

KNOW YOUR CUSTOMER SERVICE GUARANTEE

Last updated 29 September 2022

This Know Your Customer Service Guarantee details the terms, and basis, on which The Lettings Hub will provide Agent Users with its guarantee in certain situations where the Agent User has purchased the Services detailed at clause 3 of this Know Your Customer Service Guarantee.

1. Interpretation

1.1 Terms in this Know Your Customer Service Guarantee such as:

1.1.1 “you” and “your” refer to and address the Agent User; and

1.1.2 “we”, “us” and “our” refer to and address the Company.

1.2 References to “clauses” are to clauses of this Know Your Customer Service Guarantee.

1.3 Terms defined in the Customer User Agreement shall, unless otherwise defined in this Know Your Customer Service Guarantee, have the same meaning in this Know Your Customer Service Guarantee. In addition, the following definitions apply in this Know Your Customer Service Guarantee:

1st Referencing Service includes the following referencing products:

- a)** Essential++ Traditional Reference;
- b)** Elite Traditional Reference;
- c)** Uncertified++ Property PassportTM; and
- d)** Certified Property PassportTM.

2nd Referencing Service includes the following referencing products:

- a)** Essential++ Traditional Reference;
- b)** Elite Traditional Reference;
- c)** Uncertified++ Property PassportTM; and
- d)** Certified Property PassportTM.
- e)** DIY-Essential++;
- f)** DIY-Elite.

Appointed Solicitor means the solicitor that the Company has nominated and provided its prior written approval of and that is instructed by

the Landlord in respect of the Fraud Protection Guarantee in accordance with the terms of clause 6.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Claim Form means a form provided by us and completed and submitted by you in accordance with clause 8.

Customer User Agreement means the Company’s terms that apply to an Agent User who wishes to use the Service provided by the Company, a copy of which is located at: <https://lettingshub.co.uk/letting-agents/customer-user-agreement/>.

Documents means either:

- a)** the Tenant’s British or Irish passport; or
- b)** the share code obtained by and supplied to us by the Tenant via our BOX platform.

Fraud Protection Guarantee means the Company’s guarantee to the Agent User regarding covering the cost of various legal services in certain circumstances provided by clause 6 of this Know Your Customer Service Guarantee.

Fraudulent: means

- a)** in relation to an Elite Traditional Reference, where we have provided an “Accept” or “Accept with guarantor” recommendation for a Tenant, or a Certified Property PassportTM with a tenancy score of 40 or more and any of the following details of the Tenant are found to be untrue or false:
 - name;
 - date of birth;
 - address history for the past 3 years;
 - adverse credit history;
 - income type;
 - total annual income;
 - time in employment;

- contract length (including probation periods);
- previous monthly rent, consistency and promptness of payment;
- details of any previous property damage caused; and
- details of any other previous breach of tenancy; or

b) in relation to an Essential++ reference, where we have provided an "Accept" or "Accept with guarantor" recommendation for a Tenant or an Uncertified++ Property PassportTM with a tenancy score of 40 or more and any of the following details of the Tenant are found to be untrue or false:

- name;
- date of birth;
- address history for the past 3 years;
- adverse credit history;
- total net income received over the last 12 months; and
- previous monthly rent, consistency and promptness of payment.

Right To Rent Guarantee means the Company's guarantee to the Agent User regarding covering the cost of fines issued by the Home Office in certain circumstances provided by clause 4 of this Know Your Customer Service Guarantee.

Guarantees means the Fraud Protection Guarantee, the Right To Rent Guarantee and the Price Match Guarantee.

Initial Quotation has the meaning given in clause 6.3.4.

Customer Service Guarantee means these terms and conditions as amended from time to time in accordance with clause 9.

Price Match Guarantee the Company's guarantee to the Agent User regarding price matching in certain circumstances provided by clause 5 of this Know Your Customer Service Guarantee.

