

The Deposit Protection Service

Terms and Conditions



The Deposit Protection Service

1. Definitions

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

ADR Procedure means as defined in the ADR Rules which can be accessed at www.depositprotection.com or a copy of which can be requested by telephoning 0870 7071707;

ADR Rules means the rules setting out the ADR Procedure which can be accessed at www.depositprotection.com or a copy of which can be requested by telephoning 0870 7071707 and which form part of these Terms and Conditions;

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 Form means a form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;

Change of Tenant Form means a form completed by the Landlord notifying The DPS that there has been a change in the identity of the Tenant(s);

Contact Centre means The DPS's dedicated telephone contact centre which can be contacted on 0870 7071707;

Custodial Tenancy Deposit Scheme means the scheme established under the Housing Act 2004 under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Relevant Party has been deposited with The DPS;

The Deposit Protection Service (DPS) means the service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE, on behalf of Communities and Local Government (CLG);

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, Tenant and any Third Party and implemented by The DPS;

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 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;

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 equalling 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 Form has the meaning set out in the ADR Rules;

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

Joint Repayment Form means a form to be completed by both the Landlord and Tenant whether in paper or online requesting that the Deposit be repaid in accordance with the instructions it contains;

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 Rules includes a Letting Agent, where applicable;

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;

Letting Agent means the individual or company who lets or manages property on behalf of its owner;

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

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

Service means the Custodial Tenancy Deposit Scheme provided by The DPS on behalf of CLG;

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 paragraph 20;

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 Single Claim Process;

Statutory Declaration Notice means a notice to be served by The DPS copying the Statutory Declaration to the Other Party;

Terms and Conditions means these Deposit Protection Service 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 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 s212 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 or one or more Joint Tenants.

You means the Party using the Service in accordance with these Terms and Conditions

2. Background

- 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 on different terms to the previous Tenancy e.g. there is an increase in the Deposit after this date, the Deposit must be protected in a Government authorised tenancy deposit scheme.¹ This rule only applies if the tenancy is an assured shorthold tenancy.

¹ Section 212 of the Housing Act 2004

- b. The DPS operates the only tenancy deposit scheme which is free to use (including the ADR Process) and open to all Landlords. The DPS is funded entirely from the interest earned on Deposits held.
- c. The Landlord has a statutory obligation to make certain information regarding the protection of the Deposit and tenancy related information available to the Tenant and to any Third Party within 14 days of receiving the Deposit. The DPS will provide this information to the Tenant if a Landlord registers for the Service. Landlords must, however, still provide this information to the Third Party.
- d. 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 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 Service 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 tenancy deposit scheme, the Landlord must pay the Deposit into the scheme within 14 days of physically receiving it.
- b. Following registration with the Service, Landlords will receive confirmation of their registration.
- c. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information prescribed by statute to the Landlord and Tenant as detailed further in paragraph 12.
- d. 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) and complete a Joint Repayment Form recording this agreement. The Deposit including any interest accrued will be paid out by The DPS in accordance with the Joint Repayment Form within 10 calendar days.
- e. 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.
- f. 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.
- g. If there is a Dispute, a Party may seek to recover some or all of the Deposit by submitting a Dispute Form in accordance with the ADR Rules. The DPS will return any undisputed part of the Deposit plus interest to the relevant Party and will deal with the Dispute in accordance with the ADR Rules.

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
- ii. Parties may communicate with The DPS by emailing enquiries@deposit.protection.com.
- iii. The online Service will be available 24 hours per day, 7 days per week and 365 days per year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented.
- 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 Service;
 2. process requests for Forms; and
 3. manage new registrations of Landlords and Letting Agents.
- ii. The telephone number for the Contact Centre is 0870 7071707.
- iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30.
- 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 0870 7071707.
- 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 on the Business Day following receipt of the request by the Contact Centre by second class post.
- iv.

