

## The Deposit Protection Service Deposit Protection Custodial Scheme Terms and Conditions

### 1. Definitions

Wherever the following words and phrases appear in these Terms and Conditions they will always have the following meanings:

**ADR Procedure** means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the procedure for disputing a Single Claim (iii) the acceptance of a Dispute into the Adjudication process; and (iv) the Adjudication including implementing the Decision;

Adjudication means an evidence based decision making process as a result of which a Decision shall be made as to how a Dispute should be resolved and Adjudicate shall be defined accordingly;

**Adjudicator** means an independent, impartial and qualified expert appointed by The DPS to Adjudicate and provide a Decision;

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;

**Change of Landlord/ Agent Form** means a paper or online form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;

**Contact Centre** means The DPS's dedicated telephone contact centre which can be contacted on 0330 303 0030;

**The DPS** means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE;

**Decision** means the reasoned decision of the Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions, as notified to the Landlord and Tenant and implemented by The DPS;

**Deposit or Custodial Deposit** means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement, the discharge of any liabilities, any damage to the property and/ or non-payment of rent during the Tenancy;

**Deposit ID** means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful submission of a Deposit to The DPS by the Landlord or a Third Party;

**Custodial Deposit Submission Form** means the form to be completed by the Landlord in accordance with these Terms and Conditions and submitted to The DPS with a payment equaling the amount of the Deposit;

**Dispute** means a dispute between the Landlord and the Tenant relating to how much of the Deposit, if any, held by The DPS under the Custodial Tenancy Deposit Scheme should be returned by The DPS to the Tenant at the end of the Tenancy;

**Dispute Papers** means the documents detailed in Section 27 to 29 below;

**Forms** means all forms required to be submitted in relation to the Scheme and includes the Change of Landlord/Agent Form, the Deposit Submission Form, the Landlord Deposit Repayment Response Form, the Tenant Deposit Repayment Response Form, the Landlord's Evidence Form, the Joint Custodial Deposit Repayment Form, the Tenant's Evidence Form, the Statutory Declaration and the Statutory Declaration Notice;

**Initial Requirements** means for the purposes of the Housing Act 2004 (as amended by the Localism Act 2011) those obligations which must be satisfied within 30 days of receipt of a Deposit;

**Joint Custodial Deposit Repayment Form** means the paper form (where requested by either party) to be completed by both the Landlord and Tenant:

i. requesting that all or part of the Deposit be repaid in accordance with the agreed instructions it contains;

and/or

ii. notifying The DPS that there is a Dispute in relation to the repayment of all or part of the Deposit, requesting that the Dispute be referred to Adjudication in accordance with these Terms and Conditions and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator

**Joint Tenancy** means a Tenancy where there is more than one Tenant and Joint Tenants shall be construed accordingly;

**Landlord** means a Landlord of a Tenancy and for the purposes of these Terms and Conditions includes a Letting Agent or Organisation, where applicable;

**Landlord's Evidence Form** means the standard Landlord's evidence form completed by the

Landlord containing evidence in support of the Dispute;

**Landlord ID** means the unique identifying reference number allocated to the Landlord by The DPS following

their registration with the Service;

**Landlord's Repayment ID** means the identifying number issued by The DPS to the Landlord which is unique to the Landlord and Deposit to which it relates and which will be required by the Landlord to claim repayment of the Deposit;

**Lead Tenant** means:

i. in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and

ii. where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and

iii. where there is only one Tenant, that Tenant.

**Letting Agent** means the letting agent who lets or manages property on behalf of the Landlord;

**Organisation** means the company who lets or manages property on behalf of the landlord.

**Parties** means the Landlord and Tenant and Party shall be construed accordingly;

**Prescribed Information** means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007;

**Repayment ID** means together the Landlord's Repayment ID and the Tenant's Repayment ID;

**Scheme or Custodial Scheme** means the Custodial Tenancy Deposit Scheme, established under the Housing Act 2004 and provided by The DPS on behalf of the Government (Department for Communities and Local Government) under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Third Party has been deposited with The DPS;

**Service** means the Deposit Protection Service or The DPS, which offers both Custodial and Insured Tenancy Deposit Schemes

**Single Claim** means a claim by a Party for the repayment of all or part of the Deposit when the other Party is un-contactable or not responding to correspondence as further detailed in Section 21;

**SMS** means Short Message Service, otherwise known as text messaging services;

**Statutory Declaration** means the statutory declaration completed by either the Landlord or the Tenant claiming repayment of all or part of the Deposit in accordance with the Single Claim Process;

**Statutory Declaration Notice** means a notice to be served by The DPS following the receipt of a Statutory Declaration;

**Terms and Conditions** means these Custodial Deposit Protection Scheme Terms and Conditions;

**Tenancy** means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme or another type of tenancy in respect of which The DPS in its sole discretion agrees to protect a Deposit on these Terms and Conditions as if the Deposit related to an assured shorthold tenancy;

**Tenant** means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants;

**Tenant's Evidence Form** means the standard tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;

**Tenant's Repayment ID** means the identifying number issued by The DPS to the Tenant which is unique to the Tenant and Deposit to which it relates and which will be required by the Tenant in order for them to claim repayment of the Deposit;

**Third Party** means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;

**Transfer** means:

i. the transfer of a Tenancy from one Landlord to a new Landlord; or

ii. the transfer of a Tenancy from one Tenant to a new Tenant; or

iii. in the case of a Joint Tenancy, a change in the identity of one or more Joint Tenants;

**You** means the Party using the Scheme in accordance with these Terms and Conditions and your shall be defined accordingly;

**Virtual Agent** means an interactive program provided by The DPS via its website that serves as an online customer service advisor.

