Terms & Conditions

Effective 30 June 2025

These terms and conditions (the "Terms") together with the Order Form and the Know Your Customer Service Guarantee (if applicable) constitute the whole agreement (the "Agreement") relating to the Customer's use of the Company's products, services and documentation and govern the contract between the letting agent (the "Customer") and The Lettings Hub Limited (the "Company"). These Terms, the Order Form and the Know Your Customer Service Guarantee (if applicable) supersede all prior agreements, representations, statements and understandings between the Parties in respect of the subject matter contained within this document.

The Lettings Hub is a trading name of Let Insurance Services Limited, an independent intermediary authorised and regulated by the Financial Conduct Authority (FCA). The Company is entered on the FCA register (www.fca.org.uk/register) under reference 474985. Let Insurance Services Limited is registered in England and Wales Registration No. 06413754. The registered office is at 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR. The Lettings Hub Ltd is an Appointed Representative of Let Insurance Services Ltd. The Lettings Hub Ltd: Registered in England No. 8403543. Registered office: 8 Axon, Commerce Road, Lynch Wood, Peterborough PE2 6LR.

By submitting the Order Form to the Company, the Customer agrees to these Terms which will bind the Customer and its Authorised Parties.

1. Definitions

1.1 Some words and phrases will be used throughout these terms and conditions which are defined below:

Customer Data means the electronic data or information submitted by Customer or Authorised Parties to the Service, which may include Personal Data.

Customer Input means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorised Parties relating to the operation or functionality.

Customer Tenant means any tenant who is given access to the Service by the Customer to complete his or her respective tenancy process, make payments or access other services.

Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control by either Party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

Anti-Money Laundering Check means the report from the Company to the Customer confirming whether or not the customer of the Customer has passed or failed an anti-money laundering check provided as part of the Company's Know Your Customer Service.

Authorised Parties means any of the Customer's:

a) Employees or Affiliates' Employees;
b) consultants;
c) service providers;
d) contractors;
e) agents;
f) Customer Tenants and Current Customer Tenants; and
g) third party providers, authorised to access the Service and Customer Data by the Customer (or its Affiliates)
  i) in writing; or
  ii) through the Service's security designation; or

iii) by system integration or other data exchange process.

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

Charges means the monies payable by the Customer to the Company under this Agreement, including the charges set out in the Order Form and the Wholesale Charges (as amended from time to time in accordance with the terms of this Agreement).

Claim means a Claim that the Customer may make against any insurance policy it may hold with The Company.

Commencement Date means the contract start date specified in the Order Form.

CPI Rate means the Consumer Price Index announced by the Office for National Statics from time to time and references to the Consumer Price Index shall be to the latest version of the index data available.

Order Form means the Order Form completed by the Parties setting out the Services provided by the Company to the Customer.

Documentation means any literature (including digital), videos or online resources that provide user assistance or information about the Service, which may be updated by the Company from time to time.

Employee means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the Platform but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

Enhanced Identity Check means the report from the Company to the Customer confirming whether or not the customer of the Customer has passed or failed an enhanced identity check provided as part of the Company's the Company's Know Your Customer Service.

Initial Term means the initial contract term shown in your Order Form.

Intellectual Property Rights means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

Know Your Customer Service Guarantee means the Company's guarantee to the Customer regarding certain identification products and services it provides, a copy of which is located at: https://lettingshub.co.uk/letting-agents/right-to-rent-know-your-customer/service-guarantee/

Landlord means the Landlord of a Tenancy.

Malicious Code means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

Occupier means the owner, tenant or other person who is legally responsible for the utility services at the address.

Parties, Party means The Company and/or the Customer, depending on the context.

PEPs & Sanctions Check means the report from the Company to the Customer confirming whether or not the customer of the Customer has passed or failed a politically exposed person and sanctions check provided as part of the Company's the Company's Know Your Customer Service.

Platform means the BOX Platform operated by the Company.

Properties, Property means the rental property.

Rates means the New Tenancy Rate and the Conversion Rate.

Renewal Term means the period of 12 months.

Rental Period means the time during which a Tenant rents the Property from the Customer, including (if applicable) any additional rental periods whether by way of a statutory periodic tenancy or otherwise.

Right To Rent Check means the report from the Company to the Customer confirming whether or not a Tenant has the right to rent a residential property in England carried out in accordance with the government's and Home Office's guidance as amended from time-to-time provided as part of the Company's the Company's Know Your Customer Service.

Service means any of the products, services or Platforms provided by the Company.

Tenancies, Tenancy means the Assured Shorthold Tenancy, Private Residential Tenancy, Company Residential Tenancy, or common law residential tenancy applicable to the Property.

Tenancy Agreement means the agreement of the Tenancy or Tenancies (as applicable).

Tenant means a tenant that wishes to rent the Property.

Tenants Home Insurance means the Tenants Home Insurance arranged by the Company.

Third Party Services means any services, goods, codes or software programs written or provided by a third party which are used during the provision of the Service. Third Party Terms means any terms and conditions including any licence agreements relating to a Third Party Service.

Void Period means the time in between tenancies during which the rental Property is in the Landlord's possession.

Wholesale Charges means the fees, charges and other costs and expenses incurred by the Company for products and services provided by third parties to the Company in order for it to provide the Services including (but not limited to) insurance rates, energy rates and media companies changing their commission rates.

2. Supply of Services & Term

2.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in this Agreement, the Company shall supply the Services in accordance with the terms of the Agreement.

2.2 This Agreement shall commence on the Commencement Date and, subject to clause 9.1 and 9.2, continue for the Initial Term and shall automatically extend for the Renewal Term at the end of the Initial Term and at the end of each Renewal Term until and unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the current Renewal Term.

2.3 Any change in pricing for the Services may occur with due notice given sixty (60) days before the applicable renewal date.

2.4 The Parties shall also remain bound by clauses 3.1, 4.3, 10 and 11 indefinitely following the date of termination or expiry of this Agreement.

3. Customer's obligations

3.1 The Customer will comply with the Data Protection Act 2018, General Data Protection Regulation, and any similar data legislation and confidentiality rules which govern the Service.

3.2 The Customer will ensure it has registered with the Information Commissioner's Office (ICO) as the Customer is processing customer data and will supply the Customer's registration number to the Company.

3.3 The Customer agrees to hold all the necessary registrations and licences. Whenever the Customer introduces a client to the Company, the Customer must get permission from the relevant person. This includes obtaining consent to pass the Customer's client details to the Company and allow it to make contact.

3.4 The Customer will provide its Employees with adequate training before promoting or discussing the Service with its clients. This training may (at the company's discretion) be provided free of charge by the Company.

3.5 If the Customer suspects any fraudulent activity from any Tenant, guarantor, Landlord or any other party, it will alert the Company immediately.

3.6 The Customer will maintain regular communication with the Company and notify it as soon as possible if its contact details change. The Customer acknowledges that for the Company to provide its Service successfully, it requires the Customer's co-operation on a punctual basis.

3.7 The Customer will at all material times act in good faith towards the Company.

3.8 The Customer shall maintain adequate professional indemnity insurance in relation to acts, errors or omissions during the term of this Agreement, according to any self-regulatory body of which the Customer is a member. This must include Client Money Protection (CMP). If this is not a requirement the Customer shall cover any liability which may arise from a breach of duty in relation to services provided to clients.

3.9 If the Customer is a member of the Royal Institution of Chartered Surveyors (RICS), the Customer agrees to comply with the regulations governing commission disclosure, as prescribed by RICS.

3.10 In the event that the Customer defaults in its discharge of duties under the terms of this Agreement, the Customer shall indemnify the Company from all claims and all direct, indirect or consequential liabilities.