5. Registering for the Service – 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) to 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 e mail address.
- c. The DPS will require all Letting Agents to provide the following mandatory pieces of information:
 - i. full name and title of the primary contact at the Letting Agent;
 - ii. Letting Agent's name;
 - iii. correspondence address of the Letting Agent;
 - iv. at least one contact telephone number for the Letting Agent;
 - v. online registrants and users will have to provide a valid e mail address.

6. Registering Online

- a. Landlords may register online at www.depositprotection.com
- b. All online registrants will have to confirm that they have read and agree to be bound by these Terms and Conditions.
- c. Landlords will be required to supply a valid e mail 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.
- d. Online registrants will receive a password activation email as soon as their registration has been processed. To validate their registration the Landlord must click through the link in the e mail and log onto the Service.
- e. 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 and will attach a link to these Terms and Conditions.
- f. The unique combination of the e mail 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 0870 7071707.
- 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

- a. Where there are Joint Tenants or a Third Party, 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 Dispute 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.
- c. The Lead Tenant will be responsible for providing repayment information for each Tenant and the Third Party and a valid forwarding address / e mail address for each Tenant and the Third Party to enable The DPS to provide confirmation notices to each Tenant and the Third Party.
- 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 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. Deposit Submission

- a. The Landlord or Letting Agent is responsible for ensuring that Deposits are submitted for protection within 14 calendar days of the date of receipt by the Landlord.
- b. Only one Deposit can be submitted per Tenancy.
- c. Deposit information can be submitted by completing an online or paper Deposit Submission Form.
- d. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Deposit Submission Form is full and correct.
- e. The following information is a mandatory requirement on all Deposit Submission Forms:
 - i. Landlord ID;
 - ii. Landlord name / Letting Agent name / trading title;
 - iii. house number / name and first line of address of Tenancy property;
 - iv. town / city of Tenancy property;
 - v. tenancy property type e.g. house;
 - vi. whether the Tenancy property is furnished / unfurnished;
 - vii. start date of Tenancy;
 - viii. Tenancy duration (months);
 - ix. date Deposit received by the Landlord;
 - x. Deposit amount;
 - xi. full name and title of Tenant / Lead Tenant/ Third Party;
 - xii. in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy.

- f. Incomplete, illegible or unrecognisable Deposit Submissions Forms will be rejected and payments returned to the sending Landlord within 5 Business Days of receipt.
- g. In the event that cheques are returned unpaid, The DPS will levy a fee of £25 which must be paid by the Landlord. Until this fee is paid, The DPS will not accept a Deposit from the Landlord.

10. Online Deposit Submission Forms

- a. Deposit Submission Forms may be completed using The DPS online service at www.depositprotection.com.
- b. Landlords using the online service will not be able to submit a Deposit Submission Form unless all the mandatory information is provided.
- c. Cheques 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.
- e. Cheques sent in support of Deposit Submission Forms completed online must be accompanied by a printed copy of the completed 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 Deposit Submission Form.
- f. The printed Deposit Submission Form and cheque should be sent to the address set out in paragraph 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. Deposit Submission Forms will be processed within 1 Business Day of receipt by The DPS.
- i. 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 Deposit Submission Form to the Landlord within 5 Business Days of receipt, identifying the reason for rejection.
- j. 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 within 11 calendar days of the Deposit Submission Form being processed and, where applicable, of the cheque for the Deposit clearing. Confirmations will not be delivered to Landlords or Tenants until the Deposit Submission Form is processed.

11. Paper Deposit Submission Forms

- a. All paper Deposit Submission Forms should be sent to the address set out in paragraph 5.c.
- b. A cheque for the full amount of the Deposit must be securely attached to the Deposit Submission Form. Only cheques will be accepted as payment for paper 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 Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
- d. Deposit Submission Forms will be processed within 5 Business Days of receipt by The DPS.
- e. Paper 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 Deposit Submission Form and return the cheque and the Deposit Submission Form to the Landlord within 5 Business Days of receipt, identifying the reason for rejection.
- g. 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 within 11 calendar days of the cheque for the Deposit clearing and the Deposit Submission Form being processed. Confirmations will not be delivered to Landlords or Tenants until the cheque for the Deposit has cleared and Deposit Submission Form has been processed.

