

AGENCY AGREEMENT

Between Barrington Lettings Ltd (Company number 6127437) and

Landlord's name/s (all joint landlords):

.....

Landlord's address: (current address and new address if applicable)

.....

.....

.....Postcode

Tel: Mobile

E-mail Fax:

Landlord's representative who you give consent to act on your behalf:-

Name.....

Address.....

Mobile..... Email

Address of property to let:

.....

.....Postcode.....

The following form the agreement between Barrington Lettings and the Landlord specified above. They are, in conjunction with the Agent's information, the level of service required and selected by the Landlord and are reliant upon the information given to the Agent by the Landlord:

Definitions:

- ◆ The "Landlord", "you", or "your" means the person or persons named above as Landlord of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- ◆ The "Agent", "we" or "us" means Barrington Lettings Ltd, 26 High Rd, Buckhurst Hill IG9 5HP
- ◆ The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- ◆ The "Property" means the property noted above as the address of the property to be let including all outbuildings, grounds fences boundaries etc.

If the deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in appendix C apply. Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

The following are applicable to all tenancies regardless of which deposit scheme is used.

1. Service levels

1.1 Our Introduction Only Service

- ◆ The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- ◆ The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- ◆ For Introduction Only Service landlords, once contact is made by a prospective tenant, the Agent will put the prospective tenant in contact with the Landlord who will then arrange all viewings and tenancy paperwork. The landlord will need to comply with the deposit legislation and the Immigration Act 2014 requirement as appropriate. This element does not apply to the following levels of service.
- ◆ Additional services are available for a fee.

1.2 Our Let Only Service

In addition to the Introduction Only Service items

- ◆ The Agent will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing, portable appliance testing and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- ◆ The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- ◆ Once a prospective tenant is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
- ◆ The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- ◆ The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. For Let Only landlords the Landlord will be responsible for any further work needed under the Immigration Act.
- ◆ On receipt of references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- ◆ The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the move in.
- ◆ The Agent will sign up the Tenant and collect any money due, giving the Tenant copies of appropriate paperwork.
- ◆ If a deposit has been collected and requires protecting under the Housing Act 2004 rules then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence within 10 days, we will protect the deposit in the custodial scheme to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy.
- ◆ For Let Only Service landlords, the Agent will then send the Landlord the funds, less expenses, and the paperwork. This element does not apply to the following levels of service.

1.3 Our Letting and Rent Collection Service

In addition to the Let Only Service items:

- ◆ The Agent will use its best endeavours at all times to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of

any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.

- ◆ The Agent agrees that for the Letting and Rent Collection Service the Agent will accept responsibility for the ongoing Immigration Act checks that may be needed during the Term of the tenancy.
- ◆ If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved.

1.4 Full Management Service

In addition to the Letting and Rent Collection Service items:

- ◆ The Agent will use its best endeavours to arrange minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed). The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- ◆ The Agent will make periodic visits to the property and send a report to the Landlord but such visits and reports can only be regarded as general oversight of the Property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day to day matters arising.
- ◆ The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.

1.5 All levels of service

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will particularly inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
- ◆ If the Agent feels it will provide better service the Agent can arrange to instruct other agents to assist in the marketing of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

2. The Landlord agrees and confirms:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as agent for the Landlord on the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts or omissions or breach of contract.
- 2.4 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.

- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be clean prior to letting and any garden is neat and tidy for the season.
- 2.7 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.9 That if the Property is leasehold the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.10 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room with a solid fuel burning appliance, and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, sub standard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

4. Financial matters:

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.
- 4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies,

utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with Scale of Charges attached. Details of such income received by the Agent can be provided to the Landlord on request.

- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.12 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
 - 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
 - 4.12.2 If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection concluded.
 - 4.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
 - 4.12.4 The Agent will try and assist in resolving any dispute.
 - 4.12.5 If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.
 - 4.12.6 If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
 - 4.12.7 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.

5. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix B below.
 - 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
 - 5.1.2 If a ready willing and able tenant has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving reasonable notice to allow for the orderly handover of the Property.
 - 5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied it will be properly re-protected after being handed over.
 - 5.2.2 In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred, including a reasonable fee for the time management has been provided.
- 5.3 If the Agent wishes to end this agreement at any stage the Agent will write to the Landlord giving reasonable a notice to allow the Landlord to appoint another agent.
- 5.4 Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various

- 6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt. At least one month's notice will be provided.
- 6.2 The Contacts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at which ever level of service the Landlord chooses for each property.

