The Letting Protection Service Northern Ireland

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. Adjudicate shall be adjudicated.

Adjudication always have the following meanings:

1. Background Definitions

Change of Landlord/Agent Form means an error or mistake made by the Adjudicator as to the Error in fact and/or in law 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 Northern Ireland.

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 Tenancy or the discharge of any of the Tenant’s liabilities which so arise.

Deposit ID means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful submission of a Deposit to The LPS Northern Ireland by the Landlord or a Relevant Party.

Deposit Submission Form means the form to be completed by the Landlord in accordance with these Terms and Conditions and submitted to The LPS Northern Ireland with a payment equaling the amount of the Deposit.

Deposit Scheme means a Deposit Repayment Response Form and the Tenant Deposit Repayment Response Form; Tenant’s Evidence 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 Northern Ireland.

Deposit means The LPS Northern Ireland’s dedicated telephone contact centre Bristol BS13 8AE which is an Approved Scheme; DEV means the Evidence submitted by the Landlord in support of the Dispute.

Deposit means the Deposit Repayment Response Form and the Tenant Deposit Repayment Response Form; Tenant’s Evidence means the evidence submitted by the Tenant in order for them to claim repayment of the Deposit.

The Private Tenancies (Northern Ireland) Order 2006 means The LPS Northern Ireland’s dedicated telephone contact centre.

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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 for each Tenant and a valid forwarding address for each Tenant to enable The LPS Northern Ireland 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.

h. Changes to Joint Tenancy information is the responsibility of the Landlord.

9. Deposit Submission

a. The Landlord is responsible for ensuring that Deposits are submitted for protection within 14 days of receipt.

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 complete and correct.

d. The following information is a mandatory requirement on all Deposit Submission Forms:

(i) Landlord ID;
(ii) Letting Agent or Organisation name / trading title;
(iii) Landlord name and address (Letting Agents and Organisations only);
(iv) house number / name and first line of address of Tenancy property;
(v) town / city of Tenancy property;
(vi) full name and title of Tenant / Lead Tenant;
(vii) in the case of Joint Tenants the full name and title of all Tenants that are party to the Joint Tenancy;
(viii) a mobile phone number or email address for the Side / Lead Tenant (online submissions).

e. Incomplete, illegible or unrecognisable Deposit Submission Forms will be rejected and payments returned to the sending Landlord within 4 Working Days of receipt.

10. Online Deposit Submission Forms

a. Deposit Submission Forms may be completed using The LPS Northern Ireland online service at www.lettingprotection.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 Northern Ireland.

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).

11. Paper Deposit Submission Forms

a. 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 Northern Ireland, 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 Online Cheque Submission Form.

12. 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 Northern Ireland, 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 Lead Tenant’s ID and their registered address.

d. Deposit Submission Forms will be processed within 4 Working Days of receipt by The LPS Northern Ireland.

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 Northern Ireland 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 Northern Ireland 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 Northern Ireland’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 Northern Ireland 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 Northern Ireland 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 Northern Ireland 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 Northern Ireland on 0330 303 0032 or by completing an online Enquiry Form, available through the Frequently Asked Questions at www.lettingprotectionni.com.

13. What happens after the Deposit has been protected?

a. The LPS Northern Ireland will provide The LPS Northern Ireland with:
   (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 Northern Ireland will contain:
   (i) Name, address and contact details of The LPS Northern Ireland;
   (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) the start date of Tenancy;
   (viii) the Tenancy duration (months);
   (ix) 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. It is the responsibility of the SolioLand 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.lettingprotectionni.com or by telephoning 0330 303 0032.

e. In the event of a Change of Landlord The LPS Northern Ireland will provide confirmations detailing the changes to:
   (i) the Landlord responsible for the property;
   (ii) the Lead Tenant – in the event that a new Lead Tenant role has been created as a result of the existing Lead Tenant moving out of the property;
   (iii) the incoming Tenants;
   (iv) the outgoing Tenants.

e. A Tenant Transfer should not be used where the identity of the Tenant has changed. The Deposit Repayment claim process must be followed to request a Change of Tenant’s Deposit and a new Deposit submitted in respect of any new Tenant to the Property.

