HOW TO...

RENT

The checklist for
renting in England

Part of the How to Guides series

HM Government

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This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.

Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

July 2018

Assured shorthold tenancies

When you enter an assured shorthold tenancy – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are entering into.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?

This guide is for people who are about to rent a house or flat on an assured shorthold tenancy. Most of it will equally apply if you are in a shared property but in certain cases your rights and responsibilities will vary.

The guide does not cover lodgers (people who live with their landlord) or people with licences – nor tenants where the property is not their main or only home.

Links

This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined like this.

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.

Before you start

Renting from a landlord or a letting agent?

- ☐ **How long do you want the tenancy for?** You can ask for a tenancy to be any length between six months and seven years. This has to be agreed with the landlord.
- ☐ **What can you afford?** Think about how much rent you can afford to pay: 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- ☐ **If you are entitled to Housing Benefit or Universal Credit** you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this online calculator to see if you can afford to live in the area you want. You should also look at this advice about managing rent payments on Universal Credit.
- ☐ **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- ☐ **Do you have your documents ready?** Landlords and agents will want to confirm your identity, immigration status, credit history and possibly employment status.
- ☐ **Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of your documents and return your original documents to you.
- ☐ **Will you need a rent guarantee?** Some landlords might ask someone to guarantee your rent. If you don't have a guarantor, ask Shelter for help.

Ways to rent a property

Direct from the landlord

Look for landlords who belong to an accreditation scheme. Your local authority can advise you about accreditation schemes operating in your area. The National Landlords Association (NLA),the Residential Landlords Association (RLA) and the Guild of Residential Landlords run national schemes.

Watch out for scams!

Be clear who you are handing money over to, and why.

Through a letting agent

- Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website. The Government has committed to banning letting fees to tenants but this has not yet come into force. You should discuss the letting fees with your agent if you think that they are too high.
- What independent redress scheme is the agent a member of? Are they are member of a client money protection scheme? By law, this information should also be clearly visible to you.
- Reputable agents are often accredited through a professional body like ARLA Propertymark, NALS, RICS or UKALA. Look for the SAFEagent sign too.
- Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

Looking for your new home

Things to check

- ☐ **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a government approved scheme. Some schemes hold the money, and some insure it.

  You may be able to access a bond or guarantee scheme that will help you put the deposit together. Contact your local authority for advice.

  Alternative products such as deposit replacement insurance also exist, but you need to fully understand the cover they provide before signing up. For example you will still be responsible for paying for any damage to the property at the end of the tenancy.

- ☐ **Length of the tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.

- ☐ **Children, smoking and pets.** Check if there any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.

- ☐ **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available here.

- ☐ **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.

- ☐ **Smoke alarms – and carbon monoxide detectors** if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.

- ☐ **Safety.** Check that the property is safe to live in. Use the 'How to Rent a Safe Home' guide to help you identify possible hazards.

- ☐ **If the building becomes unfit to live in.** Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

They could be subletting – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.

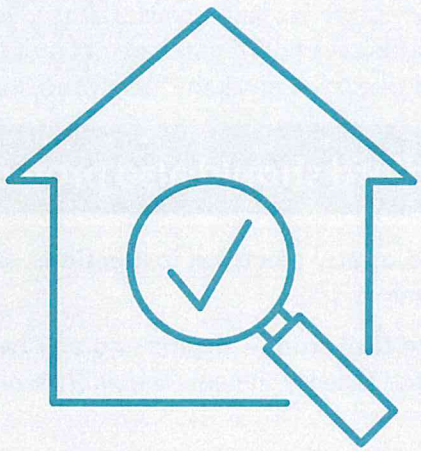
Ask whether the property is mortgaged.

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which **unrelated people share facilities** such as the kitchen or bathroom.

Some HMOs must be licensed. Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



When you've found a place

Check the paperwork

- ☐ **Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a model tenancy agreement that can be used.

  If you have any concerns about the agreement, seek advice before you sign.

- ☐ **Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.

- ☐ **Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.

- ☐ **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.

- ☐ **Code of practice.** Check whether whoever is managing the property is following a code of practice.

The landlord must provide you with:

- **A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an EPC rating of at least 'E' (unless a valid exemption applies).

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents. You can still be evicted with a Section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with:

- **A record of any electrical inspections.** All appliances must be safe and checks every 5 years are recommended.
- **Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Living in your rented home

The tenant must...

- ☐ **Pay the rent on time.** If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, GOV.UK has links to further advice. Check out these practical steps for paying your rent on time.
- ☐ **Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can choose your own energy supplier.
- ☐ **Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- ☐ **Be considerate to the neighbours.** You could be evicted for anti-social behaviour if you aren't.
- ☐ **Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

And also you, the tenant, should...

- ☐ **Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- ☐ **Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- ☐ **Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.
- ☐ **And don't forget to register to vote.**

The landlord must...

- ☐ **Maintain the structure** and exterior of the property.
- ☐ **Fit smoke alarms** on every floor and carbon monoxide alarms in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- ☐ **Deal with any problems** with the water, electricity and gas supply
- ☐ **Maintain** any appliances and furniture they have supplied.
- ☐ **Carry out most repairs.** If something is not working, report it to your landlord or agent as soon as you can.
- ☐ **Arrange an annual** gas safety check by a Gas Safe engineer (where there are any gas appliances).
- ☐ **Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- ☐ **Get a licence for the property** if it is a licensable property.
- ☐ **Ensure the property** is at a minimum of EPC energy efficiency band E (unless a valid exemption applies).

And also the landlord should...

- ☐ **Insure the building** to cover the costs of any damage from flood or fire.

At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check Shelter's website for advice.

- ☐ **Do you want to sign up to a new fixed term?** There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- ☐ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a procedure set out in law.

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- ☐ **Giving notice.** It is a legal requirement for landlords to give you proper notice if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice.

  Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.
- ☐ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant deposit protection scheme.
- ☐ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ☐ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ☐ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.

