



Office Check List - Lets with Pets

Information		
130 propertyaddress1**154, propertyaddress2, propertyaddress3, propertyaddress4, xx00 0xx		
From	To	Total Rent per Rent Period
Start of Tenancy (12/01/2012)	11/02/2012	Payment of £100.00 per calendar month
12/02/2012	End of Tenancy	Payment of £100.00 per calendar month
Deposit Required		£500.00
Start Date		12/01/2012
End Date		12/01/2012
Term		0 months
Council Tax Band/Annual Amount		

Let with Pets	
Deposit: has the deposit been increased by 25%	Yes No
Add what type of pet and how many to special conditions	Yes No
Received pet reference from current landlord	Yes No
Added 'next of kin' emergency contact	Yes No
Cat: confirm cat is litter trained	Yes No
Cat: Is a cat flap required	Yes No
Dog: Is the dog toilet trained	Yes No
Dog: how long will the dog be left alone in the property	



Fees & Deposits

	Admin Fee Paid	Deposit Paid	Standing Order Mandate
Mr Tenant Tenant			

Applicant Cards – stop applicants getting alerts after they have taken a property with us

Applicant added to tenancy	Applicant unsubscribed
Mr Tenant Tenant	

Referencing

	Copy Ref/ID	Credit Score	National Insurance Number (added to LetMC)	Landlord Ref (if required)	Employer Ref (if required)	Landlord Approved (if required)
Mr Tenant Tenant						

Guarantors

Are Guarantors required	Yes No
Notes:	

Guarantors Agreements

	Tenancy Agreement & Guarantor Agreement Sent	Guarantor ID	Guarantor Agreement Signed
Mr Tenant Tenant			

Certificates

Does property have gas safety	
If no gas safety in place have you emailed head of property management	
Gas Safety Certificate Date	

Landlord Approval and Special Conditions

Date copy of tenancy sent to landlord	__/__/__
Special condition agreed by landlord	Yes No
Landlord agreed to 'Let with Pet(s)'	Yes No
If Required: Has landlord agreed to install of cat flap	Yes No
Property management emailed detail of special conditions	Yes No

Do not sign until above items are complete

Signing	
Tenancy signing appointment booked	___/___/___



PINNACLE[®]
letting agents
Gwasanaeth Cymraeg ar Gael

REPORTING MAINTENANCE

This property is managed by Pinnacle, to report maintenance please:

- Logon to www.pinnacle-group.com
- Click Login Tab
- Create an Account/Login with your email address



ALMA



enquiries@pinnacle-group.com
www.pinnacle-group.com
registered in England and Wales
Company Reg 3355056
VAT No 752 9998 64

Tenancy Agreement Cover Sheet



PINNACLE[®]
letting agents
Gwasanaeth Cymraeg ar Gael

Date: ____/____/____

Property: 130 propertyaddress1**154, propertyaddress2,
propertyaddress3, propertyaddress4, xx00 0xx

Pre-Tenancy Declaration

We the undersigned have fully read and understood the terms and conditions laid out in the 'Assured Shorthold Tenancy' agreement we are about to sign.

We have had time to seek independent legal advice and ask Company Marketing Name employees about anything to which we are unsure.

We understand that the document we are about to sign is legally binding and breach of any terms or conditions could lead to court action. We fully understand that this is a fixed term 'Assured Shorthold Tenancy' agreement and that rent is payable for the full term even if I choose not to live in the Property. We understand that we can not give notice to cancel this 'Assured Shorthold Tenancy' agreement.

We can confirm that we may wish to install a telephone line and/or broadband and/or cable connection to the property when we move in and understand that you may need to make a request to the landlord for the authorisation of the installation. (delete paragraph if not required).

We understand that utility suppliers may contact us directly to arrange connection and the setting up of accounts.

SIGNED by the Landlord or an authorised person of Company Marketing Name as agent for the Landlord

Agent or Landlord Sign Here

(1) **SIGNED** Tenant Midname Number2
(The Tenant)

Tenant Midname Number2 Sign Here



Assured Shorthold Tenancy Agreement Let with Pets

For letting residential dwelling house at:

130 propertyaddress1**154, propertyaddress2, propertyaddress3, propertyaddress4,
xx00 0xx

Tenancy Reference: inst-64

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

Date ___ / ___ / ____ (Date of Signing)

Landlord mr lForename lName **1234
address1**12345/One Line Test
address2
address3
xx00 0xx

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above

Tenant Mr Tenant Midname Number2
pre ten1
pre ten2
pre ten3
pre ten4
pt1 1tp

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

Property 130 propertyaddress1**154, propertyaddress2, propertyaddress3, propertyaddress4, xx00 0xx

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.

