mydeposits

Scheme rules

(Ninth edition)

An insured-backed tenancy deposit protection scheme for England and Wales approved under the Housing Act 2004

Thank you for being part of mydeposits, a government authorised insured-backed tenancy deposit protection scheme for England and Wales. This ninth edition marks a significant evolution in our service, aligning with the legislative changes introduced by the **Renters' Rights Act 2025**, and the transition to our new **Total Property platform**.

Our custodial scheme has been successfully operating on the Total Property platform, and we're confident that all mydeposits members and their tenants will benefit from having both our England and Wales schemes integrated into this enhanced system.

Whether you are joining for the first time or renewing your membership, please read these scheme rules carefully. These rules form a legally binding **contract of membership** and outline your responsibilities as a member.

Key updates in this edition

- **Tenancy law reform:** With the introduction of assured tenancies replacing assured shorthold tenancies, all tenancies are now periodic, with no fixed end date
- **Annual membership model:** From 27 July 2026, all insured-backed members will move from a 'pay-as-you-go' model to an annual membership based on deposit allocations
- **Deposit allocation system:** Your membership fee is calculated based on the number of protected deposits. When a tenancy ends, the allocation used for that deposit becomes available for reuse. Any deposit protections registered above your allocated limit will be subject to a pro-rata fee
- **Conditions of resolution:** We've enhanced our dispute resolution process and renamed the supporting document to conditions of resolution

Your responsibilities

As a member, you are responsible for:

- Making sure deposits are protected correctly and in accordance with the scheme rules
- Providing tenants with the **prescribed information** within 30 days of receiving the deposit
- Managing your membership and deposit allocations, including confirming tenancy ends to avoid unnecessary charges
- Complying with risk assessments and maintaining accurate membership data

In accordance with previous versions of the scheme rules this ninth edition supersedes all previous editions and this edition will be in place from 27 July 2026.

Our conditions of resolution document has also been updated to cover all the enhancements we have made to our insured-backed resolution process for members and tenants.

We continue to aim to provide a friendly and efficient service at all times. Thank you for being a valued mydeposits member. We wish you continued success in providing quality rented accommodation to your tenants.

Eddie Hooker
Chief Executive Officer - mydeposits

Contents

Definitions

Wherever the following words and phrases appear in the scheme rules they have the following meanings to interpret and enforce the scheme rules and conditions of resolution.

All references to persons, agents, landlords, and tenants in these scheme rules shall include, a company, partners and both male and female genders.

NB: *notes are intended to assist and only provide information and explanation.*

The Act
The Housing Act 2004 (as amended) and including any statutory instruments made thereunder

Adjudicator
The qualified person appointed by the scheme to make a decision through resolution

Agent
A letting or managing agent acting with the authority of landlord clients to take and hold deposits

Resolution
An impartial and legally binding service offered by us to our members and their tenants as an alternative to court action for resolving end of tenancy settlements (also known as alternative dispute resolution)

Assured tenancy (AT)
An assured tenancy within the meaning of the Renters' Rights Act 2025 (also known as an assured periodic tenancy)

Calendar day(s)
Any Gregorian calendar day of the year (see definition of 'working day')

Client money account
A segregated and ring-fenced client money account with a UK clearing bank or building society which is free of lien, charge or adverse claim and is retained for the specific purpose of holding client money only

NB: Unlawful interference with a client money account is a criminal offence

Company landlord
A public or private limited company (PLC or LTD), a limited liability partnership (LLP) or a sole trader who uses a trading name, that owns and lets residential property on an APT with the landlord being the name of the company

Default resolution
Resolution initiated by us when the member fails to respond to notification of the matter within the statutory time limit

Ministry of Housing Communities and Local Government (MHCLG)
The Government department which authorises us to run the scheme.

