

# The Letting Protection Service Scotland Custodial Scheme

## Terms and Conditions



### 1. Background Definitions

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

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

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

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

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

**Contact Centre** means The LPS Scotland's dedicated telephone contact centre which can be contacted on 0330 303 0031;

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

**Deposit** means a sum of money held as security for the performance of any of the Tenant's obligations arising under or in connection with a relevant tenancy as defined in the Regulations;

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

**Deposit Repayment Form** means a form completed by one Party requesting repayment of the Deposit;

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

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

**Dispute Papers** means the documents detailed in Section 25a;

**Error in fact and/or in law** means an error or mistake made by the Adjudicator as to the facts of the Dispute or as regards the law which applies which affected their Decision;

**Forms** means all forms required to be submitted in relation to the Service and includes the Change of Landlord/ Agent Form, the Deposit Submission Form, the Landlord Deposit Repayment Response Form and the Tenant Deposit Repayment Response Form;

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

**Landlord** means a Landlord, within the meaning conferred by the Housing (Scotland) Act 2006, of a relevant Tenancy. For the purposes of these Terms and Conditions Landlord includes a Letting Agent or Organisation, where applicable;

**Landlord Deposit Repayment Response Form** means a Deposit Repayment Response Form issued by The LPS Scotland to the Landlord;

**Landlord's Evidence** means the evidence submitted by the Landlord in support of the Dispute;

**Landlord ID** means the unique identifying reference number allocated to the Landlord by The LPS Scotland following their registration with the Service;

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

**Lead Tenant** means:

- (i) in the case of Joint Tenants, one of their number who has been nominated to act on their behalf in accordance with clauses 8(a)(b) and (f) or 17(d) or (e); and
- (ii) where there is only one Tenant, that Tenant;

**Letting Agent** means the individual or company who lets or manages property on behalf of the Landlord;

**Local Authority Register** means the register of landlords maintained by the local authority for the area in which the Tenancy property is situated, under section 82(1) of the Antisocial Behaviour etc. (Scotland) Act 2004;

**Organisation** means the company who lets or manages property on behalf of the Landlord which is not a Letting Agent;

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

**Regulations** means The Tenancy Deposit Schemes (Scotland) Regulations 2011;

**Regulation 42 Information** means the information required to be provided by the Landlord to the Tenant as set out in Regulation 42 of the Regulations;

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

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

**Service** means the custodial tenancy deposit scheme established under the Housing (Scotland) Act 2006, where a Deposit relating to a Tenancy has been deposited with The LPS Scotland on behalf of the Scottish Government;

**Tenancy** means the tenancy of a property which is part of the Service;

**Tenant Deposit Repayment Response Form** means a Deposit Repayment Response Form issued by The LPS Scotland to the Tenant;

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

**Tenant's Evidence** means the evidence submitted by the Tenant in support of the Dispute;

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

**Terms and Conditions** means these terms and conditions issued by The LPS Scotland as updated from time to time;

**The LPS Scotland** means The Letting Protection Service Scotland operated by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE, on behalf of the Scottish Government;

**Transfer** means:

- (i) the transfer of a Tenancy from one Landlord to a new Landlord; or
- (ii) the transfer of a Deposit to a different registered scheme;

**Working Day** means a day other than a Saturday, Sunday or public holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom;

**You** means the Party using the Service in accordance with these Terms and Conditions and **Your** shall be defined accordingly.

### 2. Background - The Housing (Scotland) Act 2006

a. If you are a Landlord in Scotland and you enter into a Tenancy and take a Deposit from your Tenant, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in an approved tenancy deposit scheme within 30 Working Days of the start of the Tenancy (subject to Scottish Government guidelines).

b. The LPS Scotland operates a custodial tenancy deposit scheme which is free to use (including the ADR Process) and open to all Landlords. The LPS Scotland is funded entirely from the interest earned on Deposits held.

c. If the Deposit is not protected in an approved tenancy deposit scheme and/ or Regulation 42 Information is not provided, Tenants may make a summary application to the Sheriff no later than 3 months after the Tenancy has ended. If the Sheriff is satisfied that the Landlord did not comply with their obligations they **must** order the Landlord to pay the Tenant an amount not exceeding three times the amount of the Deposit and may also order the Landlord to (i) pay the Deposit into an approved scheme or (ii) provide the Tenant with the Regulation 42 Information.

d. Deposits are protected to ensure:

- i. when Tenants are entitled to it, they get all or part of their Deposit back;
- ii. when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;
- iii. any Disputes between Tenants and Landlords are easier and cheaper to resolve; and
- iv. Tenants are encouraged to look after the property they are renting.

### 3. Overview of how the Service works

a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to protect the Deposit with The LPS Scotland, the Regulations require that the Landlord must pay the Deposit to The LPS Scotland within 30 Working Days of the beginning of the Tenancy (subject to Scottish Government guidelines). The LPS Scotland will, however, accept Deposits after this time.

b. Following the successful protection of a Deposit, The LPS Scotland will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 13. The Landlord must provide the Regulation 42 Information (A Regulation 42 Information template can be downloaded at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com)).

c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for repayment of the Deposit. The Landlord and Tenant may complete a Deposit Repayment Form confirming:

- i. the amount of the Deposit repayment which is agreed; and
- ii. the amount of the Deposit repayment which is not agreed.

d. Any agreed amount of the Deposit will be paid out by The LPS Scotland in accordance with a completed Deposit Repayment Form within 5 Working Days of a Deposit Repayment Form being processed.

