



## Tenancy Agreement

This is an **assured shorthold tenancy agreement** under the Housing Act 1988. It gives you a right to live in the property until the contract is brought to an end in line with the conditions on page 9, 10,11 and 12

**Do not sign it without reading it. When you sign this document, you are agreeing to all the conditions in it. Make sure it contains everything you want to agree to, and nothing you do not want to agree to.**

This agreement is between:

1. «LFULLNAME» (us, the landlord) and
2. «TFULLNAME» (you, the tenant) and
3. «GUFULLNAME» (the guarantor)

It relates to: «PADDR1», «PADDR2», «PADDR3», «PTOWN», «PPCODE» (the property)

The rent is £«RENT» every Calendar month

You must make first payment on «STARTDATE»

Balance payment of \* paid by \* and further payments of £«RENT» paid on 1<sup>st</sup> day of each month thereafter.

You have paid a deposit of £«DEPOSIT»

The deposit is held in a **tenancy deposit scheme**, and is safeguarded by that scheme which is administered by:

**The Deposit Protection Service  
The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA**

**Tel: 0844 4727 000**

**<http://www.depositprotection.com/>**

We certify that this information is true to the best of our knowledge and belief. Fax numbers and email addresses of all parties will be provided to you.

**The start date (when you can begin living in the property) is «STARTDATE» and this contract ends on «ENDDATE»**

But it may continue after this date until the end subject to Addendum 1 of a notice given by you or us, or for one of the circumstances set out on pages 7, 8, 9 and 10 of this agreement.

In line with section 48 of the Landlord and Tenant Act 1987 you can contact us at the address c/o Let Me (Milton Keynes) Ltd, 500 Avebury Boulevard, Milton Keynes, MK9 2BE

### **Rent and other charges**

- 1 You must pay the rent in full and on the dates agreed by Standing Order only. If you pay the rent late, we can charge you interest at 8% a year once the rent is 14 days late. We will charge you interest until the date we receive full payment. If we receive your rent from someone else, we will consider them to be your agent. We will not create a tenancy with any person who pays rent on your behalf.
- 2 You do not have to pay rent for any period during which you cannot live in the property. We will work out the amount of rent which you do not have to pay for every day you cannot live in the property. This condition does not apply if:
  - a you cannot live in the property because you or your guests or family did something or failed to do something which meant that our insurance policy for the property is no longer valid; and
  - b we have given you notice of the conditions of that policy.
- 3 You must pay the Council Tax.  
You must pay for all gas, electricity, water, sewage, phone and other services supplied to the property.
- 4 You must arrange to receive bills for the taxes and services mentioned in conditions 3 and 4, and you must pay the amounts in full and on time. You agree that you are responsible for the items mentioned in conditions 3 and 4 after the end of this contract, until the tenancy has legally ended.

- 5 We or our agent may recover any reasonable costs we have to pay for call-outs to the property resulting from changes to the alarm code that we were not told about, or your friends or relatives not knowing the code.
- 6 We or our agent may recover any reasonable costs we have to pay for call-outs because you have locked yourself out of the property.
- 7 We or our agent may recover reasonable costs we have to pay if we have to sort out returned keys.
- 8 You agree to pay for damage caused to alarms or lights at the property due to a lack of electricity supply if you caused the lack of electricity supply.
- 9 You will be responsible for any reasonable call-out charges if you wrongfully ask for a workman to come to the property, and this is due to incorrect information or against our or our agent's advice.
- 10 You will have to pay workmen's call-out charges if you fail to keep an appointment. You can avoid these charges if you cancel the appointment at least twenty four hours before the appointment, or tell us or our agent that workmen may go to the property without you being there.

### **Deposit**

Any interest earned will belong to the agent. The deposit has been taken to pay for any of the following purposes

- 1 If you do not pay your rent (although you are not allowed to use the deposit instead of paying rent).
- 2 If you or your visitors damage the property or the furniture that we have provided.
- 3 Any reasonable legal or other expenses we have to pay as a result of you not meeting the conditions of this agreement. You may also lose some of the deposit if you leave before the end of the agreement.
- 4 If you break any condition of this agreement.
- 5 You agree that we may use the deposit to pay for any unpaid utility bills (gas, water, and electricity) or Council Tax bills at the end of the tenancy.
- 6 If we have to pay for removing or storing any belongings you leave behind at the end of the tenancy, or clearing any rubbish which you have left.
- 7 If you do not pay any outstanding fees owed to the Agent.

