The Deposit Protection Service
General Terms and Conditions

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 2499988 and whose registered office is at The Pavilions, Bridgewater 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 for 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 loss or expenses suffered or incurred by you as a direct result of its negligence, wilful default or fraud subject to the limitations set out in the remaining paragraphs of this section. You shall be responsible for ensuring all electronic communications sent by you to The DPS are a. 5. Online Security
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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 banking details 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 which 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.

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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. 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.
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.