e. If there is a Dispute regarding the repayment of all or part of the Deposit the Dispute will be dealt with in accordance with these Terms and Conditions unless The LPS Scotland are notified otherwise in writing.

f. If the parties have not agreed on the repayment, the Landlord may complete an online Landlord repayment claim and The LPS Scotland will send the Tenant a Tenant Deposit Repayment Response Form. **If a Tenant fails to respond to the Tenant Deposit Repayment Response Form requiring that the Landlord be paid some or all of the Deposit within 30 Working Days of the LPS Scotland writing to the Tenant, in accordance with section 27 of the Regulations, The LPS Scotland will pay the claimed amount to the Landlord within the next 5 Working Days. The balance of the Deposit (if any) will be held in a designated account by the LPS Scotland on behalf of the Tenant. (see Section 19 below for further details).**

g. If the parties have not agreed on the repayment, the Tenant may complete an online Tenant repayment claim and The LPS Scotland will send the Landlord a Landlord Deposit Repayment Response Form. **If a Landlord fails to respond to the Landlord Deposit Repayment Response Form requiring that the Tenant be paid some or all of the Deposit within 30 Working Days of the LPS Scotland writing to the Landlord, in accordance with section 28 of the Regulations, the LPS Scotland will pay the full amount of the Deposit to the Tenant within the next 5 working days. (see Section 20 below for further details).**

### 4. Ways to Contact The LPS Scotland

a. The Online Service

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

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

iii. Subject to Section 27(d) the online Service will be available 24 hours per day, 7 days per week and 365 days per year.

- iv. All transactions processed via the online service will be processed in real time.
- v. Information leaflets for both Landlords and Tenants are available via the Documents section of The LPS Scotland website at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com).
- b. Contact Centre Service
  - i. The Contact Centre is available to:
    - 1. provide help and enquiry services to Landlords and Tenants in connection with the Service;
    - 2. process requests for Forms; and
    - 3. manage new registrations of Landlords.
  - ii. The telephone number for the Contact Centre is 0330 303 0031.
  - iii. The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
  - iv. All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
  - v. All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
  - vi. Before providing any held data, callers will be positively identified by a Customer Service representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.
- c. Paper Based Service
  - i. All Parties will be able to correspond with The LPS Scotland in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:
 

The Letting Protection Service Scotland  
The Pavilions  
Bridgewater Road  
Bristol  
BS99 6BN
  - ii. Paper Forms can be requested via The LPS Scotland helpline on 0330 303 0031.
  - iii. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

## 5. Registering for the Service - general information

- a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.
- b. The LPS Scotland will require all Landlords (other than Letting Agents and Organisations) to provide the following mandatory pieces of information:
  - i. full name and title of the Landlord;
  - ii. correspondence address of the Landlord;
  - iii. at least one contact telephone number for the Landlord; and
  - iv. online registrants and users will have to provide a valid email address.
- c. The LPS Scotland will require all Letting Agents and Organisations to provide the following mandatory pieces of information:
  - i. full name and title of the primary contact at the Letting Agent or Organisation;
  - ii. Letting Agent's or Organisation name;
  - iii. correspondence address of the Letting Agent or Organisation;
  - iv. at least one contact telephone number for the Letting Agent or Organisation.

## 6. Registering Online

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

## 7. Registering by Telephone

- a. Landlords may register by telephone by calling 0330 303 0031.
- b. All Landlords who register for the Service via the Contact Centre will be provided with:
  - i. a Landlord's ID on the telephone which will be confirmed in writing; and
  - ii. a written copy of these Terms and Conditions will be sent within 3 Working Days of registering with The LPS Scotland. By registering for the Service, Landlords will be deemed to have accepted these Terms and Conditions.

## 8. Joint Tenancies

- a. Where there are Joint Tenants registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and identify a Lead Tenant in the Deposit Submission Form who is authorised to act on behalf of all Joint Tenants.
- b. When submitting a Deposit, the Landlord will be required to tick a box that confirms that the Lead Tenant has been agreed by all Tenants and that they have agreed that the Lead Tenant will control the repayment process and, if necessary, the ADR process.
- c. Additional Tenants will have an opportunity, upon receipt of the deposit submission confirmation, to contact the LPS Scotland if (b) above has not been complied with. In such circumstances, the LPS Scotland will split the Deposit equally between Tenants in order for them to manage their part of the Deposit separately. Any such request must be received by The LPS Scotland within 10 Working Days of the Deposit submission confirmation being issued.
- d. It is the responsibility of the Lead Tenant to agree with the Landlord the distribution of the Deposit at the end of the Tenancy between the Landlord and the Joint Tenants who are party to any Joint Tenancy. Instructions will only be accepted if they have been signed by

the Lead Tenant or the Lead Tenant has entered their Repayment ID.

- e. The Lead Tenant will be responsible for providing repayment information and a valid forwarding address/email address for each Tenant to enable The LPS Scotland to provide repayment confirmation notices to each Tenant. The Lead Tenant will be required to provide their unique repayment ID on repayment forms on behalf of all of the Joint Tenants.
- f. It is the responsibility of the Landlord completing the Deposit Submission Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and that the Lead Tenant is nominated by all of the Joint Tenants.
- g. The Landlord will be required to confirm on the Deposit Submission Form that they have explained to all Tenants, the role and responsibility of the Lead Tenant.