12. What happens after the Deposit has been protected?

- a. The DPS will provide confirmation to:
 - i. the Landlord sent to their registered address
 - ii. the Lead Tenant – sent 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 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 scheme administrator;
 - ii. Name, address and contact details of the ADR service offered by the scheme;
 - iii. the Deposit ID;
 - iv. the amount of the Deposit and the date of receipt;
 - v. the name and contact details of the Landlord;
 - vi. the name(s) of the Tenant(s) and the Lead Tenant, if applicable
 - vii. the address of the Tenancy property;
 - viii. start date of Tenancy;
 - ix. tenancy duration (months);
 - x. a copy of these Terms and Conditions;
 - xi. 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. It is the responsibility of the Tenant to safeguard the Tenant's Repayment ID and not disclose it to any third parties or to another Party.

13. Lead Tenant's Logon

- a. Lead Tenants will be able to logon to the Service at 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 e mail addresses and telephone numbers only. Lead Tenants will also be able to instigate the Deposit Repayment process.

14. Changes in Landlord's or Tenant(s) Data

- a. Lead Tenant's may amend or update Tenants e mail addresses and telephone numbers only. Landlord's may change all other data held in relation to the Landlord or Tenant or notify The DPS of a Change of Landlord or Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, Tenants and Deposits for which they are responsible are up to date and factually correct.
- b. 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
- c. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.
- d. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
- e. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
- f. Changes to Landlord and Tenant's data shall include Transfers.

15. 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;
 - ii. the incoming Landlord / Letting Agent;
 - iii. all Tenants.
- c. As part of a Change of Landlord no funds will be returned to any party by The DPS and the transferring and Receiving Landlords are responsible for any financial recompense that may become due to Tenant(s) (such as through loss of interest) as a result of a Change of Landlord.

Change of Tenants

- d. Change of Tenants can be initiated online by the Landlord by the completion of a Change of Tenant Form or through the use of a paper Change of Tenant Form requested from the Contact Centre.
- e. As a result of a Change of Tenant The DPS will provide confirmations detailing the changes to:
 - i. the Landlord / Letting Agent 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.
- f. The DPS will not repay any part of the Deposit to outgoing Tenants unless a Joint Repayment Form is completed and submitted. A new Deposit Submission Form would then have to be submitted to The DPS in respect of the Deposit.
- g. It is the responsibility of the Tenant(s) to financially recompense one another outside of the scope of the Service for repayment of any share of the Deposit that may become due to a departing Joint Tenant or to a Third Party. This includes the recompense of interest earned to date.

16. Deposit Repayments

- a. The DPS will not release any part of the Deposit unless it has:
 - i. all Parties' agreement to do so; or
 - ii. a Decision from an Adjudicator; or
 - iii. a Court Order regarding the Dispute.
- b. 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.

17. Joint Repayment Forms – Agreed Repayments

- a. The completion of a Joint Repayment Form can be initiated by either the Landlord or the Tenant.
- b. Agreed repayments are when all Parties agree on who should receive the Deposit at end of the Tenancy. No disputed amount exists.
- c. Agreed repayments can be initiated by the completion of an online Joint Repayment Form or through the completion and submission of a paper Joint Repayment Form requested from the Contact Centre.
- 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. confirm whether interest is required;
 - iv. provide a valid Landlord's Repayment ID.
- e. The Lead 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. confirm whether interest is required for each Tenant and any Third Party;
 - iv. provide forwarding address / valid e mail address (optional) for each Tenant and any Third Party;
 - v. provide a valid Tenant's Repayment ID.
- f. A failure to provide The DPS with any of the above information will result in the Joint Repayment Form being rejected and referred to the Landlord for resolution.
 - g. 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 Repayment Form.
 - h. Interest will be paid to all Parties that have elected to receive interest on the Deposit or partial Deposit. Where a Deposit is paid to one or more of the Landlord, Tenant and Third Party they will each receive a pro rata amount of interest. Tax will be deducted at 20% from all interest earned and interest will be credited net of such tax to the amount of the Deposit repaid.
 - i. All repayments will be processed within 5 Business Days of receipt of a validly completed Joint Repayment Form.
 - j. All payments will be released within 10 calendar days of processing a Joint Repayment Form.
 - k. Interest will be paid for the period commencing 10 calendar days following receipt of the Deposit up to close of business the day before the repayment is successfully processed.

