

We let the property with the contents to you for the occupation on the terms in this agreement plus any addendum to it.

1.0 General terms

- 1.1 If there is more than one contract-holder, you are all jointly and separately liable for the obligations in the agreement.
- 1.2 You must make reasonable efforts to ensure that no-one in your household or any visitor to the property breaches the terms of the agreement.
- 1.3 If we have given you a copy of a superior lease setting out our promises to our superior landlord, you agree that you will also be bound by these promises, except for any payments we are responsible for making under the superior lease.

2.0 It is agreed that:

Rent and other payments

- 2.1 You will pay the rent on the days and in the way we have agreed.
- 2.2 You will pay the charges for Council Tax (or any similar charge that replaces it) and utilities and other relevant suppliers that you are responsible for under this agreement.
 - 2.2.1 *If the tenancy is inclusive of gas and/or electricity bills, the landlord may review the rent charges at the end of the current government price cap in April 2023. This will be calculated using the average standard variable rate, based on the utilities tariffs from the largest utility suppliers. Utilities will be subject to a "fair-usage policy" which can be found on our website*
- 2.3 You will pay us all reasonable losses, fees, damage costs and expenses we incur:
 - in recovering from you any rent and any other money that is in arrears;
 - for the service of any notice regarding your breach of any of your obligations under the agreement whether or not the notice results in court proceedings;
 - for the cost of any bank or other charges if any cheque you have written is dishonoured or if any standing order or any other payment method is withdrawn by your bank;
 - as a result of any of your breaches of the agreement or in enforcing any provision of the agreement, including those about seeking possession of the property.
- 2.4 You will pay interest at 3% above the Bank of England base rate on any rent or other money due under the agreement that is more than 14 days in arrears from the due date to the payment date.
- 2.5 We will provide you with a receipt for rent or any other payment made within 14 days of being asked for it.
- 2.6 ~~You are not obliged to pay the rent for any period where the property is unfit for human habitation as defined in s94 of the RHWA.~~
- 2.6 You may set off against the rent any compensation payment due from us to you under s87 of the RHWA.

Use of the property

- 2.7 You must occupy the property as your only or main home.
- 2.8 You must not carry on or permit any trade or business at the property ~~without the landlord's consent.~~
- 2.9 You must take reasonable care of the property and any common parts. *The contract holder has a duty to maintain the property, keeping it both wind and watertight, and carry out general repairs. This includes but not limited to, unblocking sinks, toilets and drains, changing light bulbs and fuses, changing batteries for smoke and carbon monoxide detectors and other day-to-day maintenance tasks.*
- 2.10 You must take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or on the property.
- 2.11 You must take all reasonable precautions to prevent condensation and mould growth by keeping the property adequately ventilated and heated.
- 2.12 You must take all reasonable precautions to prevent frost damage to any pipes or other installations in the property.
- 2.13 ~~You may permit persons who are not lodgers or sub-holders to live in the property as a home.~~
- 2.13 You must not allow persons to live in the property as lodgers without the landlord's consent.
- 2.14 You are not liable for fair wear and tear to the property or to fixtures and fittings within the property, but you must –
 - a) take proper care of the property, its fixtures and fittings, and any items listed in the inventory,
 - b) not remove any fixtures and fittings or any items listed in the inventory from the property without the consent of the landlord,
 - c) keep the property in a state of reasonable decorative order, and

d) not keep anything in the property that would be a health and safety risk to you, any permitted occupier, any persons visiting the property or any persons residing in the vicinity of the property.

2.15 You must notify us as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is our responsibility

2.16 Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not our responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them. This includes in circumstances where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by you, any permitted occupier, or any person visiting the property.

2.16.1 *You agree to pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in: a) The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the contract (reasonable wear and tear accepted). (Landlord may allow full payment during the contract, a payment plan to be agreed or to be deducted from the deposit at the end of the contract)*

2.17 In circumstances where you have not carried out any repairs that are your responsibility under this contract, we may enter the property at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them but we must give you at least 24 hours' notice before entering the property.

2.18 You may only park in the space allocated to you in this agreement.

2.19 You must not use your allocated parking space for any purpose except storing a private motor car or motor bike without our written permission.

2.20 You may not deal with this contract, the property or any part of it except —

- a) in a way permitted by this agreement, or
- b) in accordance with a family property order (see section 251 of the Act) .

2.21 A joint contract-holder may not deal with his or her rights and obligations under the contract (or with the contract, the property or any part of it), except —

- a) in a way permitted by this agreement, or
- b) in accordance with a family property order.

2.22 If you deal with the contract or property in a manner prohibited by paragraph 2.20 above, or a joint contract-holder deals with the contract or property in a manner prohibited by paragraph 2.21 above

- a) the transaction is not binding on the landlord, and
- b) you or the joint contract-holder are in breach of this agreement (despite the transaction not being binding on the landlord).

2.23 You must not smoke tobacco or any other substance in the property without our written permission. To avoid doubt, nicotine staining is not considered to be fair wear and tear.

2.23.1 *You must not install, take into, use or keep in, the Property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonable withheld)*

2.24 You must not bring any animals or birds into the property without our written permission. If we grant permission, we can withdraw it at any time if we have a good reason.

2.25 You must not damage any of the property's common parts.

2.26 You must not obstruct the fire escape or any of the property's common parts. We or our agent may remove any obstructions.

2.27 You must not allow children to play on the fire escapes or in any of the property's common parts.

2.28 You must not do anything that would lead the property to require licensing by a local authority if it is not already so licensed, or that would lead to the breach of a condition of such a licence or a statutory obligation associated with it.

Your conduct

2.29 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) —

- to live in the property, or
- to live in a dwelling or other accommodation in the locality of the property.

2.30 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity in the property or its locality

2.31 You must not engage or threaten to engage in conduct —

- capable of causing nuisance or annoyance to —
 - the landlord, or
 - a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
- that is directly or indirectly related to or affects the landlord's housing management functions.

2.32 You may not use or threaten to use the property, including any common parts and any other part of a building comprising the property, for criminal purposes.

- 2.33 You must not, by any act or omission —
- allow, incite or encourage any person who is living in or visiting the property to act as mentioned in paragraphs 2.29 to 2.31 above, or
 - allow, incite or encourage any person to act as mentioned in paragraph 2.32 above.

Security and Leaving the property empty

2.34 You must lock all the doors and windows and switch on any burglar alarm whenever you leave the property unattended.

2.35 You must take reasonable steps to ensure the dwelling is secure.

~~2.36 You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.~~

~~2.37 If any change made under clause 2.34 results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.~~

2.35.1 *If you are locked out of your Room or Property out of office hours and the Agent/Landlord has to attend the Property, a call out charge will be payable. This call out charge is permitted by The Renting Homes (Fees etc.) (Wales) Act 2019. Current charge is listed on the Landlord's website*

2.36 You must not change the locks without informing us and provide us with a working copy of a new key promptly. Any lock you change must be no less secure than the existing lock.

2.36.1 *You will be required to pay the Agent/Landlord the cost to replace any locks within the Property if the contract holder loses the keys, should it be possible to trace the keys back to the property. If the property could not be linked to the keys, contract holder can arrange to have a new key cut at the contract holders expense.*

2.37 You must tell us if the property is going to be unoccupied for more than seven days in a row.

~~2.38 You must flush through any water systems after any period when you leave the property unoccupied by running all taps and showers.~~

~~2.39 If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable.~~

2.39 You must not leave the property unoccupied for more than 28 days in any circumstances.

Condition of the property

2.40 You must replace any light bulbs, fluorescent tubes and batteries promptly and when necessary.

2.41 You must keep the exterior free from rubbish and recycling and place all rubbish and recycling containers in the allocated space for collection on the collection day. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after the collection.

2.42 You must take proper care of any shared facilities, and clean them as appropriate after use.

2.43 You must keep the garden tidy ~~and cut any grass regularly~~, but you do not have to improve the garden.

2.44 ~~You~~ You must inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary.

