



# Occupation Contract

for Property address, Bangor, Gwynedd, AA11 1AA

## LANDLORD

**Name:** Landlord name

## LANDLORD AGENT

**Address:** 1, College Road, Bangor, Gwynedd, LL57 2AN

**Telephone number:** 01248 719254

**Email:** [info@varcityltd.com](mailto:info@varcityltd.com)

## CONTRACT HOLDER(S)

**Name:** Contract holder name #1  
Contract holder name #2

**Address:** Contract holder address #1  
Contract holder address #2

**Telephone number:** 0777 7777777  
0711 1111111

**Email:** [contractholder@contract.com](mailto:contractholder@contract.com)  
[contractholder2@contract.com](mailto:contractholder2@contract.com)

## THIRD PARTY MAKING PAYMENT (IF ANY)

**Name:**

**Address:**

**Telephone number & Email:**

## 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 contract holder with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

Contract holder name, Contract holder #2
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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](http://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 contract holder 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 contract holder 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. Contract Holder Specific Information

a. Amount of deposit paid.

£999.99

b. Address of property to which the contract relates.

Property Address

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

Name: Varcity Property Holdings Limited (VPHL)

Address including postcode:

121, High Street

Bangor

Gwynedd

LL57 1NT

Telephone number(s): 01248 719254

Email address(es): [info@varcityltd.com](mailto:info@varcityltd.com)

d. Name, address and contact details of the Contract holder(s)

Name: Mr Contract holder

Address including postcode: Contract holder address

Telephone number(s): 0777777777

Email address(es): [contractholder@contract.com](mailto:contractholder@contract.com)

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

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

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 contract holder(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the contract holder(s) knowledge and belief

Landlord: \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Holder(s): \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Holder(s): \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

## 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 contract holders(s) and relevant persons (if any) agree that the lead contract holder has been nominated by all the joint contract holder and any relevant persons and that the responsibilities of the lead contract holder are fully understood by all contract holders. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
3. It is the contract holder's or lead contract holder'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 contract holder(s) within 30 days of receipt of the deposit and to give the contract holder (s) an opportunity to check and sign this document.

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

### Account Owner

A user of the Online Service who is responsible for a Deposit Portfolio.

### Administrator

This is a user of the Online Service who is authorised to act on behalf of the Account Owner.

### 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 1988.

### 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 0030 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.

### Deposit Portfolio

A group of Deposits managed by one Account Owner and any associated Administrators.

### 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.

### DPS Interest Rate

The annual rate of interest as displayed from time to time at [www.depositprotection.com](http://www.depositprotection.com).

### 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.

### Interest

Interest that accrues at The DPS Interest Rate on Deposits in accordance with the terms of section 19.

### 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/Organisation/Account Owner/Administrator, 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.

### Online Service

The DPS services accessible at [www.depositprotection.com](http://www.depositprotection.com)

### 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 20.

### 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 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, Bridgewater Road, Bristol BS13 8AE. Throughout this document, we also refer to The DPS as 'we' or 'us'.

### The Ministry of Housing, Communities & Local Government. ('MHCLG')

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

### Transfer

A Transfer can be:

- the transfer of a Tenancy from the existing Landlord to a new Landlord;
- the transfer of a Tenancy from the existing Tenant to a new Tenant; or
- 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](http://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

- 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 35(g) for how such changes will be notified to you.
- The ways you can contact us are set out in section 4 "Ways to Contact us".
- Our Scheme is free to use except in the circumstances set out in section 26 "Costs".
- We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 24(j), (k) and (l) "The Adjudication" and section 29 "Liability" for more details.
- 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 21(i) and 22(a) for more details.
- 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.

- 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.
- 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](http://www.depositprotection.com). The Landlord will need to provide additional information to complete the Prescribed Information.
- 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.
- Once 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.
- 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.
- If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be moved to 'awaiting court order' status, where we will await receipt of a court order in line with section 25, or 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.
- 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](http://www.depositprotection.com)
- Parties can also communicate with us by visiting the 'Contact' section at [www.depositprotection.com](http://www.depositprotection.com).
- If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at [drteam@depositprotection.com](mailto:drteam@depositprotection.com).
- Except in the circumstances outlined in section 31 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 37 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

- When a Landlord creates an account with us, all information provided must be up-to-date and correct.
- 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).
- 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.
  - A Landlord can create an account online at [www.depositprotection.com](http://www.depositprotection.com) or by calling 0330 303 0030.
  - 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 33. 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.
  - 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.
  - 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.
  - 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.
  - Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the Online Service.
  - 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.
  - 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.
  - 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 13.1.
  - Account Owners can add Administrators to their Deposit Portfolio. An Administrator who is added to a Deposit Portfolio is authorised by the Account Owner to act on their behalf to complete tenancy related actions in respect of a Deposit Portfolio protected by us.
  - We will send all correspondence relating to a Tenancy to the contact details registered for that Tenancy within the Deposit Portfolio.
  - We will send all correspondence which is specific to an Administrator to the Administrator's contact details.
  - The Account Owner is responsible for ensuring that all information associated with a Deposit Portfolio is up to date and correct.
  - An Account Owner can remove Administrators from their DPS account in respect of a Deposit Portfolio at any time.
- ### ii. Tenants
- 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.
  - 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.
  - 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.
  - 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 33. Each time the Terms and Conditions

are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the Online Service and we will not be able to take instructions from them.

- e. Tenants must enter their registered email address and password for the following:
  - i. to log in to their online account;
  - ii. to access all the information we store that relates to them;
  - iii. to update any such data; and
  - iv. to instigate the Deposit repayment process.
- 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:
  - i. Changes to contact details (name, address, telephone number, email address) under section 13; and
  - ii. 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:
  - i. the Deposit repayment process;
  - ii. any Statutory Declaration;
  - iii. the provision of Tenant's evidence; or
  - iv. any other relevant Form or submission.
- b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the joint Tenancy.
- c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
- d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the Online Service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
- e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a joint Tenancy. The Landlord must:
  - i. complete the Deposit Submission Form;
  - ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and
  - iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
- f. The Joint Tenants must ensure that joint Tenancy information is kept up-to-date.
- g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
- h. If no joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

## 9. Initial Requirements

Sections 10 (Deposit Submission) and 11 (Payment Options) of these Terms and Conditions comprise the Initial Requirements for the purposes of the Housing Act 2004 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](http://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.
- 1. 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 0030 or by visiting the 'Contact' section at [www.depositprotection.com](http://www.depositprotection.com).

