LICENCE FOR THE OCCUPATION OF A ROOM

The HOUSE	Room X at Example House,Example Road, Example Town, XXXX XXX
The OWNER	A Owner
House Managed By	XXXXX
The LICENSEE	A Licensee
of	Example House,Example Road, Example Town, XXXX XXX
The Term	A fixed term of XXX Days from XXth XXXXX XXXX to XXth XXXXX XXXX
The Licence Fee	£XXXX.XX per XXXXX in advance by equal XXXXX payments on the XXXth day
First Licence Fee Payment	to be made on the XXth XXXXXX XXXX
Included with Fee	Water, Electricity, Gas
Free with the Fee	Wifi, TV Licence, Gardening
The Deposit	£450.00

If the Owner takes a Deposit, the Owner must, within 30 days from the date of payment, give the Licensee and any person who has paid the deposit on the Licensees behalf, certain written information about the way the Deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The Owner may not require a deposit which consists of property other than money.

DATED	15/06/2025

THIS LICENCE comprises the particulars detailed above and the terms and conditions printed overleaf whereby a Room is licensed by the Owner and taken by the Licensee for occupation during the Term upon paying the Licence Fee

IMPORTANT: this LICENCE is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE to you. If you do not understand this LICENCE or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

Terms and conditions on following pages

EXAMPLE

LICENCE FOR THE OCCUPATION OF A ROOM

Terms and Conditions

The **Licence** means the licence to occupy conferred by this agreement; and
The **Room** means the room or rooms in the House that are from time to time allotted to the Licensee by the Owner

1. **Nature of the Agreement**
   - **1.1** This Agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

2. **The Licensee's obligations**
   - **2.1** To pass on any correspondence addressed to the Owner without delay.
   - **2.2** The Licensee should check the Inventory (if provided) within seven days of receipt and notify the Owner in writing of any mis-description. If no mis-description is reported within seven days of receipt, then the Licensee accepts the inventory as accurate.
   - **2.3** Except where included, to pay any council tax and all charges for the supply of telephone, gas, electricity, water and sewage and broadband services to the House during the Licensing Agreement. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the Licensing Agreement. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
   - **2.4** If utility bills are not included, at the end of Agreement, the Licensee must provide proof of final payments for all utility bills and final meter readings.
   - **2.5** To pay any council tax which the Licensee is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act. The Licensee must protect the Owner against any loss if the Owner becomes liable to pay council tax.
   - **2.6** The Licensee must keep the Furniture and Furnishings in good order and condition and must not remove any of them from the Room. The Licensee must make good any damage to the Furniture and Furnishings caused by them and replace with articles of a similar kind and value any items broken or damaged or soiled by them, as reasonably requested by the Owner. The Licensee must replace any broken glass in windows and repair or replace any damaged fittings and installations caused by them.
   - **2.7** The Licensee must keep the interior of the Room and all other shared parts of the House used by the Licensee in good and clean condition and shall make good any damage caused there.
   - **2.8** The Licensee must ensure that the Room is cleaned daily and that all their rubbish is disposed of daily and placed in the wheelie bin provided. The Licensee will ensure the appropriate wheelie bin and recycling box is put out for collection on the appropriate day.
   - **2.9** To ensure that all smoke and carbon monoxide alarms at the House are in good working order at all times. Licensees should test different detectors or call points each week and in the event of any failure of such devices to notify the Owner as soon as reasonably practicable.
   - **2.10** Not to adjust the temperature setting of The water systems. Hot water must be set and maintained at 60 degree Celsius and cold water should be below 20 degree Celsius. To clean, disinfect and descale showerheads at least once every six months. Licensees should inform the Owner if the hot water is not heating properly or there are any other problems with the system so that appropriate action can be taken.
   - **2.11** Strictly not permitted the production, possession, supply and use of controlled drugs within the premises of the House.
   - **2.12** Not to be a nuisance to the neighbours. No form of noise that is audible outside the House from 11pm to 9am daily. Not to use the House for any illegal, immoral, disorderly or anti-social purposes.
   - **2.13** To take reasonable precautions to prevent frost or similar damage to the Room or House. If the Room is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, the Licensee must leave enough heating on to prevent the water system freezing.
   - **2.14** The Licensee must lock all the doors and windows. The Licensee should tell the Owner if the Room is going to be empty for more than seven days in a row.
   - **2.15** Not make any alteration or addition to the Room or House nor without the Owner's prior written consent do any redecoration or painting of the Room or House. Not to change the existing telephone number, not to change the locks to any doors of the premises nor to make any duplicate keys thereto but to return such keys to the Owner at the determination of the Licence.
   - **2.16** Not to carry out or instruct others to carry out any repairs to the premises or any part thereof without the prior written authorisation of the Owner or Owner’s Agent, but to inform the Owner promptly about any repairs or faults that the Owner is responsible for in the structure or outside of the House, in any installation or in the shared areas.
   - **2.17** The Licensee must use their best endeavours to share use of the House amicably and peaceably with the Owner and with such Other licensees as the Owner from time to time permits to use the House and must not interfere with or otherwise obstruct such shared occupation in any way whatsoever.
   - **2.18** Not do anything on or at the House which:
     - **2.18.1** may be or become a nuisance or annoyance to any other occupiers of the House or owners or occupiers of adjoining or nearby premises
     - **2.18.2** is illegal or immoral
     - **2.18.3** may in any way affect the validity of the insurance of the House and the items listed on the Inventory or cause an increase in the premium payable by the Owner.
   - **2.19** Not to do anything to block the drains and to keep the drains clear.

EXAMPLE

2.20 Not to block or obstruct any of the shared areas.

2.21 Not without the Owner's prior consent allow or keep any pet or any kind of animal in the Room or at the House.

2.22 No children are allowed to live in the property without the Owner's written consent

2.23 Not to bring bicycles, motor cycles, and prams into the House without the Owner's permission, in writing.

2.24 Not to dry washing inside the Room or House, but to keep it well aired and warmed to avoid build-up of condensation and prevent mildew growth.

2.25 Not to smoke in the Room or House nor allow any visiting guest/s to do so, or tamper with any fire precautions. Not to use any candles, oil stove, fairy lights, paraffin or other portable fuel burning appliance.

2.26 Not to alter or add to the House or do or allow anyone else to do anything on the House which the Licensee might reasonably foresee would increase the risk of fire.

2.27 Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Room or House or contents in such a way as to cause damage.

