

## 1. Definitions

**Custodial Scheme** means the scheme established under the Housing Act 2004 under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Relevant Party has been deposited with The DPS;

**Insured Scheme** means the scheme established under the Housing Act 2004 under which a Protection Fee is paid to The DPS relating to the Tenancy in respect of which you are the Landlord, Tenant or a Relevant Party;

**The DPS** means The Deposit Protection Service provided 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 which provides both the Insured Scheme and the Custodial Scheme

**Service** means either the Insured Scheme or the Custodial Scheme

## 2. Introduction

In order to register with The DPS you are required to accept and comply with these General Terms and Conditions. Should you later choose to protect your Deposit with either the Custodial Scheme or the Insured Scheme you will be required to accept the specific terms and conditions relating to that scheme at that time.

## 3. Service Availability

a. 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 DPS.

b. 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.

c. The DPS 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.

## 4. Liability

a. The DPS 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 DPS'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 DPS 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, wilful default or fraud.

b. In the event that you do not comply with these General Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.

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

## 5. Online Security

a. Except where The DPS has been negligent, The DPS 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 DPS or prior to an email message being received by The DPS or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.

b. The DPS 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 DPS's liability in this respect is limited to re-supplying any affected documents or attachments.

c. You are responsible for ensuring all electronic communications sent by you to The DPS are free from viruses or defects. If a communication from you is found to contain a virus, The DPS shall not be obliged to receive or act upon such communication.

d. 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 DPS 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 DPS will act accordingly. You will be liable for all such transactions.

e. The DPS 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.

f. If you are sending an e-mail to The DPS, please ensure your e-mail does not exceed 20mb. Any e-mails received larger than 20mb may not be received.

g. Any information supplied on our website, by our Virtual Agent or within our FAQs is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.

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

i. You are responsible for protecting your DPS password against third party access. The DPS accepts no liability for any loss incurred as a result of you not protecting your DPS password against third party access.

j. The DPS will not be held responsible for any expense incurred as a result of a duplicate deposit being registered (including any protection fees incurred in relation to the Insured scheme).

## 6. Complaints

a. The DPS aims to provide a first class service 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 Deposit Protection Service, The Pavilions,  
Bridgwater Road, Bristol, BS99 6AA

OR

by email at: [complaints@depositprotection.com](mailto:complaints@depositprotection.com)

c. The DPS will treat all complaints seriously and investigate the matter fully.

## 7. Data Protection Notice/ Privacy Policy

a. The DPS's Data Protection Notice/ Privacy Policy can be viewed by visiting [www.depositprotection.com](http://www.depositprotection.com) or by calling 0330 303 0030 to request a copy.

## 8. General

a. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0030;

b. The DPS may determine in its absolute discretion whether a Party has complied with these General Terms and Conditions.

c. The DPS 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 DPS (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.

d. The DPS 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 DPS to criticism for behaving improperly or not acting in accordance with good market practice.

e. The DPS 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.

f. The DPS may from time to time change these General Terms and Conditions any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at [www.depositprotection.com](http://www.depositprotection.com). The DPS General Terms and Conditions can be viewed online at [www.depositprotection.com](http://www.depositprotection.com) or a paper copy is available on written request.

g. If one, or part of the terms of these General 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.

h. If The DPS relax any of the terms of these General 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.

i. It is the sole responsibility of the Landlord to complete all due diligence required on the Agent appointed by them to register their Tenant(s) deposit(s) with The DPS.

j. Membership of The DPS and use of either the Custodial Scheme or the Insured Schemes cannot be taken as indication as to the credibility of the member.

## 9. DATA PROTECTION NOTICE AND PRIVACY POLICY

### DATA PROTECTION NOTICE

#### Uses and sharing of personal information

Your personal information will be used solely for the purpose of providing The Deposit Protection Service, including alternative dispute resolution services (which may be provided by a service provider nominated by The DPS) save that DCLG may disclose details of your Deposit Protection Service activities to regulators, industry bodies and other organisations for the purposes of fraud prevention, money laundering prevention and where there are concerns over your activities. These other organisations are required to protect your personal information on behalf of DCLG and cannot use your personal information for purposes unconnected with The Deposit Protection Service.