If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- ☐ **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an independent redress scheme. Letting agents must be a member of a government approved redress scheme.
- ☐ **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, Citizens Advice or Shelter as soon as possible. Check out these practical steps for managing your rent payments.
- ☐ **If the property is in an unsafe condition** and your landlord won't repair it – contact your local authority. They have powers to make landlords deal with serious health and safety hazards.
- ☐ **If you have a serious complaint** about the property and your local authority has sent a notice to the landlord telling them to make repairs, your landlord cannot evict you with a Section 21 notice (no fault eviction) for six months after the council's notice. You can still be evicted with a Section 8 notice if you break the terms of your tenancy.
- ☐ **Failure to comply with a statutory notice is an offence**, local authorities may prosecute or fine the landlord up to £30,000.
- ☐ **Local authorities have powers to apply for banning orders** which prevent landlords or property agents letting out property if they are convicted of certain offences, including failure to comply with a formal notice issued by the local authority requiring safety improvements and making illegal evictions. If a landlord or property agent receives a banning order, they will be added to the database of rogue landlords and property agents. Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive two or more civil penalties within a 12 month period.
- ☐ **Unannounced visits and harassment** from your landlord – contact your local authority, or if more urgent dial 999.
- ☐ **If you are being forced out illegally**, contact the police and your local authority. If your landlord wants you to leave the property, they must notify you in writing, with the right amount of notice – you can only be legally removed from the property with a court order.

If you live with your partner and you separate, you may have the right to carry on living in your home.

If you are concerned about finding another place to live, then contact the Housing Department of your local authority straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, please contact us.

Further sources of information

Tenancy deposit protection schemes

Your landlord must put your deposit in a government-backed tenancy deposit scheme.

- Deposit Protection Service
- MyDeposits
- Tenancy Deposit Scheme

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- The Property Ombudsman
- Ombudsman Services Property (until 6 August 2018)
- Property Redress Scheme

Also in this series

The Government's **'How to Rent a Safe Home' guide** helps current and prospective tenants ensure that a rented property is safe to live in.

The Government's **'How to Let' guide** provides information for landlords and property agents about their rights and responsibilities when letting out property.

The Government's **'How to Lease' guide** helps current and prospective leaseholders understand their rights and responsibilities.

Help and advice

- Citizens Advice – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- Shelter – housing and homelessness charity who offer advice and support.
- Crisis – advice and support for people who are homeless or facing homelessness.
- Your Local Housing Authority – to make a complaint about your landlord or agent, or about the condition of your property.
- Money Advice Service – free and impartial money advice.
- The Law Society – to find a lawyer.
- Gas Safe Register – for help and advice on gas safety issues.
- Electrical Safety First – for help and advice on electrical safety issues.
- Marks Out Of Tenancy – information for current and prospective tenants.

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Product code 978-1-4098-5259-9.

Energy Performance Certificate

Non-Domestic Building

HM Government

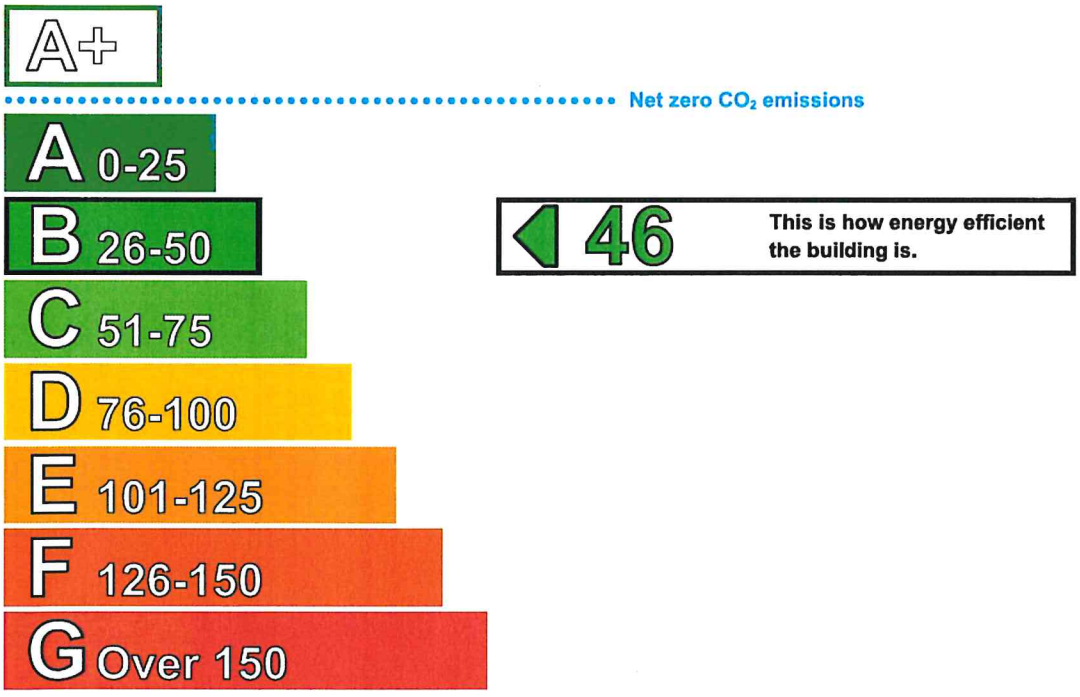
City Block 4
114 Penny Street
LANCASTER
LA1 1XT

Certificate Reference Number:
0260-0033-3159-0990-3096

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government's website at www.gov.uk/government/collections/energy-performance-certificates.

Energy Performance Asset Rating

More energy efficient



Less energy efficient

Technical Information

Main heating fuel:	Grid Supplied Electricity
Building environment:	Heating and Natural Ventilation
Total useful floor area (m^2):	1949
Building complexity (NOS level):	5
Building emission rate ($kgCO_2/m^2$ per year):	40.4
Primary energy use (kWh/m^2 per year):	233.75

Benchmarks

Buildings similar to this one could have ratings as follows:

43 If newly built

114 If typical of the existing stock

Administrative Information

This is an Energy Performance Certificate as defined in the Energy Performance of Buildings Regulations 2012 as amended.