Term For the term of 0 months and 1 days , commencing on 12/01/2012

Rent	From	To	Total Rent per Rent Period
	Start of Tenancy (12/01/2012)	11/02/2012	Payment of £100.00 per calendar month
	12/02/2012	End of Tenancy	Payment of £100.00 per calendar month

Payment Payment is required by Standing Order in advance on the first working day of each rental period.

Deposit

A deposit of £500.00 to be protected by the Deposit Protection Service (DPS).

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations.

3. The Tenant agrees with the Landlord:

- 3.1 To pay the rent on the days and in the manner specified in this Agreement.
- 3.2 To pay the administration and bank costs for any rent payment dishonoured by the Tenant.
£20 inc VAT for a returned or represented cheque or standing order payment
- 3.3 To pay the administration costs if a Rent payment is not received and therefore needs to be chased:
£15 inc VAT will be applied when we need to chase by email, text, phone and post, up to the point where the unpaid balance is cleared.
£30 inc VAT will be applied where a Rent chase visit to the Property is required.
- 3.4 To pay interest on Rent paid late calculated on a daily basis from when the Rent became due until the date of payment at 4% above The Bank of England base rate.
- 3.5 To pay for resigning a new tenancy agreement.
- 3.6 To pay for the following services consumed on or supplied to the Property during the Term:-

Television Licence,

and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event. The Tenants information will be passed onto local authorities, utility and broadband companies and future Tenants for the purpose of confirming payment of services consumed. The tenants understand that administration costs will be due if services are put into the name of the Landlord or the Landlord agents or are disconnected.
- 3.7 Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.
- 3.8 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear and damage by accidental fire excepted).
- 3.9 To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows and garden not allow mail to collect in the hallway.
- 3.10 To keep the Property heated adequately in order to avoid damage by freezing conditions and to keep the property sufficiently aired to avoid damage by condensation or similar.
- 3.11 To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy according to the Inventory.
- 3.12 Not to assign sublet or otherwise part with possession of the whole or part of the Property.
- 3.13 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any illegal or immoral purposes.
- 3.14 Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining property or which may void any insurance of the Property or cause the premiums to increase.
- 3.15 To permit the Landlord or the Landlord's agents upon reasonable notice (24 hours) at reasonable hours (save in an emergency) to enter the Property to view the state and condition or carry out works of maintenance or repair.

