

## TERMS & CONDITIONS

### Contents

Clause	Page
1. Interpretation	1
2. Acknowledgement	2
3. Introductions	4
4. Compliance with laws and policies	5
5. Anti-bribery compliance	5
6. Commission and payment	6
7. Taxes	6
8. Third party rights	6
9. Obligations of the Supplier	7
10. Confidentiality	7
11. Commencement and duration	7
12. Termination	8
13. Consequences of termination	9
14. Suspension	9
15. No partnership or agency	9
16. Entire agreement	10
17. Variation	10
18. Assignment and other dealings	10
19. Waiver	10
20. Severance	10
21. Notices	11
22. Governing law	11
23. Jurisdiction	11
Schedule 1 - Mandatory Policies	12
Schedule 2 – Policy Fees	13
Schedule 3 – Privacy Policy and Consent Form	14

- (1) **Dlighted Limited** incorporated and registered in England and Wales with company number 09664662 whose registered office is at 108 Fowler Street, South Shields, Tyne & Wear NE33 1PZ (**Supplier**).

**Background:**

- (A) This agreement is to allow the Agency or a Landlord access to the Supplier Platform to pre-check any prospective tenants and to purchase the Deposit replacement insurance policy.
- (B) The Supplier is an Appointed Representative of Alan Boswell Insurance Brokers Limited (**the Principal**) and is able to offer to the Agent or landlord insurance contracts an alternative to the statutory Tenancy Deposit Scheme and the Lettings Agent or landlord is willing to pay the Supplier a policy fee on the terms of this agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. **Interpretation**

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions:

<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>"Brand Guidelines"</b>	See Brand guidelines ;
<b>"Commencement Date"</b>	has the meaning given to it in clause 11;
<b>"Mandatory Policies"</b>	the mandatory policies and procedures of the Supplier and the Principal listed in the Schedule 1, as amended by notification to the Lettings Agent or Landlord from time to time;
<b>"Policy Date"</b>	the date upon which the Lettings Agent or Relevant Landlord agrees to take out a Relevant Policy in respect of a Relevant Letting;
<b>"Policy Fee"</b>	has the meaning given to it in clause 6 and Schedule 2;
<b>"Relevant Landlord"</b>	a landlord of domestic premises in respect of whom the Lettings Agent takes out a Relevant Policy in relation to a Relevant Letting to the Supplier;
<b>"Relevant Letting"</b>	An Assured Shorthold Tenancy;
<b>"Relevant Policies"</b>	each insurance policy in respect of a Relevant Letting which provides recourse to the Lettings Agent or Landlord in respect of Damage, legal expenses, rent arrears and disputes for the vicarious benefit of a Relevant Landlord;
<b>"Supplier Platform"</b>	The Dlighted web platform.

- 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6. A reference to **writing** or **written** includes fax and e-mail.
- 1.7. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8. References to clauses and the Schedule are to the clauses and the Schedule of this agreement; references to paragraphs are to paragraphs of the relevant Schedule.

## 2. **Acknowledgement**

- 2.1. The Lettings Agent or Landlord acknowledges and agrees that:
  - 2.1.1. the Supplier is an appointed representative of the Principal;
  - 2.1.2. the Supplier is authorised only to assist and procure lettings agents or landlords to enter into Relevant Policies as an alternative solution for lettings of domestic premises to the statutory Tenancy Deposit Scheme;
  - 2.1.3. the Relevant Policies will be purchased by the Lettings Agent in its own name if the account is in the name of the agent or the name of a Relevant Landlord if the account is in the name of the landlord;
  - 2.1.4. letting agents will not promote the Relevant Policies as providing Relevant Landlords with insurance to cover tenant deposits payable or which would otherwise be paid in respect of a Relevant Letting;