17. Deposit Repayments

a. The LPS Northern Ireland 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.lettingprotectionni.com.

b. The LPS Northern Ireland will not release any part of the Deposit unless:
   (i) it has all Parties’ agreement to do so;
   (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) it is passed a valid Court Order referring to the release of the Deposit; or
   (v) such release is permitted under its Adjudication rules as a result of a failure by either party to comply with the DRM procedures.

c. The LPS Northern Ireland 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 Northern Ireland to request that they become the Lead Tenant in order to manage the repayment process. Any request to become the Lead Tenant must be received by The LPS Northern Ireland at least 6 Working Days before the end of the 30 Working Day period detailed in section 19b. Failure to do so will result in the request being rejected.

e. Upon receipt of a request to change Lead Tenant, The LPS Northern Ireland 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, 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 process within the 30 Working Days of the LPS Northern Ireland first writing to the Lead Tenant (as agreed in section 19b) in relation to the repayment otherwise the claimed amount will be released to the Landlord.

f. Where there are multiple Tenants registered against a Deposit, if there is a dispute and the Lead Tenant does not wish to control the DRM process they can contact The LPS Northern Ireland to give authorisation for any one of the other Tenants to control the DRM process instead.

g. Repayment of all or part of the Deposit will be made either via direct BACS transfer to the Landlord’s and/or Tenant(s)’ accounts, Sterling cheque or a combination of the two methods in accordance with the Deposit Repayment claim. Cheques can be made payable to either the Landlord/Agent or the named Tenant(s). Payment can also be made into overseas bank accounts.
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 the deposit and will be asked 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 due to the Landlord;
   (ii) confirm the reason for the amount(s) claimed, adding comments in relation to the reason for the amounts 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. Upon receipt of a Landlord’s Repayment Notification Form, The LPS Northern Ireland 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 Northern Ireland’s notification, the LPS Northern Ireland will be required by the Regulations to (a) pay the amount claimed by the Landlord to the Landlord within 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 Northern Ireland’s notification confirming that they agree with the claim(s) made by the Landlord in the Landlord’s Repayment Notification Form, The LPS Northern Ireland will transfer the Deposit on that basis within 5 Working Days of receiving such notification;
   (iii) responds to The LPS Northern Ireland’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, but agree to the Dispute being referred to Adjudication The LPS Northern Ireland will pay the Disputed amount of the Deposit into a designated account and the Dispute will be referred in accordance with the procedure set out in sections 22 to 26;
   (iv) responds to The LPS Northern Ireland’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 Northern Ireland will write to the Tenant on the 15th Working Day reminding the Tenant of their agreement to do so by providing an instruction signed by both of them, so that The LPS Northern Ireland can return the Deposit in accordance with that agreement. A Tenant may withdraw their consent to Adjudication at any time before a Decision is made by the Adjudicator. If they do so The LPS Northern Ireland will pay out the Deposit in accordance with the amount specified in the Landlord’s Repayment Notification Form or the Landlord Deposit Repayment Response Form.
   (v) The Adjudicator can only make a Decision up to award up to the value of the Deposit.
   (vi) The Dispute must not be the subject of an existing court action.
   (vii) Disputes will not be referred to the DRM where, in the reasonable opinion of The LPS Northern Ireland:
      (i) they relate to matters other than the return of the Deposit; and/or
      (ii) the issues involved have already been determined by a Court.
   (viii) The Adjudicator may 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.
   (ix) 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@lettingprotectionni.com. All evidence submissions must be received no later than midnight on the deadline day. Evidence received after that time will not be accepted

21. Confirmation of Deposit Repayment

a. The LPS Northern Ireland shall provide confirmation of the amount of the repayment paid to each Party to:
   (i) the Landlord;
   (ii) any other Party.

b. The LPS Northern Ireland will send notification that a Deposit has been claimed via e-mail or if no valid email address is held by post.