- 3.16 To permit the Landlord or the Landlord's agents upon reasonable notice (24 hours) at reasonable hours to enter the Property with prospective tenants , purchases, surveyors or local authority officers, and to take photos for marketing purposes.
- 3.17 Not to keep any animals or birds on the Property without the Landlord's written consent.
- 3.18 Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm.
- 3.19 To fasten all locks to all doors and windows and activate any burglar alarm whenever the Property is left unattended.
- 3.20 To forward any mail or official notice addressed to the Landlord or his agent within 7 days.
- 3.21 To notify the Landlord if the Tenant intends to leave the Property vacant for a period in excess of 28 consecutive days.
- 3.22 To give the Landlord at least one month's notice in writing when the Tenant wishes to end the Tenancy at the expiration of the term certain. To avoid confusion, one months notice cannot be given within the fixed term of this Tenancy Agreement. This is not required if the Landlord has already given the Tenant two month's notice to end the Tenancy at the expiration of the term certain.
- 3.23 To give the Landlord at least one month's notice in writing once the Tenancy has ended and continued as a periodic tenancy. To avoid confusion, one months notice cannot be given within the fixed term of this Tenancy Agreement. Should the Tenant provide less than one month's notice the Landlord reserves the right to charge the full rent for the notice period.
- 3.24 The initial fixed term tenancy may be renewed or extended by the preparation of a brand new agreement, signed by both landlord (or his agent) and tenant(s). New administration fees will be charged for the preparation of this document but may be offered at a discounted rate.
- 3.25 To return all keys for the Property to the Landlord or his agent on the last day of the tenancy and to provide forwarding addresses for all vacating tenants.
- 3.26 To provide in writing or by email details of any changes in contact details including email address and mobile phone numbers within 10 days of the change.
- 3.27 To hold, maintain for the Term and provide the Landlord or his Agent on request, a copy of insurance that the Landlord or his Agent considers adequate to protect any accidental damage caused by the Tenant to the furniture, fixtures and fittings at the Property as described in the inventory.
- 3.28 To submit in writing details of any disagreement with the Landlords decision on deductions from the Deposit. The Tenant should detail the issue in question, provide additional information that validates the dispute and propose a resolution.
- 3.29 To place refuse on the street for collection on the prescribed collection day and ensure that the area used to store refuse is maintained in a clean and tidy condition
- 3.30 To be responsible from the first day of term for ensuring that any appliances using gas, electricity or water are set according to the Tenants preferences.
- 3.31 To keep all electrical appliances and apparatus in good working order and to pay for the repair or replacement of any such item which has been misused or damaged during the term
- 3.32 to perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations to pay Council Tax or any like tax from time to time in force and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy including any council tax due by reason of the Tenant's ceasing to be resident in the Property
- 3.33 Within seven days of the receipt by the Tenant of any notice given under the Party Wall Act 1996 or any similar acts to give a copy to the Landlord or his agent and not to take any steps regarding the acts unless required so to do by the Landlord or his agent.
- 3.34 To not keep bicycles inside the Property.
- 3.35 To not light or use any candles, joss sticks or similar in the Property.
- 3.36 To provide a reference for their pets from their former landlord if they have rented with their pets previously.
- 3.37 Be responsible for their pets in accordance with the Animal Welfare Act. If the Landlord or Landlords Agent believes that a pet kept in the property has been neglected or abandoned, they will report it to an appropriate animal welfare organisation.

- 3.38 To not leave their pets in the property when they are away unless clear arrangements have been made for their care.
- 3.39 Dogs should not be left alone in the property for more than 4 hours at a time. Tenants must ensure that their dogs will not cause damage to the property if they are left unsupervised.
- 3.40 All pets kept at the property must be vaccinated and regularly treated for fleas and worms (if appropriate).
- 3.41 Tenants with pets will be asked to put down a higher than average deposit to cover any damage to the property, garden or furnishings caused by their pets.
- 3.42 Professionally clean the property when they move out, ensuring that the carpets are thoroughly cleaned and treated for fleas and mites. A copy of the professional cleaners invoice and report to the Landlord or Landlords Agent prior to the deposit being released.
- 3.43 Are responsible for keeping all areas of the property clean and free from parasites, such as fleas.
- 3.44 Must ensure their pets do not cause a nuisance to neighbours. This includes excessive noise. If the Landlord or Landlords Agent receives three or more noise complaints from neighbours or the local authority they will automatically issue a section 21 notice to end the tenancy agreement.
- 3.45 Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically.
- 3.46 Any animal listed in the schedule of the Dangerous Wild Animals Act 1976 may not be kept at the property.
- 3.47 Any dog listed under the Dangerous Dogs Act 1991 may not be kept at the property with the exception of dogs registered on the Index of Exempted Dogs.
- 3.48 Tenants may not breed animals or offer for sale any animal in the property.
- 3.49 Tenants who wish to obtain an additional pet after moving into the property must first apply for permission in writing to the landlord or letting agent.

4. The Landlord agrees with the Tenant as follows:

- 4.1 To pay for all assessments and outgoings in respect of the Property (other than those mentioned in 3.4 above) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.
- 4.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his agent.
- 4.3 To pay for the following services consumed on or supplied to the Property during the Term :

Council Tax / Rates, Electricity, Telephone, Water,

5. The Landlord and the Tenant agree:

- 5.1 Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the property as his or her main home or intends to occupy the Property as his or her only or main home.
- 5.2 The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.
- 5.3 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.
- 5.4 The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).

6. Special Conditions

NONE

SIGNED by the Landlord or an authorised person of Company Marketing Name as agent for the Landlord

Agent or Landlord Sign Here

(1) **SIGNED** Tenant Midname Number2 (The Tenant)

Tenant Midname Number2 Sign Here

Annex A to Tenancy Agreement

for 130 propertyaddress1**154, propertyaddress2, propertyaddress3, propertyaddress4, xx00 0xx

LANDLORD

Name: IIForename Ilname **1234,

LANDLORD AGENT

Address: Company Marketing Name
30-32 Churchill Way
Cardiff
CF10 2DZ

Telephone Number: 02920 395563
Email: lettings@email.com
Fax: 02920 344067

TENANT(S)

Name: Mr Tenant Midname Number2
Address:

Telephone Number:
Email: ten2@email.co.uk
Fax:

THIRD PARTY MAKING PAYMENT (IF ANY)

Name:
Address:
.....
.....
.....