Assessment Software:	Virtual Environment v7.0.8 using calculation engine ApacheSim v7.0.8
Property Reference:	605130930000
Assessor Name:	Matthew Adams
Assessor Number:	LCEA044122
Accreditation Scheme:	CIBSE Certification Limited
Employer/Trading Name:	Energy Council
Employer/Trading Address:	Viridor House, 3 Bolholt Terrace, Bury, BL8 1PP
Issue Date:	31 Oct 2017
Valid Until:	30 Oct 2027 (unless superseded by a later certificate)
Related Party Disclosure:	Not related to the owner.

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report - 9900-6913-0453-3290-0000.

About this document and the data in it

This document has been produced following an energy assessment undertaken by a qualified Energy Assessor, accredited by CIBSE Certification Limited. You can obtain contact details of the Accreditation Scheme at cibsecertification.com.

A copy of this certificate has been lodged on a national register as a requirement under the Energy Performance of Buildings Regulations 2012 as amended. It will be made available via the online search function at www.ndepcregister.com. The certificate (including the building address) and other data about the building collected during the energy assessment but not shown on the certificate, for instance heating system data, will be made publicly available at www.opendatacommunities.org.

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. For further information about how data about the property are used, please visit www.ndepcregister.com. To opt out of having information about your building made publicly available, please visit www.ndepcregister.com/optout.

There is more information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government website at: www.gov.uk/government/collections/energy-performance-certificates. It explains the content and use of this document, advises on how to identify the authenticity of a certificate and how to make a complaint.

Opportunity to benefit from a Green Deal on this property

The Green Deal can help you cut your energy bills by making energy efficiency improvements at no upfront costs. Use the Green Deal to find trusted advisors who will come to your property, recommend measures that are right for you and help you access a range of accredited installers. Responsibility for repayments stays with the property – whoever pays the energy bills benefits so they are responsible for the payments.

To find out how you could use Green Deal finance to improve your property please call 0300 123 1234.

COMMERCIAL GAS TESTING AND PURGING RECORD

(USE THIS FORM FOR NON-DOMESTIC INSTALLATIONS ONLY)

Serial No: PC2 006483

REGISTERED BUSINESS DETAILS

Reg No: 563231.

Gas Engineer:	L. CORLESS
Gas Safe registered engineer No:	3872597.
Company:	JSM.
Address:	UNIT 12 BEACON ROAD POULTON - LE - FYLDE
Postcode:	FY6 8JE. Tel No: 01254 890690

DECLARATION OF GAS SAFETY

I confirm that all the work described on this form has been satisfactorily completed in accordance with the current Gas Safety (Installation and Use) Regulations, industry standards and procedures. If additional safety checks have been necessary to ensure safety of the gas system, the relevant person has been informed and the results accepted. The engineer has left the installation operational.

Gas Engineers Signature/ Responsible person's signature: [signature] Date: 11/10/17

INSPECTION/INSTALLATION ADDRESS

Name & Title:	CITY BLOCK
Address:	PENNY STREET LANCASTER
Post Code:	LA1 1XT Tel: 07500 700486.
Issued to (print name):	MARTIN CREWS Date: 11/10/17.

CUSTOMER'S NAME & ADDRESS (if different from Inspection/Installation)

Name & Title:	
Address:	
Post Code:	Tel:

Indicate work undertaken: TIGHTNESS TEST ✓ PURGE ☐ STRENGTH TEST ✓

DETAILS OF TIGHTNESS TEST

Natural Gas (NG) or LPG?	NG.
Installation (New (N) / New Extension (NE) / Existing (E))	NEW.
Weather/Temperature stable? (Yes/No)	YES.
Meter Type (e.g.Rotary, Diaphragm)	DIA.
Meter Designation (e.g.P7, U40, U16)	925.
Has a meter bypass been installed? (Yes/No)	NO.
Installation Volume (IV): Gas Meter	0.067 m³
Installation Pipework & Fittings	0.03487 m³
Total IV	0.10157 m³
Test medium (gas or air)	GAS.
TTP Tightness Test Pressure in mbar/bar	21.0
Pressure Gauge (Std 'U' tube/Reduced scale/electronic)	UTUBE
MPLR Maximum Permitted Leak Rate m³/hour	0.2
Let-by test period existing installations (in minutes)	2
Stabilisation Period (in minutes)	2
TTD Tightness Test Duration (in minutes)	5
Are there any areas with inadequate ventilation to check? (Yes/No)	NO
Is barometric pressure correction required? (Yes/No)	NO

TIGHTNESS TEST RESULTS

Actual pressure drop (if any at all)	0 mbar
Actual Leak Rate (m³/hour) *see overleaf*	0
Areas with inadequate ventilation been checked? (Yes/NA)	YES
Tightness Test (Pass/Fail)	PASS.

DETAILS OF PURGING PROCEDURE

Has a risk assessment been carried out? (Yes/No)	
Has a procedure for the purge been documented? (Yes/No/NA)	
Have necessary warning signs (eg No Smoking) been displayed?	
Have all persons in the vicinity of the purge been advised accordingly?	
Have all valves to and from specific pipework section been labelled?	
If using Nitrogen gas for an indirect purge, have the gas cylinders been checked/verified for their correct content?	
Are suitable type of fire extinguishers available in case of an incident?	
Are two-way radios (must be intrinsically safe) available?	
Are all necessary electrical bonds fitted?	
Calculate Purge Volume: Gas Meter	m³
Installation Pipework & Fittings	m³
Total Purge Volume	m³
Is gas detector intrinsically safe? (Yes/No)	
Is oxygen measuring device intrinsically safe? (Yes/No)	

PURGE TEST RESULTS

Proceed with purge recording final test criteria readings O_2% or LFL%	
Purge Test (Pass/Fail)	