## **2. Background – The Housing Act 2004**

a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.

b. The DPS operates the only custodial tenancy deposit scheme. It is free to use (including the

ADR Process) and open to all Landlords. The custodial scheme is funded entirely from the interest earned on custodial Deposits held.

c. If the Deposit is not protected in a Government authorised tenancy deposit scheme and/ or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the deposit and not more than three times the amount of the deposit. Further, any failure to comply with Section 213 of the Housing Act means that no Section 21 notice can be given.

d. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 14 of these Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at [www.depositprotection.com](http://www.depositprotection.com).

e. Deposits are protected to ensure:

i. when Tenants are entitled to it, they get all or part of their Deposit back;

ii. when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;

iii. any Disputes between Tenants and Landlords will be easier and cheaper to resolve;

iv. Tenants are encouraged to look after the property they are renting.

### **3. Overview of how the Scheme works**

a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to protect the Deposit with the Custodial Scheme, the Housing Act 2004 requires that the Landlord must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.

b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 14. The Landlord must provide the Prescribed Information to the Tenant. A Prescribed Information Template is available at [www.depositprotection.com](http://www.depositprotection.com)

c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for repayment of the Deposit to the Landlord, Tenant or the Third Party (if any). The Landlord and Tenant must complete a Joint Custodial Deposit Repayment Form confirming:

i. the amount of the Deposit repayment of which is agreed; and

ii. the amount of the Deposit repayment of which is not agreed.

d. Any agreed amount of the Deposit will be paid out by The DPS in accordance with the Joint Custodial Deposit Repayment Form within 10 calendar days of receipt of the correctly completed Joint Custodial Deposit Repayment form.

e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions (see Sections 25 to 30) unless the DPS are notified otherwise in writing.

f. If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process (see Sections 22 to 24).

g. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process (see Sections 22 to 24).

### **4. Ways to Contact The DPS**

a. The Online Service

i. Landlords may register online and Parties may complete and submit Forms online by visiting [www.depositprotection.com](http://www.depositprotection.com).

ii. Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com) or, if a Dispute is being dealt with under the ADR Procedure, by emailing [disputes@depositprotection.com](mailto:disputes@depositprotection.com).

iii. Subject to Section 3(a) of the General Terms and Conditions, the online Service will be available 24 hours per day, 7 days per week and 365 days per year.

iv. All transactions processed via the online service will be processed in real time.

b. Contact Centre Service

i. The Contact Centre is available to:

1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Scheme;

2. process requests for Forms; and
3. manage new registrations of Landlords and Letting Agents.
- ii. The telephone number for the Contact Centre is 0330 303 0030.
- iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
- iv. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
- v. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
- vi. Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.

c. Paper Based Service

- i. All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:
- ii. The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA
- iii. Paper Forms can be requested via The DPS helpline on 0330 303 0030.
- iv. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

**5. Registering for the Scheme – general information**

- a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.
- b. The DPS will require all Landlords (other than Letting Agents and Organisations) provide the following mandatory pieces of information:

- i. full name and title of the Landlord;
- ii. correspondence address of the Landlord;
- iii. at least one contact telephone number for the Landlord; and
- iv. online registrants and users will have to provide a valid email address.

- c. The DPS will require all Letting Agents and Organisations to provide the following mandatory pieces of information:

- i. Full name and title of the primary contact at the Letting Agent or Organisation;
- ii. Letting Agent's or Organisation's name;
- iii. correspondence address of the Letting Agent or Organisation;
- iv. at least one contact telephone number for the Letting Agent or Organisation;
- v. online registrants and users will have to provide a valid email address.

**6. Registering Online**

- a. Landlords may register online at [www.depositprotection.com](http://www.depositprotection.com)
- b. All online registrants will have to confirm that they have read and understood The Deposit Protection Service General Terms and Conditions which incorporates the Data Protection Notice/Privacy Policy,
- c. All online registrants, when submitting their first deposit through the custodial scheme or when these Terms and Conditions have been updated will have to confirm that they have read and agree to be bound by these Terms and Conditions.
- d. Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. This password should be kept secure at all times and should not be disclosed to anyone.
- e. Online registrants will receive a password activation email. To validate their registration the Landlord must click through the link in the email and log onto the Service.
- f. Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.
- g. The unique combination of the email address and password provided by the Landlord will be used to validate the Landlord's identity on login, provide access to all information stored by The DPS on the Landlord or Letting Agent, allow Landlords to update data held by The DPS in relation to the Tenancy including a Change of Landlord or Change of Tenants and to instigate the Deposit repayment process.