Telephone Number:
Email:
Fax:

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS*

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

The Deposit Protection Service – Custodial scheme

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

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

Mr Tenant Midname Number2,

1. *The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:*

The Deposit Protection Service (The DPS)

The Pavilions
Bridgwater Road
Bristol
BS99 6AA
Telephone No. 0844 4727 000

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

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

See attached Terms and Conditions.

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

See attached Terms and Conditions.

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

See attached Terms and Conditions.

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

See attached Terms and Conditions.

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

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

See attached Terms and Conditions.

7. *Tenancy specific information*

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

£500.00

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

130 propertyaddress1**154, propertyaddress2, propertyaddress3, propertyaddress4, xx00 0xx

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

Name: mr lForename lName **1234
Address including postcode:
address1**12345/One Line Test
address2

address3
xx00 0xx

Telephone number(s):
Email address(es):
Fax Number(s):

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

Name: Mr Tenant Midname Number2
Address including postcode:

Telephone number(s):
Email address(es): ten2@email.co.uk
Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:
.....
.....
.....

Note: please see Note 3 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

- (e) Name of Third Party making the payment:

Name:
Address including postcode:
Telephone number(s):
Email address(es):
Fax Number(s):

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

- (f) Circumstances when all or any part of the deposit may be retained by the Landlord.

Circumstances when all or any part of the deposit may be retained by the Landlord. Refer to Clause(s) [please insert relevant clause reference below] of Tenancy Agreement.

I/We (being the Landlord) certify that –

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

Landlord(s): Signature(s):

Dated: 03/12/2014

Tenant(s): Signature(s):

Dated: 03/12/2014

NOTES

- (1) **A copy of The Deposit Protection Service Custodial Terms and Conditions must be attached to this document. It is available to download from:**
<http://www.depositprotection.com/documents/terms-and-conditions-custodial.pdf>
- (2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- (3) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.
- (4) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

The Deposit Protection Service

Deposit Protection Custodial Scheme Terms and Conditions

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dispute Papers means the documents detailed in Section 28a;

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

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

(i) requesting that all or part of the Deposit be repaid in accordance with the agreed instructions it contains; AND /OR

(ii) notifying The DPS that there is a Dispute in relation to the repayment of all or part of the Deposit, requesting that the Dispute be referred to Adjudication in accordance with these Terms and Conditions and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator

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

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

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

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

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

Lead Tenant means:

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

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

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

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

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

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

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

Service means the Deposit Protection Service or The DPS, which offers both Custodial and Custodial Tenancy Deposit Schemes Single Claim means a claim by a Party for the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in Section 20;

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

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

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

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

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

Tenant means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants; Tenant's Evidence Form means the standard tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;

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

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

Transfer means:

- i. the transfer of a Tenancy from one Landlord to a new Landlord; or
- ii. the transfer of a Tenancy from one Tenant to a new Tenant; or
- iii. in the case of a Joint Tenancy, a change in the identity of one or more Joint Tenants; You means the Party using the Scheme in accordance with these Terms and Conditions and your shall be defined accordingly;

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

2. Background – The Housing Act 2004

- a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.
- b. The DPS operates the only custodial tenancy deposit scheme. It is free to use (including the ADR Process) and open to all Landlords. The custodial scheme is funded entirely from the interest earned on custodial Deposits held.
- c. If the Deposit is not protected in a Government authorised tenancy deposit scheme and/ or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the deposit and not more than three times the amount of the deposit. Further, any failure to comply with Section 213 of the Housing Act means that no Section 21 notice can be given.
- d. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 13 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com.
- e. Deposits are protected to ensure:
 - i. when Tenants are entitled to it, they get all or part of their Deposit back;
 - ii. when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;
 - iii. any Disputes between Tenants and Landlords will be easier and cheaper to resolve;
 - iv. Tenants are encouraged to look after the property they are renting.