22. Eligibility to use DRM

a. DRM can only be used if:
   (i) both the Landlord and Tenant have completed a Deposit Repayment claim notifying The LPS Northern Ireland that there is a Dispute in relation to the repayment of the Deposit and the Tenant has agreed 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 Northern Ireland);
   (ii) the Tenant has agreed to refer the Dispute to Adjudication as part of the Repayment Notification 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 DRM does not remove the duty of one party to pay the other any other amounts which are due.

d. Use of the DRM 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 using the DRM.

e. The Landlord and Lead Tenant are free to settle the Dispute between them on an agreed basis at any time and at any stage of the DRM process but they must both then notify The LPS Northern Ireland of their agreement to do so by providing an instruction signed by both of them, so that The LPS Northern Ireland can return the Deposit in accordance with that agreement.

23. Initiating DRM - The Repayment Forms

a. Upon receipt of a completed Tenant’s Repayment Form, The LPS Northern Ireland will check whether the Landlord has already submitted a Landlord’s Repayment Form. If the Landlord has not done so, The LPS Northern Ireland will not progress the Tenant’s Deposit Repayment Form. If the Landlord has not submitted a Deposit Payment Form, The LPS Northern Ireland 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 the Landlord:
   (i) does not respond to The LPS Northern Ireland’s notification, The LPS Northern Ireland is required by the Regulations to (a) pay the amount claimed by the Landlord to the Landlord within 5 Working Days before the end of the 30 Working Day period detailed in section 20(b)(i) above. Failure to do so will result in the Deposit being paid to the Tenant.
   (ii) responds to The LPS Northern Ireland’s notification confirming that they agree to the Dispute being referred to Adjudication, The LPS Northern Ireland will pay out the Deposit in accordance with the amount specified in the Landlord’s Repayment Notification Form or the Landlord Deposit Repayment Response Form.
   (iii) are vexatious; and/or
   (iv) are frivolous;
   (v) are vexatious; and/or
   (vi) seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process.

24. Notification of a Dispute to The LPS Northern Ireland

a. Upon receipt of a duly completed Tenant's or Landlord’s Repayment Notification Form notifying The LPS Northern Ireland of a Dispute or Tenant Deposit Repayment Response Form, The LPS Northern Ireland 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 Northern Ireland is in receipt of his or her evidence within 10 working days of the date the invitation was issued.

b. The Landlord’s Evidence 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 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
(ii) 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 Northern Ireland why he or she is unable to do so and The LPS Northern Ireland 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 must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.

e. If there is a Lead Tenant or the Landlord must submit the Tenant’s Evidence on behalf of all Tenants. Following receipt of each Party’s evidence, the LPS Northern Ireland may request additional information or clarification.

f. It is the Landlord’s sole responsibility to provide The LPS Northern Ireland 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 Northern Ireland, 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.

g. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence submitted to The LPS Northern Ireland. 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.

h. The Adjudicator may:
(i) make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and/or in law.
(ii) receive and take account of any spoken or written evidence the Adjudicator thinks necessary to allow the Dispute to proceed to Adjudication notwithstanding such failure. In the event that neither Party complies with the requirement of paragraph 24(a) above and no supporting evidence is provided by either Party, The LPS Northern Ireland will repay any disputed sum to the Tenant.

25. The Adjudication

a. Upon completion of the steps detailed above, The LPS Northern Ireland 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 Northern Ireland. 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/or in law.
(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 agree to 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 Northern Ireland 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 Northern Ireland will pay the Deposit in accordance with the Adjudicator’s Decision within 5 Working Days of the expiry of the 10 Working Day period.

c. On receipt of a request for review from either the Landlord or the Tenant, The LPS Northern Ireland 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 Northern Ireland, 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 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 condition 26(c), the LPS Northern Ireland considers there are reasonable grounds for believing that the Adjudicator has erred in fact or in law, The LPS Northern Ireland 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 Northern Ireland 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, willful default or fraud that the LPS Northern Ireland’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 Northern Ireland does not accept liability for any indirect or consequential loss suffered by a Party or for any loss, which does not arise as a result of its negligence, willful 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 Northern Ireland, you shall be liable to compensate The LPS Northern Ireland 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 Northern Ireland.