2.28 Not to assign, sublet, charge or part with or share possession or occupation of the Room.

2.29 Not to carry on any profession, trade or business at the House or use the Room other than sleeping accommodation.

2.30 To pay the Owner's reasonable legal and/or other costs reasonably incurred as a result of any breaches by the Licensee of their obligations under this Agreement.

2.31 To pay interest at the rate of 8% on the Licence Fee or other money due from the Licensee which remains unpaid for more that 10 days, interest to be paid from the date the payment fell due until payment.

2.32 To pay reasonable costs for sending reminder letters or letters concerning breaches of the Licence. These will be £35 for each letter or reminder.

2.33 To pay reasonable costs for any cheque that does not clear. These will be £25 each time a cheque does not clear.

2.34 To provide the Owner with a forwarding address when the Licence comes to an end and to remove all rubbish and all personal items (including the Licensee's own furniture and equipment) from the House before leaving.

2.35 To allow the Owner or anyone with the Owners authority to enter the House at reasonable times of the day to inspect its condition and state of repair, if the Owner has given 24 hours' notice beforehand

2.36 No electronic bikes or similar to be charged in the House.

2.37 For your safety, all escape routes (hallways and front and back door) are to be kept unobstructed at all time.

2.38 Any signage displayed at the House is not to be removed.

2.39 If there is a flat roof at the House, you are ONLY permitted to use it if it is appropriate to aid your escape in an emergency.

2.40 The House may be fitted with fire extinguishers, these are installed for your safety, unless being used for their designed purpose, extinguishers are to be kept in their original positioning and not used for any other purpose e.g. propping open doors.

2.41 We reserve the right to void this Licence if the Licensee has not supplied us with satisfactory documentation in relation to legal immigration checks the Owner is obliged to do.

2.42 The deposit is due within 14 days of the Licensing Agreement being created.

2.43 Guarantor forms must be completed within 14 days of the Licensing Agreement being created.

2.44 If the deposit and guarantor form are not received within the deadlines Adam Bennett Lettings reserves the right to re-advertise the Room

2.45 **To pay the Licence Fee according to the below payment schedule:**
XX/XX/XXXX - £XXXX.XX

3. Access and use of Facilities

3.1 The Licensee shall have the right to use the front and back door, living room, entrance hall, staircase and landings of the House and to use the kitchen for cooking, eating and the storage of food and to use the lavatory and bathroom in common with the Owner and the other Licensees of the Owner.

4. The Owner's obligations

4.1 If there are gas appliances the Owner confirms that they have complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Licensee.

4.2 The Owner confirms that the Furniture and Furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.

4.3 To keep in repair the structure and exterior of the House including drains, gutters, and external pipes, and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. This clause does not oblige the Owner to repair until the Licensee has given notice of the defect and the Licensee is obliged to take proper care of the House and to do small jobs which a reasonable Licensee would do.

5. Ending this Agreement

5.1 The Licensee will provide the Owner with a forwarding address where the Licensee will be living when this Licence comes to an end.

5.2 The Licence may be ended:

5.2.1 by the Owner without notice if the Licence fee is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this Agreement;

5.2.2 if the Licensee becomes bankrupt or becomes subject to an administration order or entry or enforcement of a judgement;

5.2.3 In respect of the occupation of any particular Room in the House, by the Owner giving written notice directing the Licensee to use another room instead subject to the Licensee having 24 hours to remove their personal effects to the

EXAMPLE

substituted room.

5.3 Upon determination of the Licence, the Licensee shall immediately cease to be entitled to use the Room and the House and must vacate the Room, leaving it clean and tidy, and return the keys to the Owner immediately. This Licence will end automatically at 10am on the final day of the Licence Agreement.

5.4 It is hereby agreed that if the parties agree to the Licensee continuing in occupation of the Room after the end of the Term, their occupation shall still be subject to the Terms and Conditions set out in this Agreement, save that it shall be terminable by either party on one month's notice. Such notice may expire at any time, whether or not on a date specified for payment on or at the end of a period of this Agreement or otherwise. If such notice expires on a date other than a date specified for payment, the Licensee shall be due a refund of such part of the final payment as is proportionate to the number of days which follows the expiry of the notice or the end of their occupancy, whichever shall be the later, and this will continue unless and until a new Agreement is signed or the Licensee vacates the House.

6. Keys

6.1 The Owner will issue to the Licensee one set of keys only for the House.

6.2 If the Licensee loses a key, the Owner may require the lock to be replaced and have sufficient sets of keys cut. The Licensee will pay any reasonable costs involved.

6.3 The Owner shall retain their own set of keys and they and any persons authorised by them, may exercise the right to use these keys and obtain free entry to the Room at any time if there is reasonable grounds to do so.

7. The Deposit

7.1 Any Deposit paid will be handled in accordance with the current legal requirements at the time of payment

8. Other Provisions

8.1 If bills are included, gas, electric and water Rates are included with the Licensing Fee in accordance with Adam Bennett Lettings Fair Usage Policy.

8.2 The broadband might be provided by giving one Licensee of a House an allowance of up to £500 to use towards the broadband for the duration of the Agreement.

8.3 Any documents shall be deemed served on the Licensee by being left at the House or by being sent to the Licensee at the House by first class post or by being sent by email to any email address provided by the Licensee. If documents are served on the Licensee by post they shall be deemed served on the day after posting.

8.4 Any personal items left behind at the end of the Agreement after the Licensee has vacated shall be considered abandoned. The Owner may remove or dispose of the items as they think fit. The Licensee shall be liable for the reasonable disposal costs.

8.5 Where the context so admits:

8.5.1 The 'House' includes any part or parts of the House and all of the Owner's fixtures and fittings at or upon the House.

8.6 Water, Electricity, Gas rates are included with the fee on a fair usage policy

8.7 Free Wifi is included

8.8 A free TV licence is included

8.9 A free gardening service is included

Owner: **A Owner**	Licensee: **A Licensee**
Signature(s):	Signature:
Dated:	Dated:

EXAMPLE

NO GAS CERTIFICATE

If you are seeing this then the property has gas appliances but does not have a valid gas certificate

Energy Performance Certificate

Energy performance certificate (EPC)

10 Evelyn Crescent YORK YO30 6DR	Energy rating **D**	Valid until:	29 August 2034
		Certificate number:	2584-3041-3208-1324-4200

Property type	Mid-terrace house
Total floor area	179 square metres

Rules on letting this property

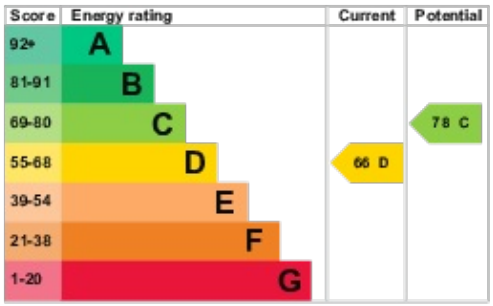
Properties can be let if they have an energy rating from A to E.