3. Overview of how the Service works

- a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to protect the Deposit with the Custodial Tenancy Deposit Scheme, the Housing Act 2004 requires that the Landlord must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.
- b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 13. The Landlord must provide the Prescribed Information.
- c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for repayment of the Deposit to the Landlord, Tenant or the Third Party (if any). The Landlord and Tenant must complete a Joint Deposit Repayment Form confirming:
 - i. the amount of the Deposit repayment of which is agreed; and
 - ii. the amount of the Deposit repayment of which is not agreed.
- d. Any agreed amount of the Deposit will be paid out by The DPS in accordance with the Joint Deposit Repayment Form within 10 calendar days of receipt of the correctly completed Joint Deposit Repayment form.
- e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions (see Sections 23 to 28) unless the DPS are notified otherwise in writing.
- f. If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 20 to 22).
- g. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 20 to 22).

4. Ways to Contact The DPS

- a. The Online Service
 - i. Landlords may register online and Parties may complete and submit Forms online by visiting www.depositprotection.com.
 - ii. Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or, if a Dispute is being dealt with under the ADR Procedure, by emailing disputes@depositprotection.com.
 - iii. Subject to Section 30(d), the online Service will be available 24 hours per day, 7 days per week and 365 days per year.
 - iv. All transactions processed via the online service will be processed in real time.
- b. Contact Centre Service
 - i. The Contact Centre is available to:
 1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Service;
 2. process requests for Forms; and
 3. manage new registrations of Landlords and Letting Agents.
 - ii. The telephone number for the Contact Centre is 0844 4727 000.
 - iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
 - iv. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
 - v. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
 - vi. Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.
- c. Paper Based Service
 - i. All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:

The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

- ii. Paper Forms can be requested via The DPS helpline on 0844 4727 000.
- iii. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

5. Registering for the Service – general information

- a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.
- b. The DPS will require all Landlords (other than Letting Agents and Organisations) to provide the following mandatory pieces of information:
 - i. full name and title of the Landlord;
 - ii. correspondence address of the Landlord;
 - iii. at least one contact telephone number for the Landlord; and

- iv. online registrants and users will have to provide a valid email address.
- c. The DPS will require all Letting Agents and Organisations to provide the following mandatory pieces of information:

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

6. Registering Online

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

7. Registering by Telephone

- a. Landlords may register by telephone by calling 0844 4727 000.
- b. All Landlords who register for the Service via the Contact Centre will be provided with:
 - i. a Landlord's ID on the telephone which will be confirmed in writing; and
 - ii. a written copy of these Terms and Conditions will be sent within 3 Business Days of registering with The DPS. By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.

8. Joint Tenancies and Third Parties

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

9. Deposit Submission

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

10. Online Deposit Submission Forms

- a. Deposit Submission Forms may be completed using The DPS online service at www.depositprotection.com.
- b. Landlords using the online service will not be able to submit a Deposit Submission Form unless all the mandatory information is provided.
- c. Cheques, Bank Transfers or Debit Cards can be used as payment for online transactions.

d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where payments are made online, Deposit Submission Forms will be processed within 1 Business Day of receipt by The DPS.

e. Cheques sent in support of Deposit Submission Forms completed online must be accompanied by a printed copy of the completed Deposit Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Deposit Submission Form.

f. The printed Deposit Submission Form and cheque should be sent to the address set out in Section 4(c).

g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Deposit Submission Form was completed and appearing on the completed online Deposit Submission Form.

h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Deposit Submission Form and return the cheque and the Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.

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

11. Paper Deposit Submission Forms

a. All paper Deposit Submission Forms should be sent to the address set out in Section 4(c).

b. A cheque for the full amount of the Deposit must be securely attached to the Deposit Submission Form. Only cheques will be accepted as payment for paper Deposit Submission Forms.

c. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.

d. Custodial Deposit Submission Forms will be processed within 4 Business Days of receipt by The DPS.

e. Paper Custodial Deposit Submission Forms will be rejected and the Deposit returned in the event that they are not properly and fully completed.

f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Custodial Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.

g. Cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing. Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form has been processed.

12. Bank Transfers

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

b. Payments received may be allocated to Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Deposit awaiting payment. If for any reason The DPS are unable to create a match, then the deposited funds will be credited to your account for you to allocate manually.

c. If manual allocation is chosen the Landlord must log-on to their DPS account to manually allocate the deposited funds to relevant Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected.