Deposit
Any money intended to be held (by the member or otherwise) as security for:

(a) The performance of any obligations of the tenant; or

(b) The discharge of any liability of the Tenant's, arising under or in connection with the tenancy

Designated account
Our bank account designated to hold unresolved amounts pending agreement between the parties, or a decision by ADR or the court

Ended protection
The ending of the deposit protection by the member or the scheme

Interested party
A third party who has contributed to the deposit and is named on the prescribed information

Joint tenancy
When more than one tenant enters into an AT and all the tenants are jointly and severally responsible for the terms of the AT

Joint tenants
The tenants named on a joint tenancy agreement and who have their deposit protected by the scheme

Landlord
An individual(s) who owns and lets residential property on an AT

Landlord client
A landlord who instructs an agent member to hold their tenant's deposit(s)

NB: *The landlord client must be registered with us by the agent member*

Lead tenant
One tenant who is authorised by all joint tenants

Property manager
A landlord or agent who has joined the scheme to protect deposits

Membership fee(s)
Annual membership fee payable by the member for scheme membership

Membership period
The period of membership (12 months) for which membership fees have been paid

mydeposits
The trading name of Tenancy Deposit Solutions Limited (TDSL)

Occupation contracts
In 2016 the Welsh Government passed the Renting Homes (Wales) Act that applies to virtually all rented properties in Wales. From 1 December 2022, when the Act came into force, the rules for renting in Wales changed. Tenancy agreements were replaced by 'occupation contracts' and tenants by 'contract holders'. An occupation contract is the agreement between tenant or licensee called the 'contract-holder' – and their landlord.

Own(s)
Freehold, leasehold (not by tenancy) or commonhold estate interest, whether sole or joint, in residential property. Ownership by AT, letting of any kind or leases of less than seven years are excluded

Prescribed information
The information a landlord must provide to the tenant with regards to the deposit protection in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

Protect/protection/deposit protection
The protection of a deposit by a member, with the scheme

Regulatory requirement
Statutory regulations imposed by legislation

Residential property
Any privately owned property in England and Wales including, a flat, maisonette, part of a building, house or set of rooms let under an AT

Resolution
An impartial and legally binding service offered by us to our members and their tenants as an alternative to Court action for resolving end of tenancy settlements (also known as alternative dispute resolution)

Risk assessment
The checks we carry out on members in accordance with B1

Scheme
The mydeposits Tenancy Deposit Protection Scheme approved by MHCLG and administered by us pursuant to the Act

Sub-let
A tenancy where a person (usually a tenant under another tenancy), acts as a landlord without owning the residential property

***NB:** The insured-backed scheme will not protect a deposit taken on a sub-letting however the mydeposits custodial scheme can be used for this type of arrangement*

Rent to rent
Rent to rent is where a company, a local authority (corporation) or an individual (we'll call this the "rent to renter") rents a property off a landlord (owner) and the landlord receives a guaranteed rental income for an agreed term, regardless of whether the property is occupied or not. The rent to renter then sublets the property to an "occupier tenant" or tenants, at a higher rent than is paid to the landlord owner, making a profit in return for the risk taken and the work to be carried out.

Tenant
A person who takes a letting and pays rent to a landlord/agent under an AT

90 days
90 days means 90 calendar days, for example; 1 January to 31 March or 15 January to 14 April

UK resident
A person with an address at which they are permanently resident (i.e. not out of the country for more than three months at a time) in the United Kingdom (excluding the Isle of Man but including the Channel Islands) or a serving member of HM Forces stationed outside the United Kingdom for operational purposes

Unresolved amount
The amount of the deposit which is the subject of a resolution

We/us/our
The scheme – TDSL trading as mydeposits

Working day
Any calendar day excluding Saturdays, Sundays, Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales

***NB:** For use in sections D and E with regard to important time periods. Also see definition of 'calendar day'*

Section A: Membership

A1 Membership acceptance criteria

A landlord (either an individual or a company) can apply to join the scheme online or by telephone. The landlord agrees to be bound by the terms of these scheme rules and our conditions of resolution as a contract of membership. We will rely on the membership information provided to us by the member.