DETAILS OF STRENGTH TEST

Components not suitable for strength testing have been removed or isolated prior to test (Yes/NA)	N/A.
Installation (New/New Extension/Existing)	NEW
Test Method (Hydrostatic/Pneumatic)	PNEUMATIC
Strength Test Pressure STP (Calculated) (mbar/bar)	MBAR
Test medium (Air/Nitrogen/Water)	WATER
Stabilisation Period (mins)	5
Strength test duration STD (mins)	5
Permitted pressure drop (% STP)	20%
Calculated pressure drop (mbar/bar)	16.5MB

STRENGTH TEST RESULTS

Actual pressure drop (mbar/bar)	1MBAR
Strength Test (Pass/Fail)	PASS

NOTIFICATION OF UNSAFE GAS INSTALLATION

I confirm that all of the above work described on this form has been satisfactorily completed in accordance with the current Gas Safety (Installation and Use) Regulations, industry standards and procedures. However, an unsafe gas installation has been identified, details of which are listed on a separate Warning/Advice Notice.

Gas operative's signature [signature]

Signature of Responsible person on behalf of client

Copies: White - Customer/Tenant Green - Landlord (if applicable) Pink - Gas Engineer

EC21108

Form Ref. REGPC2

In order to use our Custodial scheme, you will need to read and accept these terms and conditions (the "**Terms and Conditions**").
Please see below some definitions and explanations of the terms we use frequently throughout this document.

1. Definitions and Explanations of commonly used terms

Adjudication
This is an evidence-based decision making process which results in a Decision about how a Dispute should be resolved.

Adjudicator
This is a qualified expert appointed by us to independently and impartially consider a Dispute and provide a Decision.

Assured Shorthold Tenancy
This is a tenancy defined as an Assured Shorthold Tenancy under the Housing Act 1998.

Calendar Day
A Calendar Day is any day of the week.

Custodial Scheme (or Scheme)
A Custodial Scheme is a scheme for the protection of residential tenancy deposits. Custodial Schemes were established in England and Wales under the Housing Act 2004. They are open to any person or organisation taking Deposits for a residential Tenancy. Under our Custodial Scheme, when a Landlord, Letting Agent or Organisation receives a Deposit from a Tenant, they pass the money to us for safekeeping.

Customer Service Centre
This is our telephone contact centre. You can contact the Customer Service Centre on 0330 303 0033 between 8am and 6.30pm on Working Days. Our Customer Service Centre closes on bank holidays in England and Wales. Please check the homepage of our website for details.

Decision
This is the evidence-based decision of an Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions.

Deposit
This is the money a Tenant gives to their Landlord under the Tenancy Agreement, who then pays it to us for safe keeping. The Deposit is used as security against breach of the Tenant's obligations under the Tenancy Agreement, for example failure to keep the Property in good repair and failure to pay the rent.

Deposit ID
This is the unique identifying reference number allocated to a Deposit following the successful submission of the Deposit to us.

Dispute
If at the end of a Tenancy, the Landlord and the Tenant cannot agree on how much of the Deposit should be given to each Party, this is a Dispute.

Dispute Resolution Service
Our Dispute Resolution Service is an independent service we provide to resolve Disputes and is a free alternative to going to court. If you use our Dispute Resolution Service, we will collate and summarise evidence provided by each person involved in the Dispute and one of our Adjudicators will review the evidence and make a Decision on how much of the Deposit should go to each Party.

Form(s)
These are all paper forms you must submit to us in order to use the Scheme and include the Cheque Deposit Submission Form, the Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords), the Statutory Declaration and the Statutory Declaration Notice.

Initial Requirements
The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004. They are:

- to protect the Deposit in a government-authorised scheme like ours; and
- to give the Tenant a copy of the Prescribed Information.

Joint Tenancy
This is where more than one Tenant has entered into a Tenancy Agreement with a Landlord.

Joint Tenants
The Tenants in a Joint Tenancy.

Landlord
This means a Landlord of a Tenancy. For the purposes of these Terms and Conditions, the term Landlord includes a Letting Agent or Organisation, where applicable.

Landlord ID
This is the unique identifying reference number we give to the Landlord when they register with us.

Letting Agent
This is the letting agent who lets or manages a property on the Landlord's behalf.

Nominated Tenant
If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

Organisation
An Organisation is a company who lets or manages a property on the Landlord's behalf or on its own account including Housing Associations, the N.H.S. and student property associations.

Parties
Means the Landlord and Tenant(s). A "**Party**" means one or the other.

Prescribed Information
This is the information which must be provided by the Landlord to the Tenant in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007.

Property
This is a property which is the subject of a Tenancy for which a Deposit is protected.

Relevant Person
This is someone who has paid a Deposit to a Landlord on behalf of a Tenant, and who is a 'relevant person' as described in Sections 212 to 215 of the Housing Act 2004.

Sole Tenancy
This is where there is only one Tenant in a Tenancy.

SMS
Means short message service otherwise known as text messaging service.

Statutory Declaration
This is a Form completed by either the Landlord or the Tenant when they are claiming repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence.

Statutory Declaration Notice
This is a notice we send to confirm we have received a Statutory Declaration and to require additional information from the receiving Party.

Statutory Declaration Process
This is a process which may be used by a Party to claim 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 19.

Tenancy
This is an Assured Shorthold Tenancy of a Property under which a Deposit is protected with us or another type of tenancy under which we at our sole discretion agree to protect a Deposit on these Terms and Conditions as if the Deposit related to an Assured Shorthold Tenancy.

Tenancy Agreement
This is the written agreement between the Landlord and Tenant relating to the Tenancy of the Property.

Tenant
This is the Tenant of a Tenancy.

The Ministry of Housing, Communities and Local Government ('MHCLG')
This is the government Ministry that has authorised us to provide this service.

The Deposit Protection Service ('The DPS')
The DPS is a trade name of Computershare Investor Services PLC, a company registered in England and Wales with company number 3498808. Its registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE. Throughout this document, we also refer to The DPS as 'we' or 'us'.