We will give you the deposit back, within 10 working days, when you provide paid final accounts for gas, water, electricity, phone and Council Tax, and once we have checked the property. If there is a disagreement, we will deal with this in line with the conditions of the tenancy deposit scheme in which the deposit is held.

You should give us a forwarding address at the end of the tenancy so that we can return money to you. You agree that we will return the deposit by cheque to the person who provided it.

### **Unacceptable behaviour**

- 1 You must not use or threaten to use violence against a person who is lawfully living in the property.
- 2 You must not do anything which creates a risk of significant harm to a person who is lawfully living in the property.

- 3 You must not cause a nuisance to or annoy any person living in, visiting or working in the area around the property. This includes loud music or other noise which can be heard outside the property between 11pm and 9am, or which will annoy anyone at any other time.
- 4 You must not use or threaten to use the property, or any shared areas that you are entitled to use under this contract, for criminal purposes.
- 5 Do not put anything into the drains that may block them, if you do it is your responsibility to pay to have the drain cleared.
- 6 Do not have any form of heating other than that we have provided. Paraffin heaters, portable gas heaters, liquid petroleum gas and electric fires, other than those we have provided are not allowed. You can use electric oil-filled radiators. You must not store any petrol or paraffin inside the property.
- 7 Do not leave the washing machine on when there is no-one in the property.
- 8 Do not block any flues or ventilators to the property.
- 9 Do not put rubbish anywhere other than in the areas provided.
- 10 Do not allow the gas, water or electricity to become disconnected. You must pay for reconnecting these if it was your fault they were disconnected.
- 11 You must not keep any pet without our permission, in writing. We will not unreasonably withhold our permission, but may grant it with conditions which protect the property and the interests of people living nearby. If we give you permission, you must keep your pet under proper control and pay an extra deposit of two weeks' rent to cover possible damage that may be caused. You also agree to pay for flea treatment at the end of the tenancy. You must also have any carpets professionally cleaned at the end of the Tenancy.
- 12 You must not allow or encourage any person who is living in or visiting the property to act in any way mentioned in these conditions.
- 13 You must not put up posters in the property that can be seen from outside the property or that will cause damage to the property.

We will have either a freehold interest or a long lease on the property you are renting. By law, we must perform certain responsibilities, and so must you. You must not;

1. hold any auction on the property;
2. reduce the amount of light that comes into the property; or
3. fix, or allow to be fixed, any sign, notice, advertisement or poster anywhere on the property which can be seen from outside the property or will damage the property.
4. We will tell you about any other responsibilities we have to perform (and that you also have to perform) at the end of this tenancy agreement.

### **Using the property**

1. You must use the property as a private home and you may not run a business at the property or allow anyone else to do so.
2. You may allow people to live in the property as lodgers if we agree in writing.
3. You may transfer this contract if we agree in writing. The person who you transfer the contract to must be suitable both in terms of their financial situation and their character. If you transfer this contract, any person who has guaranteed your responsibilities under this contract is released from that guarantee after you transfer this contract. We may refuse to transfer if a suitable guarantor cannot be found. You must not transfer this contract within the first three months of your tenancy. We will not unreasonably withhold our permission for you to do this.

4. You must not allow the property to become overcrowded.
5. If the property is not a licensed house in multiple occupation, you must not allow more people to move in so that the property will need a licence. That could mean as few as three people living in the property who are not related. Your local council can advise you as to local laws.
6. If as a result of you breaking 4 and 5 of this condition, we or our agent are fined, you must pay us or our agent the amount of those fines and any reasonable legal costs we have to pay.
7. You must use all locks that are fitted to the property and set the burglar alarm (if there is one) when you go out. You must tell us or our agent if you change the burglar alarm code in case we need to enter in an emergency.
8. You must not give a key to anyone other than a person named as a tenant on this contract, a member of your family living at the property, or an authorized lodger. If at the end of the tenancy we believe that we have not received all the keys to the property, you will have to pay our reasonable costs for fitting replacement locks. That is because we have a duty to make sure that future tenants are protected. You must keep the property secure.
9. You must not nor allow smoking in the property.