## 2. 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.

## 3. Cheque payments

- a. Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 37 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 Deposit Portfolio address or the Landlord's Deposit Portfolio 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. Administrators cannot change their own email address or phone number but can change the rest of their contact details.
- d. 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 user's specific email address or mobile phone number 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 0030 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:
  - i. the outgoing Landlord, Letting Agent or Organisation as applicable;
  - ii. the incoming Landlord, Letting Agent or Organisation as applicable; and
  - iii. 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 0030 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](mailto: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 directly to the other Scheme;
  - ii. if applicable, transfer the relevant Interest directly to the other Scheme;
  - iii. send the other Scheme a list of all details of the Deposits and any accrued Interest we have transferred; and
  - iv. 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 account(s);
  - 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 0030. 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:
  - 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 21 to 24 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 25 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. Payment of Interest on Deposits

- a. We will calculate Interest daily on Deposit balances above £0.00 on a simple interest basis. We will start calculating interest from the day after the date on which the Deposit funds have cleared in our bank account. The DPS Interest Rate may vary from time to time.
- b. Interest will only be payable to Tenants on Deposit balances which:
  - i. have been verified by us in accordance with this section 19 as having been held by us and/or an administrator of another Custodial Scheme for a total of 183 days or more; and
  - ii. are eligible for final repayment to the Tenant and/or to the Landlord in accordance with these Terms and Conditions.
- c. Interest will not be payable on Deposit balances held by us and/or an administrator of another Custodial Scheme for a total of less than 183 days.
- d. If, in accordance with the principles set out at sections 14.k and 35.j, a Tenancy is suspended pending investigation by us for potential fraud or breach of anti-money laundering laws and regulations interest will continue to accrue on the Deposit associated with that Tenancy pending the result of our investigation. If the investigation finds that the Tenancy is fraudulent and/or in breach of anti-money laundering regulations, we may decide in our absolute discretion, not to pay to the Tenant any interest accrued on the Deposit associated with that Tenancy. If our investigation finds that the Tenancy is not fraudulent and is not in breach of anti-money laundering regulations, we will pay to the Tenant any interest on the Deposit associated with that Tenancy which has accrued in accordance with these Terms and Conditions.
- e. Where a Deposit is transferred to us from another Custodial Scheme:
  - i. We are not responsible for the accuracy of any information about the Deposit provided by a Party or by another Scheme administrator, including the date on which the Deposit was registered with another Scheme;
  - ii. We may in our absolute discretion require a Party or another Scheme administrator to submit evidence to substantiate the date on which the Deposit was first registered with another Scheme. Failure to provide such evidence may result in us prescribing an alternative, verifiable, Deposit registration date;
  - iii. If an alternative Deposit registration date is prescribed by us under section 19.5b) above, our decision in this regard shall be final and the alternative Deposit registration date shall be used for the purposes of calculating the interest accrued and/or payable on the Deposit in accordance with this section 19; and
  - iv. any interest on the Deposit that has: i) validly accrued whilst the Deposit was held under another Scheme; and ii) been received by us in cleared funds from the administrator of the other Scheme, shall be applied to the Deposit and shall become "Interest" for the purposes of this section 19.
- f. Where a Deposit is transferred to another Custodial Scheme by us in accordance with section 13.iii we will pay any accrued interest to the administrator of the other Scheme and that Scheme administrator's terms and conditions will apply to the interest from the date on which we pay the interest to that Scheme administrator and we shall not be responsible for the accrual or payment of interest from that date.
- g. Tenants will have the option to decline to receive any interest. Any declined interest will be held by us and may be donated to a charity nominated by us at our sole discretion.
- h. We will only pay out interest to a Tenant on or after the date on which the Deposit is finally repaid to the Tenant and/or to the Landlord in accordance with these Terms and Conditions.
- i. In cases where the Deposit is paid out in full to the Landlord, we will pay interest on the Deposit payable under this section 19 to the Tenant provided that the Tenant provides appropriate bank account or payment details to us to facilitate payment of any interest due to them.
- j. Six months after the Deposit has been fully repaid to the Tenant and/or Landlord in accordance with these terms and conditions, we may donate any remaining interest not claimed by the Tenant to a charity nominated by us at our sole discretion.
- k. We will provide Tenants who receive an interest payment with a tax certificate, which will denote the tax year and the interest paid. It is the Tenant's own responsibility to meet their tax obligations with HMRC directly and we are not liable for Tenants individual tax obligations.

## 20. The Statutory Declaration Process

### 1. 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
  - v. 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 0030. 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 5 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 24 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.

## 21. 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 25 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 with the other party, or through the courts. The Party refusing to use our Dispute Resolution Service must start the required court proceedings or reach agreement with the other party within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party. At any time within the applicable 6 months the parties may reverse their decision and consent to resolve the dispute through our free Dispute Resolution Service.
- 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 26 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:
  - i. they relate to matters other than the return of the Deposit; and/or
  - ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
  - iii. the 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
  - iv. the issues raised have already been decided upon by a court and an order in accordance with section 25(a) has been made by the Court;
- o. The Adjudicator may also reject Disputes which, in their reasonable opinion:
  - i. are being pursued in an unreasonable manner;
  - ii. are frivolous;
  - iii. are vexatious; and/or
  - iv. seek to raise matters which were previously decided by a similar dispute

- resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
- 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 37, or by uploading evidence via their online account. We cannot receive evidence via email or 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.

## 22. 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 supporting evidence in support of their claim, the Landlord or Tenant must notify us via their online account or in writing by post to confirm this. We can't accept notification by email. This must be completed 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 via their online account or by post that they have no supporting evidence to submit, we may 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.
- e. When submitting evidence through their online account, Parties can upload files of the following types: Documents: .doc, .docx, .txt, .rtf, .pdf, .xls, .xlsx, .csv; Images: .jpg, .png, .gif; Videos: .asf, .wmv, .avi, .mpg, .mov, .mp4.
- f. The maximum size for a single submission upload is 40MB, however multiple submissions are allowed via an online account.
- g. The Parties should check all evidence files for viruses before uploading them to their online account. If we find a virus in any of the files a Party has uploaded to its online account, we may delete all files uploaded by that Party as a security precaution immediately. We will notify the Party if this happens and ask them to upload their evidence again, without viruses. We will not be responsible or liable to the Parties for any consequences of the deletion of such files.
- h. Parties will not be able to view any evidence files uploaded to the online account of their opposing Party.
- i. The Parties are solely responsible for the content of evidence uploaded to their online accounts. Parties must ensure that no illegal or offensive or inappropriate images are included in any evidence submitted.
- j. We reserve the right to delete immediately any evidence from the parties' online accounts which we deem to be inappropriate, offensive or illegal in our sole discretion. We reserve the right to exclude such evidence from Adjudication.
- k. The Parties should notify us immediately if they identify any offensive or illegal or inappropriate material or images uploaded to their online accounts.
- l. The Parties are required to obtain the consent of any third party whose personal data may be submitted to us as evidence for the purposes of the Adjudication.
- m. Once the deadline date has passed, the Parties will not be able to upload any evidence via their online account.