Transfer
A Transfer can be:

i. the transfer of a Tenancy from the existing Landlord to a new Landlord;
ii. the transfer of a Tenancy from the existing Tenant to a new Tenant; or
iii. in the case of a Joint Tenancy, a change in the identity of one or more of the Joint Tenants (**Tenant Transfer**).

Working Day
Working Days are days on which our offices are open for business. These are every Monday to Friday, excluding bank holidays in England and Wales. We keep our website – www.depositprotection.com – up-to-date with our opening times.
In these Terms and Conditions the use of the words and phrases "other", "including" and "in particular" shall not restrict a general or wide interpretation of any words preceding them where a wider interpretation is possible. Except where the context otherwise requires, words using the singular shall include the plural and vice versa.

2. Information about the Scheme for you

a. These are our Terms and Conditions which govern how we provide the Scheme. From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.
b. The ways you can contact us are set out in section 4 "Ways to Contact us".
c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".
d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.
e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.
f. Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

3. How our Custodial Scheme works

Our Custodial Scheme is free to use (with some exceptions, explained later in these Terms and Conditions) and is open to all Landlords. Below is an overview of how it works.

a. After taking a Deposit from a Tenant, the Landlord must protect the Deposit within 30 Calendar Days of receiving it in order to avoid the consequences set out in the Housing Act 2004. We will accept Deposits submitted after 30 Calendar Days.
b. Once we have protected a Deposit, we will send confirmation to the Landlord, the Tenant and any Relevant Person (see section 12 for details about what we send). The Landlord must also give the Prescribed Information to the Tenant. Landlords can print a Prescribed Information form which is pre-populated with the information they have entered into the Landlord's online account at www.depositprotection.com. The Landlord will need to provide additional information to complete the Prescribed Information.
c. At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:
   i. the amount of the Deposit that should be repaid to the Landlord with reasons; and
   ii. the amount of the Deposit that should be repaid to the Tenant with reasons.
d. If the Landlord and the Tenant agree, we will pay out the amount the Landlord and Tenant agree should be repaid to each of them as detailed on the repayment Form or online submission.
e. If there is a Dispute regarding the repayment of part or all of the Deposit, it will be referred to our Dispute Resolution Service, unless we are instructed otherwise in writing.
f. If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be suspended until we are notified that both Parties do wish to use the Dispute Resolution Service, or we are informed that the Parties have reached agreement as to distribution of the Deposit, or we are presented with a court order relating to repayment of the Deposit in accordance with section 24.
g. The Landlord or Tenant may follow the Statutory Declaration Process if they have no current address for the other Party or if the other Party fails to respond to a written notice from the claiming Party claiming some or all of the Deposit within 14 Calendar Days of the date of the notice.

4. Ways to contact us

a. **The Online Service**
   i. Landlords can register online and anyone using our Service can complete submissions online by visiting www.depositprotection.com.

ii. Parties can also communicate with us by completing an online enquiry form available through the Frequently Asked Questions section of our website at www.depositprotection.com.
iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.
iv. Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.

b. Customer Service Centre

The Customer Service Centre is available to:

i. help Landlords, Letting Agents and Tenants to use the Scheme;
ii. process requests for Forms;
iii. manage new registrations of Landlords and Letting Agents; and
iv. process requests for repayment and responses.

We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.

c. Paper Based Service

i. If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.
ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.

5. How to create an account

I. Landlords

a. When a Landlord creates an account with us, all information provided must be up-to-date and correct.
b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:
i. the Landlord's first name, surname and title;
ii. the Landlord's contact address including the town, country and postcode;
iii. at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and
iv. a valid email address for the Landlord (if creating an account online).
c. Letting Agents and Organisations must provide the following mandatory pieces of information:
i. the full name and title of the Letting Agent or Organisation's primary contact;
ii. the full name or company name of the Letting Agent or Organisation;
iii. the contact address of the Letting Agent or Organisation;
iv. at least one contact telephone number for the Letting Agent or Organisation; and
v. a valid email address for the Letting Agent.
d. A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.
e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.
f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.
g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.
h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.
j. Landlords must enter their registered email address and password for the following:
i. to log into their online account;
ii. to access all the information we store that relates to them;
iii. to update any such data;
iv. to pay a new Deposit to us;
v. to perform any actions during a Tenancy;
vi. to manage their Deposits; and
vii. to instigate the Deposit repayment process.
k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:
i. their unique Landlord ID. This will also be provided over the telephone; and
ii. The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.
l. Landlords can select other people to have administrative rights to their account, to give instructions on the Landlord's behalf. To do this, the Landlord must create an administrator account for the selected person. The Landlord can choose one of two levels of access for the person they are adding:
i. **Senior Tenancy Administrators:** who can complete all actions on the account except creating new accounts; or
ii. **Tenancy Administrators:** who can complete all actions except repaying or transferring any Deposits and creating new accounts.

The Landlord retains the role of Account Administrator and has full access to edit any allowed aspect of their account or tenancies.

II. Tenants

a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.
b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.
c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.
e. Tenants must enter their registered email address and password for the following:
i. to log in to their online account;
ii. to access all the information we store that relates to them;
iii. to update any such data; and
iv. to instigate the Deposit repayment process.

6. Adding a Property

Landlords can add a Property or multiple Properties in their online account before submitting any Deposits to us.

7. Creating a Tenancy

a. Landlords can create a Tenancy in their online account before submitting any Deposits.
b. To create a Tenancy, a Landlord must provide a name together with a contact mobile telephone number or email address for any Tenants and an email address for any Relevant Person.
c. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).

8. Joint Tenancies and Third Parties (Nominated Tenant)

a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:
i. the Deposit repayment process;
ii. any Statutory Declaration;
iii. the provision of Tenant's evidence; or
iv. any other relevant Form or submission.
b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.
c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:
i. complete the Deposit Submission Form;
ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and
iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.
g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
h. If no Joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

9. Initial Requirements

Sections 10 (Deposit Submission) and 11 (Payment Options) of these Terms and Conditions comprise the Initial Requirements for the purposes of the Housing Act 2004.