3.11 The Customer will be responsible for maintaining the security of any login details and passwords and notify the Company as soon as it becomes aware of any unauthorised use of the Service by any person. The Customer will be responsible for all Charges including fees incurred for the use of the Service when access to the Service is obtained using the Customer's login details.

3.12 The Customer will not provide use of the Service to any third parties other than Authorised Parties.

3.13 The Customer will ensure that any literature regarding the Service displayed or handed out to the Customer's clients will be the up-to-date literature provided by the Company.

3.14 The Customer must seek prior approval from the Company before publishing details of its Service on any document or web page.

3.15 The Customer may not assign, sub-contract or transfer its rights and obligations under this Agreement.

3.16 The Customer must provide the Company on request and in a timely manner, any data required by it to dispense its obligations under this Agreement or as required by law.

3.17 The Customer must not transfer or refer any owner, Landlord or Tenant of a residential Property managed or sold, to any other provider in competition with the Company for the Service the Customer receives, during the period that this Agreement is in place.

3.18 The Customer shall immediately notify the Company in writing of any change of trading style or address, in partners (where a partnership), or if the Customer or any partner or director becomes bankrupt, insolvent or goes into liquidation, or in the event of any other changes which are material to this Agreement.

3.19 The Customer must not:

- **a)** in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or Malicious Code, including material that violates privacy rights;
- **b)** sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;
- **c)** attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation;
- **d)** interfere with or disrupt the integrity or performance of the Service in whole or in part or third-party data contained therein;
- **e)** attempt to gain unauthorised access to the Service in whole or in part or its related systems or networks;
- **f)** permit direct or indirect access to or use of the Service in whole or in part in a way that uses the Service to access or use any of the Company's Intellectual Property Rights except as permitted under this Agreement or the Documentation;
- **g)** copy the Service or any part, feature, function or user interface thereof;
- **h)** make alterations to, or modifications of, the whole or any part of the Service or permit the Service or any part of it to be combined with, or become incorporated in, any other programs;
- **i)** access the Service in whole or in part in order to build a competitive product or service or to benchmark with a product or service not developed or provided by the Company; or

j) disassemble, decompile, reverse engineer or create derivative works based on the Service in whole or in part or attempt to do any such thing.

4. The Company's obligations

4.1 The Company agrees:

a) to maintain regular communication with the Customer and to notify the Customer should any of the Company's business contact details change; and

b) to make payment of any commission fees due to the Customer based on the structure agreed with the Company from time to time.

4.2 The Company will provide the Customer with legally compliant and up-to-date literature and documentation regarding its Service to use within its business. However it is the Customer's responsibility to provide legally compliant and up-to-date tenancy agreements and statutory tenancy documentation.

4.3 The Company must comply with certain requirements which are designed to ensure that any data held is processed with due care and attention. All information will always be processed in accordance with the relevant data protection legislation, and any data collected will only be used to allow the Company and any subsequent service providers to meet the stated requirements of its client. The Company is committed to privacy for all clients and guarantees to never sell client data to a third party at any time. Details of how the Company processes data are contained in its Privacy Notice on its website www.lettingshub.co.uk.

4.4 The Company may vary these Terms from time to time on giving the Customer at least 30 days' notice in writing provided that any variation required by applicable law will be effective immediately. If the Customer does not accept the variation, the Customer may, within 14 days of being notified of the variation by the Company (the "Review Period"), terminate this Agreement on written notice to the Company. The Customer's continued use of the Services after the Review Period will constitute the Customer's acceptance of the variation.

4.5 The Company will confirm to the Customer, once all necessary checks and training have been completed, when the Customer can begin using the Service.

5. Third Party Services

5.1 The Services may utilise and/or interact with Third Party Services. Where this is the case, it is a condition of such Services that the Customer accepts and complies with the relevant Third Party Terms issued by the applicable third party supplier. In the event that the Customer does not enter into or accept such Third Party Terms, the Company reserves the right to suspend the provision of the Services until such time as the Customer accepts the Third Party Terms.

5.2 The Company reserves the right to change or replace any third party supplier used in connection with the Services, or to update or modify the applicable terms and conditions relating to such Third Party Services, from time to time. The Company shall provide the Customer with reasonable notice of any material changes. Continued use of the Services following such notice shall constitute the Customer's acceptance of the updated terms or the new third party supplier, as applicable.

5.3 Except as expressly provided in this Agreement, the Customer assumes sole responsibility for the use of any Third Party Services. The Company shall have no liability for any inaccuracies, errors and/or omissions in any information, instructions or other outputs provided in connection with such Third Party Services or any actions taken by the Company at the Customer's direction.

6. Payment

6.1 The invoice for the Service for each month will be produced within the first few days of the following month and the Customer will make payment in full by Direct Debit which will be taken in full on or around the 20th of that month.

6.2 All sums payable under this Agreement:

a) are exclusive of VAT or other applicable sales tax (unless otherwise stated), which shall be added to the sum in question; and

b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the owing Party is required by law to deduct withholding tax from the sums. If the owing Party is required by law to deduct withholding tax, then the Parties shall co-operate in all respects and take all reasonable steps necessary to:

i) lawfully avoid making any such deductions; or

ii) enable the receiving Party to obtain a tax credit in respect of the amount withheld.

6.3 Any commissions due for payment shall be made directly via BACS to the Customer's nominated bank account. A remittance advice shall be provided at the same time.

6.4 In the event of any dispute between the Company and the Customer as to the amount of fees payable, the Company shall be entitled to withhold any part or all of the fees which are in dispute until such dispute is resolved.

6.5 Where payment is not made by Direct Debit, the Customer will send a remittance advice at the time of payment showing each Service for which payment has been made and the value of that payment to the Company's finance department at accounts@lettingshub.co.uk and/or to 8 Axon, Commerce Road, Lynch Wood, Peterborough PE2 6LR.

6.6 The Customer understands that failure to make any payment due to the Company by the due date for payment may result in the Company suspending use of its Service while any sum remains outstanding.

7. Charges

7.1 The Company may adjust the Charges with effect from the 1st January and the 1st July of each year to reflect increases in the Wholesale Charges and/or the percentage increase in the CPI Rate during the previous six months.

7.2 If, at the time of a review in accordance with clause 7.1, there is no increase in the Wholesale Charges and the CPI Rate is equal to or less than zero the Charges will stay the same.

7.3 Following a review in accordance with clause 7.1, the Company shall give the Customer not less than one month's notice of such increase and the increase to the Charges shall take effect on expiry of that notice period.

8. Confidentiality

8.1 The Company and the Customer each undertake to keep confidential all information (written or oral) concerning the business and affairs of the other that it may obtain or receive as a result of the discussions leading up to, entering into or during the period of operation of this Agreement. This does not include information that:

a) is trivial or obvious;

b) is already known to the receiving Party, is in its possession beforehand; or

c) is in or enters the public domain other than as a result of a breach of this clause.

8.2 Each Party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 8.1 above by its employees, agents and sub-contractors.

9. Termination

9.1 The Customer has the right to cancel this agreement without penalty during the Initial Term within 14 calendar days from the date the Customer's first Tenancy is created on the Company's Platform. The Customer must notify the Company in writing, clearly stating the Customer's intention to cancel the contract.

9.2 Where the Services that the Customer uses and/or receives are on a non-subscription basis or are not any of the bundles of Services offered by the Company:

a) if the Customer terminates this Agreement within the Initial Term or current Renewal Term the Customer agrees to pay the Company a fee of £20.00 per let calculated on the basis of the average number of lets per month multiplied by the months remaining in the Initial Term / current Renewal Term; and

b) either Party shall have the right to terminate this Agreement by giving 60 (sixty) days written notice to the other Party to end on the final day of the Initial Term.