## 9. Deposit Submission

- a. The Landlord is responsible for ensuring that Deposits are submitted for protection within 30 Working Days of the beginning of the Tenancy (subject to Scottish Government guidelines).
  - b. Deposit information can be submitted by completing an online or paper Deposit Submission Form.
  - c. The Landlord is responsible for ensuring that the information contained on the Deposit Submission Form is full and correct.
  - d. The following information is a mandatory requirement on all Deposit Submission Forms:
    - i. Landlord ID;
    - ii. Landlord, Letting Agent or Organisation name / trading title;
    - iii. Either;
      - 1) The Landlord's (not the Letting Agent's) Local Authority Register registration number; or
      - 2) confirmation that the Landlord has made an application to be registered on the Local Authority Register which has not yet been determined; or
      - 3) confirmation that the Landlord is appealing a decision to remove the Landlord's entry or refuse the Landlord's application for entry on the Local Authority Register.
  - Please note that The LPS Scotland is required by the Regulations to notify this information to the relevant Local Authority.**
  - iv. Landlord name and address (Letting Agents and Organisations only);
  - v. house number / name and first line of address of Tenancy property;
  - vi. town / city of Tenancy property;
  - vii. Tenancy property type e.g. house;
  - viii. whether the Tenancy property is furnished / unfurnished;
  - ix. full name and title of Tenant / Lead Tenant;
  - x. in the case of Joint Tenants the full name and title of all Tenants that are party to the Joint Tenancy;
  - xi. a mobile phone number or email address (online submissions only) for the Lead Tenant.
- e. Incomplete, illegible or unrecognisable Deposit Submission Forms will be rejected and payments returned to the submitting Landlord within 4 Working Days of receipt.

## 10. Online Deposit Submission Forms

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

## 11. Paper Deposit Submission Forms

- a. All paper Deposit Submission Forms should be sent to the address set out in Section 4(c).
- b. A cheque for the full amount of the Deposit must be securely attached to the Deposit Submission Form. Only cheques will be accepted as payment for paper Deposit Submission Forms.
- c. All cheques must be made payable to The Letting Protection Service Scotland, be dated in the past 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Deposit Submission Form. **The reverse of the cheque should be marked with the Landlord's ID and their registered address.**
- d. Deposit Submission Forms will be processed within 4 Working Days of receipt by The LPS Scotland.
- e. Paper Deposit Submission Forms will be rejected and the Deposit returned in the event that they are not properly and fully completed.
- f. Should the cheque not meet any of the criteria above The LPS Scotland reserves the right

to reject the Deposit Submission Form and return the cheque and the Deposit Submission Form to the Landlord within 4 business days of receipt, identifying the reason for rejection. g. Cheques will be banked within 1 Working Day of receipt. The LPS Scotland will issue a confirmation of receipt of the Deposit after 5 Working Days of the cheque for the Deposit clearing and the Deposit Submission Form being processed. Confirmations will not be delivered to Landlords or Tenants until the Deposit Submission Form has been processed.

## 12. Bank Transfers

a. Bank Transfer payments can be used for online deposit submissions. The LPS Scotland's 6 digit sort code and each user's unique 8 digit account number can be found on the online account via the 'Summary' option under the 'Payments' menu. It is the Landlord's sole responsibility to ensure that the correct amount is paid to The LPS Scotland via bank transfer. b. Payments received may be allocated to Deposits manually or automatically. Automatic allocation will only occur if the amount deposited exactly matches a Deposit awaiting payment. If for any reason The LPS Scotland is unable to create a match, then the deposited funds will be credited to your account for you to allocate manually. c. If manual allocation is chosen the Landlord must log-on to their LPS Scotland account to manually allocate the deposited funds to the relevant Deposit. Manual allocation is the sole responsibility of the Landlord and must be done in order to ensure the Deposit is protected. d. Bank Transfers are non reversible. If you think that an over-payment has been made, then you must contact The LPS Scotland on 0330 303 0031 or by completing an online Enquiry Form, available through the Frequently Asked Questions at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com).

## 13. What happens after the Deposit has been protected?

a. The LPS Scotland will provide confirmation to:  
i. the Landlord - sent to their registered address or registered email address;  
ii. the Lead Tenant - sent to the Tenancy address or registered email address, or in the case of a Deposit being paid more than 10 Working Days in advance of the occupation date of the Tenancy, and in the absence of an email address, an interim address;  
iii. where there are Joint Tenants, to the Tenancy address.  
b. The confirmation to each Party sent by The LPS Scotland will contain:  
i. Name, address and contact details of The LPS Scotland;  
ii. the Deposit ID;  
iii. the amount of the Deposit;  
iv. the name and contact details of the Landlord;  
v. the name(s) of the Tenant(s) and the Lead Tenant, if applicable;  
vi. the address of the Tenancy property;  
vii. start date of Tenancy;  
viii. Tenancy duration (months);  
ix. a copy of these Terms and Conditions;  
x. a Landlord's Repayment ID or Tenant's Repayment ID, as applicable.  
c. The Repayment ID will be needed to claim repayment of the Deposit at the end of the Tenancy. It is the responsibility of the Landlord to safeguard the Landlord's Repayment ID and not disclose it to any third parties or to another Party(ies). It is the responsibility of the Lead Tenant to safeguard the Tenants' Repayment ID and not disclose it to any third parties or to another Party.  
d. If a Repayment ID has been lost, a Landlord can request a reminder of their Repayment ID through their online account. Landlords and Lead Tenants can also request a reminder of their Repayment ID by completing an online Enquiry Form, available through the Frequently Asked Questions at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com) or by telephoning 0330 303 0031. Tenants can also request a reminder of their Repayment ID by sending a request from a mobile phone to 07537 404 848 quoting REPAY and adding their Deposit ID and Deposit amount.