## 23. 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.

- 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.
- 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.
- The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
- Following receipt of each Party's evidence, we may request extra information or clarification.
- 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.

## 24. 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;
- 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.

## 25. 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 21 of these terms and conditions for a Decision, before we can release the Deposit.

## 26. 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.

## 27. 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.

## 28. 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.

## 29. Liability

- 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.
- 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.
- 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.
- 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.
- Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- 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.
- 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.
- 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.
- We do not accept liability for the actions of any third parties including Letting Agents.
- Account Owners are responsible for any actions on their Deposit Portfolio and any fraudulent activity undertaken by their Administrators.

## 30. Complaints

- We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.
- If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. To send us a letter, you can write to us at the address in section 37. To send us an email, please use: [complaints@depositprotection.com](mailto:complaints@depositprotection.com)
- If a party is dissatisfied with the outcome of an Adjudication but has not identified errors of fact or law in the decision that shall not constitute valid grounds for a complaint. If a party believes the Adjudicator has made an error of fact or law in the decision, we must receive the complaint within 3 months of the decision issued by The DPS.

## 31. Service Availability

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

## 32. Online Security

- 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.
- 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.
- 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.
- 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.

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

## 33. Privacy Policy

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

## 34. Intellectual Property

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

## 35. General

- Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
- Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:
  - excluding the day we receive Forms or documents; and
  - from the day that we issue Forms or documents, regardless of the date they are received or seen by the Parties.
- 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.
- 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 0030.
- We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.
- All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.
- 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](https://www.depositprotection.com) or a paper copy is available on written request.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Registration with The DPS and use of the Custodial Scheme cannot be taken as indication as to the credibility of the Party.

## 36. 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.

## 37. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. To speak to us, call: 0330 303 0030. To send us an email message, visit the 'Contact' section at [www.depositprotection.com](https://www.depositprotection.com).

FIXED TERM STANDARD OCCUPATION CONTRACT – EXPLANATORY INFORMATION  
FIXED TERM STANDARD  
OCCUPATION CONTRACT –

EXPLANATORY INFORMATION

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

Your landlord must give you a written statement free of charge, it may be given to you before the occupation date and, if it is not, must be given to you 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, the landlord may be liable to pay you compensation equivalent to a day's rent for each day that the written statement is not provided, starting with the occupation date, up to a maximum of two months' rent (unless the landlord's failure to provide the written statement was intentional in which case, the court may determine that an increased amount per day is payable).

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<sup>1</sup>) 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 Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act. 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. 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 terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing 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 Act 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.

## PART 2 FIXED TERM STANDARD OCCUPATION CONTRACT – KEY MATTERS

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the dwelling for the term set out below. The key matters and information about the deposit and Landlord are set out below.

### THIS CONTRACT IS MADE BETWEEN:

#### Landlord Agent

Full Name Varcity Living Ltd.

Address: 1 College Road, Bangor, LL57 2AN

#### Landlord

Full Name Landlord

Address: Landlord Address

**Notices:** In accordance with Sections 47 and 48 of the Landlord & contract holder Act 1987, the Landlord's name and address in England and Wales at which Notices (including Notices of Proceedings) may be served on the Landlord by the contract holder are:

Name:	Varcity Living Ltd.
Address:	Varcity Living
	1 College Road
	Bangor
	Gwynedd
	LL57 2AN

AND Contract holder(s)

Name: Mr Contract Holder

Address including postcode: Contract holder address

**Note:** All contract holder(s) will be jointly and severally liable for the contract holder's obligations contained within this Agreement. In the event of non-payment of Rent and/or other breach of the Agreement, any individual contract holder or group of contract holder(s) may be pursued. This means that legal action may be brought against any one or any group of the contract holder(s). The group of contract holder(s) shall be known collectively as 'The contract holder' throughout this Agreement.

AND IS MADE IN RELATION TO THE PROPERTY AT:

Property Address

Utilities:

Contract Holder Pays:		Landlord Pays:	

THE MAIN TERMS OF THE CONTRACT ARE:

Number of permitted occupiers

The maximum number of people permitted to occupy the Property is: No. of Contract holders

Term

A FIXED TERM of [Duration] commencing on and including 1st July 2025 to and including 30th June 2026

Please be aware that due to some properties having short gaps between tenancies, the Landlord may need to access the property from time to time during the first 8 weeks of your contract to complete proactive maintenance works. This may include maintenance work that has been identified from the closing inspection of the previous tenancy that will need carrying out. At least twenty four hour notice will be given, in line with clause 11.2(access to the property).

The contract holder(s), unless agreed otherwise, can only collect keys, and access their property from 4pm on the first day of the contract, and must leave the property (handing in their keys) by 10am on the last day of their contract.

Rent

The total rent payable per week is £100 and total rent payable is £5,200.00 and is payable in advance in the following instalments to the following bank account:

Lloyds TSB

Sort Code: 30-90-43

Account Number: 30995768

With your full name as the reference, failure to do so could delay payment processing.

From	To	Total Rent
Start of contract (01/07/2025)	31/07/2025	Single payment of £
01/08/2025	31/08/2025	Single payment of £
01/09/2025	29/09/2025	Single payment of £
30/09/2025	12/01/2026	Single payment of £
13/01/2026	27/04/2026	Single payment of £
28/04/2026	End of contract (30/06/2026)	Single payment of £

Utility, Council Tax and Charges for Services

The contract holder will pay:

The Landlord will pay:

Any utilities the Landlord is deemed responsible for, as set out in the particulars, will be subject to the fair usage policy, which can be found on our website [www.varcityliving.co.uk/faqs](http://www.varcityliving.co.uk/faqs) If the bills amount exceeds this usage, the contract holder(s) will be liable for the excess amount. The Fair usage policy applies, unless specified value is stated in the supplementary terms.

### Deposit

A Deposit of £999.99 is to be paid in cleared funds on the signing of this Agreement and is held under the terms of an authorised deposit scheme (as per Clause 5 of this Agreement) the details of which will be made available to the contract holder by the Landlord within 30 days of receiving the Deposit.

Please sign below as evidence of your agreement to this contract

**SIGNED by the Landlord or an authorised person of Varcity Living as agent for the Landlord**

Signature: \_\_\_\_\_

**SIGNED by Contract Holder(s)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Rent Smart Wales

Registration Number    #RN-00000-00000

Licence Number        #LR- 00000-00001

## PART 3

### FIXED TERM STANDARD CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed<sup>5</sup> have (F) added after the term sub-heading. Fundamental terms that can be left out or changed have (F+) added. Supplementary terms have (S) added.

Where Additional terms are included, Additional terms have (A) added.

[Where any Fundamental or Supplementary term has been left out of the contract or otherwise changed] Text omitted from a Fundamental or Supplementary term has been struck through and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder”. Similarly, where a term is referring to something belonging to the contract-holder, it usually uses “your” rather “the contract-holder’s”.