10. Deposit Submission

a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at www.depositprotection.com or with a Cheque Deposit Submission Form sent to us by post.
b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.
c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.
d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy.
e. If Landlords create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.

11. Payment options

a. The Landlord must ensure that they pay the correct amount of Deposit to us.
b. Deposits can be paid to us by bank transfer, debit card or cheque.

I. Bank Transfers

a. Bank transfer payments can only be used for online custodial Deposit submissions and must be made using our 6 digit sort code and the Landlord's unique 8 digit account number which will be displayed when a Landlord opts to pay by Bank transfer in their online account. Landlords must add a reference number to the payment.
b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.
c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected.
d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0033 or by completing an online enquiry form, available on www.depositprotection.com.

II. Debit card payments

a. Debit card payments can only be used for online custodial Deposit submissions.
b. If a Landlord wishes to pay by debit card, they must select this option on the payment page following creation of the Deposit in the online system.
c. We use Worldpay to process debit card payments.
d. When a Landlord pays by debit card their details are sent to Worldpay in order to process payment.
e. We do not store Debit Card details.
f. Confirmation that a successful card transaction has taken place will be provided to the Landlord in real time.
g. We will provide confirmation to the Landlord when the payment clears, by email within 5 Calendar Days of processing the debit card payment.

III. Cheque payments

a. Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 36 of these Terms and Conditions.
b. The online service will generate the Cheque Deposit Submission Form 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 Cheque Deposit Submission Form.
c. Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.
d. All cheques must be made payable to The Deposit Protection Service, be dated within the past 3 months of the date of processing, be signed by an authorised signatory of the account and be drawn in pounds Sterling on a UK bank account. Words and figures must match and be equal to the full amount of the Deposit as stated on the Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Tenancy.
e. If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.
f. Accepted cheques will be banked within 1 Working Day of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.
g. In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.89 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits from that Landlord for that Tenancy.

12. What happens after the Deposit has been protected?

a. We will send an email confirming protection of the Deposit to:
i. the Landlord's registered address or the Landlord's registered email address;
ii. all Tenants' registered email addresses. We will also send a link to Tenants to activate their online account if they have not done so already. If we do not know the Tenants' email addresses, we will send confirmation by post to the Property. If we do not know the Tenants' email addresses and the Deposit has been paid more than 14 Calendar Days before the start date of the Tenancy, we will send confirmation to the Property in time for the Tenancy start date; and
iii. the email address of any Relevant Person registered on the Deposit. We will also send the Relevant Person a certificate confirming protection of the Deposit.
b. Tenants will be able to use their email address and password to log in to the online service and view the Deposit, a certificate confirming protection of the Deposit, Tenancy details and other information we hold regarding the Tenancy.
c. If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.

13. Making changes to your account

a. Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.
b. Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.

I. Changing the Landlord of a Tenancy

a. If the Landlord changes, the outgoing Landlord must effect a change of Landlord via their online account. We will not register a change of Landlord unless:
i. the incoming Landlord has an account with us with a valid Landlord ID; and
ii. the outgoing Landlord has the incoming Landlord's Landlord ID.
b. If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord should contact us with reasonable supporting evidence to confirm this.
c. If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not call us at the Customer Service Centre on 0330 303 0033 within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
d. If the outgoing Landlord does call us within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.
e. In the event of a change of Landlord, we will send confirmation and details of the change including the new Deposit ID to:
iii. the outgoing Landlord, Letting Agent or Organisation as applicable;
iv. the incoming Landlord, Letting Agent or Organisation as applicable; and
v. all Tenants at the Property.

II. Changing Tenants in a Tenancy

a. A change of Tenant process should only be used:
i. when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
ii. when a Tenant is leaving a Joint Tenancy and a new Tenant is being added to a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
iii. when a new Tenant is being added to a Joint Tenancy only; or
iv. when a Tenant is leaving a Sole Tenancy and being replaced by another Tenant and the Landlord has no claim against the Deposit for the Tenant leaving the Tenancy.
b. Landlords will be able to add or remove Tenants from a Tenancy via their online account.
c. When a Landlord adds a Tenant to a Tenancy via their online account this will happen immediately. We will send confirmation of that change by email to:
i. the Landlord, Letting Agent or Organisation in respect of the Property;
ii. the Tenants who will continue to reside in the Property;
iii. any incoming Tenants; and
iv. any outgoing Tenants.
d. When a Landlord seeks to remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account, we will email the affected Tenant to tell them. We will also tell the Tenant that if they do not want us to remove them from the Tenancy they must call us via the Customer Service Centre on 0330 303 0033 within 7 days of our email. We will not complete the Landlord's request if the Tenant contacts us within 7 days of our email informing us that they do not want us to remove them from the Tenancy. If the Tenant does not contact us, we will complete the removal as the Landlord has requested.
e. We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is completed.
f. Where a Tenant is removed from a Joint Tenancy it is the remaining Tenants' responsibility to arrange any payments to an outgoing Tenant or Relevant Person.

III. Scheme Transfers

a. If a Landlord wants to transfer a Deposit we are protecting to another Scheme, they can email their request to support@depositprotection.com. They will need to send a list of all the Deposits they want to transfer. They also need to send us the details of the Scheme to which we should transfer the Deposits.
b. If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:
i. transfer the relevant Deposit monies directly to the other Scheme;
ii. send the other Scheme a list of all details of the Deposits we have transferred; and
iii. close the relevant Deposits and Tenancies on the Landlord's online account.
c. We reserve the right to make further enquiries of any Landlord on receipt of a request to transfer Deposits to another Scheme.