You can read guidance for landlords on the regulations and exemptions (https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

Energy rating and score

This property's energy rating is D. It has the potential to be C.

See how to improve this property's energy efficiency.



The graph shows this property's current and potential energy rating.

Properties get a rating from A (best) to G (worst) and a score. The better the rating and score, the lower your energy bills are likely to be.

For properties in England and Wales:

the average energy rating is D
the average energy score is 60

EXAMPLE

Breakdown of property's energy performance

Features in this property

Features get a rating from very good to very poor, based on how energy efficient they are. Ratings are not based on how well features work or their condition.

Assumed ratings are based on the property's age and type. They are used for features the assessor could not inspect.

Feature	Description	Rating
Wall	Cavity wall, as built, no insulation (assumed)	Poor
Wall	Cavity wall, as built, insulated (assumed)	Good
Wall	Timber frame, as built, insulated (assumed)	Good
Roof	Pitched, 150 mm loft insulation	Good
Roof	Pitched, 200 mm loft insulation	Good
Roof	Roof room(s), insulated	Average
Window	Fully double glazed	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	From main system	Good
Lighting	Low energy lighting in 16% of fixed outlets	Poor
Floor	Suspended, no insulation (assumed)	N/A
Floor	Solid, no insulation (assumed)	N/A
Secondary heating	Portable electric heaters (assumed)	N/A

Primary energy use

The primary energy use for this property per year is 202 kilowatt hours per square metre (kWh/m2).

Additional information

Additional information about this property:

- Cavity fill is recommended

EXAMPLE

How this affects your energy bills

An average household would need to spend **£2,609 per year on heating, hot water and lighting** in this property. These costs usually make up the majority of your energy bills.

You could **save £521 per year** if you complete the suggested steps for improving this property's energy rating.

This is **based on average costs in 2024** when this EPC was created. People living at the property may use different amounts of energy for heating, hot water and lighting.

Heating this property

Estimated energy needed in this property is:

- 19,403 kWh per year for heating
- 1,935 kWh per year for hot water

EXAMPLE

Impact on the environment

This property's environmental impact rating is D. It has the potential to be C.

Properties get a rating from A (best) to G (worst) on how much carbon dioxide (CO2) they produce each year.

Carbon emissions

An average household produces	6 tonnes of CO2
This property produces	6.3 tonnes of CO2
This property's potential production	4.2 tonnes of CO2

You could improve this property's CO2 emissions by making the suggested changes. This will help to protect the environment.

These ratings are based on assumptions about average occupancy and energy use. People living at the property may use different amounts of energy.

Steps you could take to save energy

Step	Typical installation cost	Typical yearly saving
1. Room-in-roof insulation	£1,500 - £2,700	£208
2. Cavity wall insulation	£500 - £1,500	£111
3. Floor insulation (solid floor)	£4,000 - £6,000	£88
4. Low energy lighting	£80	£114
5. Solar photovoltaic panels	£3,500 - £5,500	£494

Advice on making energy saving improvements

Get detailed recommendations and cost estimates (www.gov.uk/improve-energy-efficiency)

Help paying for energy saving improvements

You may be eligible for help with the cost of improvements:

- Insulation: Great British Insulation Scheme (www.gov.uk/apply-great-british-insulation-scheme)
- Heat pumps and biomass boilers: Boiler Upgrade Scheme (www.gov.uk/apply-boiler-upgrade-scheme)
- Help from your energy supplier: Energy Company Obligation (www.gov.uk/energy-company-obligation)

EXAMPLE

Who to contact about this certificate

Contacting the assessor

If you're unhappy about your property's energy assessment or certificate, you can complain to the assessor who created it.

Assessor's name	David Hurworth
Telephone	01904 655222
Email	davidhurworth@linleyandsimpson.co.uk

Contacting the accreditation scheme

If you're still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor's ID	EES/010048
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

About this assessment

Assessor's declaration	No related party
Date of assessment	28 August 2024
Date of certificate	30 August 2024
Type of assessment	RdSAP

EXAMPLE

The Deposit Protection Service Custodial Terms and Conditions

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 or in connection with the tenancy, who then pays it to us for safe keeping. The Deposit is used as a security against a 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. Deposits in relation to Assured Shorthold Tenancies are limited to 5 weeks' rent where the annual rent is less than £50,000, or 6 weeks' rent where the annual rent is £50,000 or over.

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.

Enhanced Authentication

This is an optional service for Landlords and Tenants which requires a 6 digit code to be entered via the online service to enable specific changes or transactions.

EXAMPLE

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.

EXAMPLE

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 Department for Levelling Up, Housing & Communities ('DLUHC')

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

2.1 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.

2.2 The ways you can contact us are set out in section 4 "Ways to Contact us".

2.3 Our Scheme is free to use except in the circumstances set out in section 25 "Costs".

2.4 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.

2.5 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.

2.6 Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

EXAMPLE

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.

3.1 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.

3.2 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.

3.3 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:

3.3.1 the amount of the Deposit that should be repaid to the Landlord with reasons; and

3.3.2 the amount of the Deposit that should be repaid to the Tenant with reasons.

3.4 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.

3.5 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.

3.6 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.

3.7 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

4.1 The Online Service

4.1.1 Landlords can register online and anyone using our Service can complete submissions online by visiting www.depositprotection.com.

4.1.2 Parties can also communicate with us by visiting the 'Contact' section at www.depositprotection.com.

4.1.3 If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at disputes@depositprotection.com.

4.1.4 Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.

4.2 Customer Service Centre

The Customer Service Centre is available to:

4.2.1 help Landlords, Letting Agents and Tenants to use the Scheme;

4.2.2 process requests for Forms;

4.2.3 manage new registrations of Landlords and Letting Agents; and

4.2.4 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.

4.3 Paper Based Service

4.3.1 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.