[Where footnotes are included] Footnotes do not form part of the terms of this contract, but have been included where that is helpful.

<sup>5</sup> Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way

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## TERMS

### Rent and other charges - Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the Landlord must provide you with written receipt of any rent or other consideration<sup>6</sup> paid or provided under the contract.
2. To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
3. Please note, it is the contract holder responsibility to organise contents insurance for their belongings stored at the Property.
4. The contract holder shall pay interest at the rate of 3% above the base lending rate of Barclays Bank Plc upon any Rent due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
5. If appropriate access has been arranged for a third party to enter the property, but the contract holder refuses access to the third party or fails to be at the property for a pre-arranged appointment, where the contract holder has agreed to be at the property to let the third party in, then any call out charges incurred would be passed on to the contract holder to pay (default payments, Renting Homes (Fees etc.) (Wales 2019).

### Periods when the dwelling is unfit for human habitation (S)

6. You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation<sup>7</sup>.

### Right of set off<sup>8</sup> (F+)

7. If the Landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent<sup>9</sup>.

### Deposit Form of security (F+)

8. The Landlord may not require security (which includes a deposit) to be given in any form other than —
  - a) money, or
  - b) a guarantee.
9. To pay the Utility, Council Tax (or similar charge which replaces it) and Charges for Services as specified in The Particulars, and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected.

<sup>6</sup> "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the Landlord.

<sup>7</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

<sup>8</sup> This term only applies to contracts under which rent is payable.

<sup>9</sup> The "right of set off" means that if a Landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a Landlord may be liable to pay compensation and way in which that compensation is to be calculated. a) money, or b) a guarantee.

10. 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.
11. In the event of this agreement being terminated by the contract holder before the end of the stated period, if agreed to by the Landlord, then the contract holder agrees to cover the rent until a new contract is agreed upon or, to pay the rent until the end of the term.
12. If the contract holder is locked out of their Room or Property out of office hours and the Agent/Landlord has to attend the Property, a call out charge will be payable where the contract holder defaults, (this call out charge is permitted by The Renting Homes (Fees etc.) (Wales) Act 2019).
13. 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 collect the master set from the agent's office and arrange to have a new key cut at the contract holders expense.
14. Clients' rent is held with Lloyds Bank, in the Varcity Living Ltd Clients Account. No interest will be paid on money held within clients' accounts whether the account is interest bearing or not.
15. 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)
  - b) the charge for reconnection paid by the Landlord where the contract holder has failed to comply with the obligation in The Particulars, this would be the exact cost invoiced by the supplier.
16. Where TV licence is stated as landlord responsibility, in a House of Multiple Occupation (HMO) with one joint tenancy, the TV licence will cover the whole property, if you are in a shared house with multiple tenancies, then the TV licence purchased by the landlord will only cover devices in the communal areas. If you are in a shared house with multiple tenancies and you wish to watch TV (where a TV licence is needed) in your bedroom, you will need to purchase a separate TV licence.

#### **Requirement to use a Deposit Scheme (F)**

If a deposit is taken it will be held and returned under the terms of one of the Tenancy Deposit Scheme detailed below:

#### ***The Deposit Protection Service (The DPS)***

This is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme. The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause 5.3 of this contract.

1. If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme <sup>(10)</sup>.

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<sup>10</sup> Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

2. Before the end of the period of 30 days starting with the day on which the deposit is paid, the Landlord must —

- a) comply with the initial requirements of the authorised deposit scheme, and
- b) give you (and any person who has paid the deposit on your behalf) the required information.

3. The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to —

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

4. Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

5. The recovery from the contract holder of any Rent or any other money which is in arrears.

6. The enforcement of any of the provisions of this contract.

7. Compensation in respect of the contract holder's use and occupation in the event that the contract holder fails to vacate the Property on the due date.

8. The service of any notice relating to the breach by the contract holder of any of the contract holder's obligations under this contract whether or not the same shall result in court proceedings.

9. The cost of any Bank or other charges incurred by the Landlord if any cheque written by the contract holder is dishonoured or if any standing order payment is withdrawn by the contract holder's bankers.

10. 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 excepted).

11. Any other monies owed by the contract holder to the Landlord.

12. Compensation for the breach of any terms of this contract.

13. If the Deposit shall be insufficient the contract holder shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

## **Prohibited conduct**

### **Anti-social behaviour and other prohibited conduct <sup>(11)</sup> (F)**

(1) 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) —

- a) to live in the dwelling subject to this contract, or

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<sup>11</sup> Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —

a) in the dwelling subject to this contract, or

b) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct —

a) capable of causing nuisance or annoyance to —

(i) the Landlord, or

(ii) a person (whether or not employed by the Landlord) acting in connection with the exercise of the Landlord's housing management functions, and

b) that is directly or indirectly related to or affects the Landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts<sup>12</sup> and any other part of a building comprising the dwelling, for criminal purposes.

(5) You must not, by any act or omission —

a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term, or

b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

### **Control of the dwelling**

#### **Use of the dwelling by the contract-holder (S)**

1. You must not carry on or permit any trade or business at the dwelling without the Landlord's consent.
2. The dwelling in the particulars of this occupation contract is the contract holder's primary residence.

#### **Permitted occupiers who are not lodgers or sub-holders (S)**

3. You may permit persons who are not lodgers<sup>13</sup> or sub-holders<sup>14</sup> to live in the dwelling as a home, however the number of permitted occupiers must not exceed the number of occupants identified in the main terms of the contract.

#### **Right to occupy without interference from the landlord (F+)**

4. The Landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

<sup>12</sup> The common parts of a dwelling are a) any part of a building comprising a dwelling and b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

<sup>13</sup> Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with Landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

<sup>14</sup> Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

5. The Landlord does not interfere with your right to occupy the dwelling by reasonably exercising the Landlord's rights under this contract.

6. The Landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act<sup>15</sup>).

7. The Landlord is to be treated as having interfered with your right if a person who —

a) acts on behalf of the Landlord, or

b) has an interest in the dwelling, or part of it, that is superior to the Landlord's interest, interferes with your right by any lawful act or omission.

### **Waste and Refuse**

8. To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.

9. To undertake disposal of refuse by placing refuse in the correct receptacles provided by the local authority and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

### **Letters and Notices**

10. To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.

11. To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time

### **Landlord's right to enter the dwelling – Repairs (F+)**

12. (1) The Landlord may enter the dwelling at any reasonable time for the purpose of —

a) inspecting its condition and state of repair, or

b) carrying out works or repairs needed in order to comply with the obligations set out in terms 15 and 16 of this contract.

(2) The Landlord must give at least 24 hours' notice to you before exercising that right.

Please note that if you are on a contract where the dwelling specified is a bedroom in a property, Landlord, Agent and contractors are permitted to access the communal areas of the property when required, without prior notice. 24 hour notice will be given if access is needed to the bedroom, as stated as the "dwelling" for this contract.