**7. Registering by Telephone**

- a. Landlords may register by telephone by calling 0330 303 0030.
- b. All Landlords who register for the Service via the Contact Centre will be provided with:
  - i. a Landlord's ID on the telephone which will be confirmed in writing; and
  - ii. a written copy of these Terms and Conditions will be sent within 3 Business Days of registering with The DPS. By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.

## **8. Joint Tenancies and Third Parties**

- a. Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be submitted separately to The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Deposit Submission Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
- b. The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the completion of the Joint Repayment Form, any Statutory Declaration or the Tenant's Evidence Form or any other relevant Form. It is the responsibility of the Lead Tenant to agree with the Landlord the distribution of Deposit at the end of the Tenancy between the Landlord, the Joint Tenants who are party to any Joint Tenancy and any Third Party. Instructions will only be accepted if they have been signed by the Lead Tenant or the Lead Tenant has entered their Repayment ID.
- c. The Lead Tenant will be responsible for providing repayment information for each Tenant and the Third Party and a valid forwarding address/email address for each Tenant and the Third Party to enable The DPS to provide repayment confirmation notices to each Tenant and the Third Party. The Lead Tenant will be required to provide their signature on Repayment Forms on behalf of all of the Joint Tenants.
- d. It is the responsibility of the Landlord completing the Deposit Submission Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
- e. The Landlord will be required to confirm, on the Custodial Deposit Submission Form, that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
- f. Changes to Joint Tenancy information is the responsibility of the Landlord.

## **9. Initial Requirements**

The DPS treats the following parts of these Terms and Conditions as Initial Requirements: 10 (Custodial Deposit Submission); where a Landlord is using the online submission process, 11 (Online Custodial Deposit Submission Forms) or where a Landlord is using the paper-based process, 12 (Paper Custodial Deposit Submission Forms); and, where relevant 13 (Bank Transfers).

## **10. Custodial Deposit Submission**

- a. The Landlord or Letting Agent is responsible for ensuring that Deposits taken in relation to a Tenancy are submitted for protection within 30 calendar days of the date of receipt by the Landlord.
- b. Deposit information can be submitted by completing an online or paper Custodial Deposit Submission Form.
- c. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Custodial Deposit Submission Form is full and correct.
- d. The following information is a mandatory requirement on all Deposit Submission Forms:
  - i. Landlord ID;
  - ii. Landlord name / Letting Agent or Organisation name / trading title;
  - iii. house number / name and first line of address of Tenancy property;
  - iv. town / city of Tenancy property;
  - v. whether the Tenancy property is furnished / unfurnished;
  - vi. start date of Tenancy;
  - vii. Tenancy duration (months);
  - viii. date Deposit received by the Landlord;
  - ix. Deposit amount;
  - x. full name and title of Tenant / Lead Tenant / Third Party;
  - xi. in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy.
  - xii. a mobile phone number or email address for the Sole / Lead Tenant (online submissions).
- e. Incomplete, illegible or unrecognisable Custodial Deposit Submission Forms will be rejected and payments returned to the sending Landlord within 4 Business Days of receipt.
- f. In the event that cheques are returned unpaid, The DPS will levy a fee of £25.89 which must be paid by the Landlord. Until this fee is paid, The DPS will not accept a Deposit from the Landlord.
- g. The Landlord may increase the amount of an existing Deposit at any time during the Tenancy by logging into their account and selecting 'Add additional payment to this Deposit' via the 'View Deposits' menu. Once the payment has cleared, Deposit Confirmations will be issued to the Landlord and Tenant.

## **11. Online Custodial Deposit Submission Forms**

- a. Custodial Deposit Submission Forms may be completed using The DPS online service at

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

- b. Landlords using the online service will not be able to submit a Custodial Deposit Submission Form unless all the mandatory information is provided.
- c. Cheques, Bank Transfers or Debit Cards can be used as payment for online transactions.
- d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where payments are made online, Custodial Deposit Submission Forms will be processed within 1 Business Day of receipt by The DPS.
- e. Cheques sent in support of Custodial Deposit Submission Forms completed online must be accompanied by a printed copy of the completed Custodial Deposit Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Deposit must be securely attached to the printed Custodial Deposit Submission Form.
- f. The printed Custodial Deposit Submission Form and cheque should be sent to the address set out in Section 4(c).
- g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Deposit Submission Form was completed and appearing on the completed online Deposit Submission Form.
- h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- i. For all Deposit Submission Forms that are successfully processed, cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Custodial Deposit Submission Form has been processed and, where applicable, of the cheque for the Deposit clearing). Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form is processed.