9.3 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:

a) the other Party commits a material breach of this Agreement which is irreparable or (if such breach is reparable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- **b)** the other Party repeatedly breaches any of the terms of this Agreement in such a manner as reasonably to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement;
- **c)** the other party becomes insolvent or unable to pay its debts.

9.4 The Company may immediately terminate this Agreement without notice if the Customer:

- **a)** submits information as part of this Agreement which is subsequently found to be untrue, misleading or incomplete in any material respect that is not capable of remedy;
- **b)** becomes insolvent, bankrupt or goes into administration or liquidation;
- **c)** ceases to carry on business as a going concern or ceases to be in a position to perform the Customer's obligations under this Agreement;
- **d)** is convicted of a criminal offence or commits any fraudulent and/or illegal act;
- **e)** there is a change of ownership or control of the Customer's business, or a change in the formation of its constitution;
- **f)** becomes deceased (if a sole trader);
- **g)** carries out any act which in the view of the Company has an adverse effect on the business conducted under this Agreement;
- **h)** has created a conflict of interest such as (but not limited to) duplicate data being provided to a third party in competition with the Company.

9.5 A termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of any Party nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

9.6 The Company may immediately terminate the Customer's use of its Service if the Customer's Direct Debit payments fail when they fall due and the Customer has not notified the Company of a reason for non-payment within 10 days of the Direct Debit mandate due date.

9.7 Upon termination for any reason:

- **a)** the Customer will immediately stop using the Service, and will remove all references to the terminated Service from the Customer's materials;
- **b)** all outstanding sums due to the Company must be paid;
- **c)** all literature and documentation in the Customer's possession must be returned to the Company;
- **d)** the Customer will cease to receive commissions and payments, other than those which were earned prior to the termination date. These will be paid as per the usual payment terms set out in this Agreement.

10. Limitation of liability

10.1 Nothing in this Agreement limits or excludes the Company's liability for any liability which cannot legally be limited, including liability for:

- **a)** death or personal injury caused by negligence; or
- **b)** fraud or fraudulent misrepresentation; or
- **c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- **d)** any other liability which cannot be legally limited or excluded.

10.2 Subject to clause 10.1:

- **a)** the Company's total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the costs actually paid by the Customer for the relevant Service during the preceding 12 month period; and
- **b)** this clause 10.2(b) specifies the types of losses that are excluded from the Company's liability:
  - **i)** loss of profits;
  - **ii)** loss of sales or business;

- **iii)** loss of agreements or contracts;
- **iv)** loss of anticipated savings;
- **v)** loss of use or corruption of software, data or information;
- **vi)** loss of or damage to goodwill; and
- **vii)** indirect or consequential loss.

10.3 Where the Services utilise and/or interact with Third Party Services, such Third Party Services will be provided subject to any Third Party Terms or other terms and conditions relating thereto. The Company expressly excludes:

- **a)** any warranty to the Customer that the Third Party Services supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in any of its marketing, sales or other associated documentations; and
- **b)** any and all liability in relation to the use of such Third Party Services.

10.4 Except as expressly provided in this Agreement and to the maximum extent permitted by applicable law, the Company makes no warranties of any kind, whether express or implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose or non-infringement with respect to the Service and/or related Documentation. The Company does not warrant that the Service will be error free or uninterrupted. The limited warranties provided in this Agreement are the sole and exclusive warranties provided to the Customer in connection with the provision of the Service.

10.5 This clause 10 shall survive termination of this Agreement.

11. Proprietary rights

11.1 Except as otherwise specifically agreed to in this Agreement, the Company and its licensors own all right, title and interest in and to the Service and Documentation (and any Intellectual Property Rights therein), and other Intellectual Property Rights belonging to the Company. Subject to the limited rights expressly granted hereunder, the Company reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No Intellectual Property Rights are granted to the Customer hereunder other than as expressly set forth herein.

11.2 The Company hereby grants the Customer a non-exclusive, non-transferable right and license to use the Service and Documentation, solely for the internal business purposes of the Customer and its Affiliates and the Customer’s Authorised Parties and solely during the Term, subject to this Agreement.

11.3 As between the Company and the Customer, the Customer shall own all right, title and interest in and to all Customer Data.

11.4 The Customer assigns to the Company, and the Company shall own any Customer Input, provided that the Company shall have no obligation to make any improvements based on such Customer Input. The Customer shall have no obligation to provide Customer Input.

11.5 Subject to Clause 11.4 above and with the exception of data created by the Customer or Authorised Parties and/or Affiliates in using the Service, the Company owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the “Aggregated Data”). Nothing herein shall be construed as prohibiting the Company from utilising the Aggregated Data for the purposes of operating the Company’s business, provided that the Company’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. In no event shall the Aggregated Data include any Personal Data.

12. Force Majeure

12.1 No Party shall be liable or deemed to be in breach of its obligations under this Agreement by reason of any delay in performing, or failure to perform, if the delay or failure was due to any cause beyond its reasonable control, including without limitation, act of God, explosion, flood, tempest, fire or accident; war or threat of war, national emergency, acts of terrorism, sabotage, insurrection or civil disturbance; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, regional or local authority; strikes, lock-out or other industrial actions or trade disputes (whether involving employees of the Parties or of a third party); unavailability or shortages of goods, materials, fuel, part-machinery, or transportation; power failure or breakdown in machinery; partial or full failure of Third Party Services; or default of third party suppliers or subcontractors (an “Event of Force Majeure”).

12.2 The Company and the Customer agree to give notice to each other upon becoming aware of an Event of Force Majeure. The notice shall contain details of the Event of Force Majeure circumstances. If an Event of Force Majeure continues for more than four weeks, the Party not in default may terminate this Agreement.

12.3 Neither Party will be liable to the other if this Agreement is terminated due to an Event of Force Majeure.

13. General

13.1 The Customer warrants and represents to the Company that it has full power and authority to enter into this Agreement and carry out the services detailed under this Agreement.

13.2 This Agreement is governed by the laws of England and Wales and any disputes arising shall be referred to the exclusive jurisdiction of the English Courts.

13.3 The Customer agrees that the Company may share information relating its use of the Company’s Service with its insurers, brokers and other parties with a direct interest in relation to the Service, the processing of any related insurance and the management of claims made to the extent that this is necessary in order to provide the Service and for the Company’s internal business purposes.

13.4 If either Party waives a breach or default of this Agreement by the other Party, this will not be deemed to be a waiver of any further breach of the same or other provisions. Likewise, if either Party delays or does not exercise any right, power or privilege that it has or may have under this Agreement, this will not be deemed to be a waiver of any breach or default.

13.5 If any court or administrative body of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Both Parties agree to attempt to substitute for any invalid or unenforceable provisions a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

13.6 Both Parties agree to follow all relevant legislation and regulations made by any governmental authority or equivalent body.

13.7 Both Parties agree that bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither Party will request, accept or offer or provide any payment or other advantage to/from any person which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either Party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither Party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

13.8 No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise in connection with this Agreement.

13.9 **Notices**

a) Any notice given to a Party under or in connection with these Terms shall be in writing and shall be:

i) delivered by hand or by pre-paid, first-class post or other next working day delivery in each case to that party’s address; or

ii) sent by email to that Party’s email address,

in each case as specified in clause 13.9 (b).

b) The addresses and email addresses for service of notices are:

i) in the case of the Company:

- Address: The Lettings Hub, 8 Axon Commerce Road, Lynch Wood, Peterborough, PE2 6LR
- Email address: helphub@lettingshub.co.uk; and

ii) in the case of the Customer:

- Address: As set out in the ‘Contact Address’ section of the Order Form; and
- Email address: As set out in ‘Decision Maker’ section of the Order Form.

c) Any notice shall be deemed to have been received:

i) if delivered by hand, at the time the notice is left at the proper address;

ii) if sent by pre-paid, first-class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or

iii) if sent by email, at the time of transmission, or, if this time falls outside business hours (meaning 9.00 a.m. to 5.30 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt), when business hours resume.

d) This clause 13.9 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.