An agent must complete an application online and provide us with the relevant information and documents that we need. An authorised person at the agency will confirm agreement to the scheme rules and conditions of resolution which form the contract of membership.

The contract of membership includes conditions and undertakings by the member. These conditions form part of the member's contractual obligations and apply throughout their membership. Although called 'property manager' by the scheme, the landlord or agent joins the scheme and becomes a member and must tell the scheme about any relevant changes to the membership conditions. The scheme relies on the accuracy of the information provided.

A1.1 **The member, as a landlord must:**

A1.1.1 Join the scheme

A1.1.2 Own and let residential property in England or Wales and be named on the AT agreement (of the protected deposit) as landlord

A1.1.3 Always hold and remain accountable for protected deposits

A1.1.4 If an individual, not be a patient under the Mental Health Act or subject to any bankruptcy, receivership or insolvency order

A1.1.5 If a company then be free of any petition to wind up, liquidation, receivership or insolvency orders

A1.1.6 Where a charity acts as landlord it must join as a company landlord

A1.1.7 The landlord's address for service cannot be an address for which they have a live protection

A1.2 **The member, as agent must:**

A1.2.1 Join the scheme

A1.2.2 Let and/or manage residential property in England and Wales with the continuing authority of landlord client(s)

A1.2.3 Always hold deposits on behalf of landlord client(s) and make sure that deposits never form part of the agent's money or assets

A1.2.4 Always hold deposits in a client money account and agree to provide evidence of this account when requested by us (See B1)

A1.2.5 Be free of any petition to wind up, liquidation, receivership or insolvency orders

A1.2.6 Only protect deposits which they hold

***NB:** If any deposit is held by a landlord client then the landlord must join the scheme and become a member to protect the deposit with us*

A1.3 **Agent member registration of landlord clients:**

A1.3.1 The agent must:

A1.3.1.1 Register their landlord clients with us making sure all contact details are correct including email address

A1.3.1.2 Inform the landlord client that they will be contacted by us and are able to set up their own mydeposits account to view the deposit protection details in the Total Property portal

A1.3.1.3 Inform the landlord client that they are ultimately responsible for the deposit and have obligations to the tenant in relation to the deposit paid under the terms of the tenancy agreement, even if the agent acts fraudulently or becomes insolvent

A1.3.2 The agent member must not:

A1.3.2.1 Use the agent member's or the tenancy address as a contact address for the landlord client

A1.3.2.2 Attempt to register a landlord client who would not be accepted if the landlord applied for a membership (unless the only reason is the landlord client is resident outside the UK)

NB: *If an agent member has doubts about this, they should check with us first and provide full disclosure*

A1.4 **All members must:**

A1.4.1 Not set up a membership on behalf of another person or company, including a family member

A1.4.2 Not have been refused or excluded membership of this or any other tenancy deposit protection scheme whether insurance based or custodial in their own name(s) or in any other name or capacity as principal, agent, joint applicant or nominee

A1.4.3 Not have been convicted of any criminal offence or have any criminal prosecutions pending

NB: *At our discretion we will consider less significant criminal convictions or those which occurred several years ago. Minor motoring convictions will be disregarded. We will not consider applications where financial offences occurred*

A1.4.4 Always provide (and keep updated with the scheme):

A1.4.4.1 A working email address for themselves

A1.4.4.2 A working telephone contact number for themselves

A1.4.4.3 A residential address for landlord members or a trading address for company landlord and agent members where documents can be served in the United Kingdom or the Channel Islands)

A1.4.5 Respond to scheme communications when requested to do so

A1.4.6 Undertake to reimburse the scheme, in respect of any amounts paid to a tenant by the scheme