4.3.2 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

5.1 Landlords

5.1.1 When a Landlord creates an account with us, all information provided must be up-to-date and correct.

EXAMPLE

5.1.2 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).

5.1.3 Letting Agents and Organisations must provide the following mandatory pieces of information:

5.1.3.1 the full name and title of the Letting Agent or Organisation's primary contact;

5.1.3.2 the full name or company name of the Letting Agent or Organisation;

5.1.3.3 the contact address of the Letting Agent or Organisation;

5.1.3.4 at least one contact telephone number for the Letting Agent or Organisation; and

5.1.3.5 a valid email address for the Letting Agent.

5.1.4 A Landlord can create an account online at www.depositprotection.com or by calling 0330 303 0033.

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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 seven days.

5.1.9 Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.

5.1.10 Landlords must enter their registered email address and password for the following:

5.1.10.1 to log into their online account;

5.1.10.2 to access all the information we store that relates to them;

5.1.10.3 to update any such data;

5.1.10.4 to pay a new Deposit to us;

5.1.10.5 to perform any actions during a Tenancy;

5.1.10.6 to manage their Deposits; and

5.1.10.7 to instigate the Deposit repayment process.

5.1.11 All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:

5.1.11.1 their unique Landlord ID. This will also be provided over the telephone; and

5.1.11.2 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.

5.1.12 Landlords may opt to apply Enhanced Authentication to their account. If a Landlord opts for Enhanced Authentication, they may only enable the following changes or transactions if they enter a 6 digit code to the online service which we will provide to the Landlord's email address or mobile phone via SMS:

5.1.12.1 Changes to contact details (name, address, telephone number, email address) under section 13;

5.1.12.2 Initiating a Landlord Repayment Request under section 16;

5.1.12.3 Changing the Tenants in a Tenancy under section 13.II; and

5.1.12.4 Changing the Landlord in a Tenancy under section 13. I.

5.2 Tenants

EXAMPLE

5.2.1 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.

5.2.2 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.

5.2.3 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.

5.2.4 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.

5.2.5 Tenants must enter their registered email address and password for the following:

5.2.5.1 to log in to their online account;

5.2.5.2 to access all the information we store that relates to them;

5.2.5.3 to update any such data; and

5.2.5.4 to instigate the Deposit repayment process.

5.2.6 Tenants may opt to apply Enhanced Authentication to their account. If a Tenant opts for Enhanced Authentication they may only enable the following changes or transactions if they enter a 6 digit code to the online service which we will provide to the Tenant's email address or mobile phone via SMS:

5.2.6.1 Changes to contact details (name, address, telephone number, email address) under section 13; and

5.2.6.2 Initiating a Tenant Repayment Request under section 17.

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

7.1 Landlords can create a Tenancy in their online account before submitting any Deposits.

7.2 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.

7.3 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)

8.1 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:

8.1.1 the Deposit repayment process;

8.1.2 any Statutory Declaration;

8.1.3 the provision of Tenant's evidence; or

8.1.4 any other relevant Form or submission.

8.2 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.

8.3 The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.

8.4 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.

8.5 The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:

EXAMPLE

8.5.1 complete the Deposit Submission Form;

8.5.2 ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and

8.5.3 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.

8.6 The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.

8.7 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).

8.8 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

10.1 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.

10.2 It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.

10.3 Landlords will not be able to submit a Deposit unless all mandatory information has been provided.

10.4 Landlords can increase the amount of an existing Deposit at any time during the Tenancy, subject to the limitations as defined in the 'Deposit' definition within Section 1 of these terms and conditions.

10.5 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.

10.6 It is a Landlord's sole responsibility to ensure that a Deposit complies with the Tenant Fees Act 2019. We shall not be responsible to Tenants or Landlords if a Deposit does not comply with the Tenant Fees Act 2019.

11. Payment options

11.1 The Landlord must ensure that they pay the correct amount of Deposit to us.

11.2 Deposits can be paid to us by bank transfer, debit card or cheque.

11.2.1 Bank Transfers

11.2.1.1 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.

11.2.1.2 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.

11.2.1.3 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.

11.2.1.4 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 visiting the 'Contact' section at www.depositprotection.com.

11.2.2 Debit card payments

11.2.2.1 Debit card payments can only be used for online custodial Deposit submissions.

11.2.2.2 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.

11.2.2.3 We use Worldpay to process debit card payments.

11.2.2.4 When a Landlord pays by debit card their details are sent to Worldpay in order to process payment.

11.2.2.5 We do not store Debit Card details.

EXAMPLE

11.2.2.6 Confirmation that a successful card transaction has taken place will be provided to the Landlord in real time.

11.2.2.7 We will provide confirmation to the Landlord when the payment clears, by email within 5 Calendar Days of processing the debit card payment.

11.2.3 Cheque payments

11.2.3.1 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.

11.2.3.2 Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.

11.2.3.3 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.

11.2.3.4 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.

11.2.3.5 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.

11.2.3.6 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?

12.1 We will send an email confirming protection of the Deposit to:

12.1.1 the Landlord's registered address or the Landlord's registered email address;

12.1.2 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

12.1.3 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.

12.2 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.

12.3 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

13.1 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.

13.2 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.

13.3 If either a Landlord or a Tenant has opted for Enhanced Authentication they will have to enter a 6 digit code in order to make these changes. We will provide that code to the Landlord or Tenant's email address or mobile phone via SMS.

13.3.1 Changing the Landlord of a Tenancy

13.3.1.1 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:

13.3.1.1.1 the incoming Landlord has an account with us with a valid Landlord ID; and

13.3.1.1.2 the outgoing Landlord has the incoming Landlord's Landlord ID.

13.3.1.2 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.

13.3.1.3 If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord

EXAMPLE

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.

13.3.1.4 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.

13.3.1.5 In the event of a change of Landlord, we will send confirmation and details of the change including the new Deposit ID to:

13.3.1.5.1 the outgoing Landlord, Letting Agent or Organisation as applicable;

13.3.1.5.2 the incoming Landlord, Letting Agent or Organisation as applicable; and

13.3.1.5.3 all Tenants at the Property.

13.3.2 Changing Tenants in a Tenancy

13.3.2.1 A change of Tenant process should only be used:

13.3.2.1.1 when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;

13.3.2.1.2 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;

13.3.2.1.3 when a new Tenant is being added to a Joint Tenancy only; or

13.3.2.1.4 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.