13.10 If the Customer wishes to make a change to the Services:

a) it shall notify the Company and provide as much detail as the Company reasonably requires of the proposed changes (the "Proposed Changes");

b) the Company shall, as soon as reasonably practicable after receiving the information at clause 13.10(a), notify the Customer via email (the "Email Notification") informing the Customer if the Proposed Changes are accepted or not; and

c) if the Proposed Changes are accepted by the Company, the Parties agree that the variations to the Services as detailed in the Proposed Changes shall be incorporated into the Agreement and become effective on transmission of the Email Notification by the Company.

For the avoidance of doubt, acceptance of any Proposed Changes is at the complete discretion of the Company.

13.11 Subject to clause 4.4 and clause 13.10, no variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14. Traditional Referencing

The following terms will also apply for so long as the Customer uses the Company's Traditional Referencing service:

14.1 The Company will carry out referencing checks on the Customer's applicants to establish their suitability as a Tenant. The extent of the Company's checks will depend on the type of referencing report the Customer has selected for the applicant and may include the use of Open Banking data.

14.2 The Customer will ensure any conditions or terms applied in the referencing final report are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the Tenancy recommendation provided in the final report cannot be relied upon.

14.3 The Customer understands that the Company's referencing products on their own do not protect the Landlord for loss of rent or property damage in any event. If the Landlord wishes to protect their rental income or property, adequate insurance will be required.

14.4 The Customer will only use the financial data contained in the referencing final report and on the Company's Platform for the purposes of establishing the applicant's suitability and will not use the data for debt collection purposes.

14.5 Where the Customer's Tenant does not provide consent to use Open Banking, the Company will automatically upgrade or downgrade any Essential++ references according to the selection confirmed by the Customer in the Customer User Order Form.

14.6 The Customer will be charged as per the agreed price shown on the Order Form where the applicant has successfully submitted their application form on the Platform.

15. Company Referencing

The following terms will also apply for so long as the Customer uses the Company's Company Referencing service:

15.1 The Company will carry out referencing checks on the Customer's company applicants to establish their suitability as a Tenant. The extent of the Company's checks will depend on the type of referencing report the Customer has selected for the applicant.

15.2 The Customer will ensure any conditions or terms applied in the referencing final report are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the Tenancy recommendation provided in the final report cannot be relied upon.

15.3 The Customer understands that the Company's referencing products on their own do not protect the Landlord for loss of rent or property damage in any event. If the Landlord wishes to protect their rental income or property, adequate insurance will be required.

15.4 The Customer will only use the financial data contained in the referencing final report and on the Company's Platform for the purposes of establishing the applicant's suitability and will not use the data for any other purposes including debt collection.

16. Property Passport™

The following terms will also apply for so long as the Customer uses the Company's Property Passport™ service:

16.1 The Company will carry out referencing checks on the Customer's applicants to establish their suitability for a Tenancy. The extent of the Company's checks will depend on the type of Property Passport™ report the Customer has selected for the applicant.

16.2 The Customer can access details of applicant referees via the Company's online Platform, who can be contacted by the Customer in relation to the reference they have or will provide. As stated in clause 3.1 of this Agreement, The Customer is responsible for the Customer's compliance with data legislation and confidentiality rules, and so the Customer should seek explicit consent from the referee should it wish to discuss the Customer's products and services with them.

16.3 The Company will notify the Customer if a Tenant or Landlord expresses an interest in purchasing an insurance policy where the Customer has not signed up to the Company's relevant Service.

16.4 The Customer will ensure any terms or conditions specified within the Property Passport™ are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the information provided in the Property Passport™ cannot be relied upon.

16.5 The Customer understands that the Company's referencing and Property Passport™ products on their own do not protect the Landlord against any breach of the Tenancy. If the Customer or the Landlord wish to protect the Tenancy, adequate insurance protection will be required.

16.6 The Customer confirms that it will adhere to the requirements set out in the Tenant Fees Act 2019, which will prohibit the Tenant being required to pay for a credit or referencing checks as a condition of granting a Tenancy. If the Company is made aware of a likely breach of the Tenant Fees Act, the Company will instruct the Tenant to seek appropriate advice, for example from Citizens Advice.

16.7 Where the Customer has invited an applicant to complete a certified Property Passport™, the Customer will be charged at the point that the applicant submits the application form to the Company.

16.8 Where an applicant has invited the Customer to certify a Property Passport™, the Customer will be charged at the point it has agreed to pay.

16.9 If the Customer requests payment from the Landlord to certify a Property Passport™, the Customer can choose how much the Company charges the Landlord. The Company will forward to the Customer one month in arrears the difference between the amount paid by the Landlord and the cost of the Property Passport™, less a £3.00 handling charge per transaction. If the charge to the Landlord is less than the cost of the Property Passport™ to the Customer, the Customer must pay the difference.

16.10 Tenants or Landlords introduced by the Customer to the Company for a Property Passport™ can be contacted by the Company in relation to any Service provided by the Company, subject to clauses 16.11 and 16.12.

16.11 Where the Customer, or the Landlord the Customer invited to make payment, have certified a Property Passport™, the Customer will have sole access to this Property Passport™ for a period of 7 calendar days, and the Tenant will not be able to share this with any third party during this time. Once 7 calendar days have passed, the Tenant can share this Property Passport™ as well as grant or withdraw access.

16.12 If a Property Passport™ remains uncertified for a period of 14 calendar days, the Company may contact the applicant in relation to certifying the Property Passport™ and any of the Services provided by the Company.

16.13 The Company continually monitors usage of Property Passport™ products and in the event that the volume of uncertified Property Passports™ is not in line with the Company's benchmark (at least 1 in 4 Property Passports™ being uncertified+, uncertified++ or certified) the Company reserves the right to review pricing available to the Customer, which may include a charge of £2.50 for each uncertified Property Passport™ or withdraw the Customer's access to the Service.

16.14 The Customer agrees that the Company may use the Customer's company name, trading name and any associated company names, and logos, in its marketing and advertising of Property Passport™. The Customer agrees to provide the Company with updated company information and logos should these change.

16.15 The Company will automatically add the Customer's company name, logo and contact details to the list of agents that will accept a Property Passport™ featured on the Company's website unless the Customer requests to opt out.

16.16 The Customer will be charged as per the agreed price shown on the Order Form where the applicant has successfully created their Property Passport™.

17. Buzz Referencing

The following terms will also apply for so long as the Customer uses the Company's Buzz Referencing service:

17.1 The Customer will use the Company's Platform to manage referencing checks to establish the suitability of potential Tenants. This may include the use of Open Banking data.

17.2 The Customer shall be solely responsible for ensuring Tenants and guarantors are suitable the Tenancy they have applied for.

17.3 The Customer will only use financial data obtained using Open Banking on the Company's Platform for the purposes of establishing the applicant's suitability and will not use the data for any other purposes, including debt collection.

17.4 The Customer may use the Company's online validation service to assist with verification of references and documents, however the Customer remains solely responsible for the verification and acceptance of such references and documents, evidence of which will be required on notification of an insurance claim or in demonstrating competence to a landlord.

17.5 To qualify for cover under the Company's Rent & Legal Protection, Deposit Replacement Insurance or Property Damage Protection policies, the Customer must carry out a DIY-Elite or DIY-Essential++ reference for any Tenant(s) or suitable guarantors named in the Tenancy Agreement in accordance with the criteria for an Elite or Essential++ reference as set out in the Company's Referencing Handbook.