### **Our right to enter the property**

- 1 We may enter the property at any reasonable time to carry out gas safety inspections, carry out any other inspection needed by law, or deal with pests.
- 2 We may enter the property at any reasonable time to inspect the condition or to carry out work or repairs needed to meet our responsibilities.
- 3 We must give you at least 24 hours notice before doing this, or asking someone to do this on our behalf.
- 4 If there is an emergency and we need to enter the property immediately, we are entitled to enter, or if necessary force entry to, the property without giving you any notice. You may have to pay for any damage done in the process of forcing entry to the property if it was your fault that we needed to force entry.
- 5 You must tell us as soon as you are aware about any fault or repair which we are responsible for. If you do not, you may have to pay for any further damage caused as a result of any delay.

### **Looking after the property**

You are not responsible for fair wear and tear to the property or to fixtures and fittings, but you must do the following.

- A Take care of the property and any furniture we have provided.
- B Take care of any fixtures and fittings, and take reasonable precautions to prevent freezing pipes.
- C Keep surface drain covers free from leaves and other waste.
- D Arrange to have your chimneys swept every 12 months if you have a coal or log fire.
- E Repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by you or anyone using or visiting the property.
- F Not damage walls to hang pictures.
- G Do not remove any fixtures or fittings from the property without our permission, or bring a water bed into the property.

H Do not redecorate without our permission. We will not unreasonably withhold our permission as long as the planned scheme is likely to be acceptable to future tenants and is carried out by a skilled person to a professional standard. You must send us samples of proposed wallpapers and paint you plan to use. We will only give our approval in writing

I Do not make any improvement or alteration to the property without our permission in writing. We have the right to refuse our permission for any alterations or improvements, or we may attach certain conditions. Any fixtures become our property.

J Condensation: You should ensure that the Property is sufficiently heated and ventilated to avoid condensation and mould growth. If there is excess condensation you must wipe down affected surfaces promptly with an anti-mould product to help prevent mould growth recurring. You also may be held responsible for making good any damaged areas as a result of your failure to heat and ventilate the property. If you are in doubt as to how to do so, please ask the Landlord or his Managing Agent.

K Do not spend money on repairs without our permission in writing. You do not have authority to employ workmen on our behalf. If you do, you will have to pay for them unless you were acting reasonably to deal with emergency repairs which we are responsible for.

L If you have a garden, you must keep it tidy and well maintained, and not remove any trees or plants. You must not lop, top or cut down any trees. You must not alter the general appearance of the garden.

M You agree to pay for damage to doors and windows if the police break into the property as a result of any criminal activity by you or any person you have invited into the property or who is allowed to live there.

N You agree to replace all tap washers, fuses, light bulbs, fluorescent tubes and smoke-alarm batteries whenever necessary. You agree to regularly test fire alarms, smoke alarms and carbon-monoxide detectors, if there are any.

O You agree to pay for the treatment needed to get rid of fleas, ants, mice, wasps nests and other pests unless you can prove that these are a result of us not meeting our repairing responsibilities or these existed before the start of your tenancy.

P You agree to allow our workmen to use any gas, water or electricity at the property to carry out their work. If you do not agree to this you may have to pay the cost of the workmen hiring other equipment.

Q You must disconnect the gas, water or electricity if these are not working correctly. You can usually disconnect the gas and electricity at the meter and the water at the main stopcock.

R Where wooden floors are fitted, you must not wear stiletto heeled shoes nor any footwear that may damage the floors. Only soft soled footwear should be worn. You should also ensure protective pads are added to the legs of all furniture. You will be charged for any such damage caused to the wooden flooring.

### **Giving us relevant notices about the property**

You must give us the original copies of any notices, orders or similar documents about the property or any nearby land that are addressed to us and delivered to the property. You must do this as soon as possible. This may include, for example, notices under the Party Wall Act 1996 or planning applications. You may send them to our address given on page 14 of this contract.