- 2.1.5. it may only describe Relevant Policies as providing Relevant Landlords with a limited guarantee backed by insurance;
- 2.1.6. it has no authority to arrange for or itself to advise Relevant Landlords upon the Relevant Policies or other comparable insurance available;
- 2.1.7. it shall not directly or indirectly give to Relevant Landlords or potential beneficiaries of Relevant Policies the impression that they are offering them an insurance policy;
- 2.1.8. the Supplier has no authority or ability to negotiate or vary the terms of the Relevant Policies;
- 2.1.9. it shall not refer to the cost of implementing a Relevant Policy as paying a "premium";
- 2.1.10. that the sale of a Relevant Policy to it by the Supplier is "non-advised";
- 2.1.11. the sale of Relevant Policies to it shall be conducted solely through the Supplier Portal;
- 2.1.12. all complaints concerning Relevant Policies shall be referred to the Principal.
- 2.1.13. the Supplier has no authority to settle any claims under a Relevant Policy;
- 2.1.14. all claims under a Relevant Policy must be notified promptly via the Supplier Portal;
- 2.1.15. it will abide by the Mandatory Policies including those as varied from time to time;
- 2.1.16. it is not an agent of the Principal or of the Supplier and shall not sell or purport to sell Relevant Policies to any person, firm or company;
- 2.1.17. the costs and expenses incurred by the Lettings Agent in marketing its services to Relevant Landlords shall be its own responsibility;
- 2.1.18. all literature, marketing and advertising material and other documentation issued by the Lettings Agent in relation to or referring to Relevant Policies shall be subject to the prior written approval of the Principal and the Supplier and shall comply with the applicable rules of the Financial Conduct Authority (**FCA**), the Financial Services and Markets Act 2000 and any rules and/or legislation amending or replacing the same;
- 2.1.19. it will comply with any instruction which the Principal or the Supplier may give concerning investigations which may be carried out by the FCA or with any instruction which may result from the exercise of intervention powers by the FCA;
- 2.1.20. it will produce to any person nominated by the Supplier or the Principal or the FCA any relevant documents, information or materials if requested and permit copies to be taken;
- 2.1.21. it will allow the Principal and/or the Supplier to routinely monitor its actions and activities;

- 2.1.22. it will co-operate fully with the Supplier, the Principal and the FCA from the Commencement Date until 3 (three) years after the Commencement Date or if longer 3 (three) years after the last Relevant Policy is sold by the Supplier to the Lettings Agent in accordance with this agreement;
- 2.1.23. it will immediately notify the Supplier in the event that any of its employees or consultants involved in lettings is:
  - 2.1.23.1. arrested, charged or convicted in connection with an offence involving fraud or dishonesty;
  - 2.1.23.2. convicted of a crime punishable by a sentence of imprisonment;
  - 2.1.23.3. responsible for a material breach of principle or the FCA rules;
  - 2.1.23.4. subject to investigation by the FCA;
- 2.1.24. it shall at all times during the term of this agreement be a member of a consumer redress scheme approved in writing by the Supplier in advance;
- 2.1.25. it shall hold and maintain at all times during the term of this agreement professional indemnity insurance with a reputable insurer in a minimum sum of £1,000,000 and provide on demand a copy of the policy terms and evidence of payment of the applicable premia;
- 2.1.26. it will notify the Supplier promptly upon any complaint with regard to an instance of a Relevant Letting and associated Relevant Policy being referred to an Ombudsman;
- 2.1.27. the information to be provided by the Lettings Agent to a Relevant Landlord shall be that set out in the Principal's "Key Facts" document provided by the Principal from time to time.

### 3. **Introductions**

- 3.1. The Supplier shall supply to the Lettings Agent or landlord with Relevant Policies (including online renewals as provided via the Client Platform) on the terms of this agreement in respect of Relevant Lettings made directly by Relevant Landlords or relevant landlords for whom the Lettings Agent introduces potential tenants.
- 3.2. The Lettings Agent and landlord shall:
  - 3.2.1. serve the Supplier faithfully and diligently and not to allow its interests to conflict with its duties under this agreement; and
  - 3.2.2. comply with all reasonable and lawful instructions of the Supplier and the Principal with regard to the provision of Relevant Policies.
- 3.3. The Lettings Agent or landlord shall have no authority, and shall not hold itself out, or permit any

person to hold itself out, as being authorised to bind the Supplier or the Principal in any way, and shall not do any act which might reasonably create the impression that the Lettings Agent or landlord is so authorised.