18. Disputed Deposit Repayments

- a. Disputed repayments are when the Parties cannot agree on the repayment of the Deposit at the end of the Tenancy. A disputed amount can be all or some of the Deposit.
- b. In the event that all or part of the Deposit due for return can not be agreed a Party may initiate the ADR Procedure in accordance with the ADR Rules within 20 Business Days of the end of the Tenancy.

19. Confirmation of Deposit Repayment

- a. The DPS shall provide confirmation of the amount of the repayment received by each Party to:
 - i. the Landlord; and
 - ii. all the Tenants.
- b. Those Parties that receive a repayment shall also receive a certificate of tax paid on any proportion of the Deposit repaid to an individual.

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

- a. The Single Claim Process is a method of repayment for use if the:
 - i. the Landlord has no current address for the Tenant; or
 - ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar of the end of the Tenancy; or
 - iii. the Tenant has no current address for the Landlord; or

- iv. the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar of the end of the Tenancy.
- b. The following criteria need to have been met before the Single Claim Process can be used:
 - i. at least 14 calendar days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
 - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
 - iii. the conditions set out in (a)(i) to (a)(iv) above have been met; and
 - iv. the claiming Party believes they should be repaid some or all of the Deposit.
- c. The amount claimed by the Landlord must be referable to:
 - i. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
 - ii. 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 telephoning 0870 7071707.
- c. **PLEASE NOTE:** the Statutory Declaration must be sworn or affirmed in the presence of a solicitor/commissioner for oaths/ or a Magistrate.
- d. The Statutory Declaration must contain the following information:
 - i. the date on which the Tenancy ended;
 - ii. confirmation that the Parties have failed to reach agreement with respect to the repayment of the Deposit, with details of any communications between them since that date (whether relating to the Deposit or otherwise);
 - iii. the basis on which the amount of the Deposit claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
 - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
 - 1. the Claiming Party has no current address for, or other means of contacting the other party, whether that be the Landlord or Tenant (the "Other Party"). If so, details must be given of any address (other than the Tenancy property) and other contact details (including telephone numbers or e mail addresses) which the Claiming Party has for the Other Party; or
 - 2. the Other Party has failed to respond to the Claiming Party's written notice in relation to the distribution of the Deposit. In this case a copy of the written notice sent to the Other Party must be attached.
- v. any information the Claiming Party has as to the whereabouts of the Other Party;

- vi. confirmation that the Claiming Party gives his consent, in the event of the Other Party disputing that they should be paid all or part of the Deposit, for the Dispute to be resolved via Adjudication;
- vii. confirmation that the Claiming Party considers that he is entitled to be paid all or part of the Deposit as claimed; and
- viii. a declaration that the Claiming Party makes the Statutory Declaration in the knowledge that if he knowingly and wilfully makes a false declaration he may be liable to prosecution under Section 6 of the Perjury Act 1911.

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 copy it to the Other Party with a Statutory Declaration Notice asking the Other Party to indicate within 14 calendar days:
 - i. whether the Other Party accepts that the Claiming Party should be paid the whole of the amount claimed;
 - ii. whether the Other Party accepts that the Claiming Party should be paid part of the amount claimed and, if so, how much; and
 - iii. if the Other Party does not accept that the Claiming Party should be paid the whole of the amount claimed, whether the Other Party consents to the Dispute being resolved by an Adjudicator.
- b. Unless the Other Party completes and returns the Statutory Declaration Notice within 14 calendar days, The DPS will pay the Claiming Party the full amount claimed.
- c. If the Other Party completes and returns the Statutory Declaration Notice within 14 calendar days 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.
- d. If the Other Party completes and returns the Statutory Declaration Notice within 14 calendar days 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 copy of the Other Party's Statutory Declaration Notice.
- e. If the Other Party completes and returns the Statutory Declaration Notice 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 (see clause 23 for further details).