NB: *See Schedule 10 Section 212. 1 (3) (d) of the Act*

A2 Payment of membership fees

A2.1 The member agrees to pay all membership fees as required. Membership of the scheme will only commence or be renewed when we have received cleared payment of the membership fee (subject to payment terms we offer to members)

A2.2 The membership fee is an annual charge for all deposits protected and based on an allocation mechanism. Fees are calculated in accordance with the scheme's pricing matrix, available on our website

A2.3 The fee will cover the member's allocation which is defined as either the number of live protected deposits that are active at the time of renewal, or the number of deposit protection allocations requested at joining or extending the membership

A2.4 A member can increase their allocation at any time during the membership period. A pro rata fee, calculated according to the scheme's pricing matrix, will apply for the remainder of the membership period

A2.5 Cash will not be accepted for payment of any membership fees

A3 Membership renewal

A3.1 Before renewal, the member will be asked to review the number of live protected deposits. The renewal fee will be calculated based on this allocation and will be due on the renewal date

A3.2 The member will have 30 calendar days from their renewal date to pay the membership fee. During this period, they will not be able to protect new deposits until the new membership fee has been paid

A3.4 Failure to pay within 30 calendar days will result in suspension of membership on day 31. The compliance process will then be initiated (see B3.1)

A3.5 Continued membership and protection of the member's deposits are conditional upon full payment of the membership fee, subject to agreed payment terms

A4 Discounts

A4.1 Are valid only for the duration of the promotional period or until the discount offer is withdrawn

A4.2 Must be entered at the time of purchase or renewal and they cannot be applied retrospectively

A4.3 May be subject to specific terms and conditions, including eligibility criteria, usage limits, or applicable products or services

A4.4 Can be modified, suspended, or cancelled at any time without prior notice

A4.5 Cannot be exchanged for cash, transferred, or combined with other offers unless explicitly stated

A5 Changes to membership and/or membership data

A5.1 Membership is not transferable. If an agent member or company landlord changes its legal entity then the member must inform us and obtain a new membership using the correct company information and paying any specified fee

A5.2 The member must tell us immediately in writing of changes in any circumstances in respect of the membership criteria as detailed in A1

A5.3 Non-disclosure or misrepresentations by a member may result in membership cancellation under B2. We may need to change the terms and conditions of membership based on any non-disclosure of misrepresentation made by the member

A5.4 In the event of a member's death, it is the responsibility of the executor or a beneficiary under the member's will to inform the scheme. They must provide us with a copy of the member's will, the death certificate and if applicable, the grant of probate, along with the relevant application information for us to transfer the membership into the relevant person's name

A6 Declining membership

We may decline an application or renewal of membership at our discretion. If we do so, we will explain the reason why.

Section B: Audit, breach of contract and cancellation of membership

B1 Member risk assessment

B1.1 We may undertake a membership risk assessment at any time to make sure a member's compliance with the scheme rules

B1.2 The member agrees to comply with all reasonable requests of the scheme in relation to a risk assessment

B1.3 As part of the risk assessment process, all members will be subject to a credit reference check and ongoing monitoring. For company landlord members, we may require details of the company's owners, principals or directors, including their names, addresses, dates of birth and contact information

B1.4 For agent memberships, the risk assessment will be the same as for company landlord memberships. However, it will also include a request for evidence that protected deposit funds are being held in a segregated client money account (as defined), together with confirmation from the bank that the account is designated and maintained as a segregated client account. It may also include an unannounced visit to the member's trading address to obtain the required information.