Scope of Work means the scope of work detailed at clause 6.3.1. that the Landlord will instruct the Appointed Solicitor to carry out.

Updated Quotation has the meaning given in clause 6.3.5.

Validation Standards means a final review and verification of a Tenant's reference that is carried out by an in-person review in order to provide a final recommendation to you (and for the purposes of this definition "in-person" means a review carried out by a natural person and not via digital and/or artificial intelligence means).

2. The Lettings Hub Promise

2.1 We are committed to providing quality products which meet the needs of our agents, giving them and their landlords peace of mind. Our referencing and KYC products deliver to agents a robust solution protecting you and your landlords against the risks of a fraudulent tenant. Therefore, subject to the terms of this Know Your Customer Service Guarantee, we make the following promises to you:

- we will cover any fines you incur that are issued by the Home Office relating to right to rent checks if the Documents that we have provided a Right To Rent Check "Pass" recommendation for as part of our Know Your Customer Service Guarantee are found to be incorrect and/or fraudulent (see clause 4 (Right To Rent Guarantee) for further details);
- in the event that we have recommended a Tenant via our Enhanced Identity Check in conjunction with our specified top-tier referencing products who is subsequently found to be Fraudulent, we will cover the cost to evict that Tenant (see clause 6 (Fraud Protection Guarantee) for further details); and
- not only that but we also offer a price match guarantee on any like-for-like product, so you know you are getting the best deal on the market (see clause 5 (Price Match Guarantee) for further details).

3. When This Know Your Customer Service Guarantee Applies

3.1 The availability of the Guarantees to you is subject to the following:

3.1.1 for the Right To Rent Guarantee to apply, you must have purchased the following Services from us:

- a)** the Enhanced Identity Check; and
- b)** the Right To Rent Check;

3.1.2 for the Price Match Guarantee to apply, you must have purchased the following Services from us:

- a) the Enhanced Identity Check;
- b) the Right To Rent Check;
- c) the 2nd Referencing Service; and
- d) the Anti-Money Laundering Check; or
- e) the PEPs & Sanctions Check;

3.1.3 for the Fraud Protection Guarantee to apply:

3.1.3.1 you must have purchased the following Services from us:

- i) the Enhanced Identity Check; and
- ii) the 1st Referencing Service, which has been both completed and passed; and

3.1.3.2 the following conditions must be satisfied:

- i) the Tenancy being a valid assured shorthold tenancy;
- ii) the Tenant's deposit being registered with a tenancy deposit scheme in accordance with current legislation;
- iii) the Tenancy being let and managed in accordance with current law, including the statutory requirements contained in the Government's "How to Rent" guide; and
- iv) neither you or the Landlord being served with any notices by the Local Council in respect of housing conditions.

3.2 In addition to the requirement detailed at clause 3.1, the availability of the Guarantees to you are also subject to the following:

3.2.1 where the reference or Property Passport™ state the Tenant(s) require a suitable guarantor, a guarantor must also be named in the Tenancy Agreement and have received an Elite/Essential++ reference with an "Accept" recommendation or an Uncertified++/Certified Property Passport™ tenancy score of 40 or more; and

3.2.2 all conditions noted in the references provided by us must be met for all Tenant(s) and guarantor(s) (if applicable) before the Tenancy commences; and

3.2.3 you and/or the Landlord supplying us with full, correct, and accurate documentation (including Tenancy Agreement(s), rent records and other documentation that we reasonably request).

3.3 We reserve the right to withdraw any of the Guarantees at any time by giving you not less than 30 days prior written notice (though this right does not apply in relation to a claim under any of the Guarantees that you have submitted a completed Claim Form to us in accordance with clause 8 before the date on which we serve our notice of withdrawal on you).

4. Right To Rent Guarantee

4.1 Where the conditions specified in clause 3 have been satisfied, we will pay in full any financial penalty you receive from the Home Office where we have verified any Documents as part of our Right to Rent Check service a which are subsequently found to be incorrect and/or fraudulent.

