

## AGENCY AGREEMENT Terms of Business

**Between:**

**Anthony Flint Property Consultants, Regents House, 125 Mostyn Street, Llandudno, LL30 2PE.  
Company Registration Number 06699009.**

**And**

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

.....

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

.....

.....

..... Postcode .....

Tel..... Mobile .....

E-mail..... Fax .....

**Address of property to let:**

.....

..... Postcode .....

This Agreement forms the agreement between Anthony Flint Property Consultants and the Landlord specified above. It sets out in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord:

This Agreement shall commence on [Start Date] and remain in effect until [End Date], unless terminated earlier in accordance with the terms herein".

## 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 Anthony Flint Property Consultants, Regents House, 125 Mostyn Street, Llandudno, LL30 2PE.
- ♦ **The “Contract Holder”** means the party named in the Occupational Contract as the Contract Holder 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.
- ♦ **A “Sub-agent”** is a person employed by, and acting under the control of, the original agent in the business of the agency. Thus, Sub Agent is appointed by original agent and works under control of original agent. In following exceptional circumstance, the sub agent(s) are EHS Energy Homes Solutions – Eco Heat – Lyons Electrical – Spindrift Plumbing – Rightmove Referencing – MS First Rate Decorate..
- ♦ **If the deposit is protected** by The Deposit Protection Scheme, the clauses in appendix B apply. Whether a deposit is covered by this scheme can vary Contract Holder by Contract Holder and it can even change during a Contract. The above are applicable to all Contract Holders regardless of which deposit scheme is used.
- ♦ **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 the Contract Holder(s).
- ♦ **“Stakeholder”** means a person or body who holds the deposit at any time from the moment it has been paid by the Contract Holder(s) until its allocation has been agreed by the parties to the Occupational Contract determined by the ADR process or ordered by the court.
- ♦ **“Scheme”** means an authorised 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 Contract Holder(s) 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.

### **Full Management Service**

- ◆ The Agent will use its best endeavours at all times to collect rents or others charges due from the Contract Holder 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 and the Immigration (Hotel Records) Order 1972 checks that may be needed during the Term of the Contract.
- ◆ 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% including VAT will be charged on the normal commission to cover the cost of the extra work involved
- ◆ The Agent will use its best endeavours to arrange minor repairs, general maintenance, and replacements to the property without necessarily consulting the Landlord up to the value of one month's rent. 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 Contract Holder. The Agent does not accept responsibility for any actual variance between the report and the items reported upon. The Agent will liaise with the Contract Holder 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 timescale 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.

### **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 in particular, 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 (refund to the Agent) for all costs incurred or as may be awarded by a court 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.

## **1. The Landlord agrees and confirms:**

- 1.1 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.
- 1.2 That the Agent is appointed as agent for the Landlord of the Property.
- 1.3 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, omissions, or breach of contract.
- 1.4 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.
- 1.5 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.
- 1.6 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 1.7 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.
- 1.8 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.
- 1.9 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 1.10 That the Agent or any of the employees of the Agent may sign the Occupational Contract, notices, and any relevant documentation for and on behalf of the Landlord.
- 1.11 That the property will be supplied with hard wired smoke alarm per floor and a carbon monoxide alarm in every room with a solid fuel burning appliance or gas 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.

## **2. The Agent:**

- 2.1 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.
- 2.2 Is not liable for any loss or damage arising from the defective work, substandard 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.
- 2.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 2.4 Is not responsible to manage the Property when it is not let.
- 2.5 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.
- 2.6 Is not responsible for any latent (hidden) defect in the Property.
- 2.7 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.
- 2.8 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.
- 2.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 2.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.

### 3. Financial matters:

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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 Occupational Contract, law, and rental market permits.
- 3.5 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 the Contract Holder earned while acting on the Landlord's behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.
- 3.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 3.7 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.
- 3.8 Where the Contract Holder is in receipt of benefits, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund benefits.
- 3.9 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.
- 3.10 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.
- 3.11 If a holding deposit, as permitted by the Renting Homes (Fees etc.) (Wales) Act 2019, is held by the agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 3.12 The Contract Holder deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
  - 3.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
  - 3.12.2 We are a member of the Deposit Protection Scheme  
Which is a government-authorised tenancy deposit protection scheme, administered by:  
The Deposit Protection Scheme,  
The Pavilions  
Bridgewater Road  
Bristol  
BS13 8AE  
Phone: 0330 303 0030  
Web: [www.depositprotection.com](http://www.depositprotection.com)  
Email: [contactus@depositprotection.com](mailto:contactus@depositprotection.com)