23. Adjudication – The Alternative Dispute Resolution (ADR) Service

- a. Upon completion of the steps detailed above, The DPS will forward copies of the
 - i. the Statutory Declaration;
 - ii. the Statutory Declaration Notice;
 - iii. any additional evidence submitted by the either Party; to the Adjudicator.
- b. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers.
- c. The Adjudicator may

- i. contact the Parties by telephone, fax, letter or email and request any additional information or documentation they consider is necessary in order to settle the Dispute in a fair and reasonable way and in line with the law. Any such additional information must be provided within the time limits set by the Adjudicator. If either Party does not provide the additional information or documents within the time set by the Adjudicator, the Adjudicator will continue the Adjudication as they consider appropriate, including if they consider it appropriate providing a Decision based only the information and documents already provided;
 - ii. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings;
 - iii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
 - iv. carry on with the Adjudication even if either Party does not act in accordance with these Rules or any instruction, or if either Party does not take part in any conference call arranged by the Adjudicator;
 - v. 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.
- d. The Adjudicator will send copies of any additional information or documents received to the other Party.
 - e. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers and agreement of the parties to use the ADR service.
 - f. The Parties will be notified in writing of the Decision by the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties. 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 Third Party in its records.
 - g. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
 - h. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.

24. 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. The DPS do 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 be to the extent permitted by law.
- d. The online Service will usually be available for use 24 hours a day, 7 days per week and 365 days per year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented. However, the Service may be temporarily unavailable for a number of reasons, including routine and emergency maintenance, excess demand for the Service, failure of the internet and other circumstances beyond the control of The DPS.
- e. The Service is provided via a web-site with a secure server using 128-bit encryption. As long as you remain on the Service web-site you will have the benefit of this security. However, you should note that e-mail

communications are not necessarily secure and there is always a risk that e-mail messages may be intercepted or tampered with. By registering for and using this Service, you acknowledge that these risks exist and that confidentiality cannot always be assured.

- f. Except where The DPS has been negligent, The DPS does not accept any responsibility for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an e-mail message has been sent by The DPS or prior to an e-mail message being received by The DPS or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.
- g. The DPS takes reasonable care to ensure that electronic communications generated by it are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. The DPS's liability in this respect is limited to re-supplying any affected documents or attachments.
- h. You are responsible for ensuring all electronic communications sent by you to The DPS are free from viruses or defects. If a communication from you is found to contain a virus, The DPS shall not be obliged to receive or act upon such communication.
- i. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been 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.
- j. The DPS shall not be responsible for delays or failure to perform any of its obligations due to acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication or line failures, power failure, earthquakes or other disasters.
- k. The DPS shall not have any liability to you for any non-availability or interruption in the operation of the Service (wholly or part of) or for any failure or delay of a communication. It is your responsibility to ensure that any communications are sent in sufficient time to be received within any deadlines.

25. Costs

- a. Save for a fee of £25 if a cheque provided to us bounces, 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.

26. Complaints

- a. The DPS aims to provide a first class standard 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: enquiries@depositprotection.com

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

27. 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. 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 0870 7071707;
- e. The DPS may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
- f. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- g. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.
- h. All Deposits will be held in a designated bank account which The DPS maintain for Parties using the Service.
- i. The DPS may from time to time change these Terms and Conditions. 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.
- j. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
- k. If The DPS relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.
- l. These Rules are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.

Data Protection Notice

This notice applies to Communities and Local Government ("CLG") for personal information about Landlords, Letting Agents and Tenants in connection with tenancy deposit schemes under the Housing Act 2004. The scheme will be operated for CLG by its scheme administrator The DPS.