## 14. The Tenant's Logon

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

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

a. Landlords must ensure that all information held by The LPS Scotland in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.  
b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The LPS Scotland.  
c. Updates, changes and additions to information held by The LPS Scotland can only be made by the Landlord or the Lead Tenant. Changes can be notified:  
i. over the telephone helpline;  
ii. via the online service;  
iii. in writing.  
d. Prior to any changes being made via the Contact Centre the Landlord or Lead Tenant, as applicable, will have to be positively identified.  
e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.  
f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.  
g. Changes to Landlord and Tenant's data shall include Transfers.

## 16. Transfers

### Change of Landlords

a. Change of Landlords can be started online by the Landlord by the completion of a Change of Landlord Form or through the use of a paper Change of Landlord Form requested from the Contact Centre. The LPS Scotland will not register a Change of Landlord unless the Landlord to whom the Deposit is being transferred to is registered with the Service and holds a valid Landlord ID.  
b. In the event of a Change of Landlord The LPS Scotland will deliver confirmations detailing the changes to:  
i. the outgoing Landlord;  
ii. the incoming Landlord;

iii. the Tenant.

c. It is the responsibility of the Landlord completing the Change of Landlord to ensure that any underlying Landlord details are changed where appropriate. A Landlord can contact The LPS Scotland to do this by completing an Online Enquiry Form available through the Frequently Asked Questions at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com) or by calling 0330 303 0031.

### Change of Lead Tenant

a. A Tenant Transfer should not be used where a Tenant is leaving the Tenancy. The Deposit Repayment Form claim process must be followed to repay the out-going Tenant's Deposit and a new Deposit must be submitted in respect of any new Tenant to the Property.  
b. A Tenant Transfer should only be used to reflect a change of Lead Tenant.  
c. The Landlord should contact The LPS Scotland in writing or by completing an online Enquiry Form, available through the Frequently Asked Questions at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com), providing the details of the old and new Lead Tenant and giving the reason for the Change of Tenant.  
d. In the event of a Change of Tenant The LPS Scotland will provide confirmations detailing the changes to:  
i. the Landlord;  
ii. the new Lead Tenant;  
iii. the old Lead Tenant;  
e. For changes of Lead Tenant where the Deposit Repayment process has started, please see clause 17(d).

### Change of Scheme

a. A Landlord can request that a Deposit:  
i. be transferred to another approved scheme; or  
ii. where it is not possible for the Deposit to be transferred directly to another approved scheme, to be repaid to the Landlord for them to pay to another approved scheme.  
b. The Landlord must contact The LPS Scotland in writing or by completing an online Enquiry Form, available through the Frequently Asked Questions at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com), advising that the Deposit is to be dealt with in accordance with either step (a)(i) or (a)(ii) above.  
c. Where a Landlord requests that a Deposit be repaid, in order to transfer it to another approved scheme, the Landlord will need to explain their reasons for not instructing The LPS Scotland to transfer the Deposit directly to another approved scheme. The Landlord will also be required to provide evidence that they are registered with another approved scheme.  
d. Once processed, The LPS Scotland will provide confirmations detailing the changes to:  
i. the Landlord / Letting Agent / Organisation responsible for the property;  
ii. the Lead Tenant;  
iii. where there are Joint Tenants, to the Tenancy address..

## 17. Deposit Repayments

a. The LPS Scotland will only allow the repayment process to be started once the Deposit has been protected for a minimum period of 20 Working Days. If you wish to start a repayment process before this period of time, please contact us by completing an online Enquiry Form, available through the Frequently Asked Questions at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com).  
b. The LPS Scotland will not release any part of the Deposit unless:  
i. it has all Parties' agreement to do so; or  
ii. there is a failure of a Landlord or Tenant to respond to a Repayment Notification Form within the time limits set by the Regulations; or  
iii. there is a Decision from an Adjudicator; or  
iv. such release is permitted under its Adjudication rules as a result of a failure by either party to comply with the ADR procedure.  
c. The LPS Scotland urges all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.  
d. Where there are multiple Tenants registered against a Deposit, if the Lead Tenant is not engaging in the repayment process an alternative Tenant can contact The LPS Scotland to request that they become the Lead Tenant in order to manage the repayment process. Upon receipt of such a request, The LPS Scotland will issue notification to the Lead Tenant informing them of the request and advising that a Tenant Transfer will be completed if no response is received within 5 Working Days. If no response is received within 5 Working Days, a Tenant Transfer will be completed and the new Lead Tenant will then be able to manage the repayment process. If a response is received, it will be the responsibility of the Tenants to complete the repayment within the statutory timeframe, otherwise the claimed amount will be released to the Landlord. **Any request for a Change of Lead Tenant must be received by The LPS Scotland at least 7 Working Days before the end of the 30 Working Day period following expiry of the Tenancy. Failure to do so will result in the request for a Transfer of Lead Tenant being rejected.**  
e. Where there are multiple Tenants registered against a Deposit, if there is a Dispute and the Lead Tenant does not wish to control the ADR process they can contact The LPS Scotland to give authorisation for any one of the other Tenants to control the ADR process instead.  
f. In the event of a dispute, if The LPS Scotland does not receive an agreement from the Tenant to the Dispute being referred to Adjudication, The LPS Scotland will write to all Tenants within 15 Working Days reminding the Tenants of the procedure for referring a Dispute to Adjudication. The first instruction received from a Tenant will be implemented by The LPS Scotland. The LPS Scotland will explain that if no Tenant responds or if the first Tenant who responds does not agree to refer the Dispute to Adjudication within a further 15 Working Days the Deposit will be repaid in accordance with the Landlord's Repayment Notification Form. **If the first Tenant to respond does not agree to refer the Dispute to Adjudication within this further 15 Working Day period, The LPS Scotland will pay the amount of the Deposit claimed by the Landlord to the Landlord within 5 Working Days.**  
g. After the initial 15 Working Days, the first Tenant who contacts The LPS Scotland with an agreement for the Dispute to be referred to Adjudication will be deemed to have consented to Adjudication on behalf of all the Tenants and will then be appointed as the Lead Tenant to control the ADR process.  
h. Repayment of all or part of the Deposit will be made either via direct BACS transfer to the Landlord's and/or Tenant(s)' accounts, sterling cheque or a combination of the two methods in accordance with the Deposit Repayment Form. Cheques can be made payable to either the Landlord/Agent or the named Tenant(s). Payment can also be made into overseas bank accounts. Please contact The LPS Scotland if you wish to use this service. Please note separate terms and conditions and charges will apply  
i. All payments will be released within 5 Working Days of The LPS Scotland processing a