- 3.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the Contract Holder, or the decision of an adjudicator or an order of the court.
- 3.12.4 The Agent will try and assist in resolving any dispute.
- 3.12.5 During a dispute the liability to pay for cleaning, repairs etc. will remain with the landlord. Any award made to the landlord post-adjudication will be paid over once received.
- 3.12.6 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.
- 3.12.7 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.
- 3.12.8 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.

#### **4. Notices**

- 4.1 If the Landlord wishes to cancel this agreement before the Occupational Contract 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 at the end of Appendix B below.
  - 4.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
  - 4.1.2 If a ready, willing, and able Contract Holder has been found, those costs and expenses could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- 4.2 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 a minimum of one month's notice to allow for the orderly handover of the Property.
  - 4.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Contract Holder.
  - 4.2.2 In the event of cancellation fees will be payable in accordance with the scale of charges.
- 4.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another agent.
- 4.4 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.

#### **5. Various**

- 5.1 Any variation to this agreement must be agreed in writing between the parties. At least one month's notification will be provided.
- 5.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 5.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.
- 5.4 This agreement will continue until ended in accordance with clause 5.

#### **6. Data Protection**

- 6.1 The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.
- 6.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 6.3 The Landlord will also be a controller in respect of Contract Holder and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations.

## 7. Redress and Client Money Protection

7.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme The Property Ombudsman and you can seek redress by writing to the scheme at:

**The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP**  
**01722 333 306** [www.tpos.co.uk](http://www.tpos.co.uk) [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

- 7.2 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaints procedure, a copy of which is available upon request.
- 7.3 Letting agents are required to have Client Money Protection. Our provider Client Money Protect, and their website is [www.clientmoneyprotect.co.uk](http://www.clientmoneyprotect.co.uk). A copy of our Client Money Protection Certificate is available upon request.

## 8. Scale of Charges

8.1 **VAT** is payable at the prevailing rate on all our fees. In accordance with consumer legislation, it is quoted as included in the prices stated below. If the VAT rate changes the price charged will change accordingly.

8.2 **Set Up Fee** of £594 including VAT or (£495 + VAT).

Which includes advertising, accompanied viewings, referencing prospective Contract Holder(s), preparation of Occupational Contract, check in of new Contract Holder notifying utilities of new Contract Holder, notifying council of new Contract Holders, transfer of deposit to DPS, first inspection within 12 weeks of check-in.

### 8.3 Additional Charges

In accordance with The Renting Home Wales Act 2016 you will also require and which we can provide:

Pictorial and Written Check-In Inventory - Independently Completed - £85.00;  
Pictorial and Written Check-out Inventory- Independently Completed - £85.00;  
EPC (up to 4 Bed Property) - £90.00;  
Asbestos Risk Assessment (where required) - £90.00;  
Legionella Risk Assessment - £40.00;  
EICR;

- 1 bed £168.00 including VAT or (£140.00 + VAT);
- 2 bed £204.00 including VAT or (£170.00 + VAT);
- 3 bed £252.00 including VAT or (£210.00 + VAT);
- 4 bed £312.00 including VAT or (£260.00 + VAT).

8.4 **Management Fee** thereafter is 15% including VAT or (12.5% + VAT) of the monthly rent.

This will include 6 monthly inspections, reporting to landlord following inspections, organizing any maintenance issues raised, check out of Contract Holders, notifying utilities of move out, notifying council of move out.

8.5 **Re-Let Fee.** There is a Re-Let Fee of £480 including VAT or (£400 + VAT) for future tenants.

**We do NOT manage the property** whilst Tenant is being sought. If you would like us to manage the property in preparation for new Tenants, there will be a charge for this service dependent on the work involved.

**8.6 Administration Fee.** Please note that if we prepare your property for marketing purposes and you subsequently withdraw the property prior to a Contract Holder(s) being found you will be charged an administration fee of £360 including VAT or (£300 + VAT).

**8.7. Sale of Property.** If the Landlord choses to use Anthony Flint to sell the property, there will be a discounted Sales Fee 1.00% including VAT or (0.75% + VAT) or a minimum fee of £1,800 including VAT or (£1,500 + VAT).