13.3.2.2 Landlords will be able to add or remove Tenants from a Tenancy via their online account.

13.3.2.3 If a Landlord has opted for Enhanced Authentication they will have to enter a 6 digit code in order to add or remove Tenants from a Tenancy. We will provide that code to the Landlord or Tenant’s email address or mobile phone via SMS.

13.3.2.4 When a landlord seeks to add or remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account or via a phone call to our Customer Service Centre, we will send confirmation of that change by email, SMS or post to;

13.3.2.4.1 the Landlord, Letting Agent or Organisation in respect of the Property;

13.3.2.4.2 the Tenants who will continue to reside in the Property;

13.3.2.4.3 any incoming Tenants; and

13.3.2.4.4 any outgoing Tenants.

13.3.2.5 We will advise all Tenants that if they do not want us to make the changes that the Landlord has requested that they must call us via the Customer Service Centre on 0330 303 0033 within 9 days. If no Tenants contact us, we will complete the removal as the Landlord has requested

13.3.2.6 We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is completed.

13.3.2.7 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.

13.3.3 Scheme Transfers

13.3.3.1 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.

13.3.3.2 If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:

13.3.3.2.1 transfer the relevant Deposit monies directly to the other Scheme;

13.3.3.2.2 send the other Scheme a list of all details of the Deposits we have transferred; and

13.3.3.2.3 close the relevant Deposits and Tenancies on the Landlord’s online account.

13.3.3.3 We reserve the right to make further enquiries of any Landlord on receipt of a request to transfer Deposits to another Scheme.

EXAMPLE

1. **Deposit repayment - General**

1.1 We will not release any part of the Deposit unless:

1.1.1 all Parties have agreed to us doing so; or

1.1.2 there is an undisputed Statutory Declaration claim; or

1.1.3 there is a Decision from an Adjudicator; or

1.1.4 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

1.1.5 such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.

1.2 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.

1.3 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.

1.4 If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.

1.5 Repayments can be either:

1.5.1 wholly agreed (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);

1.5.2 partially agreed (the Parties agree on the repayment of part only of the Deposit and a Dispute exists in relation to the balance); or

1.5.3 disputed (there is a Dispute as to how the entire Deposit should be repaid).

1.6 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.

1.7 Repayment of all or part of the Deposit will be made either by:

1.7.1 direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;

1.7.2 Sterling cheque; or

1.7.3 a combination of the two methods in accordance with the Parties' direction.

1.8 Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.

1.9 Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.

1.10 We will provide confirmation of the amount of the repayment paid to each Party to:

1.10.1 the Landlord; and

1.10.2 all the Tenants.

1.11 Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.

1.12 Landlords can choose to store their bank details on the online system at point of repayment. If you choose to store your bank details they will be used for all future repayments to you unless you change them on the online service using Enhanced Authentication or by calling us on 0330 303 0033. If you choose to store your bank details with us you will not be prompted to enter your bank details each time you start or respond to a claim.

2. **Deposit Repayment - Requests**

Either Party can start the repayment process by completing one of the following steps:

2.1 submitting a Deposit repayment request through an online account;

2.2 submitting a Deposit repayment request by telephone with the Customer Service Centre; or

2.3 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).

3. **Landlord Repayment Requests**

3.1 Whole Deposit returned to Tenants

3.1.1 If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:

3.1.1.1 log into your online account; and

3.1.1.2 if you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to instruct this. We will provide that code to your email address or mobile phone via SMS;

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3.1.1.3 confirm that you wish to make a full repayment of the Deposit to the Tenant.

3.1.2 We will notify all Tenants of the Landlord's full repayment request.

3.1.3 If you are a Tenant responding to a Landlord's full repayment request you must:

3.1.3.1 log into your online account;

3.1.3.2 confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;

3.1.3.3 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

3.1.3.4 confirm your instructions for repayment.

3.1.4 We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.

3.1.5 We will confirm repayment to all Parties in writing.

3.2 Landlord making Deductions from Deposit

3.2.1 If you are a Landlord, and you wish to make deductions from the Deposit you must: The Deposit Protection Service Custodial Terms and Conditions

3.2.1.1 log into your account;

3.2.1.2 if you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to instruct this. We will provide that code to your email address or mobile phone via SMS;

3.2.1.3 tell us the amount of each deduction you wish to make from the Deposit; and iv. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.

3.2.2 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.

3.2.3 If you are a Tenant, responding to a Landlord repayment request with deductions you must:

3.2.3.1 log into your online account;

3.2.3.2 confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;

3.2.3.3 agree or disagree with each claim for deductions made by the Landlord;

3.2.3.4 confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);

3.2.3.5 if you do not agree to pay any sums from the Deposit to the Landlord you must reject the claim in full; and

3.2.3.6 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.

3.2.4 If you are a Landlord, and your claim is rejected and you still wish to make deductions from the Deposit you must:

3.2.4.1 log into your account;

3.2.4.2 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

3.2.4.3 give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.

3.2.5 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.

3.2.6 If you are a Tenant, responding to a Landlord repayment request with deductions you must:

3.2.6.1 log into your online account;

3.2.6.2 confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;

3.2.6.3 agree or disagree with each claim for deductions made by the Landlord;

3.2.6.4 confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);

3.2.6.5 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;

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3.2.6.6 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

3.2.6.7 accept or reject the use of the Dispute Resolution Service to resolve any dispute; and

3.2.6.8 agree to be bound by any Decision.

3.2.7 If any sum from the Deposit is 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.

3.2.8 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.

3.2.9 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.

3.2.10 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.

3.2.11 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.

4. Tenant's repayment request

4.1 A Tenant can submit a Deposit return request. If you are a Tenant you must:

4.1.1 log into your online account;

4.1.2 If you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to make this request. We will provide that code to your email address or mobile phone via SMS.

4.1.3 confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);

4.1.4 confirm the amount you believe is due to each Tenant and any Relevant Person;

4.1.5 confirm any deductions to be paid to the Landlord;

4.1.6 provide any reasons for each deduction to be paid to the Landlord;

4.1.7 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

4.1.8 accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

4.2 Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.

4.3 If you are the Landlord responding to a Tenant's Deposit return request you must:

4.3.1 log into your online account; and

4.3.2 agree or disagree with the repayment claim made by the Nominated Tenant;

4.3.3 confirm the amount you believe is due to the Landlord with reasons;

4.3.4 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

4.3.5 accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

4.4 If the Landlord:

4.4.1 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.