### **Leaving the property empty**

Our insurance policy may not be valid if the property is left unattended for more than the number of days outlined in the tenancy agreement. This is usually 28 days, but will be the number of days we tell you in an amendment to this agreement if different. You must tell us or our agent about this in writing.

### **Our responsibility to repair**

1. We must make sure that there is no category -1 hazard in the property. A category -1 hazard is one which has a score of 1000 points or more on the Housing Health and Safety Rating System. If the property forms part of a building we must make sure there is no category -1 hazard on the structure or outside of the building or in the shared areas.
2. We must maintain the structure and outside of the property (including drains, gutters and outside pipes), the service installations, and the heating and hot water systems in the property.
3. Under terms 1 and 2, we will maintain the property to a standard which is reasonable considering the age and character of the property and the period during which the property is likely to be available for people to use as a home.
4. We must repair any damage caused by work and repairs we carry out to meet our responsibilities under terms 1 and 2.

### **Limits on our responsibilities to repair – general**

Term 1 above does not give us any responsibility for a category -1 hazard which we cannot remove at reasonable expense.

Under terms 1 and 2 we do not have to rebuild or repair the property or any part of it, if it was destroyed or damaged by a “relevant cause”, or to repair anything which you are entitled to remove from the property. Relevant causes are fire, storm and flood or any other accident which could not have been avoided.

We are not responsible for failing to meet with terms 1 to 4 above if we do not have rights over other parts of the building to allow us to carry out the work or repairs.

### **Limits on our responsibility to repair – your fault**

Under term 1, we are not responsible if a category -1 hazard has been caused by a lack of care by you or anyone who is allowed to use the property.

Under terms 2 and 3, we do not have to carry out work or repairs if they have been caused by a lack of care by you or anyone who is allowed to use the property.

Lack of care means a failure to take proper care of the property or any shared areas you are entitled to use under this contract.

### **Limits on our responsibility to repair – notice**

We will not have any responsibilities under terms 2 and 3 until we are told about any work or repairs that are necessary.

We will meet our responsibilities under these terms if we carry out the necessary work or repairs within a reasonable time after the day on which we are told they are necessary.

A new landlord is treated as becoming aware of any works or repairs that are needed on the date of the transfer, but not before.

### **Joint tenants**

1. You may, with our permission in writing, make another person a joint tenant under this contract.
2. A joint tenant is entitled to all the rights, and has all the responsibilities, of a tenant under this contract from the day on which they become a joint tenant.
3. A joint tenant may withdraw from this contract by giving us a withdrawal notice in writing. We do not have to accept the notice before the end of the fixed term of this contract.
4. The notice period must be at least one calendar month and the notice must show the date on which the joint tenant wants to end their part of this contract.
5. The joint tenant must give a written notice to the other joint tenant when they give us the withdrawal notice,
6. When the joint contract ends, we will arrange to inspect the property to assess any damage caused by the joint tenant who has left. We will offer a new contract to the remaining tenants and any suitable replacement joint tenants they want to add to the new joint contract.
7. The legal effect of a joint contract is that tenants can be made to pay for any cost arising under this contract either as an individual or together.

### **Survivorship**

1. If a joint tenant dies, or is no longer part of this contract for some other reason, the remaining joint tenant will be fully entitled to all the rights and have to meet all responsibilities under this contract.
2. The joint tenant is not entitled to any right and will not have any responsibility after they end their part of this contract.
3. Nothing in terms 1 and 2 removes any right or responsibility that the joint tenant had before they ended their part of this contract.
4. Terms 1 to 3 do not apply where a joint tenant is no longer part of this contract because their rights and responsibilities under this contract are transferred.

### **Ending the contract**

- 1 We may end this contract by giving you at least two calendar months' notice in writing in line with section 21 of the Housing Act 1988 that you must give up the property on a date shown on the notice. The notice will be served in line with the provisions of section 196 of the Law of Property Act 1925, and will either be given to you in our office at the start of the contract, or hand-delivered to the address on the contract by us or our agent. If we are aware that you have moved to another address, we will also send a copy of the notice to that address by first-class post.
- 2 If you give up possession of the property before the date shown in a notice under term 1, the contract will end on the date given in the notice unless you are leaving earlier in line with the conditions of your termination notice.
- 3 The notice will not apply if we withdraw it before this contract ends and you do not object.