2.45 You must tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

2.46 You must not make any alteration or addition to the property; any of its sheds, garages or outbuildings; or the electric, gas or plumbing system or decorate or change the style or colour of the internal or external decoration, or erect or install any aerial, satellite dish or cable television without our written permission

~~2.47 You may change any of the suppliers to the property of —~~

~~a) electricity, gas, or other fuel or water (including sewerage) services;~~

~~b) telephone, internet, cable television or satellite television services.~~

~~But you must inform the landlord as soon as reasonably practicable of any changes made to any supplier.~~

2.48 Unless the landlord consents in writing, you must not —

a) leave the property, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;

b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

Joint Contract-Holders

2.49 You, as the contract-holder under this contract, and another person may, with the consent of the landlord make that person a joint contract-holder under the contract.

2.50 If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

2.51 If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are —

- a) fully entitled to all the rights under this contract, and
- b) liable to perform fully every obligation owed to the landlord under this contract.

2.52 The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.

2.53 Nothing in paragraphs 2.51 and 2.52 above removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.

2.54 The provisions of paragraph 2.49 to 2.53 do not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

Letters and notices

2.55 You must forward any notice, order, proposal or legal proceedings affecting the property or its boundaries to us promptly on receiving them.

2.56 You must forward to us all correspondence addressed to the landlord at the property within a reasonable time.

Access to the Property

2.57 We may enter the property at any reasonable hour of the day to inspect its condition and state of repair or to carry out any repair required by this agreement *or any improvements we reasonably deem necessary*. We must give you at least 24 hours written notice before exercising any right to enter the property.

2.58 If we need to enter the property in an emergency without notice then you must allow us access to do so. If you do not provide access when requested then we may enter the property without your consent but we must use our reasonable endeavours to give you notice that we have entered the property as soon as reasonably possible after entering. *For the purposes of this paragraph, an emergency includes — a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and b) something which if not dealt with by the Landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.*

2.59 You must allow possible new contract-holders, valuers and buyers access to the property (on at least 24 hours' written notice) during the contract.

Key and alarm codes

2.60 You must permit us and our agent to hold a set of keys or any other security devices necessary to enter the property in an emergency.

2.61 You must not change the alarm codes or door locks or have any duplicate keys cut without our written permission. If you lose your keys or other security devices needed to access the property, you are liable to meet our reasonable costs for replacement. This includes the cost of fitting any new locks that are needed.

Occupier's liability

2.62 You must verify the suitability of the property for you and members of your household including any gardens, fences, ponds or outbuildings, especially regarding the safety of pets and young children.

2.63 You must take reasonable steps to protect guests and other visitors (especially children) from any hazards at the property, for example ponds, swimming pools, fences and electric gates.

2.64 We must not interfere with your right to occupy the property whether by taking an action or by not doing something. However, we do not interfere with your rights by taking any reasonable action to exercise our rights under this contract or if we fail to comply with our repairing obligations as defined in s100(2) of the RHW. A.

2.65 If any person acting on our behalf or who has an interest in the property that is superior to our own interferes with your rights by doing or not doing anything then it will be assumed that we have interfered with your rights.

2.66 We must pay all assessments and outgoings regarding the property that are our responsibility.

2.67 Ensure that any furniture and equipment we supply comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

2.68 We must ensure that the property is fit for human habitation on the occupation date of the contract and for the term. If the property forms part of a larger building the obligation in this clause includes the structure and exterior of the building and the common parts.

- 2.69
- 2.70 We must –
- a) keep in repair the structure and exterior of the property (including drains, gutters and external pipes), and
 - b) keep in repair and proper working order the service installations in the property.
- 2.71 If the property forms part of a larger building, we must –
- a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which we have an estate or interest, and
 - b) keep in repair and proper working order a service installation which directly or indirectly serves the property, and which either –
 - (i) forms part of any part of the building in which we have an estate or interest, or
 - (ii) is owned by us or is under the landlord’s control.
- 2.72 The standard of repair required by us is that which is reasonable having regard to the age and character of the property, and the period during which the property is likely to be available for occupation as a home.
- 2.73 We must make good any damage caused by works and repairs carried out in order to comply with our repairing obligations set out in paragraphs 2.68 to 2.71 above.
- 2.74 We may not impose any obligation on you as a result of you enforcing or relying on our repairing obligations set out in paragraphs 2.68 to 2.71 above.
- 2.75 Our repairing obligations set out in paragraphs 2.68 above do not impose any liability on us in respect of a property which we cannot make fit for human habitation at reasonable expense.
- 2.76 Our repairing obligations set out in paragraphs 2.68 to 2.71 above do not require us—
- a) to keep in repair anything which you are entitled to remove from the property, or
 - b) to rebuild or reinstate the property or any part of it, in the case of destruction or damage by a relevant cause.
- 2.77 If the property forms part only of a building, our repairing obligations set out in paragraphs 2.71 and 2.73 above do not require us to rebuild or reinstate any other part of the building in which we have an estate or interest, in the case of destruction or damage by a relevant cause.
- 2.78 Nothing in this contract requires us to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of –
- a) the property, or
 - b) the common parts that you are entitled to use under this contract.
- 2.79 Nothing in this contract imposes any liability on us if the property is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the property.
- 2.80 We are not obliged to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the property.
- 2.81 Our repairing obligations under this contract do not arise until we (or in the case of joint landlords, any one of us) becomes aware that works or repairs are necessary.
- 2.82 We have complied with our repairing obligations if we carry out the necessary works or repairs within a reasonable time after the day on which we become aware that they are necessary.
- 2.83 Where the property is part of a larger building then our repairing obligations under clauses 2.68 to 2.71 do not apply where those repairs require works in another part of the building which we do not have sufficient rights over to be able to carry out those works and are unable to obtain such rights after making a reasonable effort to do so.
- 2.84 If –
- a) the landlord (the “old landlord”) transfers the old landlord’s interest in the property to another person (the “new landlord”), and
 - b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply a repairing obligation under this contract,
- the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.
- 2.85 A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with a repairing obligation in this contract, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage but a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the property, or the sub-occupation contract is made, in accordance with this contract.

3.0 At the end of the contract

3.1 At the end of the contract you agree to:

- give up the property with full vacant possession;
- give up the property, the contents and our fixtures and fittings in as good a condition as at the start of the contract (apart from fair wear and tear) and free from rubbish;
- allow us or our agent to enter the property with a surveyor to perform an inspection;
- leave the contents in the same position they were in at the start of the contract;
- return to us all sets of keys and other security devices and pay the reasonable costs of having replacement locks or other security devices fitted if not;
- remove all personal belongings including food and other perishable items; and
- give us or our agent a forwarding address at the end of the contract for easy administration and communication between the parties, including easy return of the deposit.

3.2 You agree to allow us to erect a 'to let' or 'for sale' sign at the property during the contract's last two months.

3.3 At the end of the contract, you will be invited to a check-out inspection at a mutually agreed time to assess the property's condition compared to the original Inventory and Schedule of Condition. If you do not keep to this appointment, then you agree to pay us or our agent any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the property's condition by us or our agent will be final and binding.

3.4 Termination of this agreement ends the contract but does not release you from any outstanding obligations or from any obligation that you breached before termination.

3.5 ~~The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.~~

3.6 *The landlord will remove, store, sell or otherwise get rid of any furniture or goods that you do not remove from the property at the end of the contract. Normally we will store your furniture or goods for at least 14 days after the contract ends. However, we may dispose of any perishable, harmful or unpleasant items and any items that reasonably appear to us to be waste or refuse without having to store them. We may dispose of other items that have to be stored after this 14-day period if we reasonably think they are not worth selling because they are of little or no value (taking into account the likely costs and practicalities of a sale). We will not sell or get rid of remaining items without first contacting you to notify you, or if we cannot do so after taking reasonable steps to try to contact you. You are responsible for any reasonable costs we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods.*

4.0 Inventory & deposit

4.1 The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract.

4.2 The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

4.3 If you disagree with the information within the inventory, you may provide comments to the landlord.

4.4 Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.