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<sup>15</sup> Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a Landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 15 and 16 of this contract.

(3) Paragraph (4) of this term applies where —

a) the dwelling forms part only of a building, and

b) in order to comply with the obligations, set out in terms 15 and 16 the Landlord needs to carry out works or repairs in another part of the building.

(4) The Landlord is not liable for failing to comply with the obligations under terms 15 and 16 if the Landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs and was unable to obtain such rights after making a reasonable effort to do so.

#### **Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)**

13. (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 14(2) and (3), the Landlord may enter the dwelling 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.

(2) But the Landlord must give you at least 24 hours' notice before entering the dwelling.

#### **Landlord's right to enter the dwelling – Emergencies (S)**

14. (1) In the event of an emergency which results in the Landlord needing to enter the dwelling without notice, you must give the Landlord immediate access to the dwelling.

(2) If you do not provide access immediately, the Landlord may enter the dwelling without your permission.

(3) If the Landlord enters the dwelling in accordance with paragraph (2) of this term, the Landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(4) For the purposes of paragraph (1) in this term, 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.

#### **Landlord's right to enter the dwelling – Viewings with prospective occupiers (S)**

15. The Landlord or the Landlord's Agent and any superior landlord at all reasonable times during the

Tenancy Period with 24 Hour notice by text message, email, or phone call to one tenant to enter the Property where required to:

To enter and view the Property with prospective occupiers at any time during the tenancy.

## Care of the dwelling – contract-holder's responsibilities

### Duty to take care of the dwelling (S)

1. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must —
  - a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
  - b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the Landlord,
  - c) keep the dwelling in a state of reasonable decorative order, and
  - d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier<sup>16</sup>, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.
  - e) that the contract holder shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace the batteries as necessary.
2. Not to 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).
3. Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the contract holder may be asked to pay an additional amount towards the Deposit.
4. If you are on an occupation contract for a specific bedroom or apartment, then you will have access and will be jointly and severally liability for all communal areas in that building. If you are on an occupational contract for the whole property, you are liable for the whole property specified on the occupational contract.
5. 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.
6. Not to smoke/vape or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

### Duty to notify Landlord of defect or disrepair (S)

4. (1) You must notify the Landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the Landlord's responsibility.

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<sup>16</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

(2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the Landlord's 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.

(3) The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care<sup>17</sup> by you, any permitted occupier or any person visiting the dwelling.

### **Care of the dwelling – Landlord's obligations**

#### **Landlord's obligation: fitness for human habitation (F+)**

1. (1) The Landlord must ensure that the dwelling is fit for human habitation<sup>18</sup> —

- a) on the occupation date of this contract, and
- b) for the duration of this contract.

(2) The reference to the dwelling in paragraph (1) of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts. ►

#### **Landlord's obligation to keep a dwelling in repair (F+)**

2. (1) The Landlord must —

- a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- b) keep in repair and proper working order the service installations in the dwelling.

(2) If the dwelling forms part only of a building, the Landlord must —

- a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the Landlord has an estate or interest, and
- b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either —
  - (i) forms part of any part of the building in which the Landlord has an estate or interest, or
  - (ii) is owned by the Landlord or is under the Landlord's control.

(3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

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<sup>17</sup> Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

<sup>18</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

### **Further Landlord obligations in relation to terms 15 and 16 (F+)**

3. (1) The Landlord must make good any damage caused by works and repairs carried out in order to comply with the Landlord's obligations under terms 15 and 16.

(2) The Landlord may not impose any obligation on you in the event of you enforcing or relying on the Landlord's obligations under terms 15 and 16.

### **Limits on Landlord obligations in relation to terms 15 and 16: General (F+)**

4. (1) Term 15(1) does not impose any liability on the Landlord in respect of a dwelling which the Landlord cannot make fit for human habitation at reasonable expense.

(2) The Landlord's obligations under terms 15(1) and 16(1) do not require the Landlord —

a) to keep in repair anything which you are entitled to remove from the dwelling, or

b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the Landlord's obligation under terms 15(1) and 16(2) do not require the Landlord to rebuild or reinstate any other part of the building in which the Landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.

(5) Term 16(2) does not require the Landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of —

a) the dwelling, or

b) the common parts that you are entitled to use under this contract.

### **Limits on Landlord obligations in relation to terms 15 and 16: contract-holder's fault (F+)**

5. (1) Term 15(1) does not impose any liability on the Landlord if the dwelling 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 dwelling.

(2) The Landlord is not obliged by term 16(1) or (2) 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 dwelling.

(3) "Lack of care" means a failure to take proper care —

a) of the dwelling, or

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

### **Limits on Landlord obligations in relation to terms 15 and 16: notice (F+)**

6. (1) The Landlord's obligations under term 15(1)(b) and under term 16(1) and (2) do not arise until the Landlord (or in the case of joint Landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The Landlord complies with the obligations under term 15(1)(b) and under term 16(1) and (2) if the Landlord carries out the necessary works or repairs within a reasonable time after the day on which the Landlord becomes aware that they are necessary.

(3) If —

a) the Landlord (the “old Landlord”) transfers the old Landlord’s interest in the dwelling 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 with term 15(1) or 16(1) or (2),

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.

7. The Landlord shall arrange for the Property (not the Tenant’s possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant’s Obligations under this Agreement.

### **Leaving the Property Empty**

1. To advise the Landlord, by giving reasonable written notice, if the contract holder intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the contract holder may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

### **Rights of permitted occupiers (F+)**

1. A permitted occupier<sup>19</sup> who suffers personal injury, or loss of or damage to personal property, as a result of the Landlord failing to comply with term 15 or 16, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

2. But a permitted occupier who is a lodger<sup>20</sup> or sub-holder<sup>21</sup> may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation<sup>22</sup> contract is made, in accordance with this contract.

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19 Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

20 Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with Landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

21 Section 59(3) of the Act provides that a “sub-holder” means the contract-holder under the sub-occupation contract.

22 Section 59(2) of the Act provides that a “sub-occupation contract” is an occupation contract (a) made with a Landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates.

## **Making changes to the dwelling or utilities**

### **Changes to the dwelling (S)**

1. (1) You must not make any alteration to the dwelling without the consent of the Landlord.

(2) the purposes of paragraph (1) of this term, "alteration" includes —

- a) any addition to or alteration of the fixtures and fittings in the dwelling,
- b) the erection of an aerial or satellite dish,
- c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- d) the carrying out of external decoration to the dwelling.

Unless written comments or amendments are received by the Landlord within 7 days of Tenancy commencement the contract holder acknowledges that the Inventory attached hereto and forming part of this contract is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the contract.

The inventory that is provided will either be in a written format or as a video that details the condition of the property and the items within it.

2. Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.

3. Not to decorate or change the style or colour of the decoration whether it be internal or external, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).