- 4 You may end this contract by giving us at least eight weeks' notice in writing that you will give up the property on the date shown on the notice. You may give the notice at any time, but it must be sent by first-class recorded delivery or handed to us or our agent during normal office opening times. Neither the landlords notice in term 1 above, nor the tenant's notice in this paragraph may expire before «TERM» have passed.
- 5 If you give up the property on a date earlier than the date shown on the notice, the tenancy will still end on the date shown on the notice.
- 6 Neither notice will apply until it has been legally served on the other side.
- 7 The notice will not apply if, before this contract ends, you withdraw the notice and we do not object to the withdrawal.
- 8 At the end of our notice in term 1 we may make a claim to the court to repossess the property.
- 9 We may end the tenancy before the contract term ends if you break any condition of the tenancy.
- 10 If you are the only tenant and you die, this contract will end two months after your death or when we receive notice of your death from an authorized person, if this is earlier.
- 11 Only you, a person authorized by you in writing or your personal representative if you have died can give notice to end your tenancy.

#### **When this contract ends**

1. You agree to allow us to show future tenants around the property in the last eight weeks of the tenancy. We will give you 24 hours' notice if we want to do this.
2. You must leave behind anything belonging to us and anything belonging to anyone else staying on in the property.
3. No one else must be living in the property when you leave. Your tenancy will continue (as will your responsibility to pay standing charges for gas, water and electricity and for Council Tax) if you do not leave the property empty. You agree to pay our reasonable legal costs if we have to go to court to repossess the property from someone you have allowed to stay in the property after you have left.
4. You agree to us getting rid of anything that you leave behind at the end of the tenancy and you agree to pay our reasonable costs. You agree to pay us for any damages we may have to pay to someone whose belongings we get rid of in line with condition 2.
5. If you moved any of our furniture during the tenancy, you must return it to where it was at the start of this contract.
6. You must return to us all the keys to the property (including any extra keys that have been cut).
7. You must make sure the property is in the same clean condition that it was in when the tenancy started (depending on fair wear and tear). You will not be allowed extra time after the end of the tenancy to return to clean it. If we used a professional cleaning contractor before your tenancy began, you agree to pay the costs of professional cleaning at the end of the tenancy. You must clean inside the windows. You agree to pay for all carpets that have been damaged or soiled during your tenancy to be cleaned.
8. We will return any deposit to you, which we are not holding to cover any damage, within 10 working days of you providing paid final accounts for gas, water, electricity, phone and Council Tax. This will tell us the details of the current suppliers and to help us to protect the property from an adverse credit rating, if you do not pay your bills. If you want us to post the cheque to you, you will need to give us your new address.

9. You agree that we can send details about the way you have managed this tenancy to any future landlord, and to other agents and landlords, and to the 'bad tenant' data-bases if you have not managed your tenancy properly. You agree that we can pass details we have about you to any of your creditors (people you owe money to) who may make an enquiry about you.

### **Forfeiture clause**

A court may order you to leave the property before the end of the contract if any of the following happens.

- 1 You have not paid rent for more than 14 days after it is legally due.
- 2 You or your representative provided references which were false or misleading.
- 3 You break any condition of this contract.
- 4 You leave the property empty for more than 28 days (without our permission) or it seems that you have abandoned the property.
- 5 You become bankrupt, your belongings are seized by bailiffs, or you enter a voluntary arrangement with the people you owe money to.

If any of these things happen, we have the right to enter the property after the bailiffs evict you following a court order for possession. We will start this process by sending you a notice in line with the procedure set out in section 8 of the Housing Act 1988.

We may only enter the property and take possession if a court order allows us to do this.

### **Other charges you may have to pay**

We may have to pay costs if you do not keep to the conditions of this contract. The law allows us to recover our reasonable costs from you. The costs you will have to pay are as follows.

