



**Reposit Group Limited t/a Reposit**

## **Tenant Terms & Conditions**

### **Introduction**

These are the terms and conditions ("**Conditions**") upon which we provide our services. By doing one or more of the following (i) signing this contract, (ii) clicking 'I agree' to these terms on our website or (iii) making Payment or using our Services, you agree to and accept these terms that are incorporated into and form part of our contract with you. A contract will be made only when all Tenants in the Accommodation have made Payment and will come into effect on the date of the last such Payment.

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, an individual who is looking to rent accommodation.

Please note that our services are provided subject to these Conditions. Please read them through carefully. **YOUR ATTENTION IS DRAWN TO THE LIMITATION OF LIABILITY AT CLAUSE 6 AND THE CONTINUOUS PAYMENT AUTHORITY IN CLAUSE 2 IN PARTICULAR.** 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**

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

**Accommodation** means the Landlord's rental accommodation.

**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 Reposit 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 the Landlord may make at the end of the Rental Period, should you leave the Accommodation in a Default condition at the conclusion of the tenancy, up to the value of eight weeks rent for the Accommodation.

**Default** means any failure by you 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 for the Accommodation, 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;
- (c) comply with the Applicable Legislation.

**Guarantee** means the guarantee provided to your Landlord as a named beneficiary of the Reposit Master Policy, underwritten by Canopius Managing Agents, Lloyds Syndicate 4444.

**Initial Rental Period** means that initial time period you rent the Accommodation from the Landlord.

**Landlord** means the landlord whose Accommodation you wish to rent, or the landlord's appointed representative.

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

**Payment** means the amount agreed between us, 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 between which you rent the Accommodation from the Landlord, including the Initial Rental Period and (if applicable) any additional rental periods whether by way of a statutory periodic tenancy or otherwise.

**Reposit** means an amount up to the maximum value of eight weeks rent for the Accommodation.

**Services** means our deposit replacement services provided under this agreement that commence when you make the Payment, and shall, where applicable, include the payment of the Reposit to the Landlord should the Landlord make a successful Charge against you at the end of the Rental Period, and the recovery of those sums from you.

**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

In these Conditions, we may refer to Acts of Parliament. When we do, you can take it that we are referring both to that Act and any regulations or subordinate legislation made under it. We are also referring to any amendments that may be made either to the Act in question or any such regulations and so on. If the Act is replaced by something else that takes its place, then, until we update the Conditions to take that into account, you can also take it that we are referring to whatever the new legislation is instead.

Just for ease of drafting, we may use the masculine gender or perhaps the feminine. We may use plural or singular. Whichever gender we use, you can deem to include both or, for that matter, all genders and likewise you can read singular as including plural and vice versa. When we refer to persons or people, we include companies, unincorporated associations and partnerships.

We have included paragraph headings to help you navigate this document. But that's all they are there for. They shouldn't be treated as having any impact at all on how the wording of any of these Conditions should be interpreted.

## **Our Services**

Provided that you comply with these Conditions (including making the Payment), we shall deliver the Services to you. We will start providing the Services on the date that we receive the Payment from you (Commencement Date) and we will continue to provide the Services until the end of the Rental Period, unless this Agreement is terminated earlier in accordance with these Conditions.

## 2. Your Obligations to Us

You agree:

(a) to provide us with your legal, honest, accurate and genuine details and to keep us informed if any of the information we require has changed. As part of this process, you authorise us to carry out reference checks on you with the purpose of confirming your identity and financial history. 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, meaning that you may become liable to pay the full deposit for the Accommodation to the Landlord immediately;

(b) to forward the Payment to us in full in accordance with the paragraph below named 'Payment'. You understand that we will be unable to provide the Services and the Landlord may not proceed with the let until this Payment has been received;

(c) to comply with all Applicable Legislation;

(d) to pay your rent to the Landlord on time and in full, to keep the Accommodation in a satisfactory condition and to report any issues with the Accommodation (such as repairs and faults) to the Landlord as soon as possible;

(e) to nominate a lead tenant in cases of multiple occupancy, as appropriate, and 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 cooperation on a punctual basis.