## **12. Paper Custodial Deposit Submission Forms**

- a. All paper Custodial Deposit Submission Forms should be sent to the address set out in Section 4(c).
- b. A cheque for the full amount of the Deposit must be securely attached to the Custodial Deposit Submission Form. Only cheques will be accepted as payment for paper Custodial Deposit Submission Forms.
- c. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Custodial Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
- d. Custodial Deposit Submission Forms will be processed within 4 Business Days of receipt by The DPS.
- e. Paper Custodial Deposit Submission Forms will be rejected and the Deposit returned in the event that they are not properly and fully completed.
- f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Custodial Deposit Submission Form and return the cheque and the Custodial Deposit Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- g. Cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Deposit 5 Calendar Days after the Deposit Submission Form has been processed and, where applicable of the cheque for the Deposit clearing). Confirmations will not be delivered to Landlords or Tenants until the Custodial Deposit Submission Form has been processed.

## **13. Bank Transfers**

- a. Bank Transfer payments can be used for online Custodial Deposit submissions. The DPS's 6 digit sort code and each user's unique 8 digit account number can be found on the online account via the 'Summary' option under the 'Payments' menu. It is the Landlord's sole responsibility to ensure that the correct amount is paid to The DPS via bank transfer.
- b. Payments received may be allocated to Custodial Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Custodial Deposit awaiting payment. If for any reason The DPS are unable to create a match, then the deposited funds will be credited to your account for you to allocate manually.
- c. If manual allocation is chosen the Landlord must log-on to their DPS account to manually

allocate the deposited funds to relevant Custodial Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected.  
d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact The DPS on 0330 303 0030 or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).

#### **14. What happens after the Deposit has been protected?**

- a. The DPS will provide confirmation to:
  - i. the Landlord sent to their registered address or registered email address;
  - ii. the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;
  - iii. where there are Joint Tenants, to the registered email address of each Tenant or to the Household at the Tenancy address.
- b. The Landlord will be responsible for providing confirmation to the Third Party.
- c. The confirmation to each Party will contain:
  - i. Name, address and contact details of the DPS;
  - ii. the Deposit ID;
  - iii. the amount of the Deposit;
  - iv. the name and contact details of the Landlord;
  - v. the name(s) of the Tenant(s) and the Lead Tenant, if applicable
  - vi. the address of the Tenancy property;
  - vii. start date of Tenancy;
  - viii. Tenancy duration (months);
  - ix. a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.
- d. The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any Third Parties or to another Party(s). It is the responsibility of the Sole/Lead Tenant to safeguard the Tenants' Repayment ID and not disclose it to any Third Parties or to another Party.
- e. If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can request a reminder of their Repayment ID by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com) or by telephoning 0330 303 0030. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 808 quoting REPAY and adding their deposit ID and Deposit amount.
- f. If, following the expiry of a fixed term period of a Tenancy, the tenancy continues on a statutory periodic basis or a new fixed term period is agreed, The DPS will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term period tenancy.

#### **15. The Tenant's Logon**

- a. Lead Tenants will be able to logon to the Service at [www.depositprotection.com](http://www.depositprotection.com) by inputting their Repayment ID and the Deposit ID.
- b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenants will be able to amend or update Tenants' email addresses and telephone numbers. Lead Tenants will also be able to start the Deposit repayment process online.

#### **16. Changes in Landlord's or Tenant(s) Data**

- a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlords may change any other data held in relation to the Landlord or notify The DPS of a Change of Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.
- b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.
- c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:
  - i. via the telephone helpline
  - ii. via the online service
  - iii. in writing
- d. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.
- e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.

- f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
- g. Changes to Landlord and Tenant's data shall include Transfers.

### **17. Transfers**

#### Change of Landlords

- a. Change of Landlords can be initiated online by the Landlord by the completion of a Change of Landlord Form or through the use of a paper Change of Landlord Form requested from the Contact Centre. The DPS will not register a Change of Landlord unless the receiving Landlord is registered with the Service and holds a valid Landlord ID.
- b. In the event of a Change of Landlord The DPS will deliver confirmations detailing the changes to:
  - i. the outgoing Landlord / Letting Agent / Organisation;
  - ii. the incoming Landlord / Letting Agent / Organisation;
  - iii. Tenant.

#### Change of Tenants

- a. A Tenant Transfer should not be used where a Tenant is leaving the Tenancy. The Deposit Repayment Form claim process must be followed to repay the out-going Tenant's Deposit and a new Deposit must be submitted in respect of any new Tenant to the Property.
- b. A Tenant Transfer should only be used to reflect a change of Lead Tenant.
- c. The Landlord should contact The DPS in writing or by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com), providing the details of the old and new Lead Tenant and giving the reason for the Change of Tenant.
- d. In the event of a Change of Tenant The DPS will provide confirmations detailing the changes to:
  - i. the Landlord / Letting Agent / Organisation responsible for the property;
  - ii. the Lead Tenant – in the event that a new Lead Tenant role has been created as a result of the existing Lead Tenant moving out of the property;
  - iii. the incoming Tenants;
  - iv. the outgoing Tenants.
- e. The DPS will not repay any part of the Deposit to outgoing Tenants unless a Joint Repayment Form is completed and submitted. A new Custodial Deposit Submission Form would then have to be submitted to The DPS in respect of the Deposit.
- f. It is the responsibility of the Tenants to arrange for any payments to be made to departing Tenants or Third Parties.