4. To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the contract with allowance for fair wear and tear.

5. Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

6. To clean the windows of the Property, (where access is possible,) as often as necessary.

7. To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.

8. To keep the Garden in the same character; weed free and in good order and to cut the grass at reasonable intervals during the growing season.

9. To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the contract holder's attention.

10. Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.

11. To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary.

## **Changes to the provision of utilities to the dwelling (S)**

12. (1) You may change any of the suppliers to the dwelling of —

- a) electricity, gas, or other fuel or water (including sewerage) services;
- b) telephone, internet, cable television or satellite television services.

2. You must inform the Landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.

(3) Unless the Landlord consents, you must not —

a) leave the dwelling, 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.

(4) For the purposes of paragraph (3)(b) of this term, “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. ►

## **Security and safety of the dwelling: contract-holder’s responsibilities**

### **Security of the dwelling – unoccupied periods (S)**

1. 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.

### **Security of the dwelling – locks (S)**

2. (1) You must take reasonable steps to ensure the dwelling is secure.

(2) 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.

(3) If any change made under paragraph (2) of this term 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.

## **Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage**

### **Permissible forms of dealing (F+)**

1. (1) You may not deal with this contract, the dwelling or any part of the dwelling except —

- a) in a way permitted by this contract, or
- b) in accordance with a family property order (see section 251 of the Act)<sup>23</sup>.

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<sup>23</sup> Section 251 of the Act sets out the meaning of “family property order” for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

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

a) in a way permitted by this contract, or

b) in accordance with a family property order.

(3) If you do anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term —

a) the transaction is not binding on the Landlord, and

b) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the Landlord).

(4) “Dealing” includes —

a) creating a contract, or creating a licence which confers the right to occupy the dwelling

b) transferring

c) mortgaging or otherwise charging.



#### **Permitting lodgers (S)**

2. You must not allow persons to live in the dwelling as lodgers<sup>24</sup> without the Landlord’s consent.

#### **Provisions about joint contract-holders**

##### **Adding a joint contract-holder (F+)**

1. (1) You, as the contract-holder under this contract, and another person may, with the consent of the Landlord<sup>25</sup>, make that person a joint contract-holder under the contract.

(2) 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.

##### **Joint contract-holder ceasing to be a party to a contract — survivorship (F)**

2. (1) 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.

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<sup>24</sup> For the purposes of this term, section 244(3) and (4) of the Act states that ‘a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with Landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.’

<sup>25</sup> When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a ‘Landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions’. What is reasonable is to be determined having regard to Schedule 6 to the Act.

(2) 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.

(3) Nothing in paragraph (1) or (2) of this term 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.

(4) This term does 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.

### **Termination of contract – general**

#### **Permissible termination etc. (F)**

1. (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 which are set out in terms 30 to 33, 36 to 46 and term 54<sup>26</sup>, or

b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) Nothing in this term affects —

a) any right of the Landlord or contract-holder to rescind the contract, or

b) the operation of the law of frustration<sup>27</sup>.

#### **Termination by agreement (F+)**

2. (1) If the Landlord and you agree to end this contract, this contract ends —

a) when you give up possession of the dwelling in accordance what you agree 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.

(2) 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.

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<sup>26</sup> 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, include terms 30 to 33, 36 to 46 and term 54.

<sup>27</sup> The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

### **Repudiatory breach by Landlord (F+)**

3. If the Landlord commits a repudiatory breach<sup>28</sup> 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.

### **Death of a sole contract-holder (F)**

4. (1) 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.

(2) The authorised persons are —

- a) your personal representatives, or
- b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

(4) The contract does not end if, at your death, a family property order<sup>29</sup> has effect which requires the contract to be transferred to another person.

(5) 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 the paragraph (1) of this term.

### **Contract-holders' obligations at the end of the contract (S)**

5. When you vacate the dwelling at the end of this contract, you must —

- a) remove from the dwelling all property belonging —
  - (i) to you, or
  - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- b) return any property belonging to the Landlord to the position that property was in on the occupation date, and
- c) return to the Landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

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<sup>28</sup> A repudiatory breach would a breach of the contract by the Landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the Landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

<sup>29</sup> Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

### **Repayment of rent or other consideration (S)**

6. 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.

### **Termination by contract-holder**

#### **Early termination by contract-holder (F+)**

1. (1) You may end this contract at any time before the earlier of —

a) the Landlord giving you a written statement of this contract under term 49(1), or

b) the occupation date.

(2) To end this contract under paragraph (1) of this term, you must give a notice to the Landlord stating that you are ending this contract<sup>30</sup>.

(3) 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.

#### **Termination of the contract with joint contract-holders (F+)**

2. 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.

### **Replacement of a contract-holder in a contract (S+)**

3. The landlord's consent is required for a transfer of rights to a new contract-holder. There are circumstances where the landlord is treated as having consented, as set out in section 84 of the Renting Homes (Wales) Act 2016.

### **Termination by the Landlord: possession claims and possession notices**

#### **Possession claims (F)**

1. 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 Act which are set out in terms 40 to 45 and 54.

#### **Possession notices (F+)**

2. (1) This term 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) term 41 (in relation to a breach of contract by a contract-holder);

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<sup>30</sup> See term 55 regarding the giving of notice

b) term 43 (in relation to estate management grounds);

c) term 45 (in relation to serious rent arrears).

(2) The notice must (in addition to specifying the ground on which the claim will be made) —

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 (F+)**

1 (1) If you breach this contract, the Landlord may on that ground make a possession claim.

(2) Section 209 of the Act 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 Act).

#### **Restrictions on making a possession claim in relation to a breach of contract (F+)**

2. (1) Before making a possession claim on the ground in term 40, the Landlord must give you a possession notice specifying that ground.

(2) The Landlord may make a possession claim in reliance on a breach of term 6 (antisocial 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.

(3) 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.

(4) 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 (F+)**

3. (1) The Landlord may make a possession claim on one or more of the estate management grounds.

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

(3) Section 210 of the Act 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 Act), and

b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

(4) 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.

(5) Paragraph (4) of this term does not apply if 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 term 42 (estate management grounds) (F+)**

4. (1) Before making a possession claim on an estate management ground, the Landlord must give you a possession notice specifying that ground.

(2) 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

(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act<sup>31</sup> subject to conditions, the Landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

(4) 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) 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 (F+)**

5. (1) If you are seriously in arrears with your rent, the Landlord may on that ground make a possession claim.

(2) 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.

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<sup>31</sup> Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

(3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights)<sup>32</sup> 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 under term 44 (serious rent arrears) (F+)**

6. (1) Before making a possession claim on the ground in term 44, the Landlord must give you a possession notice specifying that ground.

(2) 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.

#### **Court's Order for possession**

##### **Effect of order for possession (F+)**

1. (1) 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.