(f) that the Deposit may cover your obligations to the Landlord under the tenancy agreement, including but not limited to, rental arrears and damage that is not consistent with the inventory, save for fair wear and tear, and that you are jointly and severally liable with any other tenant under the same tenancy agreement as you;

(g) that at the end of the Rental Period, we shall inform you, or the lead tenant as appropriate, if the Landlord has made a Charge. If so:

- (i) you shall provide any information or evidence that we may reasonably request from you within 14 days;
- (ii) you shall notify us within 7 days of being informed of the Charge if you wish to challenge that Charge. You understand and accept that if we receive no communication from you in that 7 day period, you will be treated as accepting the Charge and we will invoice you for an amount equal to the Charge;
- (iii) if you notify us that you wish to challenge the Charge within the time period as set out in paragraph (g) (ii) above, you will need to abide by the terms of your tenancy agreement in making that challenge, as applicable, and if the issue remains unresolved, you agree that the Charge will be determined by an independent adjudicator nominated by us on the basis of written and

photographic evidence provided by you and the Landlord and you agree to supply any relevant documentation and/or photographs in support of your position to the adjudicator;

- (iv) if you wholly unsuccessfully challenge a Charge, you shall pay an adjudication fee of £120.00 including VAT to us, in accordance with the paragraph below named 'Payment';
- (v) upon a Charge being either agreed by you or determined against you, we will invoice you for the amount due. You agree to have sufficient funds (equal to eight weeks rent) available to and shall discharge that invoice in full in accordance with the paragraph below named 'Payment'; and
- (vi) if you do not discharge the Charge within 5 working days from the date of invoice, you hereby irrevocably authorise us to charge this sum to the payment card presented by you – **see Continuous Payment Authority below;**

(h) at all material times to act in good faith towards us;

(i) to inform us immediately if the Rental Period terminates early for whatever reason, including if you have receive a notice seeking possession (including but not limited to a Section 21 notice or Section 8 notice) from the Landlord. We will not be held liable if your tenancy is terminated early or you receive such a notice from the Landlord; and

(j) to inform us immediately if, after the Initial Rental Period, you agree an additional rental period with the Landlord (whether by way of a statutory periodic tenancy or otherwise). You understand and accept that a further payment of £30 inclusive of VAT per annum will be due to us in advance of the additional rental period for our Services to continue. If we do not receive the Further Payment from you, we may terminate the Agreement with immediate effect or we may make a charge on the payment card originally presented by you, at our election, and you hereby irrevocably authorise us to make this charge – **see Continuous Payment Authority below.**

You acknowledge and agree that it is your decision (made freely) to enter into this Agreement as an alternative to paying a rental deposit to the Landlord. You understand and accept that we provide no assistance or advice regarding the Accommodation's condition, presentation, marketing, advertising, tenancy agreements, termination, Accommodation queries or complaints.

You will need to contact the Landlord directly with regards to those matters. Our role is simply to contract to pay the Reposit to the Landlord in specified circumstances. You agree that we may share your personal data with our insurers and brokers and other parties with a direct interest in relation and ancillary to the provision of the Services, the processing of insurance and the management of claims made.

On entering into this agreement you agree that you have received the Pre-Tenancy Documents from the Landlord and that you have signed the Tenancy Documents.

Continuous Payment Authority is a recurring payment process where you authorise Reposit to take money from your debit or credit card whenever we are owed money pursuant to this Agreement. Due to the nature of this Agreement payments can vary in amount depending on what is owed at the time. In authorising Continuous Payment Authority which you will do in accepting these terms and conditions you permit us to charge any sums due to your card and to take payments as and when they fall due. You may cancel the Continuous Payment Authority by notifying us in writing.

### **3. Our Obligations to You We will:**

(a) to provide the Guarantee to the Landlord;

(b) maintain regular communication with you from the Commencement Date and notify you should any of our business contact details change;

(c) communicate with you regarding the nature of the Reposit and the condition of the Accommodation;

(d) should the Landlord make a Charge at the end of the Rental Period: (i) contact you regarding the condition of the Accommodation and the Charge and seek confirmation from you as to whether the Charge is agreed or disputed; (ii) if the Charge is agreed by you (or not disputed within 7 days) we will request that payment be made by you, if the Charge is disputed we will request information and evidence from you and will refer the Charge dispute to an independent adjudicator nominated by us for determination; and (iii) forward our invoice for any Reposit to you for payment in accordance with the paragraph below named 'Payment'.