4.4.2 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.

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

5.1 The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.

5.2 The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.

5.3 On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.

5.4 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:

5.4.1 they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and

5.4.2 they will be bound by the Decision of the Adjudicator.

5.5 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.

5.6 Parties can also respond to claims by calling our Customer Service Centre.

6. The Statutory Declaration Process

6.1 When can it be used?

6.1.1 The Statutory Declaration Process is a method of repayment. It is used when:

6.1.1.1 the Landlord has no current address for the Tenant; or

6.1.1.2 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. If a repayment claim has been started online, this will be deemed written notice, evidence of which does not need to be attached;

6.1.1.3 the Tenant has no current address for the Landlord; or

6.1.1.4 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.

6.1.1.5 a liability of the Tenant to the Landlord arising under the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property.

6.1.2 The following criteria must be met before the Statutory Declaration Process can be used:

6.1.2.1 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

6.1.2.2 agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and

6.1.2.3 one of the relevant conditions set out in (a)(i) to (a)(v) above have been met; and

6.1.2.4 the claiming Party believes they should be repaid some or all of the Deposit; and

6.1.2.5 any amount claimed by the Landlord must be referable to:

6.1.2.5.1 an amount of unpaid rent or any other sum due under the terms of the Tenancy; or

6.1.2.5.2 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.

6.2 The Statutory Declaration Process

6.2.1 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.

6.2.2 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.

6.2.3 The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a commissioner for oaths, or a magistrate.

6.2.4 The Statutory Declaration must contain the following information:

6.2.4.1 the date on which the Tenancy ended;

6.2.4.2 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;

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6.2.4.3 justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);

6.2.4.4 confirmation of whether the Statutory Declaration is being made on the basis that:

6.2.4.4.1 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

6.2.4.4.2 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. If a repayment claim has been sent to the other Party via the online service, this will be deemed written notice, evidence of which does not need to be attached.

6.2.4.5 any information the claiming Party has as to the whereabouts of the other person;

6.2.4.6 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):

6.2.4.7 confirmation that the claiming Party considers that they are entitled to be paid all or part of the Deposit as claimed; and

6.2.4.8 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.

1. Statutory Declaration Process – Statutory Declaration Notice and Resolution

1.1 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:

1.1.1 whether they accept that the claiming Party should be paid the whole of the amount claimed;

1.1.2 whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and

1.1.3 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.

1.2 The Party who receives the Statutory Declaration Notice must complete it and return it to us so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). The responding Party can also submit their response via the online service by logging into their online account or by calling our Customer Service Contact Centre by the Statutory Declaration Notice deadline. They must indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice by post, via the online service or via a call to the Customer Service Contact Centre 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.

1.3 If the receiving Party completes and returns or responds to the Statutory Declaration Notice so that we receive it or their response 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.

1.4 If the other Party completes and returns or responds to the Statutory Declaration Notice so that we receive it or their response 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 will request evidence from both the other Party and the claiming Party in relation to the dispute. Where users do not have an online account we will provide a summary of the other Party's Statutory Declaration Notice.

1.5 Details of the other Party's rejection reason(s) can be viewed via the claiming Party's online account. Once we have issued the request for evidence both Parties will have 14 Calendar Days from the date of issue to respond.

1.6 If the other Party completes and returns or responds to the Statutory Declaration Notice so that we receive it or their response 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 consent to the use of our Dispute Resolution Service.

1.7 At the end of the 14 days, the case will be referred to an Adjudicator (see Adjudication at section 23 below).

1.8 We will release any undisputed amount to the Party or Parties concerned.

1.9 Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the

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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.

2. The Dispute Resolution Service - General rules for using our Dispute Resolution Service

2.1 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.

2.2 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.

2.3 If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.

2.4 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.

2.5 We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.

2.6 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.

2.7 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.

2.8 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.

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

2.10 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.

2.11 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.

2.12 A Dispute must not be the subject of an existing court action.

2.13 The Adjudicator will not make an award in relation to damage caused by fair wear and tear only.

2.14 We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:

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

2.14.2 either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or

2.14.3 the Dispute is not suitable for resolution via the Dispute Resolution because for example the facts and matters are unduly complicated and more suitable for a Court to decide upon and/or

2.14.4 the issues raised have already been decided upon by a court and an order in accordance with section 24(a) has been made by the Court;

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

2.15.1 are being pursued in an unreasonable manner;

2.15.2 are frivolous;

2.15.3 are vexatious; and/or

2.15.4 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.

2.16 Landlords and Tenants can only make evidence submissions when requested to the Dispute Resolution Team by post to the address set out in section 36, or by emailing disputes@depositprotection.com. We cannot receive evidence in external cloud storage. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We reserve the right to refuse to pass any evidence to the adjudicator after the date for submission of evidence has passed. We

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also reserve the right to return any physical evidence received before a Dispute is formally commenced to the party sending it.

2.17 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 for the administration of the Dispute. 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.

2.18 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.

3. Repayment Request – Collection of evidence

3.1 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.

3.2 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.

3.3 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.

3.4 In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.

4. Dispute Evidence – the details

4.1 The Landlord's evidence should include, but is not limited to the following:

4.1.1 a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;

4.1.2 the signed check-in inventory and schedule of condition;

4.1.3 vacating instructions;

4.1.4 the signed check-out inventory and schedule of condition;

4.1.5 a signed and legally-compliant written Tenancy Agreement;

4.1.6 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;

4.1.7 a statement of the rent account, if relevant;

4.1.8 if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;

4.1.9 any other relevant information including photographs, DVDs, correspondence or receipts; and

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

4.2 The Tenant's evidence should include, but is not limited to the following:

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

4.2.2 any other relevant information including photographs, DVDs, correspondence or receipts.

4.3 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.

4.4 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.

4.5 The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.

4.6 Following receipt of each Party's evidence, we may request extra information or clarification.

4.7 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.

5. The Adjudication

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5.1 Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:

5.1.1 the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;

5.1.2 the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;

5.1.3 any extra evidence from the Landlord or the Tenant.

5.2 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.

5.3 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.

5.4 The Adjudicator may:

5.4.1 make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;

5.4.2 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;

5.4.3 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.

5.5 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.

5.6 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.

5.7 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.