### 18. Repayment Notification Form - General

- a. Either party can submit a repayment notification form specifying how much of the Deposit should be repaid to them and how much should be repaid to the other party(ies).
- b. In the event that the Landlord wishes to retain all or part of the deposit, they will be required to state the reason they wish to retain an amount from the deposit and to provide any comments in relation to their claim, if applicable. The Landlord will be able to make multiple claims for different reasons.
- c. The Landlord will be required to:
  - i. confirm the amount(s) due to the Landlord;
  - ii. confirm the reason for the amount(s) claimed, adding comments in relation to the reason for the amount(s) claimed.
  - iii. provide details of the repayment method, bank sort code, account number and roll number if applicable;
  - iv. provide a valid Landlord's Repayment ID.
- d. The Tenant will be required to:
  - i. accept or reject each specific claim made by the Landlord (if applicable);
  - ii. confirm the amount due to each Tenant;
  - iii. provide details of the repayment method, bank sort code, account number and roll number if applicable for each Tenant;
  - iv. provide forwarding address / valid email address (optional) for each Tenant;
  - v. provide a valid Tenant's Repayment ID.

### 19. Landlord's Repayment Notification Form

- a. A Landlord must apply for repayment of a Deposit as soon as reasonably practicable after the end of a Tenancy. Upon receipt of a Landlord's Repayment Notification Form The LPS Scotland will write to the Tenant notifying them of the amount claimed by the Landlord, the reason for the amount claimed and the amount to be repaid to the Tenant. The Tenant will be asked to confirm whether they agree or disagree with each claim made by the Landlord and, if they disagree to any part of the claim, they will be asked if they agree to the Dispute being referred to Adjudication.
- b. If within 30 Working Days the Tenant:
  - i. **does not respond to The LPS Scotland's notification, The LPS Scotland is required by the Regulations to (a) pay the amount claimed by the Landlord to the Landlord within a further 5 Working Days; and (b) hold the remaining deposit (if any) in a designated account on behalf of the Tenant;**
  - ii. responds to The LPS Scotland's notification confirming that they agree with the claim(s) made by the Landlord in the Landlord's Repayment Notification Form, The LPS Scotland will repay the Deposit on that basis within 5 Working Days of receiving such notification;
  - iii. responds to The LPS Scotland's notification confirming that they do not agree with any part of the claim(s) made by the Landlord in the Landlord's Repayment Notification Form, The LPS Scotland will pay the Disputed amount of the Deposit into a designated account;
  - iv. responds to The LPS Scotland's notification confirming that they do not agree with the proposal made by the Landlord in the Landlord's Repayment Notification Form, but agrees to the Dispute being referred to Adjudication it will be referred in accordance with the procedure set out in section 22 to 26;
  - v. responds to The LPS Scotland's notification confirming that they do not agree with any part of the claim(s) made by the Landlord in the Landlord's Repayment Notification Form and do not agree to the Dispute being referred to Adjudication, The LPS Scotland will write to the Tenant within 15 Working Days reminding the Tenant of the procedure for referring a Dispute to Adjudication and explaining that if they do not agree to refer the Dispute to Adjudication within a further 15 Working Days the Disputed amount will be repaid in accordance with the Landlord's Repayment Notification Form. **If the Tenant does not agree to refer the Dispute to Adjudication within this further 15 Working Day period, The LPS Scotland will pay the Disputed amount to the Landlord within a further 5 Working Days.**
- c. If an incorrectly completed Landlord Repayment Notification Form is submitted to The LPS Scotland it will be rejected. It is the Landlord's responsibility to ensure that a correctly completed Landlord Repayment Notification Form is submitted to The LPS Scotland before the end of the 30 Working Day period following The LPS Scotland writing to the Landlord. Failure to do so may result in the Deposit being paid to the Tenant. **PLEASE NOTE: The LPS Scotland is unable to guarantee that they will be able to respond to any incorrectly completed Landlord Repayment Forms that are received less than 5 Working Days before the end of the deadline and therefore we strongly recommended that all Landlord Repayment Forms are returned within 25 Working Days.**