(e) not make or give any representations, warranties or other promises concerning the Accommodation or your ability to rent that Accommodation unless that information was contained in the details provided to us for the purposes of setting up the arrangements between us.

### **4. Payment**

To receive our Services, you will need to pay the Payment via our website. We cannot start to provide our Services to you until we receive the Payment in full.

Should the Landlord submit a Charge, we will assess that Charge to ensure, at our discretion, there are no obvious signs of fraud or other criminal behaviour before proceeding. Should you agree the Charge, you shall pay the amount of the Charge to us in full within 7 days of our request or invoice.

Should your challenge of the Charge be wholly unsuccessful, we shall invoice you for the amount that the adjudicator determines that you should pay and the adjudication fee of £120.00 plus VAT. You shall pay that invoice in full within 5 working days of the date of the invoice. Should a Charge be either (i) agreed by you or (ii) determined as payable by the independent adjudicator, we shall recover from you an amount equal to any sums that we pay in respect of the Reposit to the Landlord.

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 where appropriate; 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 you are required by law to deduct withholding tax.

If you fail to make any payment due to us under this agreement by the due date for payment, then, in addition to other remedies that we may have under these Conditions, you will pay interest on the overdue amount and our reasonable costs of recovering any sums due to us. The interest will be at the rate of 3% per annum above the Bank of England's base rate from time to time and it shall accrue on a daily basis from the due date until actual payment of the overdue amount (whether before or after judgment). You shall pay the interest together with the overdue amount.

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

This paragraph shall survive termination of the Agreement. This means that your obligation to reimburse us for any payment in respect of the Reposit to the Landlord will continue.

## **5. Terminating this Agreement**

Without affecting any other right or remedy available, 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.

Termination of these Conditions shall be without prejudice to any other rights or remedies that either of us may be entitled to in these Conditions or in law. The termination shall not affect any of our accrued rights or liabilities nor the coming into or continuance of any provision in these Conditions, which is intended (expressly or impliedly) to come into or continue in force on or after termination. On termination the landlord may ask the tenant to pay a deposit.

## **6. Our Liability**

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH.

You accept that our role in providing the Services is limited to contracting with the Landlord in respect of payment of a Reposit in some circumstances at the end of the Rental Period. That said, however, nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors or fraud or fraudulent misrepresentation.

Subject to the above paragraph, we shall under no circumstances 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.

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 equal to 200% of the Payment.

This paragraph shall survive termination of the Agreement.

## **7. Force Majeure**

No Party shall be liable or be deemed to be in breach of its obligations if its delay in performing, or failure to perform, was due to any cause beyond its reasonable control (an "Event of Force Majeure").

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.

We will not have any liability to each other if the Agreement is terminated due to an Event of Force Majeure.



## **8. General Information**

These Conditions constitute the entire agreement between us. You agree that you have not relied upon any representation or statement not set out in these Conditions when entering into the Agreement. You acknowledge that these Conditions supersede all prior agreements, representations, statements and understandings between us.

From time to time we may amend these Conditions. We will notify you as to the date that the new Conditions will take effect and you acknowledge that your continued use of our Services will be deemed to be acceptance of the new Conditions. We will not, however, make any changes that would impact upon our obligations concerning the provision of the Reposit without your express agreement.

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.

If any court or administrative body of competent jurisdiction finds that any of these Conditions is invalid or unenforceable, that shall not affect the other Conditions. All other provisions shall remain in full force and effect. We both agree to attempt to substitute any invalid or unenforceable Conditions with valid or enforceable Conditions that achieve, to the greatest extent possible, the economic, legal and commercial objectives.

You may not assign this Agreement or any of your rights and obligations. We will be entitled to assign this Agreement and any of our rights and obligations at any time.

Nobody other than us, the Parties to the Agreement, shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any term of the Agreement. This does not affect any right or remedy of a third party, which exists or is available apart from that Act.

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