The DPS may also provide information that relates to a tenancy of premises, including personal or business address data of Landlords or Agents, to Local Housing Authorities in England in accordance with section 212A of the Housing Act 2004. Local Authorities may combine this information with other information obtained by them, and they may pass this information to an organisation who provides services to the authority in relation to their duties under parts 1-4 of the Housing Act 2004.

The DPS will process all personal information on behalf of DCLG in accordance with the Data Protection Act 1998.

If you access The Deposit Protection Service from a website outside the European Economic Area your personal information may have to be transferred outside the European Economic Area to enable you to access it.

## **PRIVACY POLICY**

### **Personal information collected**

The DPS collects the information you are asked to provide during your registration with The DPS or which you supply during the period that any Deposit is protected for you. The DPS's website and emails use common internet tools such as cookies (see further below).

DCLG may instruct The DPS to collect information about you from other sources, such as Tenants, land registry data, postal services data or other sources necessary to confirm your identity or the instructions you provide to The DPS.

### **Cookies**

A cookie is very small text file which a website transfers to your computer's hard drive. This allows the website to recognise that you have visited on a previous occasion, and to automatically restore any preferences that you may have already set. Only the website that originally posted the cookie can retrieve it. This type of cookie is semi-permanent, typically having a lifespan of around 3 months. After this time, the cookie expires and is automatically removed from your computer. The DPS does not use semi-permanent cookies. It does, however, use what is known as a session cookie. A session cookie is a standard technique used by many web sites to temporarily store a unique ID on a user's computer for the duration of the time you are viewing the web site. This session ID allows the website to maintain continuity throughout your visit (e.g. keeping you logged-in). Session cookies do not identify you personally and are deleted when the web browser is closed. Please note that the websites to which this site may be linked may make use of their own cookies to collect information from you.

Most browsers will automatically accept cookies, but it may be possible to set your browser to notify you when it is received, at which point you can choose to accept or reject it. You must allow session cookies for The DPS website to function correctly.

### **Your rights**

Under the Data Protection Act 1998 you have the right to request a copy of the personal information The DPS holds about you by writing to us at the address below, or by email at [contactus@depositprotection.com](mailto:contactus@depositprotection.com). This is known as a Subject Access Request. There may be a charge of £10 in relation to any Subject Access Request received for this service. The DPS tries to ensure that all information which we hold for you is accurate. If you find any inaccuracies please notify us and we will correct them promptly. Communication with you may be impeded if the information we hold is inadequate or inaccurate.

### **Google Analytics**

We use Google Analytics with a view to improving user experience. The Google website contains further information about Analytics <https://support.google.com/analytics/answer/6004245>

### **Security precautions**

The DPS employs appropriate technical security measures to protect your personal information and to ensure that it is not accessed by unauthorised persons. Information is held on secure servers and is encrypted wherever this is possible. This is the same encryption used to transmit credit card details over the Internet when buying merchandise online. Our security procedures also provide that, in addition to any password which you may require to gain access to The Deposit Protection Service, you may have to provide proof of identification before we will release personal information to you. Multiple incorrect attempts or invalidation will result in a lockout from the information. We undergo independent periodic reviews of our security policies and procedures to ensure that our systems are secure and protected. You should never divulge your identification numbers, username, or password to anyone else. You should also never write your password down or store it on your computer. In the event that data is requested from a local authority, this data will be transferred via a secure fileshare account through an Online Web Portal.

### **Contact details**

Please contact The DPS at:

The Deposit Protection Service,  
The Pavilions, Bridgwater Road, Bristol, BS99 6AA.  
Tel: 0330 303 0030

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com).

**This data protection notice and privacy policy only applies to this website and does not apply to any websites from which you may have linked to this website or to any website to which you may link from this website.**

### **10. Governing Law**

These General Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.