B2 Breach of contract and cancellation of membership by the scheme

B2.1 We may serve a 14 calendar day written notice to suspend membership, which may lead to cancellation of the membership. If any of the following occur, we will treat them as breaches of the member's obligations under the scheme:

B2.1.1 Non-payment of any fees or other money requested and due to us

B2.1.2 Failure to renew membership

B2.1.2 Failure to lodge an unresolved amount when required

B2.1.3 Any statement made by the member or information given which we discover to be a misrepresentation or fraudulent relating either to the member's membership or the protection of a deposit

B2.1.4 A member's failure to comply or pass a risk assessment carried out by the scheme

B2.1.5 If the member becomes subject to a financial judgment, or if a liquidator or LPA receiver is appointed over any protected properties. If the member is a company, this includes being subject to a winding-up petition, administration, or administrative receivership, a proposal to strike off the company, or if the member stops trading or no longer operates under the name registered with us. If the member is an individual, this includes being declared bankrupt or insolvent, or entering into or proposing any arrangement with creditors

B2.1.6 The scheme discovering that a landlord member does not own or is sub-letting the residential property of the deposit protection

B2.1.7 The member has been living outside of the UK for a period of at least three months after the date a deposit is protected with us, and has not informed us

B2.1.8 Where the member acts in an aggressive or abusive manner to any of our officers or staff

B2.1.9 Any breach of the scheme rules, a member's failure to respond to a scheme request or information which we subsequently receive from a member or tenant which we deem to be of sufficient seriousness to warrant membership cancellation (including re-occurring breaches)

B2.2 Within the 14 calendar days of the date of the notice in B2.1, the member must:

B2.2.1 Correct the breach described in the notice or

B2.2.2 Give us in writing, acceptable reasons why the membership should not be cancelled

NB: *During this 14 calendar day notice period, the member will not be able to protect any deposits*

B2.3 At the end of the 14 calendar day period stated in the notice of suspension we will write to the member giving our decision as to whether the membership will be cancelled or not

NB: *Our decision on cancellation of membership is final. There is no right of appeal against our decision*

B2.4 The member will not be entitled to a refund of any membership fees following cancellation of membership in B2.3

B3 Protection of deposits following membership cancellation

B3.1 Following the cancellation of membership under B2.3, we will issue written notices to the member's tenants and landlord clients, where applicable. These notices will confirm that all deposits will cease to be protected after a period of 90 calendar days from the date the account is placed into pending cancelation status

B3.2 The scheme will only accept a resolution case from a tenant following cancellation of a membership under B4.1 if the tenancy has ended and the tenant has vacated the property within 90 calendar days of the cancellation date. If the member is no longer trading, the tenant may still raise a resolution case, which will be handled in accordance with the scheme's standard process

B3.3 The landlord (or landlord client) remains fully responsible and accountable to us and the tenant for the deposit for as long as it remains protected under the scheme

B4 Ending of membership by the member

B4.1 A member may end their membership at any time, provided there are no protected deposits under active or registered tenancies

B4.2 If there are any outstanding or ongoing resolution cases at the time the membership ends, the member must still comply with our instructions and any resolution decisions. This also applies to any new valid cases raised within 90 days of the membership ending, including the lodging of the unresolved deposit amounts as instructed

B4.3 A member may request a refund of the membership fee within 14 calendar days of payment, provided no new deposit protections have been registered during that period. After this 14 day period, no refunds will be issued. Any outstanding fees must be paid in full if payment terms were previously agreed. This refund provision does not apply to memberships cancelled by the scheme under B2

B4.4 Any deposits associated with tenancies that have ended but remain protected will continue to be protected for a period of up to 90 calendar days from the date membership ends

Section C: Deposit protection

Clauses C1 and C2 are the ‘initial requirements of the scheme’ for the purposes of chapter 4, s.213 (4) of the Act. These are the requirements imposed by the scheme for a member to comply with when receiving a deposit.