- 3.4. The Lettings Agent shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Supplier, including for the provision of any Relevant Policy to a Relevant Landlord, and shall not negotiate any terms for the provision of a Relevant Policy for a Relevant Landlord.
- 3.5. The Lettings Agent or landlord shall not, without the prior written consent of the Supplier, during the term of this agreement agree to take out policies similar to the Relevant Policies in relation to Relevant Lettings.
- 3.6. The Lettings Agent shall in promoting Relevant Policies comply at all times with the Brand Guidelines issued by the Supplier and the Principal from time to time.
- 3.7. The Lettings Agent shall not produce any marketing material for the Supplier's services or use the Supplier's name, logo or trade marks or those of the Principal or insurance company which provides Relevant Policies on any marketing material for the Services without the prior written consent of the Supplier.
- 3.8. The Lettings Agent shall not, without the Supplier's prior written consent, make or give any representations, warranties or other promises concerning any Relevant Policies.
- 3.9. The Lettings Agent or landlord will obtain the agreement of each tenant or prospective tenant for a Relevant Letting to the Supplier's Privacy Policy and Consent Form in the form attached at Schedule 3 or as may be updated by the Supplier from time to time which shall be available via the Supplier Portal and the Lettings Agent or landlord shall use a form of tenant application form for Relevant Lettings in a form previously approved by the Supplier in writing and upload all information required by the Supplier in respect of a prospective tenant onto the Client Portal.

#### 4. **Compliance with laws and policies**

- 4.1. Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement including but not limited to financial service regulations relating to the offering of regulated products to landlords of rental properties, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- 4.2. **Mandatory Policies.** The agent or landlord shall comply with the Mandatory Policies and the relevant code of conduct of their redress scheme membership, in each case as the Supplier or the Financial Conduct Authority may update them from time to time;

#### 5. **Anti-bribery compliance**

- 5.1. The Lettings Agent or Landlord shall:
  - 5.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

- 5.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 5.1.3. comply with the Mandatory Policies as the Supplier, the FCA and any relevant industry body may update them from time to time (**Relevant Policies**);
  - 5.1.4. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 5.1.2, and will enforce them where appropriate;
  - 5.1.5. promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Lettings Agent in connection with the performance of this agreement;
  - 5.1.6. within 3 (three) months of the date of this agreement, and annually thereafter, certify to the Supplier in writing signed by an officer of the Lettings Agent, compliance with this clause 5 by the Lettings Agent and all persons associated with it under clause 5.2. The Lettings Agent shall provide such supporting evidence of compliance as the Supplier may reasonably request.
- 5.2. The Lettings Agent shall ensure that any person associated with the Lettings Agent who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Lettings Agent in this clause 5 (**Relevant Terms**). The Lettings Agent shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms.
- 5.3. For the purpose of this clause 5, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively. For the purpose of this clause 5, a person associated with the Lettings Agent includes but is not limited to any agent, delegate or subcontractor of the Lettings Agent.
6. **Commission and payment**
- 6.1. The Lettings Agent or landlord shall pay to the Introducer a Policy Fee in accordance with Schedule 2 for each Relevant Policy it takes out.
  - 6.2. The Supplier shall (for only those agents or landlords who have agreed payment by invoice) invoice the Lettings Agent or landlord via the platform on the last Business Day of each calendar month for Relevant Policies provided in the calendar month via the Supplier Portal.
  - 6.3. The Lettings Agent or Landlord shall pay the full amount invoiced to it by the Supplier in pounds sterling within 10 (ten) Business Days of the date of invoice.

6.4. The Lettings Agent or Landlord may not withhold payment of any amount due to the Supplier because of any set-off, counterclaim, abatement, or other similar deduction.

7. **Taxes**

7.1. All sums payable under this agreement, or otherwise payable by any party to any other party under this agreement are exclusive of any VAT or other tax chargeable on the supply of the Relevant Policies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.

