



**Reposit Group Limited t/a Reposit**

## **Terms & Conditions of Use**

Any contract for a Guarantee is subject to the terms and conditions appended below. By doing one or more of the following (i) signing this contract, (ii) clicking 'I agree' to these terms on our website or (iii) using our Services, you agree on the Landlord's behalf to and accept these terms that are incorporated into and form part of our contract with you and they will apply to each Reposit Agreement to which you are a party. Reposit Agreements will be entered into online via our website ([www.reposit.co.uk](http://www.reposit.co.uk)). You hereby represent that you have read the terms and conditions appended below and that they will form a part of each Reposit Agreement. You further warrant that you are entitled to enter into this contract on the Landlord's behalf and to bind the Landlord by contract with us and you acknowledge that in the event that you are not so entitled then you will be liable to us under the terms of this contract in the Landlord's place.

## **Landlord Terms & Conditions**

### **Introduction**

These are the terms and conditions ("**Conditions**") upon which we provide our services.

When we use words like "**we**", "**our**" and "**us**", we are referring to Reposit Group Limited t/a Reposit. We are a company registered in England & Wales. Our registered office is located at 8 Devonshire Square, London, EC2M 4PL and our registered number is 09581330. When we use words like "**you**" or "**your**", we are referring to you, a landlord who owns rental accommodation and/or a letting agency authorised to act on behalf of the landlord.

Please note that our services are provided subject to these Conditions. Please take the time to read them through carefully. If there is anything that concerns you or that you do not understand, please raise the issue with us before we provide the services to you. Once you

have engaged our services, there will be a legally enforceable agreement between us and any further changes can only be made as set out in these Conditions.

## 1. Interpretation

1.1 We will use a number of words and phrases repeatedly in these Conditions so, to make things a little easier, we will define what we mean when we use them here:

**Accommodation** means your rental accommodation to be covered by the Guarantee.

**Agreement or Reposit Agreement** means the agreement between you and us, Reposit Group Limited t/a Reposit, on the basis of these Conditions. Please note that any earlier documents that we may have provided to you do not form part of this Agreement and are not binding upon us.

**Applicable Legislation** means any statute, statutory provision, statutory instrument, law, direction notice, rule or order made under any statute, any regulation or bye-law or requirement of any local authority or of any statutory undertaker who has jurisdiction with regard to the tenancy the subject of the Guarantee and any of the Pre-Tenancy Documents and the Tenancy Documents

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charge** means a charge that you may make at the end of the Rental Period, in respect of any loss or damage suffered by you should a Tenant leave the Accommodation in Default up to a maximum amount equivalent to the Cover.

**Cover** means an amount up to the maximum value of eight weeks' rent or £5000 (whichever is the lesser), as either (i) agreed as payable by the Tenant or (ii) determined as being due from the Tenant to you by an independent adjudicator nominated by us.

**Default** means any failure by the Tenant to:

- (a) pay the whole or any part of the rents, interest, outgoings and any other sums due to, or recoverable by, the landlord under the tenancy agreement, whether or not reserved by way of rent;
- (b) observe and perform any tenant covenants and conditions contained or referred to in the tenancy agreement (save for fair wear and tear).

**Further Payment** means any additional admin fees due to Reposit from the tenant following the initial period of 12 months.

**Guarantee** means the guarantee provided to you for the payment of the Cover subject to your compliance with your obligations under this Agreement and following receipt by us of funds from the Tenant or in default of the same as a named beneficiary of the Reposit master policy, underwritten by Canopus Managing Agents, Lloyds Syndicate 4444.

**Initial Rental Period** means that initial time period which will be 12 months from the commencement of the tenancy agreement.

**Landlord** means the landlord of a property in relation to which a Tenant enters into a Tenant Reposit Agreement.

**Landlord's Guarantor** means any person guaranteeing the obligations of the Tenant to the landlord under the tenancy agreement.