(2) Paragraph (3) of this term applies if —

a) it is a condition of the 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.

(3) This contract ends immediately before the occupation date of the new contract.

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<sup>32</sup> "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Rights Act 1998 (c. 42).

## Variation

### Variation (F – except 47(1)(a) which is F+)

1. (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.

(2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 48.

### Limitation on variation (F)

2. (1) The fundamental terms of this contract set out in paragraph (2) of this term, 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).

(2) The fundamental terms to which paragraph (1) of this term applies are —

a) term 5 (requirement to use deposit scheme),

b) term 6 (anti-social behaviour and other prohibited conduct),

c) term 29 (joint contract-holder ceasing to be a party to the occupation contract),

d) term 30 (permissible termination),

e) term 33 (death of sole contract-holder),

f) term 38 (possession claims),

g) term 47(1)(b) and (2),

h) this term, and

i) term 54 (false statement inducing - Landlord to make contract to be treated as breach of conduct).

(3) 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<sup>(33)</sup> 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;

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<sup>33</sup> Sections 18 and 19 of the Act explain that “fundamental provisions” are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as “fundamental terms”.

b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term.

(4) 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).

(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

## **Written statements and the provision of information**

### **Written statements (F+)**

1. (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.

(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.

(3) The Landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

(4) You may request a further written statement of this contract at any time.

(5) The Landlord may charge a reasonable fee for providing a further written statement.

(6) 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 (F+)**

2. (1) 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.

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

(3) The Landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

### **Provision of information by Landlord about the Landlord (F+)**

3. (1) 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.

(2) 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.

(3) 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 breach of term 51 (F+)**

4. (1) If the Landlord fails to comply with an obligation under term 51, the Landlord is liable to pay you compensation under section 87 of the Act.

(2) 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.

(3) Interest on the compensation is payable if the Landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

(5) The relevant date is the first day of the period before the end of which the Landlord was required to give the notice.

### **Inventory (S)**

5. (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 in accordance with term 49.

(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. The inventory that is provided will either be in a written format or as a video that details the condition of the property and the items within it.

(3) If you disagree with the information within the inventory, you may provide comments to the Landlord.

(4) Where no comments are received by the Landlord within 14 days, the inventory is deemed accurate.

(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.

#### **Other matters**

#### **False statement inducing Landlord to make contract to be treated as breach of conduct (F)**

1. (1) If the Landlord is induced to make this contract by means of a relevant false statement —

- 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 ground in term 40 (breach of contract).

(2) A relevant false statement is one which if it is made knowingly or recklessly by —

- a) you, or
- b) another person acting at your instigation.

#### **Forms of notices etc. (F+)**

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

(2) Sections 236<sup>(34)</sup> and 237 of the Act 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.

#### **Passing notices etc. to the Landlord (S)**

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.

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<sup>34</sup> Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

### **Additional Terms (A)**

If parking is provided, it is for the use of the contract holders and occasional use by their personal guests only, and is not to be made available to unrelated third parties.

The Occupant agrees that any visitors to the premises shall not reside or remain for a period exceeding fourteen days within any twelve-month period unless prior written consent is obtained from the Landlord. The Occupant shall ensure that visitors comply with all terms of this Agreement during their stay. The occupants should be present when they have guests staying at the house. Failure to adhere to this provision may result in a breach of contract and could lead to termination of occupancy. For the purposes of this Agreement, "reside" shall include overnight stays.

### **Use of Body Worn Cameras by Maintenance Contractors**

Varcity Living LTD may, from time to time, engage maintenance contractors to carry out works at the Dwelling specified in this Occupational Contract. Such contractors may, for the purposes of safety, security, and quality assurance, wear body worn cameras whilst performing their duties. These devices may record video and audio during the visit. Any recordings captured shall be processed and retained in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Varcity Living LTD, as the data controller, shall ensure that such processing is undertaken lawfully and in accordance with its data protection policies and procedures. Any queries in relation to such processing should be directed to [info@varcityltd.com](mailto:info@varcityltd.com).

For the avoidance of doubt, access by contractors in relation to repairs or maintenance will be conducted in accordance with clause 13 (Landlord's Right to Enter the Dwelling – Repairs to Fixtures and Fittings), requiring a minimum of 24 hours' notice, unless an emergency arises as described in clause 14 (Landlord's Right to Enter the Dwelling – Emergencies), in which case access may occur without prior notice.

Third party contractors, including but not limited to statutory undertakers, utility companies, telecommunications providers (such as Openreach), other authorised service providers, and contractors appointed directly by the Landlord, may also require access to the Dwelling from time to time. Such third party contractors may wear body worn cameras or other recording devices in accordance with their own operational and data protection policies. Varcity Living LTD is not the data controller for any recordings made by such third party contractors and has no responsibility for their processing or retention.

## **ANNEX**

See term 42

### **ESTATE MANAGEMENT GROUNDS<sup>35</sup>**

#### **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 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. <sup>35</sup> This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract. <sup>39</sup>*

*(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.*

►

## Fire Safety Advice for contract holders

*NB. that this is not part of the contract but advice for contract holders whilst living in the property.*

All contract holders must be aware of the importance of maintaining fire doors in good condition. All entrance doors (including kitchen, lounge and bedroom doors) must not be wedged in the open position and must be kept shut when not in use.

Any faults or damage to doors should be reported to Varcity Living Ltd. Via the online 'Report Maintenance' portal (or the landlord where applicable). If the self-closing device fitted to the door upon move in is removed or a fire resistant door is replaced with a non-fire resistant door, you are breaking the law.

Important fire safety advice:

- Always keep fire escape routes and exits clear.
- Test the smoke alarm each month to check that it is still working. 'Test it Tuesday'
- Don't overload plug sockets.
- Never try to dry clothes on electric heaters.
- Contact the landlord immediately if you have any concerns about any of the gas or electric appliances in the property.
- Don't smoke cigarettes indoors.
- Keep door and window keys somewhere easy for everyone to access.
- Keep fire doors closed.
- Do not obstruct the communal areas, stairs, corridors and landings, these often form the fire escape routes for the building.
- Do not prop open fire doors in communal areas.
- Do not store prams, bicycles or mobility scooters in communal areas without the permission of the landlord or managing agent.
- If you see anything in the communal areas that does not belong there, check who it belongs to or tell your landlord or managing agent.
- Manage your home contents – do not store anything that might catch fire or burn in cupboards that have electrical equipment (especially items such as consumer units/fuse boards) unless they have been specifically designed for safe storage.
- You must allow access for essential maintenance.
- You should report to your landlord any damage to the building structure that could compromise fire safety (e.g fire doors).
- Many blocks of flats are built to resist fire spreading between individual flats and communal areas – this is called compartmentation. To protect the compartmentation, report any damage to the landlord.
- Before doing any DIY, check with your landlord that this will not affect any of the fire safety features in your flat.