7.2. Where, under this agreement, any party makes a supply to any other party (Recipient) for VAT purposes and VAT is or becomes chargeable on that supply for which the supplying party is required to account to the relevant tax authority, the Recipient shall, subject to the receipt of a valid VAT invoice, pay the supplying party (in addition to, and at the same time as, any other consideration for that supply) the amount of such VAT.

8. **Third party rights**

8.1. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

8.2. Except as expressly provided for the benefit of the Principal, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

8.3. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

9. **Obligations of the Supplier**

9.1. The Supplier shall provide the Lettings Agent at all material times with the information the Lettings Agent reasonably requires to carry out its duties, including marketing information for and details of the Relevant Policies, and information about the Supplier.

9.2. The Supplier shall inform the Lettings Agent or Landlord immediately if the Supplier suspends or ceases to provide Relevant Policies.

9.3. The Supplier shall not be responsible for any costs incurred by the Lettings Agent or Landlord unless such costs have been agreed by the Supplier in writing, in advance.

10. **Confidentiality**

10.1. Each party undertakes that it shall not at any time during this agreement, and for a period of 5 (five) years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2.

- 10.2. Each party may disclose the other party's confidential information:
- 10.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 10.4. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Lettings Agent from the Supplier shall be returned promptly to the Supplier on termination of this agreement, and no copies shall be kept.

## 11. **Commencement and duration**

This agreement shall commence on the date when it has been signed by all the parties (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 12, until either party gives to the other party not less than 12 (twelve) months written notice to terminate.

## 12. **Termination**

- 12.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 12.1.1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 (thirty) days after being notified in writing to make such payment;
  - 12.1.2. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 (sixty) days after being notified in writing to do so;
  - 12.1.3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - 12.1.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 12.1.5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 12.1.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 12.1.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
  - 12.1.8. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 12.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 12.1.10. the other party (being an individual) is the subject of a bankruptcy petition or order;
  - 12.1.11. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 20 (twenty) days;
  - 12.1.12. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.1 to clause 12.1.11 (inclusive);
  - 12.1.13. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - 12.1.14. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
  - 12.1.15. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 12.2. The Supplier may terminate this agreement on notice with immediate effect if the Lettings Agent or landlord is in breach of its compliance obligations under clause 4 or 5.

13. **Consequences of termination**

- 13.1. On termination of this agreement, the following clauses shall continue in force: clause 1, clause 6, clause 10 and clause 13 to clause 22 (inclusive).
- 13.2. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

14. **Suspension**

- 14.1. In the event that the Lettings Agent or landlord fails to pay any sum due to the Supplier under this agreement in accordance with these terms the Supplier may suspend further performance of this agreement and prevent the issue of further Relevant Policies until all payments due are made and arrangements satisfactory to the Supplier for future payments are put in place.
- 14.2. In the event that the Supplier exercises the right to suspend all sums due shall be immediately due and payable, the Supplier may terminate access to the Supplier Portal and cancel all Relevant Policies for which the Policy Fee has not been paid and the Supplier shall be entitled to charge a fee of £50.00 plus VAT for each cancelled policy to reflect a genuine pre-estimate of its costs of so doing.

15. **No partnership or agency**

- 15.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16. **Entire agreement**

- 16.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 16.4. Nothing in this clause shall limit or exclude any liability for fraud.

17. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. **Assignment and other dealings**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

19. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. **Severance**

20.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20.2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. **Notices**

21.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

21.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 21.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

21.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. **Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date .....

Signature .....

Name.....

Date.....

**Schedule 1 - Mandatory Policies**

- Public and professional liability insurance (letting agents).
- Membership of mandatory Redress schemes .

**Schedule 2 - Policy Fees**

<b><u>Rent</u></b>	<b><u>6 Month policy</u></b>	<b><u>12 Month policy</u></b>
Up to £2500 per month	<b>£99</b>	<b>£129</b>
£2501 to £5000 per month	<b>£189</b>	<b>£219</b>
£5001 to £7500 per month	<b>£249</b>	<b>£279</b>

All policies are inclusive of IPT tax.