- a. If we or our agent has to send you a letter because you have broken the agreement (including owing rent) you must pay our reasonable costs of not more than £46, including VAT.
- b. If your bank returns a cheque, standing order or direct debit unpaid, you must pay our or our agents reasonable costs of not more than £21 including VAT.
- c. If we or our agent send you a Section 8 Housing Act 1988 notice because you have broken this agreement you must pay our reasonable costs of not more than £46, including VAT. We will not additionally charge you for any covering letter.
- d. If you do not respond to the notice, and as a result we or our agent have to visit you at home, you will pay our or our agents reasonable costs of not more than £62, including VAT.
- e. If we have a genuine reason to believe that you have abandoned the property and we have to visit the property and speak to neighbours and authorities, you agree to pay our or our agents reasonable costs of not more than £62, including VAT.
- f. If we or our agent has to arrange maintenance, repairs or cleaning to satisfy the Inventory at the end of the Tenancy then you agree to pay our or our agents reasonable costs of not more than £60 including VAT for each arrangement.

- g. If we or our agent has to re-inspect the premises to ensure that any works that were required to satisfy the Inventory have been carried out satisfactorily then you agree to pay our or our agents reasonable costs of not more than £90.00 including VAT.
- h. If the property is a furnished property and the furniture and effects are not left in the original location as per the inventory then you agree to pay our or our agents reasonable costs of not more than £57, including VAT
- i. If we or our Agent have to undertake additional work beyond letter writing to recover late rent payments then you agree to pay our or our Agents reasonable costs of not more than £62 including VAT.

You agree in exceptional circumstances that the above costs can be increased.

### **Insurance**

We agree to insure the property with a reliable insurance company and keep it insured during the period of this contract and any time you continue to be a tenant. The risks that will be covered are those normally found in a comprehensive insurance policy.

We will not insure your belongings. We will only accept responsibility for your belongings if the damage or loss is caused by something we have done. You should make enquiries yourself about insuring your belongings.

If we make a claim under our insurance policy and we have to pay the first part (known as the excess) you agree to repay the excess if the claim was as a result of you or someone you had invited into the property failing to act reasonably.

### **Gas safety certificate.**

We will have a landlord gas safety certificate at the start of this contract, and will have it renewed every year by a Gas Safe registered engineer.

You agree to allow our workmen into your property to do this.

### **Other conditions**

1. If any condition of this contract cannot be enforced or is found to be unfair, it does not affect the other conditions of the contract. Only the condition that is affected no longer applies.
2. References to you also mean all joint tenants who have signed this agreement, and the guarantor if there is one. The responsibility is joint and several which means that one or all of the people named can be asked to repair any damage or cover any loss we have suffered.

### **Other acts of parliament.**

No-one else will benefit from this contract as allowed by the Contracts (Rights of Third Parties) Act 1999.

The Consumer Protection (Distance Selling) Regulations 2000 do not apply to this agreement.

**The guarantor must agree the following.**

- 1 During the tenancy, the tenant or tenants named on page 1 of this agreement will pay the rent and meet the conditions of this agreement.
- 2 If you do not meet your responsibilities under this agreement, the guarantor will pay the losses due to US as soon as we send the guarantor a demand.
- 3 The guarantor will also pay our reasonable legal costs in taking anyone who is involved in this agreement to court to get a court order for repossessing the property, or compensation for losses we have suffered under the agreement.
- 4 The guarantee will stay in force for as long as the tenants continue to live in the property and until the tenancy has ended. 'Ended' here means either all the keys to the property are returned, or the property is repossessed by county court bailiffs.
- 5 If we give you any extra time to pay any money that is due, it will not affect the liability of the guarantor in any way.

The guarantor must be given a draft copy of the proposed contract.

They must provide proof of their identity, such as a copy of their driving license with a photograph or a copy of a passport, to avoid fraud.

**Service of notices and other documents**

Where the tenant(s) has notified us of an e-mail address at which the tenant is content to accept service of notices and other documents given under or in connection with the tenancy, the tenant(s) hereby agrees to receive said notices and other documents by email. Furthermore the tenant(s) hereby agree to inform us in writing of any change of email address as soon as is practicable.