4.2 Where we have referred the Right to Rent Check to you, we will only pay in full any financial penalty you receive from the Home Office where such fine was received solely due to any Documents we verified as part of our Right to Rent Check which are subsequently found to be incorrect and/or fraudulent.

4.3 Where the Tenant has a time-limited right to rent, you shall be solely responsible for completing any follow-up check(s) in a timely manner. This Right To Rent Guarantee will not apply for any financial penalty you receive due to you not completing any applicable follow-up check(s) in the required time period.

5. Price Match Guarantee

We don't expect you to find a lower price at another competitor for the same service, sold with the same service guarantee but, if you can, we'll match the price of this service subject to the conditions specified in clause 3 being satisfied along with the following conditions:

5.1 The competing service must be based in the UK and include all the following features:

5.1.1 a tenant reference confirming the applicant's income and rental history with a manual review of applicant data to provide an overall tenancy recommendation which is subject to the same Validation Standards applied by us;

5.1.2 facial biometric and liveness checks;

- 5.1.3** digital footprint and geo-location searches;
- 5.1.4** identity verification;
- 5.1.5** residency verification;
- 5.1.6** verification of identity documents (passport, driving licence and/or travel visa);
- 5.1.7** verification of proof of address documents
- 5.1.8** PEPs (Politically Exposed Persons) & Sanctions search;
- 5.1.9** financial watchlist search;
- 5.1.10** adverse media search; and
- 5.1.11** cover for eviction costs in the case of applicant fraud.

5.2 You must provide evidence of the competitor's price and details of their service to us upon request:

5.3 Excludes promotions.

5.4 Excludes price match claims submitted more than 30 days after your Know Your Customer Service has been activated. Your service is considered activated from the date your Customer Order Form has been processed by us.

5.5 You cannot submit price match claims in relation to offers from competitors that you find after the date of your Customer Order Form.

5.6 If your price match claim is rejected, our decision shall be delivered in writing to you and shall state the reason. All decisions made by us shall be final and binding on the matter.

5.7 We reserve the right to refuse the Price Match Guarantee where we have a reasonable suspicion of fraud.

6. Fraud Protection Guarantee

6.1 Where:

- 6.1.1** the conditions specified in clause 3 have been satisfied; and
- 6.1.2** the Landlord has served a valid letter before claim on the Tenant(s) and any Section 8 or Section 21 notices (or relevant equivalent for Scotland and Northern Ireland) that served by the Landlord have expired; and
- 6.1.3** the conditions specified in clause 6.3 have been complied with by either you or the Landlord (as applicable),

We will cover the Landlord's legal costs that it incurs in evicting the Tenant from the Property in the

event that the Tenant or guarantor is found to be Fraudulent provided that evidence of such fraud is confirmed and communicated to us in writing before the end of the 12 month period beginning on the Tenancy's start date and subject to the provisions of clauses 6.2, 6.3 and 6.4.

6.2 Either you or the Landlord (as applicable) will need to ensure that the following conditions are satisfied in order for the Fraud Protection Guarantee offered by this clause 6 to apply:

6.2.1 the Landlord instructing the Appointed Solicitor to carry out the following scope of work:

- prepare a claim for possession and particulars of the claim;
- apply for a court hearing date;
- commence possession proceedings in the county court;
- pay the court fee;
- file the claim in advance of the hearing;
- appoint a legally qualified advocate for attendance at the first hearing;
- secure an order for possession (if applicable);
- prepare and file a warrant for possession if the Tenant remains in situ beyond the possession order (if applicable); and
- instruct a County Court Bailiff to conclude the possession procedure (if applicable);

6.2.2 the Landlord signing the Appointed Solicitor's engagement letter and providing the Appointed Solicitor with all documents and information it requires to complete its anti-money laundering checks needed to proceed with the matter;

6.2.3 the Landlord authorising the Appointed Solicitor to take instructions from and communicate on the matter with you or us as we may direct;