14. Deposit repayment - General

a. We will not release any part of the Deposit unless:
i. all Parties have agreed to us doing so; or
ii. there is an undisputed Statutory Declaration claim; or
iii. there is a Decision from an Adjudicator; or
iv. we are 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; or
v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.
b. We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us, either online or by calling the Customer Service Centre.
c. Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.
d. If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.
e. Repayments can be either:
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 in relation to the balance); or
iii. disputed (there is a Dispute as to how the entire Deposit should be repaid).
f. Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.
g. Repayment of all or part of the Deposit will be made either by:
i. direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;
ii. Sterling cheque; or
iii. a combination of the two methods in accordance with the Parties' direction.
h. Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.
i. Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.
j. We will provide confirmation of the amount of the repayment paid to each Party to:
i. the Landlord; and
ii. all the Tenants.
k. Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.

15. Deposit Repayment - Requests

Either Party can start the repayment process by completing one of the following steps:
i. submitting a Deposit repayment request through an online account;
ii. submitting a Deposit repayment request by telephone with the Customer Service Centre; or
iii. submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre).

16. Landlord Repayment Requests

I. Whole Deposit returned to Tenants

a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
i. log into your online account; and
ii. confirm that you wish to make a full repayment of the Deposit to the Tenant.
b. We will notify all Tenants of the Landlord's full repayment request.
c. If you are a Tenant responding to a Landlord's full repayment request you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
iv. confirm your instructions for repayment.
d. We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.
e. We will confirm repayment to all Parties in writing.

II. Landlord making Deductions from Deposit

a. If you are a Landlord, and you wish to make deductions from the Deposit you must:

i. log into your account;
ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.

b. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
iii. agree or disagree with each claim for deductions made by the Landlord;
iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
viii. agree to be bound by any Decision.
d. If any sums from the Deposit are not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
e. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
f. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
g. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
h. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

17. Tenant's repayment request

a. A Tenant can submit a Deposit return request. If you are a Tenant you must:
i. log into your online account;
ii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
iii. confirm the amount you believe is due to each Tenant and any Relevant Person;
iv. confirm any deductions to be paid to the Landlord;
v. provide any reasons for each deduction to be paid to the Landlord;
vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
vii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.
c. If you are the Landlord responding to a Tenant's Deposit return request you must:
i. log into your online account; and
ii. agree or disagree with the repayment claim made by the Nominated Tenant;
iii. confirm the amount you believe is due to the Landlord with reasons;
iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
d. If the Landlord:
i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

18. Repayment requests on paper or by the Customer Service Centre

a. The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.
b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.
c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.
d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:
i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
ii. they will be bound by the Decision of the Adjudicator.
e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.
f. Parties can also respond to claims by calling our Customer Service Centre.

19. The Statutory Declaration Process

I. When can it be used?

a. The Statutory Declaration Process is a method of repayment. It is used when:
i. the Landlord has no current address for the Tenant; or
ii. the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 Calendar Days of the Tenant's receipt of the Landlord's notice; or
iii. the Tenant has no current address for the Landlord; or
iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.

b. The following criteria must be met before the Statutory Declaration Process can be used:
i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
iii. one of the relevant conditions set out in (a)(i) to (a)(iv) above have been met; and
iv. the claiming Party believes they should be repaid some or all of the Deposit; and
v. any amount claimed by the Landlord must be referable to:
a. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
b. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property.

Claims for damage caused by fair wear and tear will be rejected.

II. The Statutory Declaration Process

a. The Party who wishes to use the Statutory Declaration Process must provide us with a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.
b. Parties can get a Statutory Declaration through the their online account or by calling 0330 303 0033. If the Party requests a Statutory Declaration online it will be partially populated with the Tenancy details which we hold. This document can be modified by the Party and printed in order to be completed.
c. The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a 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 about repayment of the Deposit, with details of any communications between them since the end of the Tenancy;
iii. justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);
iv. confirmation of whether the Statutory Declaration is being made on the basis that:
1. the Party making the claim has no current address for, or other means of contacting the other Party. In this case the claiming Party must give details of any address (other than the Property) and other contact details (including telephone numbers or email addresses) which they have 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 within 14 Calendar Days. 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 person;
vi. confirmation that the claiming Party gives their consent for the Dispute to be resolved through our Dispute Resolution Service (in the event of the other Party disputing that the claiming Party should be paid all or part of the Deposit);
vii. confirmation that the claiming Party considers that they are entitled to be paid all or part of the Deposit as claimed; and
viii. the claiming Party makes a Statutory Declaration in the knowledge that if they knowingly and wilfully make a false declaration, they may be liable to prosecution under Section 6 of the Perjury Act 1911.

III. Statutory Declaration Process – Statutory Declaration Notice and Resolution

a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:
i. whether they accept that the claiming Party should be paid the whole of the amount claimed;
ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and
iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.

b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.
c. If the receiving Party completes and returns the Statutory Declaration Notice so that we receive it within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.
d. If the other Party completes and returns the Statutory Declaration Notice so that we receive it before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming Party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and we will provide a summary of the other Party's Statutory Declaration Notice.
e. Once we have issued the summary of the Statutory Declaration Notice to the claiming Party, they will have 7 Calendar Days from the date of issue to agree or disagree with its contents. The claiming Party should submit any extra evidence which they wish to be taken into account by this deadline. The other Party will also be given 7 Calendar Days' notice that the Dispute will be referred to our Dispute Resolution Service, and can submit any final evidence of their own within this time. If no response is received from the claiming Party or the other Party within 7 Calendar Days from the date of the summary of the other Party's Statutory Declaration Notice, the Dispute will be referred to our Dispute Resolution Service in any event.

f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consents to the use of our Dispute Resolution Service. Both Parties will then be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in (e) above.
g. We will then forward copies of the:
i. Statutory Declaration;
ii. Statutory Declaration Notice; and
iii. any additional evidence submitted by either Party;
to the Adjudicator (see Adjudication at section 23 below).
h. We 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. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.