**Signature of Tenant:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Date:** «STARTDATE»

**Signature of Tenant:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Date:** «STARTDATE»

**Signed on behalf of Agent:** \_\_\_\_\_

**Date:** «STARTDATE»

**Signature of the guarantor;** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Date:** «STARTDATE»

**Address of the guarantor; «GUADDR1» «GUADDR2» «GUADDR3» «GUTOWN»  
«GUPCODE»**

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**Signature of the witness;** \_\_\_\_\_

**Name of the witness;** \_\_\_\_\_

**Date:** «STARTDATE»

**Address of the witness;** \_\_\_\_\_

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## PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS\*

### The Deposit Protection Service – Custodial scheme

NOTE: The landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: «TFULLNAME»

1. *The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:*

#### The Deposit Protection Service (The DPS)

The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA

Telephone No. 0844 4727 000

Fax: 0870 70336206

Email: [contactus@depositprotection.com](mailto:contactus@depositprotection.com)

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com)

2. *Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.*

See attached Terms and Conditions.

3. *Information on the procedures applying for the release of the deposit at the end of the tenancy.*

See attached Terms and Conditions.

4. *Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.*

See attached Terms and Conditions.

5. *Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.*

See attached Terms and Conditions.

6. *The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.*

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information 2

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

(a) Amount of deposit paid.

£ «DEPOSIT»

(b) Address of property to which the tenancy relates.

«PADDR1»

«PADDR2»

«PADDR3»

«PTOWN»

«PPCODE»

(c) Name, address and details of landlord(s)

«LFULLNAME»

Care of our Agent, address below  
500 Avebury Boulevard  
Milton Keynes MK9 2BE

Telephone: 0800 840 9644

Email: help@letme.eu

(d) Name, address and contact details of the Tenant(s)

Name: «TFULLNAME»

Address including postcode after the Tenancy ends (if known): Not known

Telephone number(s): «TMOBILE»

Email address(es): «TEMAIL»

Fax Number(s): Not known

Contact address to be used at the end of the tenancy: Not known

Note: please see Note 3 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.

(e) Name of Third Party making the payment:

Name:

Address including postcode:

Telephone number(s):

Email address(es):

Fax Number(s):

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

(f) Name of Guarantor(s):

Name: «GUFULLNAME»

I/We (being the Landlord/Agent) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

**Signature of Tenant:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Date:** «STARTDATE»

**Signature of Tenant:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Date:** «STARTDATE»

**Signed on behalf of Agent:** \_\_\_\_\_

**Date:** «STARTDATE»

**NOTES**

- (1) A copy of The Deposit Protection Service Custodial Terms and Conditions must be attached to this document. It is available to download from <http://www.depositprotection.com/documents/terms-and-conditions-custodial.pdf>
- (2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- (3) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

## 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 0844 472 7000;

**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 28a;

**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's Evidence Form, the Joint Custodial Deposit Repayment Form, the Tenant's Evidence Form, the Statutory Declaration and the Statutory Declaration Notice;

**Joint Custodial Deposit Repayment Form** means a form to be completed by both the Landlord and Tenant whether on paper or online;

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 uncontactable or not responding to correspondence as further detailed in Section 20;

**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;

**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 13 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 13. 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 23 to 28) 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 20 to 22).

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 20 to 22).

### 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 30(d), 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 0844 4727 000.

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:

### The Deposit Protection Service

The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA

ii. Paper Forms can be requested via The DPS helpline on 0844 4727 000.  
iii. 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 0844 4727 000.

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. Custodial Deposit Submission

- a. The Landlord or Letting Agent is responsible for ensuring that Deposits 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.

#### 10. 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.

#### 11. 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.

#### 12. 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 under "Bank Transfers". 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 0844 4727 000 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).

#### 13. 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 and the date of receipt;
  - 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);
  - x. 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 0844 4727 000. 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.

#### 14. 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 Tenant's 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.

#### 15. 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. Landlord's 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. over 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.

#### 16. 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 change of Lead Tenant can only be processed by The DPS. The Landlord must 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. The DPS will not authorise a Tenant Transfer where the identity of the Tenant has changed. The Joint Deposit Repayment claim or Single Claim process must be followed to repay the out-going Tenant's Deposit and a new Deposit submitted in respect of any new Tenant to the Property.

b. 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.

c. 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.

d. It is the responsibility of the Tenants to arrange for any payments to be made to departing Tenants or Third Parties.

#### 17. 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. 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.

c. 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.