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

13. What happens after the Deposit has been protected?

a. The DPS will provide confirmation to:

i. the Landlord sent to their registered address or registered email address;

ii. the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;

iii. where there are Joint Tenants, to the registered email address of each Tenant or to the Household at the Tenancy address.

b. The Landlord will be responsible for providing confirmation to the Third Party.

c. The confirmation to each Party will contain:

i. Name, address and contact details of the DPS;

ii. the Deposit ID;

iii. the amount of the Deposit and the date of receipt;

iv. the name and contact details of the Landlord;

v. the name(s) of the Tenant(s) and the Lead Tenant, if applicable

vi. the address of the Tenancy property;

vii. start date of Tenancy;

viii. Tenancy duration (months);

ix. a copy of these Terms and Conditions;

x. a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.

d. The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any Third Parties or to another Party(s). It is the responsibility of the Sole/Lead Tenant to safeguard the Tenants' Repayment ID and not disclose it to any Third Parties or to another Party.

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

14. The Tenant's Logon

a. Lead Tenants will be able to logon to the Service at www.depositprotection.com by inputting their Repayment ID and the Deposit ID.

b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenant's will be able to amend or update Tenants' email addresses and telephone numbers. Lead Tenants will also be able to start the Deposit repayment process online.

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

a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlord's may change any other data held in relation to the Landlord or notify The DPS of a Change of Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.

b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.

c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:

i. over the telephone helpline

ii. via the online service

- iii. in writing
- d. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.
- e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
- f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
- g. Changes to Landlord and Tenant's data shall include Transfers.

16. Transfers

Change of Landlords

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

Change of Tenants

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

17. Deposit Repayments

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

18. Joint Repayment Forms

- a. The completion of a Joint Deposit Repayment Form can be initiated by either the Landlord or the Tenant.
- b. Repayments can either be:
 - 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 as regards the balance;
 - iii. disputed – there is a Dispute as to how the entire Deposit should be repaid.
- c. All repayments must be initiated by the completion and submission of an online Joint Deposit Repayment Form or a paper Joint Deposit Repayment Form requested from the Contact Centre or by completing an online Enquiry form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com.
- d. The Landlord will be required to:
 - i. confirm the amount due to the Landlord;
 - ii. provide details of the repayment method, bank sort code, account number and reference if applicable;
 - iii. provide a valid Landlord's Repayment ID.
- e. The Tenant will be required to:
 - i. confirm the amount due to each Tenant and any Third Party;
 - ii. provide details of the repayment method, bank sort code, account number and reference if applicable for each Tenant and any Third Party;
 - iii. provide forwarding address / valid email address (optional) for each Tenant and any Third Party;
 - iv. provide a valid Tenant's Repayment ID.
- f. If there is a Dispute the Landlord and Tenant will be able to reconfirm online the amounts due to the Landlord and the Tenant. Alternatively, the Landlord and the Tenant may confirm on the paper Joint Deposit Repayment Form the amount which is in Dispute. They will also both be required to confirm online or on paper that:
 - they each agree that the Dispute be referred to Adjudication in accordance with these Terms and Conditions; and
 - they will be bound by the Decision of the Adjudicator.

g. A failure to provide The DPS with any of the above information will result in the Joint Deposit Repayment Form being rejected and referred back to the Landlord for resolution.

h. Repayment of all or part of the Deposit will be made either via direct BACS transfer to the Landlord's and/or Tenant(s)' accounts, sterling cheque or a combination of the two methods in accordance with the Joint Deposit Repayment Form. Cheques can be made payable to either The Landlord/Agent, the named Tenant(s) or a nominated third party, where authorised. Payment can also be made into overseas bank accounts for a fee of £25.89.

i. All payments will be released within 10 calendar days of processing a Joint Deposit Repayment Form.

19. Confirmation of Deposit Repayment

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

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

- a. The Single Claim Process is a method of repayment for use if:
- i. the Landlord has no current address for the Tenant; or
 - ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy; or
 - iii. the Tenant has no current address for the Landlord; or
 - iv. the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy.
- b. The following criteria needs to have been met before the Single Claim Process can be used:
- i. at least 14 calendar days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
 - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
 - iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and iv. the claiming Party believes they should be repaid some or all of the Deposit.
- c. The amount claimed by the Landlord must be referable to:
- i. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
 - ii. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy in respect of damage to the premises subject to the Tenancy, or loss of or damage to property on those premises, other than damage caused by fair wear and tear.