17.6 The Customer will be charged as per the agreed price shown on the Order Form where the applicant has successfully submitted their application form on the Platform.

18. Know Your Customer

The following terms will also apply for so long as the Customer purchases the Company's Know Your Customer services (Enhanced Identity Check, Right To Rent Check, Anti-Money Laundering Check and/or PEPs & Sanctions Check):

18.1 The Company's Know Your Customer services are provided to the Customer by the Company in partnership with HooYu Ltd, a Mitek company, registered at 180 Borough High Street, London, England, SE1 1LB ("HooYu").

18.2 When requesting a standalone Know Your Customer check (not via the Company's referencing service) The Customer understands they will only be charged for the Service when the Tenant starts the HooYu online validation process and that this charge will still apply if the Tenant does not complete the validation process.

18.3 The Customer understands that if the Service does not provide a positive validation of a scanned document that document will automatically be passed to HooYu's expert team for review. Their team will aim to respond promptly and in any event within 2 hours of receiving the referred document between the hours of 9am and 5pm on Business Days only.

18.4 Details of how data will be processed by HooYu are contained in their Privacy Notice at www.hooyu.com/legal/privacy-policy.

18.5 The Customer will grant HooYu and the Company the right to retain and share with third parties, including the Metropolitan Police (or other UK police authority) and regulatory bodies, any data in relation to fraudulent documents and metadata, even after termination of this Agreement.

18.6 The Customer understands that use for the purpose of authenticating original identity documents, including but not limited to ICAO 9303 identity documents and UK Driving Licences, shall be within the Customer's normal business purposes (which shall not include allowing the use of the Service by, or for the benefit of, any person other than the Customer).

18.7 The Customer understands that the documents uploaded will be stored on the Platform for a maximum of 6 years. If document storage is required for more than 6 years, the Customer will make its own arrangements for data storage.

18.8 The Customer understands that the Company's Right To Rent Check can be used to verify the right to rent of any Tenants who hold a British or Irish passport. Data for all other applicants will be collated via the Company's Right To Rent Check, however the responsibility for verifying the Tenant has the right to rent remains with the Customer, as the letting agent, as well as with the Landlord.

18.9 The Customer understands it is the Customer's responsibility to ensure Anti-Money Laundering checks are completed on all relevant parties in accordance with Money Laundering and Terrorist Financing (Amendment) Regulations 2022 and any similar money laundering legislation.

19. Rent & Legal Protection

The following terms will also apply for so long as the Customer uses The Company's Rent & Legal Protection or Legal Expenses Protection products:

19.1 The Customer understands that full details of the cover provided in connection with the Service can be found in the Policy Booklet for the Customer's selected Service.

19.2 The Company will confirm to the Customer, once all necessary checks and training have been completed, when the Customer can begin purchasing the Customer's chosen Service for the Customer's Landlords' Properties. The Service will then continue to be provided for the period the Customer has selected, unless terminated earlier in accordance with this Agreement.

19.3 The Customer will obtain a comprehensive reference, as defined in the Policy Booklet, for any Tenant(s) or suitable guarantors named in the Tenancy Agreement.

19.4 The Customer will ensure any conditions or terms applied in the referencing final report are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the Tenancy recommendation provided in the final report cannot be relied upon and the Property will not be covered by the Customer's chosen Service.

19.5 The Customer understands that the details of any Property the Customer wishes to cover using the Customer's chosen Service must be registered on The Company's Platform.

19.6 The Customer agrees to provide The Company with legal, honest, accurate and genuine details regarding the Tenant and the Property. This may include, as a minimum, details regarding the Property's location, rent, the Tenant's identity. If the Company determines, in its sole discretion, that the information provided by the Customer is false, misleading or illegal, The Company may terminate the Customer's right to use the Customer's chosen Service with immediate effect.

19.7 The Company reserves the right to periodically review the Customer's use of the Customer's chosen Service and adjust the Customer's premiums accordingly.

19.8 Payment of premiums, whether in full or on a deferred monthly basis, must be made monthly by Direct Debit. Payment for cover purchased monthly will be due for the whole calendar month regardless of the date the protection commenced.

20. Property Damage Protection

The following terms will also apply for so long as the Customer uses The Company's Property Damage Protection:

20.1 The Company will, within its Property Damage Protection (policy limits apply), facilitate or provide compensation for repair or replacement of the Landlord's buildings or contents which have been stolen or damaged by the Tenant, whether accidentally or maliciously, and where the compensation cannot be recovered from the Tenant.

20.2 The Company will confirm to the Customer, once all necessary checks and training have been completed, when the Customer can begin purchasing the Property Damage Protection for the Customer's Landlords' Properties. The Service will then continue to be provided for 12 months, unless terminated earlier in accordance with this Agreement.

20.3 The Customer will obtain an 'Elite' or 'Essential++' reference, or a certified or uncertified++ Property Passport™ from The Company for any Tenant(s) or suitable guarantors named in the Tenancy Agreement.

20.4 The Customer will ensure any conditions or terms applied in the referencing final report are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the Tenancy recommendation provided in the final report cannot be relied upon and the Property will not be covered by the Property Damage Protection.

20.5 The Customer understands that the details of any Property the Customer wishes to cover using the Property Damage Protection must be registered on the Platform. If the Customer protects a Property after the Tenancy Agreement has begun, the Customer will not be covered for any claim that may arise within the first 30 days of the protection.

20.6 The Customer agrees to provide The Company with legal, honest, accurate and genuine details regarding the Tenant and the Property. This may include, as a minimum, details regarding the Property's location, rent, the Tenant's identity. If the Company determines, in its sole discretion, that the information provided by the Customer is false, misleading or illegal, The Company may terminate the Customer's right to use its Property Damage Protection with immediate effect.

20.7 Landlords must sign the Customer's terms of business agreement which must include the Property Damage Protection Landlords Terms & Conditions which are provided to the Customer by The Company in the Property Damage Protection Handbook. The Property Damage Protection Landlords Terms & Conditions confirm that the Customer will be responsible for management of the collection of sums due from the Tenant to the Landlord as compensation for any breach of obligation within the Tenancy Agreement on the Landlord's behalf.

20.8 For The Company's records, the Customer must also supply a copy of the Customer's Landlords terms of business agreement featuring these clauses.

20.9 Should the Customer wish to make a Claim, The Company agrees to provide the Customer with the Property Damage Protection claim form upon the Customer's request.

20.10 Should the Customer submit a Claim, the Company will assess that Claim to ensure there are no obvious signs of fraud or other criminal behaviour. Should the Customer's Claim or part thereof, be approved, settlement of the Claim shall be arranged directly with the Customer. Any cash settlement shall be paid into the Customer's designated bank account in accordance with the terms and conditions set out in the Property Damage Protection Policy Booklet.

20.11 The terms and conditions of this Agreement may change at any time, and The Company cannot guarantee such a change will not affect any Property already covered by the Property Damage Protection for the current insurance period.

20.12 The Company reserves the right to periodically review the Customer's use of the Property Damage Protection and adjust the Customer's premiums accordingly.

20.13 Payment of premiums, whether in full or on a deferred monthly basis, must be made monthly by Direct Debit. Payment for cover purchased monthly will be due for the whole calendar month regardless of the date the protection commenced.

20.14 The Property Damage Protection can only be applied to Properties where the Customer is responsible for collection of any sums due from the Tenant to the Landlord as compensation for any breach of obligation within the Tenancy Agreement and the Landlord's interest has been noted on the Platform.

21. Deposit Replacement Insurance

The following terms will also apply for so long as the Customer uses The Company's Deposit Replacement Insurance:

21.1 The Company will arrange Deposit Replacement Insurance which, subject to insurer's policy limits and other terms and conditions, provides at the end of the Rental Period, payment of monies owed by the Tenant to the Landlord as compensation for any breach of obligation within the Tenancy Agreement, where the compensation cannot be recovered from the Tenant, up to the Customer's selected sum insured, as either agreed as payable by the Tenant or determined by an independent adjudicator nominated by The Company.