4.5 Where comments are received by the landlord within 14 days, the landlord must either:

- a) amend the inventory in accordance with those comments and send the amended inventory to you, or
- b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or
- c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

4.6 We may not ask you for any form of security or deposit which is to be given in any form other than as money or a guarantee.

4.7 The deposit will be held by The Deposit Protection Service provided by Computershare Investor Services . Any

4.8 deposit paid by you must be dealt with in accordance with the rules of an authorised deposit protection scheme.

The DPS

4.9 We can transfer the deposit to another authorised deposit protection scheme or change the person who holds the deposit (unless it has been paid into an authorised custodial deposit protection scheme). If we do this, we will inform you in writing.

4.10 Within 30 days of receiving your deposit we must comply with the initial requirements of an authorised deposit protection scheme and give you and any other person who has paid the deposit on your behalf the information set out within the relevant regulations made by the Welsh Ministers in accordance with section 45 of the RHWA, setting out—

- a) the authorised deposit scheme which applies,
- b) our compliance with the initial requirements of the scheme, and
- c) the operation of Chapter 4 of Part 3 of the RHWA, including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

You will only receive interest on the deposit if it is paid into a custodial deposit scheme. If that happens, you will receive any interest that may be due under the scheme's terms and conditions.

4.11 You will get back the deposit when this contract ends and you leave the property, as long as you have kept to all the conditions of the agreement. If you do not do so, we may take from your deposit:

- any rent or other money due or payable by you under the agreement of which you have been made aware and which remains unpaid after the contract ends;
- the reasonable costs of compensating us for, or for rectifying or remedying, any breach by you of your obligations under the agreement, including those on the cleaning of the property or its fixtures and fittings and the removal or storage of any goods that you leave behind when the contract ends;
- any unpaid bills or charges for electricity, gas, phone, water, communication services and Council Tax incurred at the property that you are responsible for under the agreement if we have incurred a loss because you have not paid;
- any damage or compensation for damage to the property or its fixtures and fittings or for missing items for which you may be liable, subject to an allowance for fair wear and tear, the age and condition of any such item at the start of the contract, and any insured risks and repairs that are our responsibility.

4.12 If the deposit is not enough, you must pay us the extra amount needed to cover all costs, charges and expenses properly due.

4.13 If you are all content to appoint a lead contract-holder to manage the deposit, then

_____ is chosen to deal with the deposit on your behalf (jointly and separately) and on behalf of anyone who is not a contract-holder who paid towards the deposit. As soon as is practicable after the contract, we will return any deposit (less any agreed deductions or money still in dispute) directly to the lead contract-holder to be allocated as they see fit.

If no lead contract-holder is agreed, then as soon as is practicable after the end of the contract, we will return the deposit minus any agreed deductions or money still in dispute. A share of the deposit will go to each contract-holder or person paying towards the deposit individually. This share will be based on the amount of the deposit each of them paid at the start of the contract, less a share of any agreed deductions or money still in dispute.

4.14 If someone who is not a contract-holder has paid towards the deposit, you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the deposit are contract-holders.

Name	Address

5.0 Ending the contract

5.1 This contract may be ended only in accordance with —

- a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, or
- b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

5.2 Nothing in this paragraph affects —

- a) any right of the landlord or contract-holder to rescind the contract, or
- b) the operation of the law of frustration

- 5.3 If the landlord and you agree to end this contract, this contract ends —
- a) when you give up possession of the property in accordance with an agreement you make with the landlord, or
 - b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- 5.4 An occupation contract is a substitute contract if —
- a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - b) you were also the contract-holder under the original contract.
- 5.5 If the landlord commits a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.
- 5.6 If you are sole contract-holder, this contract ends —
- a) one month after your death, or
 - b) if earlier, when the landlord is given notice of your death by the authorised persons.
- 5.7 The authorised persons are —
- a) your personal representatives, or
 - b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- 5.8 The contract does not end if under section 74 (persons qualified to succeed) of the RHW A one or more persons are qualified to succeed you.
- 5.9 The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.
- 5.10 If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends —
- a) when the order ceases to have effect, or
 - b) if later, at the time the contract would end under paragraph 5.6 above.

Possession claims

5.11 The landlord may make a claim to the court for recovery of possession of the dwelling from you (“a possession claim”) only in the circumstances set out in Chapters 3 and 7 of Part 9 of the RHW A.

Possession notices

5.12 This paragraph applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim:

- a) paragraph 5.14 (in relation to a breach of contract by you);
- b) paragraph 5.20 (in relation to estate management grounds);
- c) paragraph 5.29 (in relation to serious rent arrears).

- 5.13 Any such notice must set out the ground on which the possession claim will be made and must also:
- a) state the landlord's intention to make a possession claim,
 - b) give particulars of the ground for seeking possession, and
 - c) state the date after which the landlord is able to make a possession claim.

Termination by the landlord: grounds for making a possession claim

Breach of contract

5.14 If you breach this contract, the landlord may on that ground make a possession claim.

5.15 Section 209 of the RHWA provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the RHWA).

Restrictions on making a possession claim in relation to a breach of contract

5.16 Before making a possession claim on the ground in paragraph 5.14, the landlord must give you a possession notice specifying that ground.

5.17 The landlord may make a possession claim in reliance on a anti-social behaviour and other prohibited conduct on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

5.18 The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

5.19 In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

Estate management grounds

5.20 The landlord may make a possession claim on one or more of the estate management grounds.

5.21 The estate management grounds (which are set out in Part 1 of Schedule 8 to the RHWA) are included in the Annex to this contract.

5.22 Section 210 of the RHWA provides that the court may not make an order for possession on an estate management ground unless:

- a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the RHWA), and
- b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the RHWA) is available to you (or will be available to you when the order takes effect).

5.23 If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling unless the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under the estate management grounds

5.24 Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.

5.25 The landlord may not make the claim —

- a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
- b) after the end of the period of six months starting with that day.

5.26 If a redevelopment scheme is approved under Part 2 of Schedule 8 to the RHWA subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

5.27 The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —

- a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
- b) after the end of the period of twelve months starting with that day.

5.28 The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

Serious rent arrears

5.29 If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

You are seriously in arrears with your rent:

- a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- b) where the rental period is a month, if at least two months' rent is unpaid;
- c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
- d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

5.30 Section 216 of the RHWA provides that the court must (subject to any available defence based on your Convention rights) make an order for possession of the dwelling if it is satisfied that you —

- a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and
- b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

Restrictions on making a possession claim for serious rent arrears

5.31 Before making a possession claim on the ground of serious rent arrears, the landlord must give you a possession notice specifying that ground.

5.32 The landlord may not make the claim:

- a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
- b) after the end of the period of six months starting with that day.

Effect of order for possession

5.33 If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends:

- a) if you give up possession of the dwelling on or before that date, on that date,
- b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
- c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

5.34 If:

- a) it is a condition of the court order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
- b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract;

then this contract ends immediately before the occupation date of the new contract.

Ending the Contract Early

5.35 You may end this contract at any time before the earlier of:

- a) the landlord giving you a written statement of this contract, or
- b) the date the contract first allows you to occupy the property.

5.36 To end this contract under paragraph 5.35 of this term, you must give a notice to the landlord stating that you are ending this contract.

5.37 On giving the notice to the landlord, you:

- a) cease to have any liability under this contract, and
- b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

5.38 If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

6.0 Conditions specific to a house in multiple occupation (HMO)

6.1 You, permitted occupiers, and any guests you bring to the property must not impede us, our contractors or our agent in performing the duties imposed on us by legislation or a licence condition (if one applies). To avoid doubt, this includes refusing us, our contractors or our agent access at reasonable times to perform management duties.