5.8 We will make any payment to either Party within 10 Calendar Days of the Decision.

5.9 We will make payments according to the method specified by the relevant Parties

5.10 The Adjudicator may take the initiative in ascertaining the facts and the law.

5.11 The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.

5.12 The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

6. Court Orders

6.1 If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:

6.1.1 it refers to the Deposit and/or The DPS as the Scheme administrator; and

6.1.2 it specifies how much of the Deposit should be paid to the successful Party.

6.2 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 or the matter may be referred to our Dispute Resolution Service in accordance with Section 20 of these terms and conditions for a Decision, before we can release the Deposit.

7. Costs

All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:

7.1 for processing a payment to an overseas bank account we charge £25.89; and

7.2 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.

8. Confidentiality

8.1 Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.

8.2 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.

9. Keeping your data safe

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

9.1 if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.

9.2 if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.

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9.3 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.

10. Liability

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.

10.6 You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID, log in details or 6 digit code for Enhanced Authentication 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.

10.7 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.

10.8 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.

10.9 We do not accept liability for the actions of any third parties including Letting Agents.

11. Complaints

11.1 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.

11.2 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 at the address in section 36. To send us an email, please use: complaints@depositprotection.com

12. Service Availability

12.1 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.

12.2 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 insufficient time to be received within any deadlines.

13. Online Security

13.1 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.

13.2 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

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liability in this respect is limited to re-supplying any affected documents or attachments.

13.3 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.

13.4 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.

13.5 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.

13.6 Any information supplied on our website, by email, in our printed documentation, on the telephone or by post is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.

13.7 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.

13.8 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.

13.9 Any bank details which are stored on the online system will be encrypted.

14. 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.

15. Intellectual Property

The DPS and the DLUHC 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.

16. General

16.1 Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.

16.2 Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:

16.2.1 excluding the day we receive Forms or documents; and

16.2.2 from the day that we issue Forms or documents, regardless of the date they are received or seen by the Parties.

16.3 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.

16.4 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.

16.5 We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.

16.6 All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.

16.7 From time to time we may change these Terms and Conditions. We will keep you informed about changes 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.

16.8 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.

16.9 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.

16.10 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.

16.11 We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules,

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regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

16.12 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.

16.13 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 Tenants' Deposits with The DPS.

16.14 Registration with The DPS and use of the Custodial Scheme cannot be taken as indication as to the credibility of the Party.

17. 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.

18. 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, visit the 'Contact' section at www.depositprotection.com.

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PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The Deposit Protection Service
NOTE: The Landlord must supply the Tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: **A Tenant**

The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:
The Deposit Protection Service (The DPS)
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Telephone No. 0844 4727 000
Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com

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

See attached Terms and Conditions.

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

See attached Terms and Conditions.

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

See attached Terms and Conditions.

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

See attached Terms and Conditions.

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation. There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

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

7. Tenancy specific information:

Deposit Paid	Tenancy Address	Landlord	Letting Agent
£XXXX.XX	Example House,Example Road, Example Town, XXXX XXX	As Tenancy Agreement	58 Gillygate, York, YO31 7EQ Tel: 01904611611

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants):

Tenant	Address	Phone	Email
A Tenant	Example House,Example Road, Example Town, XXXX XXX	(XXXXX) XXX XXX	xyz@example.com

Contact address to be used by The Landlord at the end of the tenancy: **As Above**

(e) Circumstances when all or any part of the deposit may be retained by the Landlord. Refer to Section 4 of Tenancy Agreement.

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

Landlord/Letting Agent): **A Landlord** Tenant: **A Tenant**

Signature(s): Signature:

Dated: Dated:

(2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.

AGREEMENT OF GUARANTEE

This form must be completed within **XX days** of the Licence for The Occupation Of A Room being created.

Steps to complete the Guarantor Form:

1. **Licensee's submit Guarantor Details:**
   - Log onto the Adam Bennett website.
   - Go to your 'Dashboard' and submit the Guarantor details.
2. **Licensee's Signature:**
   - After submitting the Guarantor details, an email will be sent to the Licensee asking for an electronic signature.
3. **Guarantor's Signature:**
   - Once the Licensee has signed, the form will be sent to the Guarantor for their electronic signature.
4. **Owner's Signature:**
   - After the Guarantor signs, the form will be sent to the Owner for their electronic signature.
5. **Completion:**
   - The process is complete when the Licensee, Guarantor, and Owner have all signed the Guarantor form.

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Agreement starts on next page

AGREEMENT OF GUARANTEE

Agreement Start Date XXth XXXXX XXXX

Between

1. The Property Owner(s) ('Owner')

Name: An Owner
Address: Example House,Example Road, Example Town, XXXX XXX

2. The Licensee

Name: A Licensee
Address: Example House,Example Road, Example Town, XXXX XXX

3. The Guarantor

Name:	A Guarantor
Relationship to Licensee:	A Relation
Address:	Example House,Example Road, Example Town, XXXX XXX
Phone:	(XXXXX) XXXXXX
Email:	XYZ@example.com

A Guarantor must be solvent and able to pay, if called upon by this agreement, the License Fee specified in clause 2.1.1.

1. Background

The Owner has granted or agreed to grant a Licence for The Occupation Of A Room in the property known as:

Example House,Example Road, Example Town, XXXX XXX

2. Guarantee

2.1. In consideration of the Owner granting the Licence for The Occupation Of A Room to the Licensee and the Guarantor's natural affection for the Licensee, the Guarantor hereby guarantees to the Owner as follows:

2.1.1 To pay the License Fee reserved under the Licence for The Occupation Of A Room, up to a maximum amount of £XXXX.XX, within 21 days of receiving a written demand from the Owner, provided that the demand:

a) States that the Licensee, following a demand, has failed to pay the amount due under the Licence for The Occupation Of A Room; or

b) Confirms that the Licence for The Occupation Of A Room Agreement has been lawfully

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terminated; and, in addition:

i) The License Fee amount being demanded would have been due if the Licence for The Occupation Of A Room were still in effect; and

ii) No other person is fully liable to pay the License Fee reserved under any new agreement relating to the property for the period in respect of which the demand is made.