21. Single Claim Process - Statutory Declaration

- a. To use the Single Claim Process, either the Landlord or Tenant who is claiming part or all of the Deposit (the "Claiming Party") must provide The DPS with a Statutory Declaration at least 14 calendar days after the Tenancy has ended.
- b. The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or by telephoning 0844 4727 000.
- c. PLEASE NOTE: the Statutory Declaration must be sworn or affirmed in the presence of a Solicitor/Commissioner for Oaths/ or a Magistrate.
- d. The Statutory Declaration must contain the following information:
- i. the date on which the Tenancy ended;
 - ii. confirmation that the Parties have failed to reach agreement with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
 - iii. the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
 - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
 1. the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or email addresses) which the Claiming Party has for the Other Party; or
 2. the Other Party has failed to respond to the Claiming Party's written notice in relation to the distribution of the Deposit. In this case a copy of the written notice sent to the Other Party must be attached.
 - v. any information the Claiming Party has as to the whereabouts of the Other Party;
 - vi. confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;
 - vii. confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and
 - viii. a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and wilfully makes a false declaration he may be liable to prosecution under Section 6 of the Perjury Act 1911.

22. Single Claim Process – Statutory Declaration Notice and Resolution

- a. Once The DPS has received a properly completed Statutory Declaration which meets the above requirements, it will issue a Statutory Declaration Notice and a summary of the claim to the Other Party's registered address asking the Other Party to indicate within 14 calendar days of receipt:
- i. whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
 - ii. whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
 - iii. if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator. The DPS will also, where possible, send notification that a postal Notice has been issued via email or SMS.
- b. Unless the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days of issuance (the Statutory Declaration Deadline), indicating their responses to a.i - iii above, The DPS will release the full amount claimed to the Claiming Party within 10 calendar days of the Statutory Declaration Deadline.
- c. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, confirming that he accepts that the whole or part of the amount claimed should be paid to the Claiming Party, such amount will be paid to the Claiming Party within 10 calendar days of The DPS receiving the Statutory Declaration Notice.
- d. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, indicating that he does not accept that the Claimant should be paid all or any of the amount claimed, The DPS will inform the Claiming Party that their claim has been rejected wholly or in part and shall provide a summary of the Other Party's Statutory Declaration Notice.
- e. The Claiming Party will have 7 calendar days from the issue of the summary of the Other Party's Statutory Declaration Notice to either accept or disagree with the contents of the Other Party's Statutory Declaration Notice and to submit any additional evidence which they wish to be taken into account. The Other Party will also be given 7 days notice that the Dispute will be referred to the Adjudicator and given 7 days to submit any final evidence. If no response is received from the Claiming Party or the Other Party within 7 calendar days of the issuance of the summary of the Other Party's Statutory Declaration Notice, the Dispute will be referred to the Adjudicator in any event.
- f. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days but fails to indicate whether he consents to the Dispute being resolved by an Adjudicator, he will be treated as having given his consent for the Dispute to be referred to Adjudication. Both Parties will then be informed that the Dispute has been referred to Adjudication as detailed in (e) above.
- g. Upon completion of the steps detailed above, The DPS will forward copies of the
- i. the Statutory Declaration;
 - ii. the Statutory Declaration Notice;
 - iii. any additional evidence submitted by either Party; to the Adjudicator (see; Adjudication at section 28 below).
- h. The DPS will release any undisputed amount to the party or parties concerned.
- i. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

Adjudication – The Alternative Dispute Resolution (ADR) Service

23. Eligibility to use the ADR Procedure

- a. The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 20 to 22 above.
- b. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.
- c. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.
- d. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
- e. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
- f. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and at any stage of the ADR Procedure but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can return the Deposit in accordance with that agreement.
- g. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- h. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute may be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.
- i. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.
- j. The Dispute must not be the subject of an existing court action.
- k. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:
 - i. they relate to matters other than the return of the Deposit; and/or
 - ii. where either Party has indicated their intention to issue legal proceedings; and/or
 - iii. the issues involved have already been determined by a Court;
- l. The Adjudicator may also reject Disputes which, in their reasonable opinion:
 - i. are being pursued in an unreasonable manner;
 - ii. are frivolous;
 - iii. are vexatious; and/or
 - iv. seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process.
- m. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to disputes@depositprotection.com. All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.