6.2 You must ensure that any rubbish and recyclable waste is stored and disposed of in the appropriate container as instructed by the local authority.

6.2.1 *You must keep the exterior free from rubbish and place all refuse containers etc in the allocated space for collection on the day of collection*

6.3 You must inform us if the containers that we or the local authority have provided for waste disposal are insufficient to store all the waste from the property.

6.4 You must give us any reasonable information that we, our agent or the local authority require to perform HMO management duties.

6.5 You must comply with any reasonable requests or instructions that we, our agent or the local authority make to you in performing HMO management duties.

7.0 Variation

7.1 This contract may not be varied except —

- a) by agreement between you and the landlord, or
- b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

7.2 The fundamental terms of this contract set out in paragraph 7.3 below, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

7.3 The fundamental terms to which paragraph 7.2 applies are:

- a) requirement to use deposit scheme,
- b) anti-social behaviour and other prohibited conduct,
- c) joint contract-holder ceasing to be a party to the occupation contract,
- d) permissible termination,
- e) death of sole contract-holder,
- f) possession claims,
- g) paragraph 7, and
- i) paragraph 9.

7.4 A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect —

- a) unless as a result of the variation —
 - (i) the fundamental provision which the term incorporates is incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;
- b) if the variation (regardless of whether it is within paragraph 7.4(a)) would render the fundamental term incompatible with a fundamental term set out in paragraph 7.3.

7.5 A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

7.6 Paragraph 7.5 of this term does not apply to a variation made by or as a result of an enactment.

8.0 Written statements

8.1 The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.

8.2 If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with—

- a) the day on which the identity of the contract-holder changes, or
- b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

8.3 The landlord may not charge a fee for providing a written statement under paragraphs 8.1 or 8.2.

8.4 You may request a further written statement of this contract at any time but the landlord may charge a reasonable fee for providing a further written statement.

8.5 The landlord must give you the further written statement before the end of the period of 14 days starting with:

- a) the day of the request, or
- b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation

8.6 If this contract is varied the landlord must, before the end of the relevant period, give you:

- a) a written statement of the term or terms varied, or
- b) a written statement of this contract as varied.

8.7 The relevant period is the period of 14 days starting with the day on which this contract is varied.

8.8 The landlord may not charge a fee for providing a written statement for a variation of the contract.

Provision of information by landlord about the landlord

8.9 The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.

8.10 If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

8.11 If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for failure to give information

8.12 If the landlord fails to comply with an obligation under paragraph 8.0, the landlord is liable to pay you compensation under section 87 of the Act.

8.13 The compensation is payable in respect of the relevant date and every day after the relevant date until —

- a) the day on which the landlord gives the notice in question, or
- b) if earlier, the last day of the period of two months starting with the relevant date.

8.14 Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph 8.13(b).

8.15 The interest starts to run on the day referred to in paragraph 8.13(b) at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

8.16 The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

9.0 False statement inducing landlord to make contract to be treated as breach of conduct

9.1 If the landlord is induced to make this contract by means of a false statement made knowingly or recklessly by you or by someone acting at your instigation:

- a) you are to be treated as being in breach of this contract, and
- b) the landlord may accordingly make a possession claim on the basis of breach of contract.

10.0 Forms of notices etc.

10.1 Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.

10.2 Sections 236 and 237 of the RHWA make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

10.3 Any notice required by this agreement or the RHWA to be served on the contract-holder will be sufficiently served if it is sent by first-class post or delivered by hand to the property addressed to the contract-holder and will be deemed served the next working day after posting or leaving at the property.

11.0 Passing notices etc. to the landlord

11.3 You must:

- a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
- b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

12.0 Periodic Contract

12.1 At the end of the fixed term set out in this contract if you continue to occupy the property the contract will become a periodic standard contract on the same terms and conditions as set out in this agreement save for the term which will progress from rental period to rental period and the rent which may be increased in line with section 123 of the RHWA. **The following paragraphs will also apply but only during a periodic contract.**

12.2 If you are a joint contract holder, you may withdraw from this contract by giving us a notice (a "withdrawal notice"). That notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date"). This contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

12.3 You must give a written warning to the other joint contract holders when you give a withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.

12.4 We must give a written warning to the other joint contract-holders as soon as reasonably practicable after we receive the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

12.5 You will cease to be a party to this contract on the withdrawal date.

12.6 A notice given to us by one or more (but not all) of the joint contract-holders that purports to be a notice under clause 12.2 is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date. Clause 12.3 does not apply to a notice which is treated as a withdrawal notice.

12.7 The minimum time period between the date on which a notice under clause 12.2 is given to us, and the date specified in the notice, is ~~one~~ two months.

12.8 All the contract holders acting jointly may end this contract by giving us not less than four week's notice that you will give up possession of the property on a date specified in the notice.

- 12.9 If you give up possession of the dwelling on or before the date specified in a notice under clause 12.8, this contract ends on the date specified in the notice. If you give up possession of the dwelling after that date but in connection with the notice, this contract ends on the day on which you give up possession of the dwelling, or if an order for possession is made, on the date determined in accordance with clause 5.33.
- 12.10 A notice under clause 12.8 ceases to have effect if, before this contract ends you withdraw the notice by further notice to us, and we do not object to the withdrawal in writing before the end of a reasonable period.
- 12.11 We may end this contract by giving you not less than six months' notice that you must give up possession of the property on a date specified in the notice.
- 12.12 If we have given you notice under clause 12.11 and then withdrawn that notice then we may not give a further such notice to you before the end of the period of six months starting with the day on which the first notice was withdrawn, save that we may give one further notice under clause 12.11 to you during the period of 28 days starting with the day on which the first notice was given.
- 12.13 If we have given you notice under clause 12.11 and the period for making a possession claim on the basis of that notice has ended without us having made such a claim then we may not give another notice under clause 12.11 to you before the end of the period of six months starting with the last day of the period before the end of which we could have made the claim.
- 12.14 If we give you a notice under clause 12.11, we may on that ground make a possession claim. Section 215 of the RHWA provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies and subject to any available defence based on your Convention rights.
- 12.15 We may not make a possession claim on the basis of clause 12.14 before the date specified in the notice given by us in clause 12.11 or after the end of the period of two months starting with the date specified in a notice under clause 12.11.
- 12.16 If you give up possession of the property on or before the date specified in a notice under clause 12.11, this contract ends on the date specified in the notice. If you give up possession of the dwelling after that date but in connection with the notice, this contract ends on the day on which you give up possession of the dwelling, or, if an order for possession is made, on the date determined in accordance with clause 5.33.
- 12.17 A notice under clause 12.11 ceases to have effect if before the contract ends, and during the period of 28 days starting with the day on which the notice was given, we withdraw the notice by giving further notice to you, or before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given we withdraw the notice by giving further notice to you, and you do not object to the withdrawal in writing before the end of a reasonable period.
- 12.18 We may not give notice under clause 12.11 before the end of the period of six months starting with the occupation date of this contract. However, if this contract is a substitute occupation contract, the landlord may not give notice under clause 12.11 before the end of the period of six months starting with the occupation date of the original contract.
- 12.19 For the purposes of clause 12.17
- (a) an occupation contract is a substitute occupation contract if —
 - (i) the occupation date of this contract falls immediately after the end of a preceding occupation contract,
 - (ii) immediately before the occupation date of this contract you were a contract-holder under the preceding contract and we were a landlord under the preceding contract, and
 - (iii) this contract relates to the same (or substantially the same) dwelling as the preceding contract, and
 - (b) "original contract" means —
 - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- 12.20 If we have previously made a claim for possession under clause 12.14 and the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the RHWA) then we may not give another notice under clause 12.11 to you before the end of the period of six months starting with the day on which the court refused to make an order for possession.
- 12.21 We may not give notice under clause 12.11 at a time when —
- (a) you have not been given a written statement of the contract under clause 8, or
 - (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under clause 8.
- 12.22 If we have failed to comply with clause 8 then we may not give notice under clause 12.11 during the period of six months starting with the day on which we gave a written statement of this contract to you.
- 12.23 We may not give notice under clause 12.11 at a time when we have not provided a notice in accordance with the landlord's duty to provide information under clause 8.9.