Personal information collected

CLG (via the Scheme Administrator) collects the information you are asked to provide during your registration or which you supply during the period that any Deposit is protected for you.

CLG's websites and emails use common internet tools such as cookies and beacons.

CLG (via the Scheme Administrator) sometimes collects information about you from other sources, such as Tenants, land registry data, postal services data or other sources necessary to confirm your identity or the instructions you provide to CLG.

For more information on the scheme's information collection practices (including how to delete or refuse cookies) please visit:

[www-uk.The DPS.com/help/privacystatement.asp?bhjs=1&fla=1](http://www-uk.TheDPS.com/help/privacystatement.asp?bhjs=1&fla=1)

or contact the Scheme Administrator.

Uses and sharing

Your personal information will be used solely for the purposes of the Tenancy Deposit scheme, which includes providing alternative dispute resolution services, although CLG may disclose details of your scheme activities to regulators, industry bodies and other organisations for the purposes of fraud prevention and money laundering prevention and where there are concerns over your activities.

The Scheme Administrator will process the information on behalf of CLG.

In the event of a dispute, information may also be processed on behalf CLG by any alternative dispute resolution service provider nominated by the Scheme Administrator.

These other organisations are required to protect this information on behalf of CLG and cannot use your personal information for purposes unconnected with the scheme.

Your personal information may be transferred outside the European Economic Area for the purpose of providing you access to the information if you access the information from a website outside the European Economic Area.

The Scheme Administrator will process the personal data that it holds on behalf of CLG about you in accordance with the Data Protection Act 1998.

Your rights

Under the Data Protection Act 1998 you have the right to access any information that CLG holds about you. You can ask CLG to correct any errors in the information. For more information on your rights please visit www.communities.gov.uk/index.asp?id=1141765 or contact the Scheme Administrator.

Contact details

It would be helpful if you contacted the Scheme Administrator in the first instance as they process personal data on behalf of CLG. They can be contacted at:

The Deposit Protection Service,
The Pavilions, Bridgwater Road, Bristol, BS99 6AA.

Tel: 0870 701070

email: enquiries@depositprotection.com

If you wish to contact the CLG, you can contact Tenancy.Deposits@communities.gsi.gov.uk, phone number: 020 7944 8300, address Tenancy Deposit Protection Team, 2/J10 Eland House, Bressenden Place, London SW1E 5DU



The Deposit Protection Service ADR Rules

1. Data Protection Notice

Communities and Local Government has appointed **The Deposit Protection Service** as a scheme administrator to act on its behalf to gather and process the information you provide together with information from other sources for the purpose of providing a tenancy deposit scheme as regulated by the Housing Act 2004. This includes the provision of Alternative Dispute Resolution Services. For further information, please visit www.depositprotection.com/documents/fpn.pdf or contact:

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.
Tel: 0870 7071707
email: enquiries@depositprotection.com

2. Definitions

These ADR Rules form part of the DPS Terms and Conditions (which can be accessed at www.depositprotection.com). Save as set out below all defined terms will have the same meaning as in the DPS Terms and Conditions. In the event of any conflict between these ADR Rules and the DPS Terms and Conditions, the DPS Terms and Conditions will apply.

ADR Procedure means all or any of (i) the procedure for submitting the Dispute Form and the Response Form to the DPS; (ii) the acceptance of a Dispute into the Adjudication process; and (iii) 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;

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

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 Form means the standard form completed by the Notifying Party containing details of the Dispute, requesting that if the Other Party does not accept the case put forward by the Notifying Party the Dispute be referred to Adjudication and confirming that the Notifying Party will be bound by the Decision;

Dispute Papers means the documents detailed in Rule 7a;

Notifying Party means as defined in Rule 4a;

Other Party means as defined in Rule 5a;

Response Form means the standard response form completed by the Other Party requesting that if the Notifying Party does not accept the Other Party's response the Dispute be referred to Adjudication and confirming that the Other Party will be bound by the Decision;

Rules means these Deposit Protection Service ADR Rules.