**Schedule 3 Privacy Policy and condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies**

**As a prospective tenant seeking an Assured Shorthold Tenancy (AST) by joining the Trusted Tenant™ scheme utilising the Dlighted Deposit Replacement Scheme you give your consent to the following:**

- 1) When you apply to join the Trusted Tenant™ scheme, this organisation will check the following records about you and others (see 2 below)
  - a) Our own;
  - b) those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
  - c) those at fraud prevention agencies (FPAs).

We will make checks such as; assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

- 2) If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
- 3) Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
- 4) If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 5) If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- 6) Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

**Privacy Policy**

In order for your chosen agency/landlord to offer the Dlighted Deposit Replacement Scheme in respect of the proposed AST they need to on their own and on the behalf of Dlighted Limited (Dlighted) to collect and retain certain details about you and your proposed tenancy to enable them and any future agents/landlords to check the Trusted Tenant™ status and secure access to the Deposit Replacement Scheme. These details may include your personal details and sensitive data about you. This privacy policy explains how the agency/landlord and Dlighted will use personal information it collects about you.

To comply with the Data Protection Act 1998 your agency and Dlighted must tell you how it uses and will use this data and ask for your permission. By consenting to this form you are providing your permission for us to process your data for the purposes set out below.

**Permission to store your data**

The agency/landlord and Dlighted is required by law to ask for your permission to record the details relating to you and your current and previous tenancies. These details may contain your personal and sensitive data.

For the purposes of the Data Protection Act the following are Interested Parties and are Data Controllers in common:

- The agency/landlord.
- Dlighted, Brokers and other members of Dlighted's group of companies.
- The insurers providing the policy and future insurers who the agent/landlord or Dlighted or any of their group of companies may use for the underwriting of future policies.
- The Agent/Landlord under the AST in respect of which a policy under the Deposit Replacement Scheme is issued.

### **What is personal and sensitive data**

Personal data is data which can be used to identify you. This may include your name, date of birth, address, telephone number etc. For the purposes of this agreement it will also include your National Insurance number.

Sensitive data is information related to any of the following: racial or ethnic origin, political opinions, religious beliefs, trade union membership, health, sexuality or sex life, offences and/or convictions.

### **What is a Data Controller**

A Data Controller is someone who is responsible for your data and who must make sure that your data is processed according to the law. For example they are responsible for making sure that the information held about you is accurate and that it is kept secure.

### **How will we store your data**

Your data will be stored within the EEA only and accessed by Interested Parties.

Personal data will be stored in an encrypted form to protect against unauthorised access or processing. Dlighted will not disclose any information to any other company other than the Interested Parties except to help prevent fraud, or if required to do so by law. However they may in the future give your information to third parties approved by you.

### **How will we use your information**

Your information will be used to create a Trusted Tenant™ database, which will provide details of you and your tenancies, your personal details and the addresses of the properties of which you are or were a tenant. The database will also contain information about any claims against you through policies of insurance issued as part of the Deposit Replacement Scheme, for example a claim for rent recovery or damage. This information may be reviewed by the Interested Parties as a means of assessing you as an insurance risk, as this may be relevant to future policies. The information could have an effect on the decision whether to grant an AST in future which it is proposed will be part of the Scheme.

### **How long will we store your information for**

Your information will be stored for 6 years after the last date on which a tenancy put in place on the Trusted Tenant™ scheme supported by the Deposit Replacement Scheme offered via Dlighted comes to an end.

 **How to find out more**

This is a condensed version and if you would like to read the full details of how your data may be used please visit our website at [www.Dlighted.co.uk/creditreference](http://www.Dlighted.co.uk/creditreference) or phone 0203 598 9110.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- **CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 060 1414 or log on to [www.callcredit.co.uk](http://www.callcredit.co.uk)
- **Equifax** PLC, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0844 335 0550 or log on to [www.equifax.co.uk](http://www.equifax.co.uk)
- **Experian**, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 481 8000 or log on to [www.experian.co.uk](http://www.experian.co.uk).