12.24 We may not give notice under clause 12.11 at a time when we have not complied with regulation 6(5) of the Energy Performance of Buildings (England and Wales) Regulations 2012. For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations).

12.25 We may not give notice under clause 12.11 at a time when security required by us in connection with the contract in a form not permitted by clause 4.6 has not been returned to the person by whom it was given.

12.26 We may not give notice under clause 12.11 if:

- (a) a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with;
- (b) a deposit has been paid in connection with this contract but we have not provided the information required by clause 4.10; or
- (c) a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.

Unless —

- (a) a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or
- (b) an application to the county court has been made under paragraph 2 of Schedule 5 to the RHWA and has been determined by the county court, withdrawn, or settled by agreement between the parties.

12.27 We may not give a notice under clause 12.11 at a time when —

- (a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and
- (b) that prohibited payment has not been repaid.

12.28 We may not give a notice at a time when —

- (a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and
- (b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

12.29 In determining for the purposes of clauses 12.27 and 12.28 whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following —

- (a) a payment of rent under this contract;
- (b) a payment required as security in respect of this contract.

12.30 We may not give notice under clause 12.11 at a time when —

- (a) the property is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling) and as a result, we are required under Part 4 of the Act to take steps to stop the property from being treated as unfit for human habitation by virtue of that regulation;
- (b) the property is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to obtain an electrical condition report, or to give the contract-holder such a report or written confirmation of certain other electrical work) and as a result, we are required under Part 4 of the Act to take steps to stop the property from being treated as unfit for human habitation by virtue of that regulation.

12.31 We may not give notice under clause 12.11 at a time when we have not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety (Installation and Use) Regulations 1998. For the purposes of this clause we are to be treated as in compliance with the provision in question at any time when—

- (a) we have ensured that you have been given, or (as the case may be) there is displayed in a prominent position in the property, a copy of the applicable gas safety record, and
- (b) that record is valid.

12.32 For the purposes of clause 12.31, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

12.33 We may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice. The period between the day on which the notice is given to you and the specified date may not be less than two months. The first notice to increase the rent may specify any date but any subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

12.34 Where consideration other than rent is payable under this contract, the amount of consideration may be varied —

- (a) by agreement between us and you, or
- (b) by us in accordance with clause 12.35.

12.35 We may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice. The period between the day on which the notice is given to you and the specified date may not be less than two months. The first such notice may specify any date but subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

Signed as an agreement

Between us, the landlord

Signature _____

Name of signatory _____

Date _____

And you, the contract-holder

Name	Signature	Date

ANNEX

ESTATE MANAGEMENT GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within a reasonable time of obtaining possession of the dwelling—
- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
 - (b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

- 2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.
- (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
- (3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

- 3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
- (2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
- (3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

- 4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—
- (a) there is no longer such a person living in the dwelling, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

- 5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—
- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).
- (2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

- 6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—
- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
 - (b) there is no longer a person with those special needs living in the dwelling, and

- (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

- 8 (1) This ground arises if the first condition and the second condition are met.
 - (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
 - (a) section 111, 130 or 138 (withdrawal), or
 - (b) section 225, 227 or 230 (exclusion).
 - (3) The second condition is that—
 - (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

- 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
 - (2) An estate management reason may, in particular, relate to—
 - (a) all or part of the dwelling, or
 - (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.



PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

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

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

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

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

Tenancy details

Tenancy address:

Deposit amount:

Landlord or letting agent's details:

Name:	
Address:	
Telephone:	
Email:	
Fax:	

Contact details

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

by post:

The DPS
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Call:

0330 303 0030

Email:

contactus@depositprotection.com

Website:

www.depositprotection.com

How the scheme works

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

Please see section 3 of The DPS Custodial Terms and Conditions

Deposit repayment

Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.

Please see section 14-19 of *The DPS Custodial Terms and Conditions*

Deposit disputes

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

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

When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

Please see section 20-23 of *The DPS Custodial Terms and Conditions*

Tenant details

Add this information for all tenants in the tenancy.

	Tenant 1	Tenant 2	Tenant 3	Tenant 4	Tenant 5
Name:					
Address:					
Telephone:					
Email:					
Fax:					
Contact address to be used by The Landlord at the end of the tenancy:					

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy.

Tenant details Continued

Add this information for all tenants in the tenancy.

	Tenant 6	Tenant 7	Tenant 8	Tenant 9	Tenant 10
Name:					
Address:					
Telephone;					
Email:					
Fax:					
Contact address to be used by The Landlord at the end of the tenancy:					

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy.

Details of third parties paying the deposit

If the deposit is being paid by a third party, record their details here. If additional third parties are paying the deposit, please record their details on a separate sheet and attach it to this document

Name of third party making the payment:	
Address:	
Telephone:	
Email:	

Circumstances when all or part of the deposit may be retained by the landlord or letting agent

For details of the circumstances when the landlord or letting agent may retain part or all of the deposit, please refer to the following clauses of the tenancy agreement.

Please insert relevant clauses from your tenancy agreement here.

2.16.1, 4.0 (and associated sub-clauses)

I/We (being the landlord or letting agent) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief

Landlord(s):	Signature(s):
Dated:	

All tenants at the tenancy should sign this form and send a copy to their landlord or letting agent.

Tenant(s):	Signature(s):
Dated:	

Continued over page...

All tenants at the tenancy should sign this form and send a copy to their landlord or letting agent.

Tenant(s):	Signature(s):
Dated:	

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

1. Definitions and Explanations of commonly used terms

Adjudication

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

Adjudicator

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

Assured Shorthold Tenancy

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

Calendar Day

A Calendar Day is any day of the week.

Custodial Scheme (or Scheme)

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

Customer Service Centre

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

Decision

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

Deposit

This is the money a Tenant gives to their Landlord under the Tenancy Agreement or in connection with the tenancy, who then pays it to us for safe keeping. The Deposit is used as a security against a breach of the Tenant's obligations under the Tenancy Agreement, for example, failure to keep the Property in good repair and failure to pay the rent. Deposits in relation to Assured Shorthold Tenancies are limited to 5 weeks' rent where the annual rent is less than £50,000, or 6 weeks' rent where the annual rent is £50,000 or over.

Deposit ID

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

Dispute

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

Dispute Resolution Service

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

Enhanced Authentication

This is an optional service for Landlords and Tenants which requires a 6 digit code to be entered via the online service to enable specific changes or transactions.

Form(s)

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

Initial Requirements

The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004 or section 45(2)(a) of The Renting Homes (Wales) Act 2016. They are:

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

Joint Tenancy

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

Joint Tenants

The Tenants in a Joint Tenancy.

Landlord

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

Landlord ID

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

Letting Agent

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

Nominated Tenant

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

Organisation

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

Parties

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

Prescribed Information

This is the information which must be provided by the Landlord to the Tenant in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007 or the required information which must be provided by the Landlord to the Tenant in accordance with section 45(2)(b) of The Renting Homes (Wales) Act 2016.

Property

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

Relevant Person

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

Sole Tenancy

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

SMS

Means short message service otherwise known as text messaging service.

Statutory Declaration

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

Statutory Declaration Notice

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

Statutory Declaration Process

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

Tenancy

This is an Assured Shorthold Tenancy of a Property under which a Deposit is protected with us, or an occupation contract for the purposes of The Renting Homes (Wales) Act 2016 (an "**Occupation Contract**"), or another type of tenancy under which we at our sole discretion agree to protect a Deposit on these Terms and Conditions as if the Deposit related to an Assured Shorthold Tenancy.