21.2 The Company will confirm to the Customer, once all necessary checks and training have been completed, when it can begin purchasing the Deposit Replacement Insurance for the Customer's Tenancies. The Service will then continue to be provided until the end of the Rental Period, subject to receipt of the premium in full, unless terminated earlier in accordance with this Agreement. After 12 months, the Service will automatically be extended for a further 12 months unless The Customer notifies the Company that the Tenancy has ended.

21.3 The Customer will obtain an 'Elite' reference from the Company showing an 'Accept' recommendation on the Tenant(s) named in the Tenancy Agreement, or have a Property Passport™ indicating the tenant is suitable for the tenancy. Where it is indicated the Tenant(s) will require a guarantor, a suitable guarantor has received an 'Accept' recommendation or has a Property Passport™ indicating they are suitable for the Tenancy. All conditions noted in the reference have been met for both tenants and guarantors.

21.4 The Customer will ensure any conditions or terms applied in the referencing final report are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the Tenancy recommendation provided in the final report cannot be relied upon and the Tenancy will not be covered by the Deposit Replacement Insurance.

21.5 The Customer understands that the details of any Tenancy it wishes to cover using the Deposit Replacement Insurance must be registered on the Platform before the Tenancy start date. The Customer will still be able to register a Tenancy up to seven days after the Tenancy start date however the Tenancy will not be covered for any claim that occurs within 30 days of the protection commencing.

21.6 The Customer agrees to:

a) provide The Company with legal, honest, accurate and genuine details regarding the Tenant and the Property. This may include, as a minimum, details regarding the Property's location, rent, the Tenant's identity. Providing the Company and/or the insurers for the policy determine, that the information provided by the Customer is false, misleading or illegal, The Company may terminate the Customer's right to use its Deposit Replacement Insurance with immediate effect;

b) notify The Company when a Tenancy is due to end prior to the date the tenants move out;

c) notify The Company when a Tenancy is due to commence.

21.7 The Customer will ensure the Tenant signs the Customer's Deposit Replacement Scheme Counter Indemnity Agreement, and Tenancy Agreement which must contain the Deposit Replacement Tenancy Terms provided to the Customer by the Company in the Deposit Replacement Insurance Handbook.

21.8 The Customer will ensure the Tenant provides it with proof of valid tenants liability insurance prior to the Tenancy commencing.

21.9 Landlords who agree to the Customer's Deposit Replacement Insurance must sign the Customer's terms of business agreement which must include the Deposit Replacement Landlords Terms & Conditions, and Tenancy Agreement which must contain the Deposit Replacement Tenancy Terms which are both provided to the Customer by The Company in the Deposit Replacement Insurance Handbook. The Deposit Replacement Landlords Terms & Conditions confirm that the Customer will be responsible for the following on Landlord's behalf:

a) collection of the rent; and

b) management of the Tenancy deposit (if taken); and

c) management of the collection of reasonable recoverable costs due from the Tenant to the Landlord as compensation for any breach of obligation within the Tenancy Agreement.

For the Company's records, the Customer must also supply the Company with a copy of its Landlord terms of business agreement featuring these clauses.

21.10 Should the Customer wish to make a Claim, The Company agrees to provide the Customer with the Deposit Replacement Insurance claim form upon request.

21.11 Should the Customer submit a Claim, the Company will assess that Claim to ensure, there are no obvious signs of fraud or other criminal behaviour. Should the Customer's Claim or part thereof, be approved, settlement of the Claim shall be paid into the Customer's designated bank account in accordance with the terms and conditions set out in the Deposit Replacement Insurance Policy Booklet.

21.12 In the event the independent adjudicator upholds a claim wholly in favour of the Landlord, the Customer must pay the relevant insurer within five Business Days of receipt any adjudicator's fee paid to the Customer by the Tenant. The Company will confirm to the Customer the insurer that this fee must be paid to.

21.13 The terms and conditions of this Agreement may change at any time, and The Company cannot guarantee such a change will not affect any Tenancy already covered by the Deposit Replacement Insurance for the current Rental Period.

21.14 The Company reserves the right to periodically review the Customer's use of the Deposit Replacement Insurance and adjust the Customer's premiums accordingly.

21.15 Payment of premiums, whether in full or on a deferred monthly basis, must be made monthly by Direct Debit. Payment for cover purchased monthly will be due for the whole calendar month regardless of the date the protection commenced.

21.16 The Deposit Replacement Insurance can only be applied to Tenancies where:

a) the Customer is responsible for the management of the Tenancy deposit (if taken); and

b) the Customer is responsible for the check out process at the end of the Tenancy; and

c) the Customer is responsible for collection of any reasonable recoverable costs due from the Tenant to the Landlord as compensation for any breach of obligation within the Tenancy Agreement; and

d) the Landlord's interest has been noted on The Platform.

22. Tenants & Landlords Insurance

The following terms will also apply for so long as the Customer promotes The Company's Tenants Home Insurance, Landlords Buildings & Contents Insurance, Landlords Rent & Legal Protection or Landlords Legal Protection products:

22.1 The Company can offer specialist insurance policies to protect the property of Tenants and Landlords that the Customer refers to The Company. The Company will pay the Customer commission on all policies purchased or renewed by clients the Customer has referred.

22.2 Customers with the Introducer Only FCA status have the following permissions;

a) Display leaflets about The Company's products.

b) Display information on the Customer's website, including a link to The Company's website.

22.3 Customers with the Introducer Only FCA status cannot:

a) Complete an application form for insurance cover on behalf of a Tenant or Landlord.

b) Provide a Tenant or Landlord with details about the cover (Customers can sign post them via the leaflet and website details).

c) Advise a Tenant or Landlord to take out a particular policy.

d) Conclude the contract of insurance on behalf of the policyholder.

e) Make any mid-term adjustments on behalf of the policyholder.

f) Notify of a claim on behalf of the policyholder.

22.4 The Customer may not assign, sub-contract or transfer its rights and obligations under this Agreement.

22.5 This Agreement, when accepted by The Company, contain the whole agreement between the Customer and The Company relating to the use of The Company's Tenants and Landlords insurance products.

22.6 The Customer understands that it is not able to sell The Company's Tenant or Landlord insurance products but can introduce them to The Company and the Customer's clients can purchase the insurance products directly from The Company. The Customer understands that its clients can purchase the insurance products via credit/debit card over the telephone. Tenants Home Insurance and Landlords Buildings & Contents Insurance can also be paid for monthly via The Company's Direct Debit facility.

22.7 By displaying any promotional material the Customer must in no way offer any advice or recommendation in respect of policy coverage, terms and conditions. Any such requests for advice or recommendation in respect of policy coverage, terms and conditions must be refused.

22.8 The Customer understands that its applicants/Tenants/Landlords will be contacted by The Company, if they have consented, to arrange these policies. If at any time the Customer does not want its applicants to be contacted it will notify the Company.

22.9 Where the Customer Order Form confirms commission payments are due, commission payments shall only be payable if the Customer has purchased a Service (including, but not limited to, Tenant Referencing) within the 60 calendar days immediately preceding the date on which the commission payment becomes due. If no such qualifying purchase has been made within this timeframe, no commission payment shall be owed or payable.

22.10 The Customer will provide its Employees with training compliant with the FCA's regulations regarding general insurance activities and ensure that they are capable of complying with the FCA's regulations before discussing The Company's insurance products with the Customer's clients. This training can be provided free of charge by The Company.