### **18. Deposit Repayments**

- a. The DPS will only allow a repayment to be started once the Deposit has been protected for a minimum period of 28 calendar days. If you wish to start the Joint Deposit Repayment process before this period of time, please contact us by completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).
- b. All repayments must be initiated by the completion and submission of an online Deposit Repayment Form or the completion and submission of a paper Joint Custodial Deposit Repayment Form obtainable from the Contact Centre or by completing an online Enquiry, form which is available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).
- c. Repayments can either be
  - i. wholly agreed - (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
  - ii. partially agreed - (the Parties agree on the repayment of part only of the Deposit and a Dispute exists as regards the balance); or
  - iii. disputed – (there is a Dispute as to how the entire Deposit should be repaid).
- d. The Landlord will be required to:
  - i. confirm the amount due to the Landlord;
  - ii. enter the amount of any specific claim that is being made against the Deposit, together with details of why each claim is being made ;
  - iii. provide details of the repayment method, bank sort code, account number and reference if applicable; and
  - iv. provide a valid Landlord's Repayment ID.
- e. The Tenant will be required to:
  - i. agree or disagree to each specific claim made by the Landlord, in the event that the Landlord has requested to retain part/all of the Deposit;
  - ii. confirm the amount due to each Tenant and any Third Party;
  - iii. provide details of the repayment method, bank sort code, account number and reference if applicable for each Tenant and any Third Party;

- iv. provide forwarding address / valid email address (optional) for each Tenant and any Third Party and;
- v. provide a valid Tenant's Repayment ID.
- f. The DPS will not release any part of the Deposit unless:
  - i. it has all Parties' agreement to do so; or
  - ii. there is a Single Claim which is not disputed; or
  - iii. there is a Decision from an Adjudicator; or
  - iv. it is passed a Court Order which refers specifically to the Deposit and/or the scheme administrator and the amount of the Deposit to be paid out.
  - v. such release is permitted under its Adjudication rules as a result of a failure by either party to comply with the ADR Procedure.
- g. The DPS urge all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.

#### **19. Online Deposit Repayment Form**

- a. Either party can submit an Online Repayment Notification Form specifying how much of the Deposit should be repaid to them and how much should be repaid to the other party(ies).
- b. In the event that the Landlord wishes to retain an amount from the Deposit, they will be required to state the reason they wish to retain an amount from the deposit and to provide any comments in relation to their claim, if applicable. The Landlord will be able to make multiple claims for different reasons.
- c. Upon receipt of a Landlord Repayment Notification The DPS will write to the Lead Tenant notifying them of the amount claimed by the Landlord, the reason for the amount claimed and the amount to be repaid to the Tenant. The Tenant will be asked to confirm whether they agree or disagree with each claim made by the Landlord and, if they disagree to any part of the claim, they will be asked if they agree to the Dispute being referred to Adjudication.
- d. If the Tenant:
  - i. responds to The DPS notification confirming that they do not agree with the proposal made by the Landlord in the Landlord's Repayment Notification Form, but agrees to the Dispute being referred to Adjudication, if the Landlord has also agreed to the Dispute being referred to Adjudication, it will be referred in accordance with the procedure set out in section 24 to 30.
  - ii. responds to The DPS notification confirming that they do not agree with the proposal made by the Landlord in the Landlord's Repayment Notification Form, but agrees to the Dispute being referred to Adjudication it will be referred in accordance with the procedure set out in section 24 to 30.
- e. If the Tenant does not agree to refer the Dispute to Adjudication, but the Landlord does, the Deposit will be placed on hold after the third claim attempt pending the Tenant's agreement to Adjudication or a Court Order. in line with section 31.
- f. The Lead Tenant can submit an Online Repayment Notification Form specifying how much of the Deposit should be returned to them. There is no limit on the number of claims that can be submitted by the Lead Tenant. Upon receipt of a Tenant Repayment Notification The DPS will write to the Landlord notifying them of the amount claimed by the Tenant. The Landlord will be asked to confirm whether they agree or disagree with the amount claimed by the Tenant and, if they disagree, prompted to submit a new Online Deposit Repayment Form.