The fees under the above services are payable when any individual or organisation enters into an agreement to rent the Property as a result of our promotion, introduction, or viewing by the agent. Where clause '8.5 Administration Fee' arises, payment of £360 including VAT or (£300 + VAT) will be required within 14 days of our invoice being presented for services rendered

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

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Have you notified the insurer of the Property that it is to be let?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you legal owner of the Property, or have authority to be letting the Property?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have permission from any mortgage lender (please provide a copy of that permission to the Agent)?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are all soft furnishings at the Property compliant with the current fire safety regulations and has all non-compliant furniture has been removed from all parts of the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you require 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 .....

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 ..... Dated.....

## **APPENDIX A**

### **1 Right to Cancel**

- 1.1 You have the right to cancel this contract within 14 days without giving any reason.
- 1.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 1.3 To exercise the right to cancel, you must inform us at Anthony Flint Property Consultants, Regents House, 125 Mostyn Street, Llandudno, LL30 2PE or email at [rentals@anthonyflint.co.uk](mailto:rentals@anthonyflint.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.
- 1.4 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.

### **2 Effects of cancellation**

- 2.1 If a reimbursement is due, 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.
- 2.2 If a reimbursement is due, 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.
- 2.3 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 your cancellation from this contact, in comparison with the full coverage of the contract.

### **3 Cancellation Form**

To: Anthony Flint Property Consultants, Regents House, 125 Mostyn Street, Llandudno, LL30 2PE.

I/We hereby give notice that I/We cancel my/our Agency Agreement

Name of Landlord(s),

Address of Landlord(s),

Signature of Landlord(s)

Date

## **APPENDIX B (The Deposit Protection Scheme Dispute Service (DPSDS) Members only)**

### **1 Occupational Contract Deposits**

1.1 If a Contract Holder pays a deposit in connection with the deposit must, from the moment it is received, it must be dealt with in accordance with a government-authorised deposit protection scheme.

1.2 The landlord must give the Contract Holder 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 If we receive an Occupational Contract deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Deposit Protection Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

1.4 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 Contract Holder whose deposit is not protected. **A Contract Holder 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 Contract Holder or Relevant Person that the deposit has been protected in a scheme, but the Contract Holder or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

1.5 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 Deposit Protection 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.

1.6 The Scheme rules are available to view and download from [www.depositprotection.com](http://www.depositprotection.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 Contract Holder (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Deposit Protection Scheme directs us to do so.

### **2 During the Occupational Contract**

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 Occupational Contract

2.3 If the Deposit Protection 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 Occupational Contract

### **3 Where there is no dispute about the deposit at the end of the Occupational Contract**

3.1 At the end of Occupational Contract we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the Contract Holder. [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].

3.2 Once you and the Contract Holder 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 Contract Holder(s). We cannot pay until we have the Contract Holder's agreement. If you have joint Contract Holders, all of them must agree.

### **4 Where there is a dispute about the deposit at the end of the Occupational Contract**

4.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the Occupational Contract ends.

4.2 A Contract Holder can ask us to repay the deposit at any time after the Occupational Contract 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 Occupational Contract. We will take your instructions at the time regarding the amount to be withheld.

4.3 If the Contract Holder 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 Contract Holder's request, the Contract Holder can notify the Deposit Protection 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.

4.4 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.

4.5 The Deposit Protection Scheme will review the Contract Holder'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 Contract Holders for using the alternative dispute resolution service if it relates to a Occupational Contract.

4.6 If the Contract Holder'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.**

4.7 Agents and landlords are permitted to refer a dispute about a deposit to the Deposit Protection Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the Contract Holder to confirm whether the Contract Holder will agree to alternative dispute resolution. If there are joint Contract Holders all the joint Contract Holders must agree. A Contract Holder who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the Contract Holder (or all joint Contract Holders) 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.**

4.8 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.depositprotection.com](http://www.depositprotection.com).

4.9 The Deposit Protection 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 Contract Holder(s).

4.10 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.

## **5 Consent to use personal information**

5.1 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.

5.2 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.depositprotection.com](http://www.depositprotection.com)).

## **6 Our duty to provide correct and complete information**

6.1 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.

6.2 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.

## **7 Joint Landlords**

7.1 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. DPS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. DPS 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.