22.11 The Company will notify the Customer of changes in the law and regulations which impact on it introducing Tenants and Landlords to The Company.

22.12 The Company may immediately terminate the Customer's use of its Tenants and Landlords insurance products if:

a) The Customer is notified of non-compliance with the FCA's regulations by The Company or Let Insurance Services Limited.

b) The Customer is the cause of a complaint being referred to the Financial Ombudsman Service (FOS) and have not paid the fee levied by FOS within 14 days of being notified of the fee.

c) The Customer fails to comply with its obligations under this Agreement.

23. Utility Management

The following terms will also apply for so long as the Customer uses The Company's Utility Management Service:

23.1 The Company will provide the following within its Service for any Properties that The Customer manages:

a) For Tenant Energy Switch:

i) Where the Occupier has consented, provide impartial guidance to the Occupier on the energy products available to The Company, and assistance in setting up those services as required.

ii) Where the Occupier has consented, provide impartial review of the energy products available to The Company shortly before the Occupier's current energy contract is due to end, and assist in setting up those services as required.

iii) Provide ongoing support to The Customer and the Occupier in respect of energy services.

b) For Media:

i) Where the Occupier has consented, provide impartial guidance to the Occupier on the media products available to The Company, and assistance in setting up those services as required.

ii) Provide ongoing support to The Customer and the Occupier in respect of media services.

iii) Where the Occupier has consented, provide impartial review of the media products available to the Occupier for new services or shortly before the Occupier's current media contract is due to end, and assist in setting up those services as required.

c) For Void:

i) Switch the Property to the Company's preferred energy provider in order for the Landlord to benefit from discounted energy bills.

d) For Notifications:

i) Notify the relevant authorities (water company, local council and current energy suppliers) of changes of Occupier at move in and move out.

23.2 The following terms will also apply if the Customer uses The Company's Notifications service:

a) The Customer agrees to inform The Company if, for any reason, a change in Occupier is cancelled, amended or does not complete on the date The Customer previously confirmed to The Company.

b) The Customer will ensure that the data it provides to The Company is submitted securely, is accurate to the best of its knowledge and in accordance with the deadlines specified by The Company. Failure to do so may result in the immediate termination of this Agreement at The Company's discretion.

c) The Customer acknowledges that The Company can only act on information supplied to them and that all data submitted will be processed as per the Customer's instructions.

d) The Customer must advise The Company of any local landlord or planning restrictions that may impact any service that might be supplied to the Occupier.

e) The Customer accepts that where a utility notification is submitted by The Company and is not acknowledged by the service provider within 28 Business Days, it is the responsibility of either the Customer, the Occupier or the Landlord to notify The Company. Once notified, The Company will issue a further utility notification to the relevant service provider(s).

f) The Customer will submit notification of changes of Occupier to The Company using the forms provided by The Company at the earliest opportunity but no later than 3pm 7 days before the Occupier is due to take possession of the Property.

- **g)** The Customer will submit meter readings to The Company using the Company's Platform provided by The Company at the earliest opportunity but no later than 3pm 5 days after the Occupier has taken possession of the Property.
- **h)** Where meter readings are not supplied to The Company by the above deadline an incomplete notification will be submitted to each relevant utility supplier. The supplier will estimate the meter reading which may be higher than the actual reading.

23.3 The following terms will also apply if the Customer uses The Company's Tenant Energy Switch service:

- **a)** The Customer will advise the Occupier that they will be contacted by The Company to explain their obligations in respect of Council Tax, water and energy services within their home, and to advise them – without obligation – of the various energy options available to The Company.
- **b)** The Company makes no warranty that the supply of energy services to the Property(s) will continue uninterrupted or free from error.

23.4 The following terms will also apply if the Customer uses The Company's Media service:

- **a)** The Customer will advise the Occupier that they will be contacted by The Company to advise them – without obligation – of the various media options (including TV, broadband and telephone services) available to The Company.
- **b)** The Company makes no warranty that the supply of media services to the Property(s) will continue uninterrupted or free from error.

23.5 The following terms will also apply if the Customer uses The Company's Void service:

- **a)** The Customer will submit details of a Property at the earliest opportunity and only where:
  - **i)** the property is due to be vacant for at least 6 days; and
  - **ii)** the Company's Void service has not been applied to the Property in the last 12 months; and The Customer will submit move out meter readings to The Company using the Platform at the earliest opportunity.
- **b)** The Customer will insert the Void service terms provided by The Company into its Tenancy Agreements and Landlord terms of business and provide a copy to The Company prior to using its Utility Management Service.
- **c)** When subscribing to the Company's Void Service and by accepting the terms of this Agreement, the Customer consents to allowing The Company to act on the Customer's behalf in handling billing, the transfer of services within void periods and account issues in relation to council, water and energy suppliers within the properties the Customer currently manage. The Customer confirms that it is legally responsible for the management of all utility services within the Customer's portfolio, and as such all properties submitted which bear its name fall within the jurisdiction of this document. It also enables The Company to terminate supply contracts on the Customer's behalf.

23.6 In order to manage this undertaking the Customer authorises The Company to obtain associated account information directly from the relevant council and/or water authority, electricity and gas market participants, including (but not limited to) council & water authorities billing depts, energy suppliers, telecom suppliers, meter operators (including data aggregators, data collectors, etc.), system managers, including Meter Point Administration Service (and the ECOES data portal) and XOSERVE/NEXUS (and the supply point administration system, UK-Link).

23.7 Such data shall include (but not be limited to) both current and retrospective copy invoices, half hourly data, contract terms, supply point information, etc.

23.8 The Customer further authorises representatives of The Company to discuss, send and receive information relating to the council water gas and/or electricity and or telecommunication supplies for properties within the Customer's managed portfolio, with respect to property owner details, correspondence address details, responsible party information, requests for contract end dates, termination requests, consumption and metering details and all matters relating to objections and/or rejections that may arise.

23.9 Introducer fees may be paid to the Customer in respect of all services that The Customer's Occupiers utilise via The Company in accordance with the Order Form. The Customer may receive commission for residential energy and media services taken up by the Customer or The Customer's Occupiers.

23.10 Any commission due will be payable monthly in arrears and from the date that they are awarded. Introducer fees will be awarded approx. 4-12 weeks after an energy or media service goes 'live'. Commission will not be paid if the service is cancelled within this period.

23.11 The Company reserves the right to withhold or amend payment terms due to changes in supplier terms or delays, and will endeavour to advise the Customer if this happens.

23.12 Where the Customer Order Form confirms commission payments are due, commission payments shall only be payable when The Company receives payment from its suppliers.

23.13 Where the Customer Order Form confirms commission payments are due, commission payments shall only be payable if the Customer has purchased a Service (including, but not limited to, Tenant Referencing) within the 60 calendar days immediately preceding the date on which the commission payment becomes due. If no such qualifying purchase has been made within this timeframe, no commission payment shall be owed or payable.

23.14 The Company reserves the right, at their discretion, to clawback introducer fees paid to the Customer where services the Occupier has utilised via The Company are cancelled within two months of the date the service went 'live'.

24. Tenancy Agreement Signing

The following terms will also apply for so long as the Customer uses The Company's Tenancy Agreement Signing Service:

24.1 The Customer shall be solely responsible for ensuring Tenancy Agreements comply with all current legislation unless using The Company's Tenancy Compliance Service.

24.2 The Customer shall be solely responsible for ensuring pre-tenancy statutory notices are correctly issued to all relevant parties.

24.3 Where the Customer will be signing the tenancy agreement on behalf of the landlord, the Customer agrees they have signed terms and conditions in place confirming they are able to sign as the authorised signatory on behalf of the landlord.