#### **20. Paper Joint Repayment Forms**

- a. The completion of a Joint Custodial Deposit Repayment Form can be initiated by either the Landlord or the Tenant.
- b. If there is a Dispute the Landlord and Tenant will be able to reconfirm online a breakdown of the total amount in dispute which the Landlord and Tenant believes is due to be paid to him or her. Alternatively, the Landlord and the Tenant may confirm on the paper Joint Custodial Deposit Repayment Form the total amount which is in Dispute. The Parties will also both be required to confirm online or on paper that:
  - they each agree that the Dispute be referred to Adjudication in accordance with these Terms and Conditions;and
  - they will be bound by the Decision of the Adjudicator.
- c. A failure to provide The DPS with any of the above information will result in the Joint Custodial Deposit Repayment Form being rejected and referred back to the initiating party for resolution.
- d. Repayment of all or part of the Deposit will be made either via direct BACS transfer to the Landlord's and/or Tenant(s)' accounts, sterling cheque or a combination of the two methods in accordance with the Joint Custodial Deposit Repayment Form. Cheques can be made payable to either The Landlord/Agent, the named Tenant(s) or a nominated third party, where authorised. Payment can also be made into overseas bank accounts for a fee of £25.89.
- e. All payments will be released within 10 calendar days of processing a Joint Custodial Deposit

Repayment Form.

### **21. Confirmation of Deposit Repayment**

- a. The DPS shall provide confirmation of the amount of the repayment paid to each Party to:
- i. the Landlord; and
  - ii. all the Tenants.
  - iii. The DPS will send notification that a deposit has been claimed via e-mail, SMS or postal communication.

### **22. Single Claim Process – When Can it be Used?**

- a. The Single Claim Process is a method of repayment for use if:
- i. the Landlord has no current address for the Tenant; or
  - ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy; or
  - iii. the Tenant has no current address for the Landlord; or
  - iv. the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy.
- b. The following criteria needs to have been met before the Single Claim Process can be used:
- i. at least 14 calendar days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
  - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
  - iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
  - iv. the claiming Party believes they should be repaid some or all of the Deposit.
  - v. The amount claimed by the Landlord must be referable to: an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
  - vi. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy in respect of damage to the premises subject to the Tenancy, or loss of or damage to property on those premises, other than damage caused by fair wear and tear.

### **23. Single Claim Process - Statutory Declaration**

- a. To use the Single Claim Process, either the Landlord or Tenant who is claiming part or all of the Deposit (the "Claiming Party") must provide The DPS with a Statutory Declaration at least 14 calendar days after the Tenancy has ended.
- b. The Statutory Declaration can be obtained by logging into the deposit online, completing an online Enquiry Form, available through our Virtual Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com) or by telephoning 0330 303 0030.
- c. PLEASE NOTE: the Statutory Declaration must be sworn or affirmed in the presence of a Solicitor/Commissioner for Oaths/ or a Magistrate.
- d. The Statutory Declaration must contain the following information:
- i. the date on which the Tenancy ended;
  - ii. confirmation that the Parties have failed to reach agreement with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
  - iii. the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
  - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
    1. the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or email addresses) which the Claiming Party has for the Other Party; or
    2. the Other Party has failed to respond to the Claiming Party's written notice in relation to the distribution of the Deposit. In this case a copy of the written notice sent to the Other Party must be attached.
  - v. any information the Claiming Party has as to the whereabouts of the Other Party;
  - vi. confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;
  - vii. confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and
  - viii. a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and wilfully makes a false declaration he may be liable to prosecution under Section 6 of the Perjury Act 1911.

### **24. Single Claim Process – Statutory Declaration Notice and Resolution**

- a. Once The DPS has received a properly completed Statutory Declaration which meets the above

requirements, it will issue a Statutory Declaration Notice and a summary of the claim to the Other Party's registered address asking the Other Party to indicate within 14 calendar days of receipt:

i. whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;

ii. whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and

iii. if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator. The DPS will also, where possible, send notification that a postal Notice has been issued via email or SMS.

b. Unless the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days of issuance (the Statutory Declaration Deadline), indicating their responses to

a.i – iii above, The DPS will release the full amount claimed to the Claiming Party within 10 calendar days of the Statutory Declaration Deadline.

c. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, confirming that he accepts that the whole or part of the amount claimed should be paid to the Claiming Party, such amount will be paid to the Claiming Party within 10 calendar days of The DPS receiving the Statutory Declaration Notice.

d. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within the Statutory Declaration Deadline, indicating that he does not accept that the Claimant should be paid all or any of the amount claimed, The DPS will inform the Claiming Party that their claim has been rejected wholly or in part and shall provide a summary of the Other Party's Statutory Declaration Notice.

e. The Claiming Party will have 7 calendar days from the issue of the summary of the Other Party's Statutory Declaration Notice to either accept or disagree with the contents of the Other Party's Statutory Declaration Notice and to submit any additional evidence which they wish to be taken into account. The Other Party will also be given 7 days notice that the Dispute will be referred to the Adjudicator and given 7 days to submit any final evidence. If no response is received from the Claiming Party or the Other Party within 7 calendar days of the issuance of the summary of the Other Party's Statutory Declaration Notice, the Dispute will be referred to the Adjudicator in any event.

f. If the Other Party completes and returns the Statutory Declaration Notice so that it is received by The DPS within 14 calendar days but fails to indicate whether he consents to the Dispute being resolved by an Adjudicator, he will be treated as having given his consent for the Dispute to be referred to Adjudication. Both Parties will then be informed that the Dispute has been referred to Adjudication as detailed in (e) above.