#### 18. Joint Repayment Forms

a. The completion of a Joint Custodial Deposit Repayment Form can be initiated by either the Landlord or the Tenant.

b. 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;
- iii. disputed – there is a Dispute as to how the entire Deposit should be repaid.

c. All repayments must be initiated by the completion and submission of an online Joint Custodial Deposit Repayment Form or a paper Joint Custodial Deposit Repayment Form requested from the Contact Centre 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).

d. The Landlord will be required to:

- i. confirm the amount due to the Landlord;
- ii. provide details of the repayment method, bank sort code, account number and reference if applicable;
- iii. provide a valid Landlord's Repayment ID.

e. The Tenant will be required to:

- i. confirm the amount due to each Tenant and any Third Party;
- ii. provide details of the repayment method, bank sort code, account number and reference if applicable for each Tenant and any Third Party;
- iii. provide forwarding address / valid email address (optional) for each Tenant and any Third Party;
- iv. provide a valid Tenant's Repayment ID.

f. If there is a Dispute the Landlord and Tenant will be able to reconfirm online the amounts due to the Landlord and the Tenant. Alternatively, the Landlord and the Tenant may confirm on the paper Joint Custodial Deposit Repayment Form the amount which is in Dispute. They 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.

g. 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 Landlord for resolution.

h. 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.

i. All payments will be released within 10 calendar days of processing a Joint Custodial Deposit Repayment Form.

## 19. Confirmation of Deposit Repayment

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

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

- a. The Single Claim Process is a method of repayment for use if:
- the 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; or
  - the 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.
- b. The following criteria needs to have been met before the Single Claim Process can be used:
- 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
  - agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
  - one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
  - the claiming Party believes they should be repaid some or all of the Deposit.
- c. 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
  - 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.

## 21. 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 0844 4727 000.
- 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:
- the date on which the Tenancy ended;
  - 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);
  - the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
  - confirmation of whether the Statutory Declaration is being made on the basis that:
    - 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
    - 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.
  - any information the Claiming Party has as to the whereabouts of the Other Party;
  - 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
  - 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.

## 22. 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:

- whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
  - whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
  - 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
- the Statutory Declaration;
  - the Statutory Declaration Notice;
  - any additional evidence submitted by either Party; to the Adjudicator (see; Adjudication at section 28 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
- ## 23. 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 20 to 22 above.
- b. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Terms and Conditions.
- c. 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.
- d. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
- e. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
- f. 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.
- g. The Adjudicator can only make a Decision to award up to the value of the Deposit.

h. 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.

i. 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.

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

k. 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; and/or

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

l. 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.

m. 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.

#### **24. 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 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 29 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.

#### **25. Notification of a Dispute to The DPS**

a. Upon receipt of a duly completed 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 and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Landlord's Evidence form has been issued, via email or SMS.

b. The Landlord's Evidence Form should include the following information:

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. if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;

vii. 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;

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

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

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

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

c. If the Landlord is unable to provide any of the information detailed in Section 25(b) above, they must 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. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.

e. 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.**

f. 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.

#### **26. Notification of a Dispute to the Tenant**

a. 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 and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification that a Tenant's Evidence form has been issued, via email or SMS.

b. The Tenant's Evidence Form requires the following information be provided:

i. set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Deposit; and

ii. attach any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence must 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 there is a Lead Tenant they must complete the Tenant's Evidence Form on behalf of all Tenants.

d. 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.

#### **27. Landlord's Response**

a. The DPS will provide the Landlord with a summary of the Tenant's submitted Evidence. The Landlord will have 7 calendar days from the issue of the summary of the Tenant's Evidence Form 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, the Dispute will be referred to the Adjudicator. All additional evidence must be received within this time frame.

#### **28. 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 - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where appropriate

ii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;

iii. carry on with the Adjudication even if either Party does not act in accordance with these Terms and Conditions or any instruction;

iv. 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 send copies of any additional information or documents received from one Party to the other Party.

f. 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.

g. 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.

h. The ADR Decision is binding and cannot be appealed via the ADR Procedure.

i. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.

j. 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.

### 29. 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.

### 30. 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.

### 31. 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.

### 32. 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.

### 33. 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 33(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.

### 34. 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.

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 0844 4727 000;

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 unenforceable in any way, the remaining terms and conditions in an