2.2. Duration Of Agreement

The Guarantor's obligation shall end (without prejudice to any claim to which the Owner is entitled under clause 2) upon the first to occur of:

2.1. the date falling 2 months after expiry of the Licence for The Occupation Of A Room; or

2.2. the assignment of the Licence for The Occupation Of A Room or the assignment of the Licensee's interest in the Licence for The Occupation Of A Room; or

2.3. the License Fee reserved by a new Licence for The Occupation Of A Room of the property (granted following lawful termination of the Licence for The Occupation Of A Room) has become payable in full; or

2.4. the surrender of the Licence for The Occupation Of A Room or the surrender of the Licensee's interests in the Licence for The Occupation Of A Room or

2.5. the death of the Licensee

2.6. Owner's Rights Against Licensee Not Affected

The rights and remedies of the Owner against the Guarantor under this Guarantee do not affect the rights and remedies which the Owner might have against the Licensee PROVIDED THAT if the Owner recovers any sums from the Guarantor under this Guarantee and subsequently recovers from the Licensee any sum in respect of the same liability then the sum recovered from the Licensee shall (up to the amount paid by the Guarantor) be paid to the Guarantor within 7 days.

2.7. Licensee's Promise To Guarantor

In consideration of the Guarantor giving this Guarantee the Licensee undertakes to the Guarantor to re-pay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Owner and which are not reimbursed.

2.8. Acknowledgement

We certify that information provided on this form and the documents relating to this form are true and correct. We understand that withholding information or giving false information is an offence and will be treated as such.

2.9. Storage of Personal Data

I confirm that I have read and understood the contents of the attached Privacy Policy. I agree to the storage and use of my personal data in accordance with its terms.

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Signed By the Licensee **Date**

Signed by the Guarantor **Date**

Signed By the Owner **Date**

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PRIVACY POLICY

Last updated 21/01/2025

Adam Bennett Lettings, the trading name of 611611 Ltd ("us," "we," or "our"), operates the website www.adambennett.co.uk (the "Site").

This policy outlines our practices regarding the collection, use, and disclosure of personal information obtained from users of the Site and where applicable their Guarantors.

We may use your personal information to support our business operations, including communicating with you regarding the daily management of a property you rent, license or own.

In relation to Guarantors, we may use your personal information to contact you about relevant rent arrears/licensing fee arrears, should they arise.

By accessing and using the Site and/or signing an "Agreement of Guarantee," you consent to the collection and use of your personal information in accordance with this policy.

Data collection and use

When registering on the Site or completing an Agreement of Guarantee, we will request certain personally identifiable information to contact or identify you and, where applicable, your Guarantor (relevant only to Tenants/Licensees). This information may include, but is not limited to, your name and contact details ("Personal Information").

As a property management and letting agent, we require this information to perform our role and fulfil our legal obligations.

How we use your information

We may use the information held about you in the following ways:

1. **Communication**
    - To communicate with registered users of the Site regarding our obligations and the daily management of properties.
    - Contact reasons may include, but are not limited to:
        - Property maintenance
        - Property visits
        - Rent/license fee collection
        - Preparation for the start and end of Tenancy/Licensing Agreements
        - House viewings
2. **Tradespeople and Contractors**
    - Providing your contact details to tradespeople who carry out work on properties you own or rent/license.
3. **Deposit Protection**
    - Where applicable, notifying the Deposit Protection Service or related service provider of any deposit payments requiring protection.
4. **Legal Compliance**
    - Verifying your "right to rent" status (only applicable to Tenants/Licensees) and transmitting related documentation to Third Parties, as needed.
5. **Guarantor Notifications**
    - Informing the Guarantor if the Tenant/Licensee fails to pay rent/licensing fee.
6. **Debt Recovery and Tracing**
    - Disclosure of information to tracing agents or debt collectors in the event of unpaid dues.

Disclosure of Information

We may share your information with the following parties when necessary:

- Deposit Protection Scheme
- City of York Council
- Third parties working on our behalf
- The Landlord/owner of the property you rent/license
- Tenants of your property (applicable to Landlords/owners)
- Co-tenants (if you are on a joint Tenancy Agreement)
- Debt recovery agencies
- Tenant referencing agencies
- Right to Rent documentation verification service providers

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IMPORTANT

If your contact details change, please notify us so that we can update your information and continue fulfilling our obligations. Alternatively, if you are a registered user of the Site, you can log in to view and edit your profile details.

Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyse this.

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

Security

The security of your Personal Information is important to us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Changes to this Privacy Policy

This Privacy Policy is effective as of 19/02/18 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on the webpage adambennett.co.uk/privacy-policy

We reserve the right to update or change our Privacy Policy at any time and you should check the Privacy Policy via the webpage adambennett.co.uk/privacy-policy periodically

Your continued use of the Service after we post any modifications to the Privacy Policy on the webpage adambennett.co.uk/privacy-policy will constitute your acknowledgement of the modifications and your consent to abide and be bound by the modified Privacy Policy. If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on the Site.

Withdrawal of consent

Should you wish to withdraw your consent to our use of your details you can do so by contacting our Data Protection Officer. Please see the section 'Contacting our Data Protection Officer' below for contact details.

Tenants, Licensee’s & Landlords

Please note you cannot withdraw consent if you are in an active Tenancy Agreement or an active License for The Occupation of a Room agreement as we require your Personal Information to meet our legal and contractual obligations. You can withdraw consent once the Tenancy/Licensing Agreement has ended.

Data Retention

We may store your data for up to 7 years after consent has been withdrawn to meet our legal and contractual obligations. After this period your Personal Information will automatically be removed.

Rights of the User

As a registered user of the site, you have the following rights:

- **Right of Access:**You have the right to obtain a copy of the personal data we hold about you.
- **Right to Object:**You can object to processing that is likely to cause or is causing damage or distress.
- **Right to Prevent Direct Marketing:**You have the right to prevent your data from being used for direct marketing purposes.
- **Right to Object to Automated Decisions:**You can object to decisions made by automated means.
- **Right to Rectify:**In certain circumstances, you have the right to have inaccurate personal data corrected, blocked, erased, or destroyed.
- **Right to Compensation:**You can claim compensation for damages caused by a breach of the GDPR regulation.
- **Right to Lodge a Complaint:** You have the right to lodge a complaint with a supervisory authority, this is the Information Commissioner’s Office.

Refund Policy

If you have made a payment in error, please contact the office on 01904 611 611 or email enquiries@adambennett.co.uk. We will process your refund within 14 days of notifying us.

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Contacting our Data Protection Officer

If you have any questions about this Privacy Policy, please contact:

Data Protection Officer
58 Gillygate, York, YO31 7EQ
e: dpo@adambennett.co.uk
t: 01904611611