C1 Deposit protection conditions

C1.1 The member must take responsibility for protecting the deposit correctly under the Act. If the member protects a deposit while aware that there will be or is likely to be, a dispute with the tenant(s) about the return of the deposit, we reserve the right to void the deposit protection. This includes any fraudulent protection carried out by a member when there was no intention for a tenancy to begin

C1.2 When protecting a deposit, the member must provide us with all the information we request and that we will rely on throughout the protection. It is the member’s responsibility to make sure that the information provided is the same as that contained in the AT agreement

C1.3 Where a deposit is paid in instalments, the member must protect each instalment as it is received. The member must update the deposit protection accordingly with each subsequent instalment, within the specified timeframe. If any expected instalments are not received, we suggest the member retain evidence to support their position

C1.4 Each time a deposit is protected, the member’s available allocation will decrease by one

C1.5 The member may download a copy of the prescribed information certificate and the information for tenants leaflet from their online account in the Total Property portal. Tenants can also access the prescribed information certificate through logging in to their own account

NB: *Failure to pay any membership fees, including renewal, may result in us not accepting a resolution case even if the tenant has received the prescribed information. We will invoke clause B2.1*

C1.6 The member is responsible for providing the tenant with the prescribed information about deposit protection within 30 days of receiving the deposit. This includes details of the tenancy and the Information for Tenants leaflet produced by the scheme

The member may provide the prescribed information in any format; however, the tenant must be given the opportunity to log into their account to begin the end-of-tenancy process

NB: *We recommend agent members encourage their landlord clients to log into their own mydeposits account so they can view the protection details. The landlord client should be named on the AT agreement and they are ultimately responsible for protecting the deposit and providing the prescribed information to the tenant, even if they instruct an agent*

C1.7 If the member makes an administrative mistake when protecting a deposit, the member may request changes to the deposit protection if they let us know in writing. The member also needs to provide a copy of the AT to show that the changes are necessary.

C1.8 Deposit protections are not transferable or assignable. Protections are granted to a member in respect of each deposit on each AT

C1.9 When a deposit protection is updated to show a tenancy has ended, the member’s available allocation will automatically increase by one for each tenancy that ends. This additional allocation may be used to protect a new deposit at either the same property or a different address, without requiring further payment during the current membership period

C1.10 A deposit protection will automatically end 90 days from the date the tenant vacates the property. However, if the resolution process is started within this timeframe, the deposit protection will remain active until the resolution is concluded by us

C1.11 Deposit protections may be ended immediately by us in certain circumstances. This includes but is not limited to cases where the protection was applied in error or where the deposit has then been protected by another government authorised tenancy deposit protection scheme

C2 Deposit protection for joint tenancy agreements

C2.1 When protecting a deposit for a joint tenancy agreement, the member must also, in addition to the requirements of C1.2, tell us which tenant is to be named as the lead tenant. The member must make sure that the lead tenant is authorised by all joint tenants to receive documents on their behalf.

The member must obtain the consent of all the joint tenants before nominating the lead tenant

C2.2 The member must also:

C2.2.1 Correctly register the full names of all the joint tenants to be included on the prescribed information

C2.2.2 Provide mandatory contact details for all the tenants including email address and mobile number

C2.2.3 Provide a signed copy of the prescribed information, and the information for tenants leaflet to the lead tenant. The lead tenant should sign to confirm the details are correct

C2.3 The member is responsible for managing any changes to joint tenants during a tenancy. The member may either update the tenant details on the existing deposit protection, as long as the total deposit amount does not decrease or create a new deposit protection. As the deposit protection has been paid for within the membership period, no additional charges apply for changes relating to joint tenancy arrangements

C2.4 Joint tenant deposit protections must be updated when the tenancy ends in accordance with C4

C3 Member sells, transfers or no longer owns residential property to which a deposit protection relates before the end of the tenancy

C3.1 The member must notify us of what has happened to the tenancy and the deposit by uploading proof of the re protection via the only portal. We will review the evidence provided to accept or decline the request to end the deposit protection.