g. Upon completion of the steps detailed above, The DPS will forward copies of the

i. the Statutory Declaration;

ii. the Statutory Declaration Notice;

iii. any additional evidence submitted by either Party; to the Adjudicator (see; Adjudication at section 30 below).

h. The DPS will release any undisputed amount to the party or parties concerned.

i. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

#### **Adjudication – The Alternative Dispute Resolution (ADR) Service**

##### **25. Eligibility to use the ADR Procedure**

a. The ADR Procedure can only be used if both the Landlord and Tenant have completed a Joint Custodial Deposit Repayment Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit and requesting that the Dispute be referred to Adjudication and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator or if the Parties have completed the Single Claim Process detailed in Sections 22 to 24 above.

b. Once consent to use the ADR Procedure has been received from both Landlord and Tenant, this consent cannot subsequently be withdrawn.

c. In the event that a Landlord or a Tenant does not provide their consent for the Dispute to be resolved through the ADR Procedure, the Dispute must be resolved by the parties or through the courts. If the party who does not provide its consent for the Dispute to be resolved through the ADR Procedure does not start the required court proceedings within 6 months of responding to the repayment claim or Statutory Declaration Notice, indicating that they do not consent to the ADR Procedure, any disputed amount may be released by The DPS to the other party.

d. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.

e. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the

other any other amounts which are due.

f. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.

g. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.

h. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and at any stage of the ADR Procedure but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can return the Deposit in accordance with that agreement.

i. The Adjudicator can only make a Decision to award up to the value of the Deposit.

j. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute may be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.

k. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.

l. The Dispute must not be the subject of an existing court action.

m. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:

i. they relate to matters other than the return of the Deposit; and/or

ii. where either Party has indicated their intention to issue legal proceedings in respect of any of the issues involved in the Dispute; and/or

iii. the issues involved have already been determined by a Court;

n. The Adjudicator may also reject Disputes which, in their reasonable opinion:

i. are being pursued in an unreasonable manner;

ii. are frivolous;

iii. are vexatious; and/or

iv. seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process, or raise matters which, in the opinion of the adjudicator, exceed the Adjudicator's jurisdiction.

o. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to [disputes@depositprotection.com](mailto:disputes@depositprotection.com). All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.

p. In the event that a Dispute is in relation to a tenancy that is not an assured shorthold tenancy, The DPS reserves the right to charge a fee of £500 plus VAT or 10% of the Deposit amount, whichever is the greater. Any sum due is payable by the Landlord and, where possible, will be deducted from any amount payable to the Landlord as a result of the Adjudication Decision. If there is no amount payable to the Landlord as a result of the Adjudication Decision, or if the amount payable does not amount to the fee applicable, the Landlord will be required to separately make payment to The DPS within 14 days of the request for payment.

q. The DPS reserves the right to reject from the ADR Procedure a tenancy that is not an assured shorthold tenancy.

## **26. Initiating the ADR Procedure - The Joint Custodial Repayment Form**

a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them or by The DPS, if the Parties wish to use the ADR Procedure they must complete the Joint Custodial Deposit Repayment Form or the Online Repayment Form and submit it to The DPS.

b. If the Joint Custodial Deposit Repayment Form has not been properly completed (including being signed and dated by both parties) and/or strikes out any of the mandatory declarations (such as the Landlord's or Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be directed by The DPS to pursue the Dispute via the Courts. The DPS shall continue in accordance with section 31 of these Terms and Conditions below, to hold the Deposit until instructed to do otherwise by a Court Order or instruction signed by both Parties.

## **27. The ADR Procedure - Paper Joint Custodial Repayment Form**

a. Upon receipt of a duly completed paper Joint Custodial Deposit Repayment Form notifying The DPS of a Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed by the Landlord and received by The DPS within 14 calendar days of the date in which it was issued by The DPS. The DPS will also, where possible, send notification to the Landlord that a Landlord's Evidence Form has been issued, via email or SMS

b. Upon receipt of a duly completed Landlord Evidence Form, The DPS will provide the Tenant with

a summary

of Landlord's submitted evidence and a Tenant's Evidence Form. The Tenant's Evidence Form must be fully and properly completed by the Tenant and received by The DPS within 14 calendar days of the date in which it was issued by The DPS. The DPS will also, where possible, send notification that a Tenant's Evidence Form has been issued, via email or SMS.

c. Upon receipt of a duly completed Tenant Evidence Form The DPS will provide the Landlord with a summary of the Tenant's submitted Evidence. The Landlord will have 7 calendar days from the date of issue of the summary of the Tenant's Evidence Form by The DPS to either accept or disagree with the contents of the Tenant's Evidence Form and to submit any additional evidence which they wish to be taken into account. If no response is received from the Landlord within 7 calendar days of the date of issue of the summary of the Tenant's Evidence Form, the Dispute will be referred to the Adjudicator. All additional evidence must be received within this time frame.

d. If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Tenant's instructions contained on the Joint Custodial Repayment Form.

e. If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Deposit out in accordance with the Landlord's instructions contained on the Joint Custodial Repayment Form.