### 20. Tenant's Repayment Notification Form

- a. Upon receipt of a Tenant's Repayment Notification Form the LPS Scotland will check whether the Landlord has already submitted a Landlord Repayment Notification Form. If the Landlord has done so, The LPS Scotland will reject the Tenant's Deposit Repayment Form. If the Landlord has not submitted a Landlord's Deposit Repayment Form, The LPS Scotland will write to the Landlord notifying them of the amount of the Deposit claimed by the Tenant and the amount proposed to be repaid to the Landlord. The Landlord will be asked to confirm whether they agree to this repayment and, if not, how much the Landlord considers should be repaid to them.
- b. If within 30 Working Days of the LPS Scotland writing to them, the Landlord:
  - (i) **does not respond to The LPS Scotland's notification, The LPS Scotland is required by the Regulations to pay the full amount of the Deposit to the Tenant within a further 5 Working Days;**
  - (ii) responds to The LPS Scotland's notification confirming that they agree with the proposal made by the Tenant in the Tenant's Repayment Notification Form, The LPS Scotland will repay the Deposit on that basis within 5 Working Days of receiving such notification;
  - (iii) responds to The LPS Scotland's notification and a Repayment Notification Form in accordance with the provisions of section 19, such Landlord Repayment Notification Form will be processed in accordance with section 19.
- c. If an incorrectly completed Tenant Repayment Notification Form is submitted to The LPS Scotland it will be rejected. It is the Tenant's responsibility to ensure that a correctly completed Tenant Repayment Notification Form is submitted to The LPS Scotland before the end of the 30 Working Day period following The LPS Scotland writing to the Tenant. Failure to do so

may result in the Deposit being paid to the Landlord. **PLEASE NOTE: The LPS Scotland is unable to guarantee that they will be able to respond to any incorrectly completed Tenant Repayment Forms that are received less than 5 Working Days before the end of the deadline and therefore we strongly recommended that all Tenant Repayment Forms are returned within 25 Working Days.**

### 21. Confirmation of Deposit Repayment

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

### Adjudication - The Alternative Dispute Resolution (ADR) Service

#### 22. Eligibility to use the ADR Procedure

- a. The ADR Procedure can only be used if:
  - i. both the Landlord and Tenant have completed a Deposit Repayment Form notifying The LPS Scotland that there is a Dispute in relation to the repayment of the Deposit and the Tenant agreeing to refer the matter to Adjudication in the event of a Dispute (in such a case the Landlord will be deemed to agree to any Dispute being referred to Adjudication and to be bound by the Decision of the Adjudicator as a result of submitting a Deposit to The LPS Scotland); or
  - ii. the Tenant has agreed to refer the Dispute to Adjudication as part of the Repayment Notification Form process.
- b. Disputes will only be referred to Adjudication if the Landlord and Tenant comply with these Terms and Conditions.
- c. Putting a Dispute through the ADR Procedure does not remove the duty of one Party to pay the other any other amounts which are due.
- d. Use of the ADR Procedure is free of charge save that all Parties must bear their own costs of participating. The Adjudicator cannot make any award on the costs of participating in the ADR Procedure.
- e. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time and at any stage of the ADR Procedure but they must both then notify The LPS Scotland of their agreement to do so (by providing an instruction signed by both Parties), so that The LPS Scotland can return the Deposit in accordance with that agreement. If the Parties notify the LPS Scotland that they wish to abandon the ADR Process before its conclusion but without having reached agreement if a Landlord's Repayment Notification Form has been issued, the Deposit will be repaid in accordance with that document. All payments will be made within 5 Working Days of receiving such notification. **Please note, the ADR Process can only be abandoned if The LPS Scotland receives a written instruction to do so from both the Landlord and the Tenant.**
- f. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- g. If either of the Parties fails to comply with any of the steps detailed in these Terms and Conditions the Dispute will be rejected and the Deposit will be dealt with in accordance with these Terms and Conditions.
- h. The LPS Scotland may determine in its absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.
- i. The Dispute must not be the subject of an existing court action.
- j. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The LPS Scotland:
  - i. they relate to matters other than the return of the Deposit; and/or
  - ii. where either Party has issued legal proceedings; and/or
  - iii. the issues involved have already been determined by a Court.
- k. The Adjudicator may also reject Disputes which, in their reasonable opinion:
  - i. are being pursued in an unreasonable manner or raise issues which are not suitable for determination in a paper based Adjudication;
  - ii. are frivolous;
  - iii. are vexatious; and/or
  - iv. seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process.
- l. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to [disputes@lettingprotectionscotland.com](mailto:disputes@lettingprotectionscotland.com). All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.

### 23. Initiating the ADR Procedure - The Repayment Forms

- a. If the Deposit Repayment Form has not been properly completed (including being signed and dated) and/or strikes out any of the mandatory declarations (such as the Tenant's agreement to be bound by the decision of the Adjudicator) then the referral to Adjudication may be invalid.

### 24. Notification of a Dispute to The LPS Scotland

- a. Upon receipt of a duly completed Deposit Repayment Form notifying The LPS Scotland of a Dispute or a response from a Tenant, The LPS Scotland 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 The LPS Scotland is in receipt of his or her evidence within 10 working days of the date the invitation was issued.
- b. The Landlord's Evidence Form should include the following evidence types:
  - i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
  - ii. the signed check-in inventory and schedule of condition;
  - iii. vacating instructions;
  - iv. the signed check-out inventory and schedule of condition;
  - v. a signed and legally compliant written Tenancy agreement;
  - vi. if a Letting Agent/Organisation is acting, a copy of their terms of business/management;
  - vii. a schedule of the cost of any works sought from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;