Tenancy Agreement

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

Tenant

This is the Tenant of a Tenancy (which includes a contract-holder for the purposes of the Renting Homes (Wales) Act 2016).

The Department for Levelling Up, Housing & Communities ('DLUHC')

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

The Deposit Protection Service ('The DPS')

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

Transfer

A Transfer can be:

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

Working Day

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

2. Information about the Scheme for you

a. These are our Terms and Conditions which govern how we provide the Scheme.

From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.

b. The ways you can contact us are set out in section 4 "Ways to Contact us".

c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".

d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.

e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.

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

3. How our Custodial Scheme works

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

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

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

- c. At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:
- the amount of the Deposit that should be repaid to the Landlord with reasons; and
 - the amount of the Deposit that should be repaid to the Tenant with reasons.
- d. If the Landlord and the Tenant agree, we will pay out the amount the Landlord and Tenant agree should be repaid to each of them as detailed on the repayment Form or online submission.
- e. If there is a Dispute regarding the repayment of part or all of the Deposit, it will be referred to our Dispute Resolution Service, unless we are instructed otherwise in writing.
- f. If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be suspended until we are notified that both Parties do wish to use the Dispute Resolution Service, or we are informed that the Parties have reached agreement as to distribution of the Deposit, or we are presented with a court order relating to repayment of the Deposit in accordance with section 24.
- g. The Landlord or Tenant may follow the Statutory Declaration Process if they have no current address for the other Party or if the other Party fails to respond to a written notice from the claiming Party claiming some or all of the Deposit within 14 Calendar Days of the date of the notice.
- 4. Ways to contact us**
- a. The Online Service**
- Landlords can register online and anyone using our Service can complete submissions online by visiting www.depositprotection.com.
 - Parties can also communicate with us by visiting the 'Contact' section at www.depositprotection.com.
 - If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.
 - Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.
- b. Customer Service Centre**
- The Customer Service Centre is available to:
- help Landlords, Letting Agents and Tenants to use the Scheme;
 - process requests for Forms;
 - manage new registrations of Landlords and Letting Agents; and
 - process requests for repayment and responses. We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.
- c. Paper Based Service**
- If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.
 - Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.
- 5. How to create an account**
- I. Landlords**
- a. When a Landlord creates an account with us, all information provided must be up-to-date and correct.
- b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:
- the Landlord's first name, surname and title;
 - the Landlord's contact address including the town, country and postcode;
 - at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and
 - a valid email address for the Landlord (if creating an account online).
- c. Letting Agents and Organisations must provide the following mandatory pieces of information:
- the full name and title of the Letting Agent or Organisation's primary contact;
 - the full name or company name of the Letting Agent or Organisation;
 - the contact address of the Letting Agent or Organisation;
 - at least one contact telephone number for the Letting Agent or Organisation; and
 - a valid email address for the Letting Agent.
- d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.
- e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.
- f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.
- g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.
- h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for seven days.
- i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.
- j. Landlords must enter their registered email address and password for the following:
- to log into their online account;
 - to access all the information we store that relates to them;
 - to update any such data;
- to pay a new Deposit to us;
 - to perform any actions during a Tenancy;
 - to manage their Deposits; and
 - to instigate the Deposit repayment process.
- k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:
- their unique Landlord ID. This will also be provided over the telephone; and
 - The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.
- l. Landlords may opt to apply Enhanced Authentication to their account. If a Landlord opts for Enhanced Authentication, they may only enable the following changes or transactions if they enter a 6 digit code to the online service which we will provide to the Landlord's email address or mobile phone via SMS:
- Changes to contact details (name, address, telephone number, email address) under section 13;
 - Initiating a Landlord Repayment Request under section 16;
 - Changing the Tenants in a Tenancy under section 13.II; and
 - Changing the Landlord in a Tenancy under section 13. I.
- II. Tenants**
- a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.
- b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.
- c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
- d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.
- e. Tenants must enter their registered email address and password for the following:
- to log in to their online account;
 - to access all the information we store that relates to them;
 - to update any such data; and
 - to instigate the Deposit repayment process.
- f. Tenants may opt to apply Enhanced Authentication to their account. If a Tenant opts for Enhanced Authentication they may only enable the following changes or transactions if they enter a 6 digit code to the online service which we will provide to the Tenant's email address or mobile phone via SMS:
- Changes to contact details (name, address, telephone number, email address) under section 13; and
 - Initiating a Tenant Repayment Request under section 17.
- 6. Adding a Property**
- Landlords can add a Property or multiple Properties in their online account before submitting any Deposits to us.
- 7. Creating a Tenancy**
- a. Landlords can create a Tenancy in their online account before submitting any Deposits.
- b. To create a Tenancy, a Landlord must provide a name together with a contact mobile telephone number or email address for any Tenants and an email address for any Relevant Person.
- c. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).
- 8. Joint Tenancies and Third Parties (Nominated Tenant)**
- a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:
- the Deposit repayment process;
 - any Statutory Declaration;
 - the provision of Tenant's evidence; or
 - any other relevant Form or submission.
- b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.
- c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
- d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
- e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:

- i. complete the Deposit Submission Form;
 - ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and
 - iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
- f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.
- g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
- h. If no Joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

9. Initial Requirements

Sections 10 (Deposit Submission) and 11 (Payment Options) of these Terms and Conditions comprise the Initial Requirements for the purposes of the Housing Act 2004 or section 45(2)(a) of the Renting Homes (Wales) Act 2016.

10. Deposit Submission

- a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at www.depositprotection.com or with a Cheque Deposit Submission Form sent to us by post.
- b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.
- c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.
- d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy, subject to the limitations as defined in the 'Deposit' definition within Section 1 of these terms and conditions.
- e. If Landlords create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.
- f. It is a Landlord's sole responsibility to ensure that a Deposit complies with the Tenant Fees Act 2019. We shall not be responsible to Tenants or Landlords if a Deposit does not comply with the Tenant Fees Act 2019.

11. Payment options

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

I. Bank Transfers

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

II. Debit card payments

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

III. Cheque payments

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

12. What happens after the Deposit has been protected?

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

13. Making changes to your account

- a. Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.
- b. Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.
- c. If either a Landlord or a Tenant has opted for Enhanced Authentication they will have to enter a 6 digit code in order to make these changes. We will provide that code to the Landlord or Tenant's email address or mobile phone via SMS.

I. Changing the Landlord of a Tenancy

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

II. Changing Tenants in a Tenancy

- a. A change of Tenant process should only be used:
 - i. when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
 - ii. when a Tenant is leaving a Joint Tenancy and a new Tenant is being added to a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy; or
 - iii. when a new Tenant is being added to a Joint Tenancy only.
- b. Landlords will be able to add or remove Tenants from a Tenancy via their online account.
- c. If a Landlord has opted for Enhanced Authentication they will have to enter a 6 digit code in order to add or remove Tenants from a Tenancy. We will provide that code to the Landlord or Tenant's email address or mobile phone via SMS.
- d. When a Landlord seeks to add or remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account or via a phone call to our Customer Service Centre, we will send confirmation of that change by email, SMS or post to:
 - i. the Landlord, Letting Agent or Organisation in respect of the Property;
 - ii. the Tenants who will continue to reside in the Property;
 - iii. any incoming Tenants; and
 - iv. any outgoing Tenants.
- e. We will advise all Tenants that if they do not want us to make the changes that the Landlord has requested that they must call us via the Customer Service Centre on 0330 303 0033 within 9 days. If no Tenants contact us, we will complete the removal as the Landlord has requested.
- f. We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is completed.
- g. Where a Tenant is removed from a Joint Tenancy it is the remaining Tenants' responsibility to arrange any payments to an outgoing Tenant or Relevant Person.