- There may be facilities in the common areas that are installed to help fire and rescue services in an emergency, such as dry and wet risers, opening vents and evacuation alert systems. These should be protected to prevent unauthorised access.

### **Smoke Alarms**

- If you press the button and there is no sound, contact the agent (or where applicable, your landlord)
- If your smoke alarm goes off by mistake, do not take out the batteries. Just wait for it to stop. Many alarms have a hush button that can be pressed to temporarily silence an alarm.
- If you hear a neighbour's smoke alarm, don't ignore it but alert the resident. If they don't respond, call 999 and ask for the fire and rescue service

### **Preventing fires in your home**

#### **In the kitchen: Cooking safely**

- Take extra care if you need to leave the kitchen whilst cooking, take pans off the heat or turn them down to avoid risk.
- Avoid cooking under the influence of alcohol and/or drugs.
- Avoid leaving children in the kitchen alone. Keep matches and saucepan handles out of their reach.
- Keep tea towels and clothes away from the cooker and hob.
- Double check the cooker is off when you've finished cooking.

#### **Take care with electrics**

- Keep electrics (leads and appliances) away from water.
- Check toasters are clean and placed away from curtains and kitchen rolls.
- Don't put anything metal in the microwave unless its designed to take them.

#### **Deep fat frying**

- Make sure your food is dry before putting it in hot oil.
- If the oil starts to smoke – it's too hot. Turn off the heat and leave it to cool.
- **Do not use a chip pan.** Use a thermostat controlled electric deep fat fryer. They can't overheat.

#### **What to do if a pan catches fire**

- Don't take any risks. Never move the pan. Never throw water over it.

- Turn off the heat if it's safe to do so.
- Don't tackle the fire yourself.
- Close the door to the kitchen if possible
- Get out. Stay out. Call 999

## **Electrics**

### **Be extra careful with electrics**

- Always use appliances in line with manufacturers' instructions.
- Overloading electrical sockets, extension or adaptors is dangerous and increases the risk of fire.
- Certain appliances, such as washing machines or electric heaters that use a lot of electricity, should not be plugged into leads or adaptors.
- Unplug appliances when you're not using them, they are fully charged, or when you go to bed.
- Look out for signs of loose wiring, faulty plugs, sockets or fuses, such as scorch marks or flickering lights.
- Inform your landlord/agent immediately if you're concerned about the electrics in your home – this includes damage such as broken switches or sockets.
- Don't fix faulty electrics yourself, inform your landlord/agent.

## **Portable heaters**

Are not permitted in Varcity Living Ltd. Properties.

## **Using electric blankets**

- Unplug the blanket before you get into bed unless it has thermostatic controls for safe all-night use.
- Store electric blankets flat, rolled up or loosely folded.
- Avoid buying second hand electric blankets.
- Check regularly for wear and tear, and always follow manufacturer's instructions

## **Be careful with cigarettes**

Smoking in Varcity Living Ltd properties is not permitted.

## **Be safe with candles**

Candles (without express permission of the landlord) are not permitted in Varcity Living Ltd. Properties.

## **Balcony Safety**

- Never use barbecues, including disposable ones on your balcony. They pose a fire and carbon monoxide risk.
- Fire pits, patio heaters and chimineas should also not be used on balconies.
- Never store flammable or hazardous materials (i.e., gas cylinders) on balconies.
- Keep balconies clutter free. They should not be used for storage. Balconies can be an important escape route for residents or access point for firefighters.
- Do not use or set off fireworks or sky lanterns from a balcony.
- White goods (e.g., washing machines) should not be stored or used on balconies.
- Do not modify your balcony or install combustibile screening.
- Avoid smoking on your balcony. If you do smoke on a balcony, do not discard cigarettes or smoking materials on or over the balcony. Use a sturdy ashtray with a small amount of water in it to ensure materials are extinguished.



#### **What to do if there's a fire or smoke in your flat**

- Never tackle a fire yourself. Leave it to the fire and rescue service.
- Keep calm but act quickly, get everyone out.
- Children may need to be woken up as they may not hear the sound of the alarm.
- Don't waste time investigating what's happened or rescuing valuables.
- If there's smoke, keep low to the floor where the air is clearer.
- Before you open a door check if it's warm. If it is, don't open it - fire is on the other side.
- Close the doors on the way out.
- Alert any neighbours who might be at risk from the fire, without putting yourself in danger.
- Use the stairs and never use the lifts, even if you are high up.
- Call 999 as soon as you're clear of the building – 999 calls are free.

#### **What if you cannot get out?**

- If your escape route is blocked by fire or smoke, stay inside the safest room with a window that opens and call the fire and rescue service by calling 999. This will also help firefighters know where you are, and you can get help over the phone.
- Keep the door closed and use towels or bedding at the bottom of the door to block the smoke, then open the window and shout "HELP FIRE". Wait to be rescued by a firefighter

### **What to do if you are high up**

- In the event of a fire, you should not use the lifts.
- If you can, go down the stairs.
- If you're on the ground floor only, you may be able to escape through a window.
- Use bedding to cushion your fall and lower yourself down carefully. Don't jump.
- If you can't open the window break the glass in the bottom corner. Make jagged edges safe as possible with a towel or blanket. If your clothes are on fire
- Do not run about, it will make the fire worse.
- Lie down and roll around. The fire will get smaller. Use a coat to put out the rest of the fire

### **If there is a fire in another part of the building**

- Blocks of flats are normally built in a way to prevent fires spreading from one flat to another, or to the communal areas. Therefore, if there is a fire in another part of your block it is usually best to stay in your flat. This is known as 'stay put'.
- Leaving the flat when you're not affected by smoke or the fire can place you in greater danger and can hamper the fire and rescue service response.
- Ask your landlord what evacuation strategy applies to your block so you know what to do should a fire occur in someone else's flat – it may be that 'stay put' is not suitable for your block.
- The fire and rescue service may trigger a full evacuation, in which case you'll need to get out and stay out.
- If you feel unsafe, or your flat is affected by heat or smoke, then get out, stay out and call 999.
- If your escape route is blocked or full of smoke or fire, return to your flat and call 999 so firefighters know where you are and can give you help over the phone.

### **Plan an escape route**

Think in advance of what you would do if there was a fire in your flat or elsewhere in your building where you may need to evacuate:

- Establish where the fire exits and alarms are.
- It is easy to get confused in smoke, so it's important to know how many doors you need to go through to reach the stairs.
- Your own flat may have more than one escape route, for example doors leading to a different access corridor, or the use of a common balcony which leads to an escape route.
- Find out from your landlord if this is the case and make sure that it remains easy to use and does not become blocked by rubbish or anything else. Remember, you will not have time to clear your escape route when a fire happens.

- Talk through your 'escape plan' with everyone who lives in your home.
- Make sure everyone knows where to find door and window keys.