- viii. a statement of the rent account, if relevant;
  - ix. where housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
  - x. any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
  - xi. confirmation that they have contacted the Tenant and provision of a copy of any correspondence between them or details of their discussions.
- c. If the Landlord is unable to provide any of the information detailed in Section 24(b) above, he or she should explain to The LPS Scotland why he or she is unable to do so and The LPS Scotland will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
- d. The Tenant's Evidence should include the following evidence types:
- i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
  - ii. any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
- e. If there is a Lead Tenant he or she must submit the Tenant's evidence on behalf of all Tenants.
- f. Following receipt of each Party's evidence, The LPS Scotland may request additional information or clarification.
- g. It is the Landlord's sole responsibility to provide The LPS Scotland with a signed, valid, written Tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the Tenancy agreement is received by The LPS Scotland, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. **Please note, however, that the Landlord's claim is likely to fail if such a Tenancy agreement is not supplied.**
- h. If the Landlord or Tenant does not wish to submit any evidence in support of a claim, the relevant Party must, within 10 Working Days of the request being issued, notify The LPS Scotland in writing confirming that that Party will not be submitting any additional evidence.
- i. If the Landlord or Tenant fails to submit any evidence, or, in the alternative, confirms in writing within the relevant period that he or she has no additional evidence to submit, The LPS Scotland will release the full amount claimed to the other Party within 5 Working Days of the deadline for the relevant Party's response.
- j. In the event that neither Party complies with the requirement of paragraph 24(i) above and no supporting evidence is provided by either Party, The LPS Scotland will repay any disputed sum to the Tenant.

## 25. The Adjudication

- a. Upon completion of the steps detailed above, The LPS Scotland will forward all evidence received to the Adjudicator;
- b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.
- c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The LPS Scotland. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
- d. The Adjudicator may:
  - i. make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where deemed appropriate by the Adjudicator;
  - ii. receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
  - iii. carry on with the Adjudication even if either Party does not act in accordance with the Terms and Conditions or any instructions;
  - iv. end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator will make a Decision within 20 Working Days of receipt of the Dispute Papers. The day of receipt will be deemed to be the first Working Day following the day on which the Dispute Papers are sent to the Adjudicator.
- f. The Adjudicator will notify the LPS Scotland and the Parties in writing of the Decision of the Adjudicator within 5 Working Days. Such notification will set out the facts on which the Decision is based, the reasons for the Decision and the amount of the Deposit to be paid to the Tenant and the Landlord.

## 26. Adjudication Decision Reviews

- a. Within 10 Working Days of a Decision being issued the Landlord or the Tenant may request a review of the Decision on the grounds that the Adjudicator has erred in fact and/or in law.
- b. In the absence of a request for a review, the LPS Scotland will pay the Deposit in accordance with the Adjudicator's Decision within 5 Working Days of the expiry of the 10 Working Day period above.
- c. On receipt of a request for review, The LPS Scotland will decide whether to accept or reject it but will not accept it without first inviting representations from the other party to enable it to consider whether the Adjudicator has erred in fact or law. Any such representations must be provided in writing within 3 Working Days.
- d. Where a request for a review has been rejected by The LPS Scotland, the party requesting the review may not make a further application for review of the Adjudicator's Decision. The Disputed amount will be released as soon as is practicable but no sooner than 10 Working Days from the date of notification of the Decision.
- e. If having considered the request for a review and any representations received under clause 26(c), the LPS Scotland considers there are reasonable grounds for believing that the Adjudicator may have erred in fact or in law, The LPS Scotland will accept the application and will refer the Decision to an Adjudicator who was not involved in the completion of the original Decision (the "New Adjudicator").
- f. The New Adjudicator may affirm the Decision or substitute a different decision (the "Review Decision"). The Parties will be notified of the outcome of the Review Decision

within 5 Working Days.

g. The Review Decision is final and cannot be further reviewed.

h. Payments to either Party will be made within 5 Working Days of receipt of the Review Decision.

## 27. Liability

- a. The LPS Scotland will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud save that the LPS Scotland's liability in relation to any claim shall in no circumstances whatsoever exceed the total amount of the Deposit to which the claim relates. The LPS Scotland does not accept liability for any loss suffered by a Party unless it arises as a direct result of its actions or for any loss, which does not arise as a result of its negligence, wilful default or fraud.
- b. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The LPS Scotland, you shall be liable to compensate The LPS Scotland for any such loss or damage.
- c. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- d. The online Service will usually be available for use 24 hours a day, 7 days per week and 365 days per year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented. However, the Service may be temporarily unavailable for a number of reasons, including routine and emergency maintenance, excess demand for the Service, failure of the internet and other circumstances beyond the control of The LPS Scotland.
- e. The Service is provided via a web-site with a secure server using 128-bit encryption. As long as you remain on the Service web-site you will have the benefit of this security. However, you should note that 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.
- f. Except where The LPS Scotland has been negligent, The LPS Scotland does 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 The LPS Scotland or prior to an email message being received by The LPS Scotland 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.
- g. The LPS Scotland takes reasonable care to ensure that electronic communications generated by it are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. The LPS Scotland's liability in this respect is limited to re-supplying any affected documents or attachments.
- h. You are responsible for ensuring all electronic communications sent by you to The LPS Scotland are free from viruses or defects. If a communication from you is found to contain a virus, The LPS Scotland shall not be obliged to receive or act upon such communication.
- i. You must contact us immediately if you suspect that your password, Landlord ID, Tenant ID or Repayment ID has been lost, disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, The LPS Scotland will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The LPS Scotland will act accordingly. You will be liable for all such transactions.
- j. Once processed, a Deposit Repayment Form or online deposit response containing your Repayment ID is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
- k. The LPS Scotland shall not be responsible for delays or failure to perform any of its obligations due to acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication or line failures, power failure, earthquakes or other disasters.
- l. The LPS Scotland shall not have any liability to you for any non-availability or interruption in the operation of the Service (wholly or part of) or for any failure or delay of a communication. It is your responsibility to ensure that any communications are sent in sufficient time to be received within any deadlines.
- m. If you are sending an e-mail to The LPS Scotland, please ensure your e-mail does not exceed 20mb. Any e-mails larger than 20mb may not be received.
- n. Any information supplied on our website or within our FAQs is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.
- o. Where an e-mail or SMS communication is created but not sent, an alternative method will be used wherever possible, any alternative method used will be completed within 3 calendar days of being notified of the original communication failure.
- p. The LPS Scotland will, wherever possible, look to send deposit confirmations, Repayment ID reminders, Repayment Notifications and Repayment Notification Reminders by a different means in the event that an SMS message or an email is bounced.