6.2.4 the Landlord obtaining an initial quotation from the Appointed Solicitor for the likely costs and fees it will incur in carrying out the Scope of Work (the "Initial Quotation") at the outset of the engagement, which the Landlord or you will inform us of without delay, and either you or the Landlord (as applicable) instructing the Appointed Solicitor to not exceed the Initial Quotation unless you

have provided us with an Updated Quotation and we have subsequently provided our written consent to either you or the Landlord that the Initial Quotation can be exceeded; and

- 6.2.5** in the event that the Initial Quotation is reached before the Scope of Work is completed, either you or the Landlord will request an update from the Appointed Solicitor on how much of the Scope of Work remains outstanding along with a revised estimate on what the fees and costs will be to complete the Scope of Work (the "Updated Quotation");
- 6.3** In the event that the Fraud Protection Guarantee applies and subject always to the conditions and requirements of clauses 6.2 and 6.4, we will pay the Landlord's legal costs to the Appointed Solicitors in carrying out the Scope of Work and the up until the earlier of either:
- 6.3.1** the point of possession of the Property (including the engagement of bailiffs); or
 - 6.3.2** the point that the possession proceedings are defended and/or a counterclaim is made by the Tenant or any other party on the Tenant's behalf.
- 6.4** We will not cover any costs relating to:
- 6.4.1** the preparation and service of a letter before claim;
 - 6.4.2** the preparation and service of a section 8 notice or section 21 notice (or relevant equivalent for Scotland and Northern Ireland);
 - 6.4.3** the activity beyond the first hearing (outside the possession procedure detailed above) including any costs that may arise from litigation. Any Landlord wishing to pursue the claim further must either continue with the Appointed Solicitor on a direct basis or appoint their own solicitor;
 - 6.4.4** any costs and fees (be they legal or other) that either you or the Landlord incurs from a solicitor or other professional service provider who is not the Appointed Solicitor nor any of the Appointed Solicitor's costs and fees that are outside of the Scope of Work; and
 - 6.4.5** any arrangement agreed between the Tenant and you and/or the Landlord without the prior consent of either the Appointed Solicitor or us or any costs that arise from instructions given

to a third party not previously agreed by us in writing.

7. Additional Services

- 7.1** As a reminder, the Fraud Protection Guarantee does not include loss of rent payments. It covers only the costs the of eviction where there are mandatory grounds for regaining possession following discovery of the Tenant's (or guarantor's) fraudulent Tenancy application.
- 7.2** We therefore recommend that all agents and Landlords obtain comprehensive protection for loss of rental income and legal expenses for counterclaims and/or defences. We can offer products that provide this type of cover:
- 7.2.1** up to £75,000 of cover per claim for any breach of Tenancy (including anti-social behaviour);
 - 7.2.2** rent arrears covered until vacant possession or up to 12 months where the Tenant submits a valid defence to the eviction;
 - 7.2.3** nil excess so there's nothing to pay in the event of a claim;
 - 7.2.4** 75% of the rent for 2 months if damage the Tenant is responsible for needs to be repaired before the Property can be re-let;
 - 7.2.5** eviction of squatters;
 - 7.2.6** defence of the Landlord's legal rights if an event arising from letting the Property leads to being prosecuted in a criminal court;
 - 7.2.7** hotel expenses and storage costs if the landlord is waiting to move into the Property; and
 - 7.2.8** 24-hour legal helpline when you purchase one of our rent and legal protection insurance policies.

Please contact us for more information.

8. How To Use This Service

- 8.1** As soon as you feel that you wish to invoke any of the Guarantees, please contact us so we can provide you with a Claim Form.
- 8.2** A Claim Form will require completing and returning to us, together with any relevant documentation.
- 8.3** Please email evictions@lettingshub.co.uk to obtain the relevant Claim Form.

9. Variation

Except as set out in this Know Your Customer Service Agreement, no variation of this Know Your Customer Service Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).