### **28. Online Deposit Joint Repayment Form**

a. Upon receipt of a duly completed online Deposit Repayment Form notifying The DPS of a Dispute, The DPS will write to both the Landlord and the Tenant inviting both Parties to submit his or her evidence in relation to the Dispute. The Landlord and Tenant must ensure that The DPS is in receipt of his or her evidence within 14calendar days of the The DPS's invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord or Tenant's intentions

b. If the Landlord or Tenant does not wish to submit any additional evidence in support of his or her claim, the Landlord or Tenant must notify The DPS in writing confirming that they will not be submitting any additional evidence, within 14 calendar days of The DPS's invitation being issued.

c. If, within 14 calendar days of the invitation being issued by The DPS, the Landlord or Tenant fail to submit any evidence, or in the alternative confirm in writing that the Landlord or Tenant has no additional evidence to submit, The DPS will release the full amount claimed to the other Party within 10 calendar days of the deadline for the Parties' response.

d. In the event that neither Party complies with the requirement of paragraph 28(c) above, The DPS will repay any disputed sum to the Tenant.

### **29. The ADR Procedure - Evidence**

a. The Landlord's Evidence should include the following evidence types:

i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;

ii. attach the signed check-in inventory and schedule of condition;

iii. attach vacating instructions;

iv. attach the signed check-out inventory and schedule of condition;

v. attach a signed and legally compliant written tenancy agreement

vi. attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates,

invoices and receipts (produced by an independent or third party) and photographs if available;

vii. attach a statement of the rent account, if relevant;

viii. where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;

ix. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and

x. confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.

b. The Tenant's Evidence should include the following evidence types:

i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and

ii. any other relevant information including photographs, DVD's, correspondence or receipts. Any digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.

c. If either Party is unable to provide any of the evidence detailed above, he or she should explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.

d. If there is a Lead Tenant he or she must complete the Tenant's Evidence Form on behalf of all Tenants

- e. Following receipt of each Parties evidence, The DPS may request additional information or clarification
- f. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.

### **30. The Adjudication**

- a. Upon completion of the steps detailed above, The DPS will forward copies of
  - i. the Landlord's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
  - ii. the Tenant's Evidence Form, Statutory Declaration or Statutory Declaration Notice;
  - iii. any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.
- b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.
- c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
- d. The Adjudicator may:
  - i. make any necessary enquiries with the parties in respect of issues or queries arising from the evidence presented.
  - ii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;
  - iii. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
- f. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
- g. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
- h. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.
- i. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.

### **31. Court Orders**

- a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Deposit if the Court Order specifically refers to the Deposit and/ or the scheme administrator holding the Deposit and includes a direction as to how much of the Deposit is to be paid to the successful claimant.
- b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Deposit until either the Order is amended or a Third Party Debt Order is obtained.

### **32. Liability**

- a. The DPS will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud save that the DPS's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates. The DPS does not accept liability for any indirect or consequential loss suffered by a Party or for any loss, which does not arise as a result of its negligence, wilful default or fraud.
- b. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.
- c. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- d. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been lost, disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS will act accordingly. You will be liable for all such transactions.
- e. Once processed, a Custodial Deposit Repayment Form or online deposit response containing your Repayment ID is a binding instruction to make payment; you are not entitled to cancel,

amend or revoke such an instruction.

f. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made The DPS are not obligated to recover funds that have been paid out incorrectly due to incorrect account details being entered online.

### **33. Costs**

a. Save for a fee of £25.89 if a cheque provided to us bounces, and a fee of £25.89 for the processing of a payment to an overseas bank account, all aspects of the Service are free to use including the ADR Procedure and Adjudication. The DPS is funded entirely from the interest earned on Deposits held.

### **34. Complaints**

a. The DPS aims to provide a first class service to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.

b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either:

by writing to: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA  
OR by

email at: [complaints@depositprotection.com](mailto:complaints@depositprotection.com)

c. The DPS will treat all complaints seriously and investigate the matter fully.

### **35. Confidentiality**

a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.

b. Despite Section 35(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

### **36. General**

a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.

b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:

i. excluding the day of receipt of Forms or documents by The DPS; and

ii. from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.

c. Unless correspondence relates to ADR, Single Claim Process, or the repayment of the Deposit, all communications will be sent via 2nd class post. Correspondence related to ADR, Single Claim Process, or the repayment of the deposit will be sent via 1st class post.

d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0030;

e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.

f. All Deposits will be held in a designated bank account which The DPS maintains for Parties using the Scheme.

g. The DPS may from time to time change these Terms and Conditions, any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at [www.depositprotection.com](http://www.depositprotection.com). All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The DPS. The DPS Terms and Conditions can be viewed online at [www.depositprotection.com](http://www.depositprotection.com) or a paper copy is available on written request.

h. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.

i. If The DPS relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.

j. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.

k. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.

I. The DPS will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.

**37. Governing Law**

**These Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.**