C3.2 A member should not attempt to end the protection on a protected deposit themselves in this instance

C3.3 We will hold the member responsible for providing an unresolved amount to us if a tenant raises a resolution case and we have not been informed by the member that ownership of the residential property has changed and the member has passed the deposit back to the tenant or the new property owner

C4 End of tenancy

C4.1 When a tenancy ends and the tenant(s) have vacated, the deposit protection must be updated to show the tenancy has ended. This action will trigger a 90 day period, starting from the date the tenant vacated. During this timeframe, the parties may negotiate the return of the deposit through their online accounts and if necessary, proceed to resolution

C4.2 The 90 day period outlined in clause C4.1 may only be extended under specific circumstances, as determined at our discretion

C4.3 If a member does not end a tenancy on a deposit protection before their membership renewal, the associated deposit will be counted toward their allocation for the upcoming membership period

C5 Return of deposit

C5.1 Within 10 calendar days of the end of the tenancy the member should contact the tenant(s) to negotiate the return of the deposit, including paying back any amount of the deposit they know will not be retained

NB: *We recommend that members keep copies of all attempts to contact the tenant(s). Members should note that a tenant has a statutory limitation period of six years from the end of the tenancy to issue a claim in the courts for the deposit. Agent members should also inform landlord clients of this*

C5.2 If a member cannot contact the tenant(s) or has not agreed the division of the deposit with the tenant(s), then the member remains liable for paying any unresolved amount to us if we accept a resolution case from the tenant. The tenant will have 90 days from the end of the tenancy to raise a resolution case subject to D1.4

C5.3 The agent member must consider his responsibility to lodge any unresolved amount to us, if we accept a resolution case, before returning any deposit amount to the landlord client

Section D: Resolving any disagreements between member and tenant over the return of the deposit

D1 The member should take responsibility to negotiate the amount of the deposit to be returned to the tenant at the end of the tenancy

D2 We provide a negotiation process and actively encourage its use to allow the parties to negotiate any end of tenancy deductions from the deposit

D3 Resolution may only be started if the party raising the matter has first made an attempt to resolve the issue through our negotiation process

D4 Members and tenants may choose to use our negotiation process, which is offered at no additional cost and is designed to allow easy and quick resolution to end of tenancy matters

D5 The scheme has a separate document, the mydeposits conditions of resolution. The conditions set out how the scheme deals with resolution cases including, acceptance, process and resolution

D6 All members are contractually required to comply with the latest edition of the conditions of resolution, which form part of the mydeposits scheme rules. The conditions of resolution are available on our website or can be provided by post to the member on request by telephone or in a written letter

Section E: Miscellaneous rules and provisions

E1 The terms of the scheme, scheme rules and conditions of resolution may need to be updated Occasionally. Notices of any significant changes will be posted on our website, and communicated to members by email where they have provided us with an email address

E2 The member agrees to comply with the latest version of the scheme rules and the conditions of resolution, regardless of which version were in force when a protection was purchased

E3 We may delay action if we have any concerns about a member's compliance with the scheme rules, identity, fraud or money laundering

E4 We cannot be held responsible for intervening events beyond our control which prevent, delay or impede our ability to operate the scheme or these rules

NB: *This includes (not exclusively) events such as fire, flooding, strike or terrorism*

E5 The scheme is not responsible if a member misses an email because it has been delivered to their spam or junk mail folder. The member is responsible for making sure the scheme email addresses are added to their 'safe sender' lists, where necessary

E6 These scheme rules and the conditions of resolution are governed by and shall be construed in accordance with the Act and the laws of England and Wales

E7 Our previous ADR decisions may not be relied upon as precedent or authority for deciding any following resolution case. Each resolution case is addressed on its own individual merits and supporting evidence submitted by both parties

E8 Any claim that a member may have against us for our breach of the scheme rules is limited to the protected deposit amount plus interest at two percent above HSBC base rate from the date of the liability being proven against us

Section F: Complaints Procedure

F1 Our aim is to provide a first class service to all members and tenants and to do everything we can to make sure that you are satisfied. If you feel that we have fallen short of this standard and you would like to complain, you should do so by:

Writing to:
mydeposits
Limelight
1st Floor, Studio 3
Elstree Way
Borehamwood
Hertfordshire
WD6 1JH

Emailing: complaints@mydeposits.co.uk

F2 To help us investigate and resolve complaints, they must be submitted within six months of the event giving rise to the complaint. We will only consider complaints from a member or a tenant of a protected deposit. If a landlord client wishes to make a complaint, it must be submitted through their agent member

F3 Once we have received your complaint:

- we will confirm receipt
- we aim to respond within:
- two working days if your complaint relates to the service we have provided
- 15 working days if your complaint relates to a resolution outcome

F4 This complaints procedure cannot be used to complain against or appeal an adjudication decision as agreeing to use ADR to resolve a resolution case means agreeing to comply by the decision of the adjudicator

F5 The scheme is not regulated by the Financial Conduct Authority (FCA). The MHCLG have responsibility for monitoring all the tenancy deposit protection schemes but do not have a role in individual cases or complaints

Appendix 1: Data protection notice

Scope

The scheme is operated for the MHCLG by the Tenancy Deposit Solutions Limited T/A mydeposits.

This notice applies to mydeposits and the DCLG regarding personal information about landlords and tenants in connection with tenancy deposit schemes under the Housing Act 2004.

Personal information

MHCLG through us collects the information you are asked to provide during your registration or which you supply during the period that any deposit is protected for you.

MHCLG and our websites and emails use common internet tools such as cookies and beacons.

MHCLG through us sometimes collects information about the parties from other sources, such as tenants, land registry data, postal services data, credit checking organisations or other sources necessary to confirm identity or the instructions provided.

For more information on the scheme's information and collection practices (including how to delete or refuse cookies) please contact us.

Uses and sharing

Your personal information will only be handled for the purposes of the tenancy deposit scheme. This includes providing alternative dispute resolution and insuring the scheme. Although MHCLG may be required to disclose details of your scheme activities to regulators, industry bodies and other organisations for the purpose of fraud prevention and money laundering, or if there are concerns of a criminal nature regarding your activities. Our insurers may be provided with information for claims related purposes.

We process data to run the scheme and on behalf of the MHCLG.

In the event of a resolution case, information may also be processed on behalf of MHCLG by any alternative dispute resolution service provider. These organisations are required to protect data for us and the MHCLG and cannot apply your personal information for purposes unconnected with the scheme.

Your personal information may be transferred outside the UK or European Union for the purpose of providing you with access to the information if you access the information from a website outside the European Union.

We must process data on behalf of the MHCLG in accordance with the Data Protection Act 2018.

Your rights

Under the Data Protection Act 2018 you have the right to access any data that we and the MHCLG hold about you. You can ask us and the MHCLG to correct any errors in the information.

For more information on your rights please go to http://www.communities.gov.uk/corporate/ foi/ or contact us. Your right to access data is conditional upon the request being made in writing with enough information for us to locate the individual details.

Contact details

Please contact us in the first instance as we process data on behalf of the MHCLG. We can be contacted:

In writing:
mydeposits
Limelight
1st Floor, Studio 3
Elstree Way
Borehamwood
Hertforshire
WD6 1JH

By telephone: 0333 321 9401 (note that calls may be recorded)

By email: info@mydeposits.co.uk

If you wish to contact MHCLG you can contact them by email at contactus@communities.gsi.gov.uk
or by post at:

Tenancy Deposit Protection Team
2 Marsham Street
London
SW1P 4DF

mydeposits

Limelight
1st Floor, Studio 3
Elstree Way
Borehamwood
WD6 1JH

Tel: 0333 321 9401
Email: info@mydeposits.co.uk
mydeposits.co.uk

Ministry of Housing,
Communities &
Local Government

PART OF THE
BROWN & BROWN TEAM

Part of Total Property

TOTAL
Property

MYDEP_SR_0626_11205 (Version 2 - July 26)