7. Data Protection

- 7.1 The Agent is required to be registered for the purposes of the Data Protection Act.
- 7.2 The Landlord gives consent to their personal data being given to tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.

If you wish to instruct us we can only proceed upon receipt of this agreement duly signed and the information requested in this Pack

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

Introduction Only Let Only Letting and Rent Collection Full Management Service

Please tick the box where applicable. If there is no box to tick please speak to us if you would like our help with the item.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. The Landlord will be responsible for notifying the insurer of the property that the Property is to be let. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Landlord is the legal owners of the Property, or is authorised to let the Property on behalf of the owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Landlord will immediately inform the Agent if the Landlord instructs another firm to let the Property and/or if the Landlord finds other prospective tenants to rent the property. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The Landlord confirms that all soft furnishings at the Property comply with the current fire safety regulations and that all non compliant furniture has been removed from all parts of the Property | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The Landlord requires details of the Rent Guarantee and Landlord's Legal Expenses Insurance | <input type="checkbox"/> | <input type="checkbox"/> |

May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel. (Please initial to indicate agreement.)

Signed
Landlord/ or for and on behalf of all owners of the Property

Dated
Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.

Signed by Agent

APPENDIX A

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the landlord can be found in Section 1 of this agreement.

(b) The trading name of the company is ~

(c) The company can be contacted at:

Address: ~ (this needs to be a geographical address not a PO Box)

Telephone number: ~

Fax number: ~

Email address: ~

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (j) See attached "Scale of Charges"

(k) See attached "Complaints Procedure"

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix B.

(q) We have ongoing after sales service all available via our website or through contact details listed in (c) above.

(r) We are member of ~ and the relevant codes can be found here ~

(s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.

APPENDIX B

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, [~insert agency name, geographical address (le no PO box) and, where available, your telephone number, fax number and email address] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To Barrington Lettings Ltd, 26 High Road, Buckhurst Hill IG9 5HP lee@barringtonlettings.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] ~~contract of sale of the following goods~~ [*]/for the supply of the following service [*],

Ordered on[*]/~~received on~~ [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

APPENDIX C (The Dispute Service (TDS) Members only)

Section C:

Suggested clauses for inclusion in an agent's terms of business

Calendar Day or **day** means any day of the year, including Saturdays, Sundays and bank holidays.

"Relevant Person" means person who paid the deposit or any part of it on behalf of a tenant.

"Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

"Scheme" means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

"Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

"Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

1. Assured Shorthold Tenancy Deposits

- 1.1 If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
- 1.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
- 1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

The DPS
The Pavilions
Bridgwater Road
Bristol BS13 8AE

Phone: 0330 303 0030
Web: www.depositprotection.com
Email: contactus@depositprotection.com
Fax:

- 1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

- 1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit,** if the landlord (or someone acting on the landlord's behalf):
- a) fails to give prescribed information within the Statutory Time Limit; or
 - b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
 - c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
- 1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.
- 1.7 The Scheme rules are available to view and download from www.tds.gb.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:
- a) both landlord and tenant (and any Relevant Person) agree; or
 - b) the court orders us to do so; or
 - c) the Tenancy Deposit Scheme directs us to do so.

2 During the tenancy

- 2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).
- 2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.
- 2.3 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

- 2.4 At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].
- 2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

3 Where there IS a dispute about the deposit at the end of the tenancy

- 3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

- 3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
- 3.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
- 3.4 If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
- 3.5 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.
- 3.6 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**
- 3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**
- 3.8 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tds.gb.com.
- 3.9 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).
- 3.10 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

4 Consent to use personal information

- 4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.
- 4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tds.gb.com).

5 Our duty to provide correct and complete information

- 5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.
- 5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6 Where the tenancy is not an AST

- 6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.
- 6.2 If a dispute arises you, we or the tenant will contact the Scheme. Then:
- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
 - b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
 - c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.
- 6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

7 Where you instruct us that you do not want us to protect an AST deposit

- 7.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
- 7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.
- 7.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

8 Joint Landlords

- 8.1 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.