**Parties, Party** means us and/or you, depending on the context.

**Payment** means the fee that a Tenant pays to us and upon receipt of which we shall provide the Services.

**Pre-Tenancy Documents** means those documents as required by The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015, namely the Gas Safety Certificate, the Energy Performance Certificate and the current version (as at the start of the Initial Rental Period) of the How to Rent Guide

**Rental Period** means the dates during which a Tenant rents the Accommodation from you, including the Initial Rental Period and (if applicable) any additional rental periods whether by way of a statutory periodic tenancy or otherwise.

**Services** means our services that commence upon receiving a Tenant's Payment and shall, where applicable, include the payment of the Cover should you make a Charge in respect of Default.

**Tenancy Documents** means the Assured Shorthold Tenancy Agreement or such other document in relation to the tenancy all signed by the Landlord and the Tenant

**Tenant** means a Tenant that wishes to rent your Accommodation, and who shall be making the Payment (and, if applicable, the Further Payment) to us.

**Tenant Reposit Agreement** means the agreement between us and the Tenant in respect of the Accommodation which is the subject of this Agreement.

- 1.2 Any reference in this Agreement to any provision of any Act of Parliament shall include reference to any subordinate legislation (as defined in the Interpretation Act 1978) made pursuant thereto and shall be deemed to be a reference to such Act of Parliament or subordinate legislation as amended, modified or reenacted (whether before or after the date hereof) and any reference to any provision of any such Act or subordinate legislation shall also include where appropriate any provision of which it is a re-enactment (whether with or without modification).

In this Agreement words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting the singular number shall include the plural and vice versa and references to persons shall include bodies corporate unincorporated associations and partnerships.

- 1.3 Unless otherwise stated, references to clauses and sub-clauses are references to clauses and subclauses of these Conditions. The clause headings are for ease of reference only and shall not affect the construction or interpretation of these Conditions.

## **2. Services**

- 2.1 Upon receipt of the Payment and subject to and in consideration of your adherence to these Conditions, we shall deliver the Services to you.
- 2.2 The Services will be provided from the date that we receive the Payment (Commencement Date) and shall continue until the end of the Rental Period, unless this Agreement is terminated earlier in accordance with these Conditions.

## **3. Your Obligations**

- 3.1 You agree:
- (a) to provide us with legal, honest, accurate and genuine details regarding the Tenant and the Accommodation. This may include, as a minimum, details regarding the Accommodation's location, rent, the Tenant's identity (including National Insurance number), the identity of any Tenant's Guarantor. If we determine, in our sole discretion, that the information provided by you is false, misleading or illegal, we may terminate the Agreement with immediate effect;
  - (b) to maintain regular communication with us from the Commencement Date and to inform us as soon as possible if your contact details change. You acknowledge that for us to provide the Services successfully, we require your co-operation on a punctual basis;
  - (c) to (i) arrange for a detailed written inventory (the **Inventory**) in relation to the Accommodation covered by a Guarantee in advance of the commencement of the

Rental Period, including a photographic schedule sufficient for use as evidence in the case of any dispute signed by the Tenant and (ii) a detailed written check out report (the **Check out Report**) within 7 days of the end of the Rental Period;

- (d) to provide us (on request) with electronic copies of the Tenancy Documents and the Pre-Tenancy Documents together with evidence that the Pre-Tenancy Documents were given to the Tenant before the commencement of the Rental Period.
- (e) to notify us no later than 14 days of the end of the Rental Period, should you wish to make a Charge. In order to make a Charge you shall first have negotiated with the Tenant in good faith to seek to resolve the dispute. Where it has not been possible to resolve the dispute with the Tenant by negotiation you shall:
  - (i) complete our online claim form within 14 days of the end of the Rental Period. After this time the Guarantee will expire automatically and it will not be possible to make a claim in respect of it;
  - (ii) provide any evidence supporting the Charge (such as the Inventory and Check Out Report(s), photographs and cleaning receipts, interim inspection reports and the Tenancy Documents) with the claim form and any additional evidence that we may reasonably request within 7 working days of a request;
  - (iii) if a Tenant wishes to challenge the Charge, handle that challenge under the terms of the tenancy agreement and in good faith. If you are unable to reach an agreement with the Tenant you agree that the Charge will be determined by reference to an independent adjudicator nominated by us; and
  - (iv) once the Charge between you and the Tenant has been either agreed by the Tenant or determined by the adjudicator, to provide us with details of your designated bank account so that we can where applicable, transfer the Cover up to the amount of the Charge to you in accordance with clause 5.
- (f) at all material times to act in good faith towards us;
- (g) to inform us immediately if the Rental Period terminates early for whatever reason, including if you serve a notice (including but not limited to a Section 21 or Section 8 notice) seeking possession upon a Tenant;
- (h) to inform us immediately if, after the Initial Rental Period, you agree an additional rental period with a Tenant (whether by way of a statutory periodic tenancy or otherwise).;
- (i) to ensure that each Tenant is at least 18 years old; and
- (j) that any failure on your part to comply with the terms of the Tenancy Documentation or any Applicable Legislation will invalidate this Agreement and you will not be entitled to make a Charge under the terms of this Agreement..