3. Eligibility to use the ADR Procedure

- a. The ADR Procedure can only be used to settle a Dispute.
- b. A Dispute Form cannot be submitted to the ADR Procedure unless both parties are contactable. If either 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 days of the end of the Tenancy, the Landlord should follow the Single Claim Process (as detailed in the DPS Terms and Conditions). 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 days of the end of the Tenancy, the Tenant should follow the Single Claim Process (as detailed in the DPS Terms and Conditions).
- c. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Rules.
- d. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other party any other amounts which are due.
- e. Use of the ADR Procedure is free of charge (other than the Parties own costs) to the Landlord and Tenant.
- f. Each Party must bear their own costs of participating in the Adjudication Procedure. The Adjudicator cannot make any award on costs.
- g. 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.
- h. The Dispute cannot involve a claim for an amount of more than the value of the Deposit.
- i. If either of the Parties fails to comply with any of the steps detailed in these Rules the Dispute will be rejected and the Deposit will be dealt with in accordance with these Rules.
- j. The Dispute must not be the subject of an existing or previous court action.
- k. Where there is more than one Tenant or if there is Third Party, instructions will only be accepted if they have been signed by the Lead Tenant.
- l. 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;
 - 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.
- m. 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.

4. Notification of a Dispute to the DPS

- a. Following a Dispute arising between the Parties which cannot be resolved by negotiation between them or by the DPS, then either party (the "Notifying Party") may within 20 Business Days of the end of the Tenancy submit a Dispute Form to the DPS. If a Dispute Form is not received by the DPS within 20 Business Days of the end of the Tenancy, a

Dispute will not be admitted to the ADR Procedure and the claiming party will have to pursue its claim via the courts.

- b. A copy of the Dispute Form can be obtained by telephoning 0870 707 1 707. The Dispute Form must be fully and properly completed.
- c. If the Dispute Form is completed by the Landlord it must:
 - i. set out details 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 is acting, attach a copy of their terms of business/management;
 - vii. attach a schedule of the cost of any works sought 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.
- d. If the Dispute Form is completed by the Tenant it must:
 - i. set out details of the precise issues which are in dispute and 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.
- e. If there is a Lead Tenant they must complete the Dispute Form on behalf of all Tenants.
- f. If the Landlord is unable to provide any of the information detailed in Rule 4c above, or the Tenant is unable to provide the information detailed in clause 4d 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 admit the Dispute to the ADR Procedure notwithstanding such failure.
- g. Following receipt of the Dispute Form, the DPS may request additional information or clarification. In the event that the DPS cannot accept the Dispute into the ADR Procedure because of missing evidence, and the Notifying Party fails to provide it within the time limits set by the DPS, then the referral to Adjudication will be invalid and the Notifying Party will be directed by the DPS to pursue the Dispute via the Courts. The DPS will continue to hold the Deposit while they do so and pay it back as directed by Court decision or mutual agreement of both Parties.
- h. If the Notifying Party fails to submit a Dispute Form which has been signed and dated and/or strikes out any of the mandatory declarations (such as their agreement to be bound by the decision of the Adjudicator) then the referral to Adjudication will be invalid and the Notifying Party will be directed by the DPS to pursue the Dispute via the Courts. The DPS will continue to hold the Deposit while they do so and pay it back as directed by Court decision or mutual agreement of both Parties.