## 28. Costs

- a. All aspects of the Service are free to use including the ADR Procedure and Adjudication. The LPS Scotland is funded entirely from the interest earned on Deposits held.

## 29. Complaints

- a. The LPS Scotland aims to provide a first class standard to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.
- b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either: by writing to: The Letting Protection Service Scotland, The Pavilions, Bridgewater Road, Bristol, BS99 6BN;  
OR  
by email to: [complaints@lettingprotectionsotland.com](mailto:complaints@lettingprotectionsotland.com).
- c. The LPS Scotland will treat all complaints seriously and investigate the matter fully.

### 30. Confidentiality

- a. The Parties, The LPS Scotland and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.
- b. Despite Section 30(a), when the Parties agree to have their Dispute settled under the ADR Procedure, they give The LPS Scotland and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

### 31. Data Protection Notice/ Privacy Policy

- a. The LPS Scotland's Data Protection Notice/ Privacy Policy can be viewed by visiting [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com) or by calling 0330 303 0031 to request a copy.

### 32. General

- a. Unless otherwise detailed in the Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
- b. Unless otherwise detailed in the Terms and Conditions, all time limits will be calculated, as applicable:
  - i. excluding the day of receipt of Forms or documents by The LPS Scotland; and
  - ii. from the day that Forms or documents are issued by The LPS Scotland regardless of the date when they are received or seen by the Parties.
- c. Unless correspondence relates to ADR or the repayment of the Deposit, all communications will be sent via 2nd class post.
- d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The LPS Scotland immediately using the helpline 0330 303 0031.
- e. The LPS Scotland may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
- f. The LPS Scotland reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The LPS Scotland (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- g. The LPS Scotland will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The LPS Scotland to criticism for behaving improperly or not acting in accordance with good market practice.
- h. The LPS Scotland 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.
- i. All Deposits will be held in a designated bank account which The LPS Scotland maintains for Parties using the Service.
- j. The LPS Scotland may from time to time change these Terms and Conditions, any such change will be communicated by The LPS Scotland in advance by the way of a 'What's New' message on its homepage at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com).
- k. All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The LPS Scotland. The LPS Scotland Terms and Conditions can be viewed online at [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com) or a paper copy is available on written request.
- l. If one, or part of the terms of these Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining Terms and Conditions in any way.
- m. If The LPS Scotland relax any of the terms of these Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.

### 35. Governing Law

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Scotland. In the event of a dispute the Sheriff shall have jurisdiction.

## **REVISIONS OF THE TERMS AND CONDITIONS OF SERVICE**

**April 2015**

### **Section 13b(iii)**

the amount of the Deposit, the date of receipt and confirmation that it has been paid into a designated account;

Amended to read

the amount of the Deposit;

### **Section 24a**

Upon receipt of a duly completed Deposit Repayment Form notifying The LPS Scotland of a Dispute or a response from a Tenant, The LPS Scotland 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 will be required to ensure that The LPS Scotland is in receipt their evidence within 10 working days of the request being issued.

Amended to read

Upon receipt of a duly completed Deposit Repayment Form notifying The LPS Scotland of a Dispute or a response from a Tenant, The LPS Scotland 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 The LPS Scotland is in receipt his or her evidence within 10 working days of the date the invitation was issued.

### **Section 24c**

If the Landlord is unable to provide any of the information detailed in Section 24(b) above, they should explain to The LPS Scotland why they are unable to do so and The LPS Scotland will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.

Amended to read

If the Landlord is unable to provide any of the information detailed in Section 24(b) above, he or she should explain to The LPS Scotland why he or she is unable to do so and The LPS Scotland will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.

### **Section 24e**

If there is a Lead Tenant they must submit the Tenant's evidence on behalf of all Tenants.

Amended to read

If there is a Lead Tenant he or she must submit the Tenant's evidence on behalf of all Tenants.

### **Section 24h**

As the burden of proof lies with the Landlord, if the Landlord fails to submit their evidence so that it is received by The LPS Northern Ireland within 10 Working Days of the request being issued, The LPS Scotland will pay the Disputed amount to the Tenant.

Amended to read

If the Landlord or Tenant does not wish to submit any evidence in support of a claim, the relevant Party must, within 10 Working Days of the request being issued, notify The LPS Scotland in writing confirming that Party will not be submitting any additional evidence.

**Section 24i (New Paragraph)**

If the Landlord or Tenant fails to submit any evidence, or in the alternative, confirms in writing within the relevant period that he or she has no additional evidence to submit, The LPS Scotland will release the full amount claimed to the other Party within 5 Working Days of the deadline for the parties' response.

**Section 24j (New Paragraph)**

In the event that neither Party complies with the requirement of paragraph 24(i) above and no supporting evidence is provided by either Party. The LPS Scotland will repay any disputed sum to the Tenant.