III. Scheme Transfers

- a. If a Landlord wants to transfer a Deposit we are protecting to another Scheme, they can email their request to support@depositprotection.com. They will need to send a list of all the Deposits they want to transfer. They also need to send us the details of the Scheme to which we should transfer the Deposits.
- b. If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:

- i. transfer the relevant Deposit monies directly to the other Scheme;
 - ii. send the other Scheme a list of all details of the Deposits we have transferred; and
 - iii. close the relevant Deposits and Tenancies on the Landlord's online account.
- c. We reserve the right to make further enquiries of any Landlord on receipt of a request to transfer Deposits to another Scheme.

14. Deposit repayment - General

- a. We will not release any part of the Deposit unless:
- i. all Parties have agreed to us doing so; or
 - ii. there is an undisputed Statutory Declaration claim; or
 - iii. there is a Decision from an Adjudicator; or
 - iv. we are passed a court order which refers specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or
 - v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.
- b. We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us, either online or by calling the Customer Service Centre.
- c. Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.
- d. If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.
- e. Repayments can be either:
- i. wholly agreed (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
 - ii. partially agreed (the Parties agree on the repayment of part only of the Deposit and a Dispute exists in relation to the balance); or
 - iii. disputed (there is a Dispute as to how the entire Deposit should be repaid).
- f. Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.
- g. Repayment of all or part of the Deposit will be made either by:
- i. direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;
 - ii. Sterling cheque; or
 - iii. a combination of the two methods in accordance with the Parties' direction.
- h. Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.
- i. Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.
- j. We will provide confirmation of the amount of the repayment paid to each Party to:
- i. the Landlord; and
 - ii. all the Tenants.
- k. Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.
- l. Landlords can choose to store their bank details on the online system at point of repayment. If you choose to store your bank details they will be used for all future repayments to you unless you change them on the online service using Enhanced Authentication or by calling us on 0330 303 0033. If you choose to store your bank details with us you will not be prompted to enter your bank details each time you start or respond to a claim.

15. Deposit Repayment - Requests

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

16. Landlord Repayment Requests

I. Whole Deposit returned to Tenants

- a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
- i. log into your online account; and
 - ii. if you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to instruct this. We will provide that code to your email address or mobile phone via SMS;
 - iii. confirm that you wish to make a full repayment of the Deposit to the Tenant.
- b. We will notify all Tenants of the Landlord's full repayment request.
- c. If you are a Tenant responding to a Landlord's full repayment request you must:
- i. log into your online account;
 - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
 - iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
 - iv. confirm your instructions for repayment.
- d. We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.
- e. We will confirm repayment to all Parties in writing.

II. Landlord making Deductions from Deposit

- a. If you are a Landlord, and you wish to make deductions from the Deposit you must: The Deposit Protection Service Custodial Terms and Conditions
- i. log into your account;
 - ii. if you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to instruct this. We will provide that code to your email address or mobile phone via SMS;
 - iii. tell us the amount of each deduction you wish to make from the Deposit; and
 - iv. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.

- b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.

- c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:

- i. log into your online account;
- ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
- iii. agree or disagree with each claim for deductions made by the Landlord;
- iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
- v. if you do not agree to pay any sums from the Deposit to the Landlord you must reject the claim in full; and
- vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person.

- d. If you are a Landlord, and your claim is rejected and you still wish to make deductions from the Deposit you must:

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

- e. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.

- f. If you are a Tenant, responding to a Landlord repayment request with deductions you must:

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

- g. If any sum from the Deposit is not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.

- h. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.

- i. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.

- j. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.

- k. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

- a. A Tenant can submit a Deposit return request. If you are a Tenant you must:

- i. log into your online account;
- ii. If you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to make this request. We will provide that code to your email address or mobile phone via SMS.
- iii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
- iv. confirm the amount you believe is due to each Tenant and any Relevant Person;
- v. confirm any deductions to be paid to the Landlord;
- vi. provide any reasons for each deduction to be paid to the Landlord;
- vii. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
- viii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

- b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.

- c. If you are the Landlord responding to a Tenant's Deposit return request you must:
 - i. log into your online account; and
 - ii. agree or disagree with the repayment claim made by the Nominated Tenant;
 - iii. confirm the amount you believe is due to the Landlord with reasons;
 - iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
 - v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
- d. If the Landlord:
 - i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
 - ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

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

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

19. The Statutory Declaration Process

a. When can it be used?

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

II. The Statutory Declaration Process

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

this case a copy of the written notice sent to the other Party must be attached. If a repayment claim has been sent to the other Party via the online service, this will be deemed written notice, evidence of which does not need to be attached.

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

III. Statutory Declaration Process – Statutory Declaration Notice and Resolution

- a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:
 - i. whether they accept that the claiming Party should be paid the whole of the amount claimed;
 - ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and
 - iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.
- b. The Party who receives the Statutory Declaration Notice must complete it and return it to us so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). The responding Party can also submit their response via the online service by logging into their online account or by calling our Customer Service Contact Centre by the Statutory Declaration Notice deadline. They must indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice by post, via the online service or via a call to the Customer Service Contact Centre within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.
- c. If the receiving Party completes and returns or responds to the Statutory Declaration Notice so that we receive it or their response within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.
- d. If the other Party completes and returns or responds to the Statutory Declaration Notice so that we receive it or their response before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming Party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and will request evidence from both the other Party and the claiming Party in relation to the dispute. Where users do not have an online account we will provide a summary of the other Party's Statutory Declaration Notice.
- e. Details of the other Party's rejection reason(s) can be viewed via the claiming Party's online account. Once we have issued the request for evidence both Parties will have 14 Calendar Days from the date of issue to respond.
- f. If the other Party completes and returns or responds to the Statutory Declaration Notice so that we receive it or their response within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consent to the use of our Dispute Resolution Service.
- g. At the end of the 14 days, the case will be referred to an Adjudicator (see Adjudication at section 23 below).
- h. We will release any undisputed amount to the Party or Parties concerned.
- i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.

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

- a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
- b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
- c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
- d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
- e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.

- f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
- g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
- h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.
- i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
- k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
- l. A Dispute must not be the subject of an existing court action.
- m. The Adjudicator will not make an award in relation to damage caused by fair wear and tear only.
- n. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
- they relate to matters other than the return of the Deposit; and/or
 - either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
 - the Dispute is not suitable for resolution via the Dispute Resolution because for example the facts and matters are unduly complicated and more suitable for a Court to decide upon and/or
 - the issues raised have already been decided upon by a court and an order in accordance with section 24(a) has been made by the Court;
- o. The Adjudicator may also reject Disputes which, in their reasonable opinion:
- are being pursued in an unreasonable manner;
 - are frivolous;
 - are vexatious; and/or
 - seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
- p. Landlords and Tenants can only make evidence submissions when requested to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We cannot receive evidence in external cloud storage. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We reserve the right to refuse to pass any evidence to the adjudicator after the date for submission of evidence has passed. We also reserve the right to return any physical evidence received before a Dispute is formally commenced to the party sending it.
- q. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy or an Occupation Contract, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater for the administration of the Dispute. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
- r. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or when the Deposit is £5,000 or more in amount.
- 21. Repayment Request – Collection of evidence**
- a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
- b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.
- c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.
- d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.
- 22. Dispute Evidence – the details**
- a. The Landlord's evidence should include, but is not limited to the following:
- a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
 - the signed check-in inventory and schedule of condition;
 - vacating instructions;
 - the signed check-out inventory and schedule of condition;
 - a signed and legally-compliant written Tenancy Agreement;
 - 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;
 - a statement of the rent account, if relevant;
 - if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - any other relevant information including photographs, DVDs, correspondence or receipts; and
- confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
- b. The Tenant's evidence should include, but is not limited to the following:
- the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
 - any other relevant information including photographs, DVDs, correspondence or receipts.
- c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
- d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
- e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
- f. Following receipt of each Party's evidence, we may request extra information or clarification.
- g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.
- 23. The Adjudication**
- a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
- the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
 - the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
 - any extra evidence from the Landlord or the Tenant.
- b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.
- c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.
- d. The Adjudicator may:
- make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
 - carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
 - stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.
- e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
- f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
- g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.
- h. We will make any payment to either Party within 10 Calendar Days of the Decision.
- i. We will make payments according to the method specified by the relevant Parties.
- j. The Adjudicator may take the initiative in ascertaining the facts and the law.
- k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
- l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.
- 24. Court Orders**
- a. If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:
- it refers to the Deposit and/or The DPS as the Scheme administrator; and
 - it specifies how much of the Deposit should be paid to the successful Party.
- b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained or the matter may be referred to our Dispute Resolution Service in accordance with Section 20 of these terms and conditions for a Decision, before we can release the Deposit.
- 25. Costs**
- All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:
- for processing a payment to an overseas bank account we charge £25.89; and
 - where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.
- 26. Confidentiality**
- a. Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.
- b. By agreeing to use our Dispute Resolution Service, you give us permission to gather and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.
- 27. Keeping your data safe**
- The following are data security Terms and Conditions which are specific to our Custodial Scheme:
- if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
 - if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.
 - in order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.