- 3.2 You understand and accept that we provide no assistance or advice regarding the Accommodation's condition, presentation, tenancy agreements, termination, Tenant queries or complaints.
- 3.3 Should a Tenant wish to rent your Accommodation, you must obtain a reference for the tenant using an independent referencing agency who shall as a minimum evaluate the tenant's :-
- (a) Credit history
  - (b) Identity verification
  - (c) Anti – Fraud verification

#### **4. Our Obligations**

- 4.1 We agree:
- (a) to maintain regular communication with you from the Commencement Date and to notify you should any of our business contact details change; and
  - (b) to make payment of the commission fees due to you for administering the Guarantee based on the structure agreed between us from time to time; and
  - (c) to communicate with you regarding the terms of the Guarantee and the condition of the Accommodation before the commencement of the Rental Period;
  - (d) to add the Landlord to the Reposit master policy as a named beneficiary, underwritten by Canopus Managing Agents, syndicate 4444 upon receiving the Tenants' payment;
  - (d) should you wish to make a Charge, to: (i) allow you access to our online claim form or forward our claim form to you in hard copy upon your request; (ii) contact a Tenant regarding the condition of the Accommodation and your Charge; (iii) forward our request for any further evidence to you as soon as practically possible; and (iv) if the Cover is due to you, forward the Cover to your designated bank account in accordance with clause 5.
  - (e) not to make or give any representations, warranties or other promises to a Tenant concerning the Accommodation unless that information was contained in the details provided to us for the purposes of setting up the arrangements between us.

## 5. Payment

5.1 Should you submit a Charge, we will assess that Charge to ensure there are no obvious signs of fraud or other criminal behaviour or any failure to comply with the Tenancy Documentation or Applicable Legislation. If your Charge (or part thereof) is found to be due and the tenant does not dispute the amount of the Charge (or part thereof) or the Charge is determined by the adjudicator, we shall pay an amount equal to the agreed or determined Charge into your designated bank account within 5 working days of our receipt of payment of the Charge to us by the Tenant. In all other circumstances, payment will be made 28 days from receipt of the claim form and all necessary supporting documents from you or within 28 days of determination by the adjudicator, whichever is first to occur.

5.2 You agree that no Charge will be due:

- (a) if there is a Tenant's Guarantor and you have not notified us of the identity of the Tenant's Guarantor;
- (b) until you have exhausted your remedies in respect of the Charge against the Tenant's Guarantor;
- (c) to the extent that you have recovered money from the Tenant's Guarantor in respect of the Charge.

5.3 All sums payable under this agreement:

- (a) are inclusive of VAT or other applicable sales tax (unless otherwise stated), which shall be added to the sum in question; and
- (b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the owing Party is required by law to deduct withholding tax from the sums. If the owing Party is required by law to deduct withholding tax, then the Parties shall co-operate in all respects and take all reasonable steps necessary to: (i) lawfully avoid making any such deductions; or (ii) enable the receiving Party to obtain a tax credit in respect of the amount withheld.

5.4 If any dispute arises as to the sums payable, that same shall be referred to an independent adjudicator nominated by us for settlement and their decision, save in the case of manifest error, shall be final and binding on both of us.