5. Notification of a Dispute to the Other Party

- a. The DPS will provide the other Party to the Notifying Party (the "Other Party") with a copy of the Dispute Form and a blank Response Form. The Other Party will have 10 Business Days to either accept the case put forward by the Notifying Party or to disagree with it.
- b. If the Other Party confirms that it accepts the case put forward by the Notifying Party, the amount of the Deposit claimed will be paid to the Notifying Party in full or in part in accordance with the Dispute Form and the DPS will return the balance of the Deposit (if any) to the Other Party.
- c. If the Other Party disagrees with the case put forward by the Notifying Party (whether wholly or in part) they must complete and return a Response Form within 10 Business Days. The Response Form must be properly completed.
- d. If the Response Form is completed by the Landlord it must:
 - i. set out details 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 is acting, attach a copy of their terms of business/management;
 - vii. attach a schedule of the cost of any works sought 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.
- e. If the Response Form is completed by the Tenant it must:
 - 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.
- f. If there is Lead Tenant they must complete the Response Form on behalf of all Tenants.
- g. If the Other Party fails to return the Response Form signed and dated within 10 Business Days, and/or strikes out any of the mandatory declarations (such as their agreement to be bound by the decision of the Adjudicator) then the referral to Adjudication will be invalid and the Notifying Party will be directed by the DPS to pursue the Dispute via the Courts. The DPS will continue to hold the Deposit while they do so and pay it back as directed by Court decision or mutual agreement of both parties.

6. Notifying Party's Response

- a. The DPS will provide the Notifying Party with a copy of the Response Form and a blank Notifying Party's Response Form. The Notifying Party will have 5 Business Days to complete and return the Notifying Party's Response Form either accepting or disagreeing with the contents of the Response Form and to submit any additional evidence which they wish to be taken into account. If the Notifying Party's Response Form is not received from the Notifying Party within 5 Business Days, the Dispute will be referred to the Adjudicator.

7. The Adjudication

- a. Upon completion of the steps detailed above, the DPS will forward copies of the
 - i. the Dispute Form;
 - ii. the Response Form;
 - iii. any additional evidence submitted by the either Party;to the Adjudicator.
- b. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers.
- c. The Adjudicator may:
 - i. contact the Parties by telephone, fax, letter or email and request any additional information or documentation they consider is necessary in order to settle the Dispute in a fair and reasonable way and in line with the law. Any such additional information must be provided within the time limits set by the Adjudicator. If either Party does not provide the additional information or documents within the time set by the Adjudicator, the Adjudicator will continue the Adjudication as they consider appropriate, including if they consider it appropriate providing a Decision based only on the information and documents already provided;
 - ii. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings;
 - iii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
 - iv. carry on with the Adjudication even if either Party does not act in accordance with these Rules or any instruction, or if either Party does not take part in any conference call arranged by the Adjudicator;
 - v. 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.
- d. The Adjudicator will send copies of any additional information or documents received to the other Party.
- e. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers and agreement of the parties to use the ADR service.
- f. The Parties will be notified in writing of the Decision by the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties. 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 Party in its records.
- g. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
- h. Any payment to either Party must be made by the DPS within 10 calendar days of the date of the Decision.

8. 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 Rule 8a, 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.

9. Liability

- a. The DPS will take reasonable care in operating the ADR Procedure and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS do not accept liability for any indirect or consequential loss suffered by you or for any loss, which does not arise as a result of our negligence, wilful default or fraud.
- b. The DPS will take reasonable care in the selection and continued use of the Adjudicator but the DPS do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Adjudicator.

10. Contacting each other

- a. All notices and other communications which you send the DPS should be addressed to The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.
- b. The DPS will send all documents and payments in accordance with the details they have recorded under the Custodial Tenancy Deposit Scheme. It is the Parties responsibility to notify the DPS of any changes to their own details.

11. Other Rules

- a. Unless otherwise detailed in these Rules 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.
- b. If either Party has a complaint about the ADR Procedure, the Adjudication, the Decision, the Adjudicator or the DPS the complaint should be made in writing to the address detailed in Rule 10.a.
- c. The ADR Procedure and these Rules may be updated from time to time. Disputes will be settled in accordance with the Rules in force at that time.
- d. The DPS may determine in its absolute discretion whether a Party has complied with the Rules and is eligible to participate in, or continue to participate in, the ADR Procedure.
- e. The DPS reserve the right to delay taking action on any particular instructions from you if it considers that it needs to obtain further information from you or to comply with any legal or regulatory requirement binding on the DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- f. The DPS will not do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing the DPS to criticism for behaving improperly or not acting in accordance with good market practice.

- g. These Rules are governed by and shall be construed in accordance with the law of England and Wales.