28. Liability

- a. We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.
- b. We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.
- c. Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
- d. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate us for any such loss or damage.
- e. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- f. You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID, log in details or 6 digit code for Enhanced Authentication have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.
- g. Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
- h. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
- i. We do not accept liability for the actions of any third parties including Letting Agents.

29. Complaints

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

30. Service Availability

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

31. Online Security

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

- h. Whilst your connection to the online service is encrypted you should note that email communications are not necessarily secure and there is always a risk that email messages may be intercepted or tampered with. By registering for and using this service, you acknowledge that these risks exist and that confidentiality cannot always be assured.

- i. Any bank details which are stored on the online system will be encrypted.

32. Privacy Policy

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

33. Intellectual Property

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

34. General

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

35. Governing Law

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

36. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. To speak to us, call: 0330 303 0033. To send us an email message, visit the 'Contact' section at www.depositprotection.com.

Mutual Agreement on Ending of Occupational Contract

Property

This agreement relates to the Fixed Term Standard Contract dated [_____]
between Sheila and Chezhan Properties and the undersigned contract holders

We, the contract holders at this address agree that we wish to end the occupational
Contract and vacate the property at the end of the fixed term specified in the contract,
on

Name of the tenants

Signature

Date

1

2

3

4

5

6

7

8

Signed on behalf of Sheila and Chezhan Properties

Sources of Additional Information

There is a range of additional information available to you in support of your rental agreement, and to help you during your time in your property.

We aim to provide much of this information through our website www.hafanstudent.co.uk, but there are some further documents that we are required to provide you with as part of your agreement with us

Statutory information

The following statutory information will be available for reference at any time on our website at hafanstudent.co.uk/occupiers

- Gas Safety Certificate
- Electrical Installation Condition Report
- Energy Performance Certificate
- Inventory and Schedule of Condition
- Smoke Alarm / Carbon Monoxide Alarm compliance statement

Reference Documents referred to in this documents pack

The following statutory information will be available for reference at any time on our website at hafanstudent.co.uk/faqs

- Fair use policy for inclusive contracts
- Charges

Additional Forms

The following forms must also be completed by each individual completing this contract and are available for download at any time on our website at hafanstudent.co.uk/forms

- Student Information Form
- Guarantor Form

Privacy Notice

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how I/we will handle your information.

Who am I?

Sheil and Chezian Properties at Bryn Coed, Castle Road, Chirk LL14 5BS “we” or “us”) take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25th May 2018, together with any domestic laws subsequently enacted.

Any questions relating to this notice and our privacy practices should be sent to info@hafanstudent.co.uk

How we collect information from you and what information I collect

We collect information about you:

- From your application for accommodation and forms completed in support of that application

We collect some or all of the following information about you:

- Prospective tenants and/or guarantor names, email address, date of birth, address (including any previous addresses, relationship to other prospective tenants, employment status, name of university or college where you are studying (if applicable));
- Tenant name, email address, telephone number, Date of Birth, address (including any previous addresses), marital status, National Insurance Number, nationality, next of kin, name of university or college where you are studying (if applicable), the name of friends that you are staying with (if applicable);
- Guarantor name, e-mail address, telephone number, Date of Birth, address (including any previous addresses), marital status, National Insurance Number, nationality, next of kin (if applicable);
- Property address; term, rent, deposit, utility and service responsibilities;
- The employment status of tenants and/or guarantors, address, contact details (including email, phone and fax numbers) of the employer/accountant, payroll numbers, length of employment, salary information (including any regular overtime or commission), and any other income received;
- Bank account details of the tenant and prospective tenants, including account number and sort code, and any hire purchase/loan agreements/credit cards or store cards that you have; and
- Any welfare benefits that you may be eligible for, or are currently on.

Why we need this information about you and how it will be used

We need your information and will use your information:

- to undertake and perform our obligations and duties to you in accordance with the terms of our contract with you;

- to enable us to supply you with the services and information which you have requested;
- to help you to manage your tenancy;
- to carry out due diligence on any prospective tenant and/or guarantor, including whether there is any money judgements against them, or any history of bankruptcy or insolvency;
- to analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer;
- to contact you in order to send you details of any changes to our suppliers which may affect you; and
- for all other purposes consistent with the proper performance of our operations and business.

Sharing of Your Information

The information you provide to us will be treated by me as confidential and will be processed only by us and any third party, acting on my behalf, within the UK/EEA]

We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- If I/we enter into a joint venture with or merge with a business entity, your information may be disclosed to our new business partners or owners;
- To carry out due diligence on you as a prospective tenant/ guarantor, including but not limited to the carrying out of affordability checks, due diligence checks and the obtaining of references from relevant parties, whose data you have provided;
- If you request so, your information shall be disclosed in order to determine if there are any money judgements against you, as the prospective tenant/guarantor, or to determine if they have a history of bankruptcy or insolvency;
- If you are unable to make payments under your tenancy, your information may be disclosed to any relevant party assisting in the recovery of this debt or the tracing of you as a tenant; and
- In the creation, renewal or termination of the tenancy, your information will be disclosed to the relevant local authority, tenancy deposit scheme administrator, service/utility provider, freeholder, factor, facilities manager or any other relevant person or organisation in connection with this.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to me/ us without your consent.

Transfers outside the UK and Europe

We may transfer your information outside the UK and/or EEA only where necessary to carry out the processes detailed above

Where information is transferred outside the UK or EEA, we ensure that there are adequate safeguards in place to protect your information in accordance with this notice

Security

When you give us information we take steps to make sure that your personal information is kept secure and safe.

How long we will keep your information

We review my data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract I have with you.

My/our full retention schedule is available at info@hafanstudent.co.uk

Your Rights

You have the right at any time to:

- ask for a copy of the information about you held by us in my records;
- require us to correct any inaccuracies in your information;
- make a request to me/ us to delete what personal data of yours we hold; and
- object to receiving any marketing communications from us.

If you would like to exercise any of your rights above please contact us at info@hafanstudent.co.uk

Should you wish to complain about the use of your information, we would ask that you contact us to resolve this matter in the first instance. You also have the right to complain to the Information Commissioner's Office in relation to my/ our use of your information. The Information Commissioner's contact details are noted below:

England:

Information Commissioner's Office
Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF
Telephone: 0303 123 1113
Email: casework@ico.org.uk

Scotland:

The Information Commissioner's Office
45 Melville Street, Edinburgh, EH3 7HL
Telephone: 0131 244 9001
Email: Scotland@ico.org.uk

Wales

Information Commissioner's Office
2nd floor, Churchill House
Churchill way, Cardiff, CF10 2HH
Telephone: 029 2067 8400
Email: wales@ico.org.uk

Northern Ireland:

Information Commissioner's Office
3rd Floor, 14 Cromac Place
Belfast, BT7 2JB
Telephone: 028 9027 8757
Email: ni@ico.org.uk