5.5 We reserve the right to withhold payment of the Cover at our discretion in situations where we believe fraudulent or other criminal activity to have taken place. In such circumstances, we may refer the matter to the authorities for investigation and if so, we will be relieved of our obligations of confidence pursuant to clause 6 below.

## **6. Confidentiality**

6.1 We both undertake to keep confidential all information (written or oral) concerning the business and affairs of the other that we may obtain or receive as a result of the discussions leading up to, entering into or during the period of operation of this Agreement. This does not include information that:

- (a) is trivial or obvious;
- (b) is already known to the receiving Party or is in its possession before the disclosure hereunder free of any obligation to keep it confidential; or
- (c) is in or enters the public domain other than as a result of a breach of this clause.

6.2 Each Party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 6.1 above by its employees, agents and sub-contractors.

6.3 You agree that we may share information, which will be anonymised in so far as we are able to, relating to the Services with our insurers and brokers and other parties with a direct interest in relation to the Services, the processing of related insurance and the management of claims made to the extent that this is necessary in order to provide the Services and for our internal business purposes.

## **7. Termination**

7.1 Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other Party commits a material breach of these Conditions which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other Party repeatedly breaches any of these Conditions in such a manner as reasonably to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement.

7.2 A termination of these Conditions pursuant to this clause 7 shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **8. Limitation of liability**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

8.1 You accept that our role in providing the Services is limited to settling the Charge in accordance with this Agreement at the end of the Rental Period in the event that a Tenant leaves the Accommodation in unsatisfactory condition. That said, however, nothing in these Conditions shall limit or exclude our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or

(b) fraud or fraudulent misrepresentation.

8.2 Subject to clause 8.1:

(a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the provision of the Services; and

(b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equivalent to 200% of the Payment.

8.3 This clause 8 shall survive termination of the Agreement.

## **9. Force Majeure**

9.1 No Party shall be liable or deemed to be in breach of its obligations hereunder by reason of any delay in performing, or failure to perform, if the delay or failure was due to any cause

beyond its reasonable control, including without limitation, act of God, explosion, flood, tempest, fire or accident; war or threat of war, national emergency, acts of terrorism, sabotage, insurrection or civil disturbance; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, regional or local authority; strikes, lock-out or other industrial actions or trade disputes (whether involving employees of the Parties or of a third party); unavailability or shortages of goods, materials, fuel, parts, machinery, or transportation; power failure or breakdown in machinery; or default of third party suppliers or subcontractors (an "Event of Force Majeure").

9.2 We agree to give notice to each other upon becoming aware of an Event of Force Majeure. The notice shall contain details of the Event of Force Majeure circumstances. If an Event of Force Majeure continues for more than four weeks, the Party not in default may terminate the Agreement.

9.3 Neither of us will be liable to the other if the Agreement is terminated due to an Event of Force Majeure.

## **10. General**

10.1 These Conditions constitute the entire agreement between the Parties and supersede all prior agreements, representations, statements and understandings between the Parties in respect of the subject matter hereof. You agree that you have not relied upon any representation or statement not recorded in these Conditions in entering into the Agreement.

10.2 We may amend these Conditions from time to time. If we do so, we will let you know in advance of the date upon which the change will take effect. Such a change will not affect the Guarantee which predates any such change but any future Guarantees and Services that we agree to provide will be subject to the revised Conditions from the date upon which they are effective.

10.3 If either of us waives a breach or default of any of these Conditions by the other, this will not be deemed to be a waiver of any further breach of the same or other provisions. Likewise, if either of us delays or does not exercise any right, power or privilege that it has or may have under these Conditions, this will not be deemed to be a waiver of any breach or default.

10.4 If any court or administrative body of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. We both agree to attempt to substitute for any invalid or unenforceable provisions a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

10.5 You may not assign this Agreement nor any of your rights and obligations hereunder. We will be entitled to assign this Agreement and any of its rights and obligations at any time.

10.6 Nobody other than the Parties has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Agreement provided that this does not affect any right or remedy of the third party, which exists or is available apart from that Act.

10.7 These Conditions shall be governed by and construed in accordance with English law and the Parties hereto agree to submit to the exclusive jurisdiction of the English Courts.