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 knowledge that your communications are being received by The LPS Northern Ireland 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 Northern Ireland 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 Northern Ireland’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 Northern Ireland are free from viruses or defects. If a communication from you is found to contain a virus, The LPS Northern Ireland 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 Northern Ireland 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 Northern Ireland 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 Northern Ireland 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 are not 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 Northern Ireland shall not have any liability to you for any non-availability or interruption in the operation of the Service (wholly or partly) 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 Northern Ireland, please ensure your e-mail does not exceed 20mb. Any e-mails received 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 of communication may be used whenever possible, any alternative method used will be completed within 3 calendar days of being notified of the original communication failure. The LPS Northern Ireland will, wherever possible, look to send certain communications by a different means in the event that an SMS message or an email is bounced.

p. You are responsible for keeping any passwords in relation to The LPS Northern Ireland as secure as possible. All passwords or other forms of access should contain a mixture of Upper and Lower case letters, together with numerics. The LPS Northern Ireland accepts no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.

q. You are responsible for protecting your LPS Northern Ireland password against Third Party access. The LPS Northern Ireland accepts no liability for any loss incurred as a result of you not protecting your LPS Northern Ireland password against Third Party access.

28. Costs

a. All aspects of the Service are free to use including the DRM and Adjudication. The LPS Northern Ireland is funded entirely from the interest earned on Deposits held.
29. Complaints
   a. The LPS Northern Ireland 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 Northern Ireland
                  The Pavilions
                  Bridgwater Road
                  Bristol
                  BS99 6BW
      OR
      by email to: complaints@lettingprotectionni.com
   c. The LPS Northern Ireland will treat all complaints seriously and investigate the matter fully.

30. Confidentiality
   a. The Parties, The LPS Northern Ireland 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 DRM, they give The LPS Northern Ireland 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 Northern Ireland’s Data Protection Notice/ Privacy Policy can be viewed by visiting www.lettingprotectionni.com or by calling 0330 303 0032 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 Northern Ireland; and
      (ii) from the day that Forms or documents are issued by The LPS Northern Ireland regardless of the date when they are received or seen by the Parties.
   c. Unless correspondence relates to DRM 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 Northern Ireland immediately using the helpline 0330 303 0032.
   e. The LPS Northern Ireland may determine in its absolute discretion whether a Party has complied with these Terms and Conditions.
   f. The LPS Northern Ireland 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 Northern Ireland (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 Northern Ireland 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 Northern Ireland to criticism for behaving improperly or not acting in accordance with good market practice.
   h. The LPS Northern Ireland 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 Northern Ireland maintains for Parties using the Service.
   j. The LPS Northern Ireland may from time to time change these Terms and Conditions, any such change will be communicated by The LPS Northern Ireland in advance by the way of a ‘What’s New’ message on the homepage at www.lettingprotectionni.com. All Forms will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms are received by The LPS Northern Ireland. The LPS Northern Ireland Terms and Conditions can be viewed online at www.lettingprotectionni.com or a paper copy is available on written request.
   k. 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.
   l. If The LPS Northern Ireland 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.

33. Governing Law
   These Terms and Conditions are governed by and shall be construed in accordance with the laws of Northern Ireland.
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 Northern Ireland of a Dispute or a response from a Tenant, The LPS Northern Ireland 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 Northern Ireland 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 Northern Ireland of a Dispute or a response from a Tenant, The LPS Northern Ireland 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 Northern Ireland 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 Northern Ireland why they are unable to do so and The LPS Northern Ireland 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 Northern Ireland why he or she is unable to do so and The LPS Northern Ireland 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 Northern Ireland 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 Northern Ireland 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 Northern Ireland 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 Northern Ireland will repay any disputed sum to the Tenant.