24. Initiating the ADR Procedure - The Joint Repayment Form

- a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them or by The DPS, if the Parties wish to use the ADR Procedure they must complete the Joint Deposit Repayment Form and submit it to The DPS.
- b. If the Joint Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 29 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.

25. Notification of a Dispute to The DPS

- a. Upon receipt of a duly completed Joint Deposit Repayment Form notifying The DPS of a Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Landlord's Evidence form has been issued, via email or SMS.
- b. The Landlord's Evidence Form should include the following information:
 - i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
 - ii. attach the signed check-in inventory and schedule of condition;
 - iii. attach vacating instructions;
 - iv. attach the signed check-out inventory and schedule of condition;
 - v. attach a signed and legally compliant written tenancy agreement
 - vi. if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
 - vii. attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
 - viii. attach a statement of the rent account, if relevant; ix. where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - x. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
 - xi. confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.
- c. If the Landlord is unable to provide any of the information detailed in Section 25(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
- d. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.
- e. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.
- f. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Repayment Form.

26. Notification of a Dispute to the Tenant

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

27. Landlord's Response

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

28. The Adjudication

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

- i. the Landlord's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
- ii. the Tenant's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
- iii. any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.

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

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

d. The Adjudicator may:

- i. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where appropriate
- ii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
- iii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;
- iv. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.

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

f. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.

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

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

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

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

29. Court Orders

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

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

30. Liability

a. The DPS will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud save that the DPS's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates. The DPS does not accept liability for any indirect or consequential loss suffered by a Party or for any loss, which does not arise as a result of its negligence, wilful default or fraud.

b. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.

c. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.

d. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been lost, disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS will act accordingly. You will be liable for all such transactions.

e. Once processed, a Custodial Deposit Repayment Form or online deposit response containing your Repayment ID is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.

31. Costs

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

32. Complaints

a. The DPS aims to provide a first class service to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.

b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either: by writing to: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA OR by email at: complaints@depositprotection.com

c. The DPS will treat all complaints seriously and investigate the matter fully.

33. Confidentiality

a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.

b. Despite Section 33(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

34. Data Protection Notice/ Privacy Policy

a. The DPS's Data Protection Notice/ Privacy Policy can be viewed by visiting www.depositprotection.com or by calling 0844 4727 000 to request a copy.

35. General

a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.

b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:

- i. excluding the day of receipt of Forms or documents by The DPS; and
- ii. from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.

c. Unless correspondence relates to ADR, Single Claim Process, or the repayment of the Deposit, all communications will be sent via 2nd class post.

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

e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.

f. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.

g. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.

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

i. All Deposits will be held in a designated bank account which The DPS maintains for Parties using the Service.

j. The DPS may from time to time change these Terms and Conditions, any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at www.depositprotection.com. All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The DPS. The DPS Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.

k. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.

l. If The DPS relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.

36. Governing Law

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



Setting up your utilities and broadband

When you move in you will need to setup accounts with utility suppliers and broadband companies, the options are:

Gas, Electric and Water

Glide.uk.com – individually pay for only your share of the bills.

Uswitch.com – setup a joint house account or individually be responsible for a utility supplier.

Avoid Falling Out:

From Pinnacle's tenant surveys, you've told us that after moving in, sorting bills out with housemates is one of the biggest issues and reason why you may fall out with each other. Using a company like Glide overcomes this for you.

Advice:

Whatever option you go with, we recommend you submit quarterly meter readings to avoid unexpected large bills, and check their fair usage policies.

Advice: To keep your home warm set your thermostat to 19 degrees, and for a couple of hours in the morning, an hour around lunch time and three hours in the evening.

Broadband

Virginmedia.com – cable and fibre optic broadband and TV

Sky.com – broadband and satellite TV

BT.com - broadband and TV

Worth Knowing:

Companies like Virgin Broadband do 9 month deals that are great for students, no need to pay over the summer.

Avoid Panic:

We recommend you get your broadband order in early, at peak times it can take a couple of weeks before they can connect. 2 weeks without the internet is not a good thing.

Information

To help setup your bills and broadband, we do pass on your contact details* to Glide and Virgin who will contact you.

Remember, it is your choice which utility and broadband supplier you use, neither the Letting agent or Landlord can insist on who you choose to use.

*As set out in the Tenancy Agreement



ALMA



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