24.4 The Customer will ensure that only its authorised employees will sign tenancy agreements.

24.5 It is the Customer's responsibility to ensure email addresses for all parties to the tenancy agreement are correct. The Company accept no liability for tenancy agreements signed by individuals not party to the agreement.

25. Tenancy Compliance

The following terms will also apply for so long as the Customer uses The Company's Tenancy Compliance Service:

25.1 The Customer will subscribe to The Company's Tenancy Compliance Service for an initial period of 12 months (the "Tenancy Compliance Initial Term") from the Commencement Date shown in your Order Form when subscribing to this service.

25.2 After the Tenancy Compliance Initial Term has expired The Company shall continue to provide the service on a rolling monthly basis until either Party terminates the service by giving 30 days written notice to the other Party, specifying the effective date of termination.

25.3 The Company shall be responsible for ensuring the following Tenancy Agreements and documents are updated to comply with all current legislation:

- Terms of Business - Sales
- Terms of Business - Lettings
- Holding Deposit Agreement
- AST – DPS Custodial
- AST – DPS Insured
- AST – MyDeposits Custodial
- AST – MyDeposits Insured
- AST – No Deposit – Guarantee Scheme
- AST – No Deposit or Deposit Replacement Service
- AST – TDS Custodial
- AST – TDS Insured
- Company Let Tenancy
- Common Law Tenancy

- Deed of Guarantee & Indemnity
- How To Rent Guide

This list is subject to change at any time in accordance with legal requirements.

25.4 Where changes to the documents set out in 25.3 are announced by the UK Government more than seven calendar days before the change becomes applicable, The Company will ensure updated copies of the relevant document(s) are available within the Platform on the day the change becomes applicable.

25.5 Where changes to the documents set out in 25.3 announced by the UK Government are to be retrospectively applied or are announced with less than seven calendar days notice before the change becomes applicable, The Company will ensure updated copies of the relevant document(s) are available within the Platform within three Business Days or on the day the change becomes applicable, whichever is later.

25.6 The Company will provide regular updates to confirm any changes in statutory documents or upcoming legislation.

26. Reposit

The following terms will also apply for so long as the Customer uses Reposit via The Company's Platform:

26.1 The Customer and Customer Tenants will be bound by Reposit Terms & Conditions.

26.2 Data passed to Reposit will be handled in accordance with the Reposit Privacy Policy which can be found at www.reposit.co.uk/privacy-policy.

27. Professional Guarantor

The following terms will also apply for so long as the Customer uses The Company's Professional Guarantor Service:

27.1 The Customer understands that full details of the Service can be found in the Professional Guarantor Agreement and agrees to be bound by these terms upon signing of the agreement for each tenancy.

27.2 The Customer will obtain a comprehensive reference, as defined in the Professional Guarantor Agreement for any Tenant(s) named in the Tenancy agreement.

27.3 The Customer will ensure any conditions or terms applied in the referencing final report are acted upon before allowing a Tenant to move into a Property, otherwise the Customer accepts that the Tenancy recommendation provided in the final report cannot be relied upon and the Property will not be eligible for the Professional Guarantor Service.

27.4 The Customer agrees to provide The Company with legal, honest, accurate and genuine details regarding the Tenant and the Property. This may include, as a minimum, details regarding the Property's location, rent, the Tenant's identity. If the Company determines, in its sole discretion, that the information provided by the Customer is false, misleading or illegal, The Company may terminate the Customer's right to use the Customer's chosen Service with immediate effect.

28. Payments

These terms will apply for so long as the Customer uses any of the following Payment Collection and Management Services:

28.1 The Company will provide Customers with access to a payment collection and management module through its Platform (the "Payment Collection and Management Service") intended to facilitate the processing of various Tenancy related payments. The scope of the Payment Collection and Management Service will be set out in the applicable Order Form and may include some or all of the following Services:

a) Holding Deposit Management
Enables Customers to:

i) request and collect holding deposits from prospective Tenants, including in one or more instalments;

ii) send payment prompts to prospective Tenants;

iii) record refunds or retain holding deposits where permitted by law;

iv) access a dedicated payment portal for Tenants; and

v) generate reports and summaries of all payment transactions made or requested.

b) **Move-in Funds Collection**
Enables Customers to:

i) instruct Tenants to pay move-in funds, including the Tenancy deposit and initial rent;

ii) calculate the total amount payable, including deductions or adjustments for any previously paid holding deposit;

iii) adjust payment amounts manually as necessary;

iv) accept funds in a single or multiple transactions;

v) track amounts received and any outstanding balances;

vi) initiate refunds;

vii) provide Customer Tenants with a secure portal to make payments and view their transaction history; and

viii) generate reports of all transaction made or requested.

c) **Ongoing Rent Collection**
Enables Customers to:

i) set and manage rent schedules for active Tenancies;

ii) automate the collection and tracking of rental payments;

iii) provide Customer Tenants with access to a secure portal for rent payments;

iv) administer records of rent received, missed payments, and arrears;

v) automate reminders for payment and rent arrears (which the Customer may disable); and

vi) generate reports detailing payment requests and completed transactions.

28.2 The Payment Collection and Management Service shall continue on a rolling monthly basis until either Party terminates the aforementioned Service by giving 30 days written notice to the other Party, specifying the effective date of termination.

28.3 The Payment Collection and Management Service is facilitated by a Third Party Service provided via an independent third party supplier, Hanley Payments Ltd (company number 11575233) trading as Lettspay (“Lettspay”). All payments are collected, processed and managed via such Third Party Service; the Company does not at any time process, receive, or hold funds on behalf of the Customer or any third party.

28.4 To access the Payment Collection and Management Service, the Customer must accept and comply with the Third Party Terms of Lettspay as updated from time to time.

28.5 Notwithstanding clause 28.2, the Payment Collection and Management Service shall terminate immediately in the event that any agreement between the Company and Lettspay or other relevant Third Party Service Provider is terminated.

28.6 The Customer shall remain solely responsible for:

a) registering Tenancy deposits with an authorised Tenancy deposit protection scheme in accordance with statutory deadlines;

b) refunding monies to Tenants;

c) transferring rent received to Landlords and issuing any associated documentation or statements;

d) ensuring that all payment instructions, bank details, and payment references are correct. The Company shall not be liable for any loss or damage arising from the use of incorrect or incomplete payment information provided by the Customer or a Tenant; and

e) ensuring payment of any third-party suppliers, contractors, or service providers engaged by the Customer, including but not limited to repair or maintenance services. Such payments remain the sole responsibility of the Customer, regardless of whether the monies used to make such payments have been collected via the BOX platform (e.g. from rental income).

28.7 The Payment Collection and Management Service is a Platform tool to assist the Customer with regulatory compliance but does not absolve the Customer of their legal obligations. The Company makes no representation or warranty that use of the Payment Collection and Management Service will result in or ensure compliance with applicable legislation, including but not limited to the Tenant Fees Act 2019.

28.8 The Customer shall indemnify the Company against all costs, expenses, liabilities, losses, damages and judgments that the Company may incur or be subject to as a result of:

- **a)** its use of the Payment Collection and Management Service;
- **b)** any act or omission of the Customer which causes damage to the goodwill or reputation of the Company;
- **c)** the Customer's breach of this Agreement or Third Party Terms; or
- **d)** the Customer's negligence or other act of default.

28.9 The Company reserves the right to update the Payment Collection and Management Service to reflect any changes in applicable law, including but not limited to legislative changes affecting the structure of move-in payments and/or changes made by the Third Party Service provider.

28.10 The Customer shall remain liable for any and all payments owed to the Company throughout this Agreement and until the end of the respective term for any applicable Third Party Services notwithstanding termination of this Agreement.

28.11 The Company may increase the fees related to the Payment Collection and Management Service with immediate effect in line with any increases imposed upon the Company by the Third Party Service provider.