20. The Dispute Resolution Service

General rules for using our Dispute Resolution Service

a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.
f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
h. The Landlord and Tenant are free to settle the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.
i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
l. A Dispute must not be the subject of an existing court action.
m. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
i. they relate to matters other than the return of the Deposit; and/or
ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
iii. the issues raised have already been decided upon by a court;
n. The Adjudicator may also reject Disputes which, in their reasonable opinion:
i. are being pursued in an unreasonable manner;
ii. are frivolous;
iii. are vexatious; and/or
iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
o. Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We will not accept evidence received after this time.
p. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
q. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or when the Deposit is £5,000 or more in amount.

21. Repayment Request – Collection of evidence

a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.
c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.
d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.

22. Dispute Evidence – the details

a. The Landlord's evidence should include, but is not limited to the following:
i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
ii. the signed check-in inventory and schedule of condition;
iii. vacating instructions;
iv. the signed check-out inventory and schedule of condition;
v. a signed and legally-compliant written Tenancy Agreement;
vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
vii. a statement of the rent account, if relevant;
viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
b. The Tenant's evidence should include, but is not limited to the following:
i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
ii. any other relevant information including photographs, DVDs, correspondence or receipts.
c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
f. Following receipt of each Party's evidence, we may request extra information or clarification.
g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.

23. The Adjudication

a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
iii. any extra evidence from the Landlord or the Tenant.
b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.
c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.
d. The Adjudicator may:
i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.
e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.
h. We will make any payment to either Party within 10 Calendar Days of the Decision.
i. We will make payments according to the method specified by the relevant Parties
j. The Adjudicator may take the initiative in ascertaining the facts and the law.
k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

24. Court Orders

a. If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:
i. it refers to the Deposit and/or The DPS as the Scheme administrator; and
ii. it specifies how much of the Deposit should be paid to the successful Party.
b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained before we can release the Deposit.

25. Costs

All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:
i. for processing a payment to an overseas bank account we charge £25.89; and
ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

26. Confidentiality

a. Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.
b. By agreeing to use our Dispute Resolution Service, you give us permission to gather

and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.

27. Keeping your data safe

The following are data security Terms and Conditions which are specific to our Custodial Scheme:

a. if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
b. if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.
c. in order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.

28. Liability

a. We will take reasonable care in operating our service, and we 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's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.
b. We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.
c. Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
d. 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 us for any such loss or damage.
e. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
f. You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID or log in details have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.
g. Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
h. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
i. We do not accept liability for the actions of any third parties including Letting Agents.

29. Complaints

a. We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.
b. If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint.
To send us a letter, you can write to us here at the address in section 36.
To send us an email, please use: complaints@depositprotection.com

30. Service Availability

a. The online service will usually be available for use 24 hours a day, every day of the 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 our control.
b. We 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.

31. Online Security

a. Except where we have been negligent, we do not accept any responsibility for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an email message has been sent by us or prior to an email message being received by us or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.
b. We take reasonable care to ensure that electronic communications generated by the online service 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. Our liability in this respect is limited to re-supplying any affected documents or attachments.
c. You are responsible for ensuring all electronic communications sent by you to us are free from viruses or defects. If a communication from you is found to contain a virus, we shall not be obliged to receive or act upon such communication.
d. We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our 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.
e. If you are sending an e-mail to us, please ensure your e-mail does not exceed 20 megabytes. Any e-mails received larger than 20 megabytes may not be received.
f. Any information supplied on our website, by our virtual agent, within our FAQs on the telephone or by post is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.
g. You are responsible for keeping any passwords in relation to us secure. We accept no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.
h. Whilst your connection to the online service is encrypted you should note that email communications are not necessarily secure and there is always a risk that email 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.

32. Privacy Policy

The DPS's Data Privacy Policy can be viewed by visiting https://www.depositprotection.com/privacy-policy/or by calling 0330 303 0033 to request a copy.

33. Intellectual Property

The DPS and the MHCLG shall retain all intellectual property rights in and relating to all methods, formulae, techniques, processes, systems, materials, programs, logos, Forms and documentation devised, designed or prepared by or on behalf of The DPS for the purpose of or in connection with its provision of the Scheme and all other Intellectual Property Rights created by or on behalf of The DPS in connection with the Scheme.

34. General

a. Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
b. Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:
   i. excluding the day we receive Forms or documents; and
   ii. from the day that we issue Forms or documents, regardless of the date they are received or seen by the Parties.
c. Unless correspondence relates to Dispute Resolution, the Statutory Declaration Process, or the repayment of a Deposit, all communications will be sent by 2nd class post. Correspondence related to Dispute Resolution, Statutory Declaration Process, or the repayment of the Deposit will be sent by 1st class post.
d. If you are in any doubt as to whether we have received or carried out any of your instructions, you should telephone us immediately on 0330 303 0033.
e. We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.
f. All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.
g. From time to time we may change these Terms and Conditions. We will keep you informed about changes with a message on our homepage at www.depositprotection.com and when you log in to use the online service. You can always find our current Terms and Conditions on our website too. If you would like a paper copy, call or email us. All Forms or online submissions will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms or online submissions are received by us. Our Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.
h. If any part of the terms of these Terms and Conditions proves to be or unenforceable in any way, this will not affect the validity of the remaining Terms and Conditions in any way.
i. If we relax any part of these Terms and Conditions once or more than once, each instance would be considered a one-off, or a temporary decision. It will not affect our right to enforce the term strictly again when we wish to.
j. We reserve the right to delay taking action on any particular instruction if we consider that we need to obtain further information or to comply with any legal or regulatory requirement binding on us (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity or any other matter relating to the instruction.
k. We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
l. We will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
m. If an Agent is appointed by a Landlord, it is the sole responsibility of the Landlord to complete all due diligence required on the Agent to register their Tenant(s) Deposit(s) with The DPS.
n. Registration with The DPS and use of the Custodial Scheme cannot be taken as indication as to the credibility of the Party.

35. Governing Law

These Terms and Conditions are governed by and will be interpreted under the laws of England and Wales. In the event of a Dispute the English courts will have jurisdiction.

36. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.
To speak to us, call: 0330 303 0033.
To send us an email message, use our online enquiry form. You can find this on the help pages of our website.