

*The following details the Terms & Conditions of our Professional Guarantor Service Agreement.*

*Updated 16 June 2026*

## 1. Introduction

This agreement ("Agreement") defines the relationship between The Lettings Hub Limited of 8 Axon Commerce Road, Lynch Wood, Peterborough, PE2 6LR [CRN: 08403543] ("we," "our," or "us"), the Tenant ("you," "your," "the Tenant"), and the Landlord ("the Landlord") under Professional Guarantor ("Our Service"). By entering this Agreement, the parties accept their respective rights and obligations as outlined below.

This Agreement becomes binding only once it has been signed by the parties; any fees due to be paid have been paid (see Fees and Charges), the Tenancy Agreement has been signed and executed by the Landlord and Tenant and The Lettings Hub as Professional Guarantor; and the Tenant has occupied the property.

Our Service provides financial guarantees for rent payments, legal costs, and property damage under specified terms. Our Service comes into force from the contract start date until the contract end date stated below. If the Tenancy Agreement has not yet started at the time of purchasing Our Service, the contract start date shall be the Tenancy Agreement start date and the contract end date shall be exactly 12 months after the start of the Tenancy Agreement. If the Tenancy Agreement has started then the contract start date will be the date of this Agreement and the contract end date shall be exactly 12 months after the start of this Agreement.

This Agreement supersedes any and all marketing materials, descriptions or conversations about our Service. If any clause in this Agreement conflicts with a clause in the Tenancy Agreement then the clause in this Agreement will take effect. For the avoidance of doubt, any provisions contained within the associated Tenancy Agreement which impose obligations, responsibilities or liabilities on The Lettings Hub in the capacity of a Guarantor shall be limited by the terms of this Agreement. This Agreement shall take precedence over any such conflicting or inconsistent provisions in the Tenancy Agreement..

## 2. Definitions

The following definitions apply:

|                          |                                                                                                                                                                                                                                                                                                                                |
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| <b>Tenant</b>            | The individual(s) renting the property for whom we act as guarantor, as defined in the Schedule;                                                                                                                                                                                                                               |
| <b>Landlord</b>          | The owner of the property, or their agent, as defined in the Schedule. Where an agent is acting for a Landlord, there must be an appropriately drafted management agreement in place;                                                                                                                                          |
| <b>The Parties</b>       | The Lettings Hub, the Landlord, and the Tenant, jointly;                                                                                                                                                                                                                                                                       |
| <b>Tenancy Agreement</b> | The agreement between the Landlord and you for the property for which we act as guarantor, including any fixed term, renewal, or periodic term until the agreement is terminated or surrendered. In England the Tenancy Agreement must be an Assured agreement. In Wales the Tenancy Agreement must be an Occupation Contract; |
| <b>Property</b>          | The property which is the subject of the Tenancy Agreement, as defined in the Schedule;                                                                                                                                                                                                                                        |

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| <b>Rent</b>                          | The amount that you are required to pay periodically as consideration under the Tenancy Agreement, as may be revised from time to time. Rent does not include interest that may accrue on late payment of the rent. Where the Rent within the Tenancy Agreement includes utility bills then this may be included in the definition of rent within this Agreement, save that we will not cover any overspending or unfair use charges accrued by the Tenant;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Arrears</b>                       | Rent payments overdue under the Tenancy Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal Costs</b>                   | Legal or administrative expenses incurred to regain possession of the property due to arrears;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Property Damage</b>               | Physical damage caused by you to the Landlord's property including any items that are listed on the Inventory, excluding normal wear and tear;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Appropriate Reference</b>         | <p>A tenant reference that meets the following requirements:</p> <ol style="list-style-type: none"> <li>1. An Elite or Essential++ reference from The Lettings Hub showing an 'Accept' or 'Accept With Guarantor' decision on the Tenant(s) named in the Tenancy Agreement; and</li> <li>2. All conditions noted in the reference must be met; and</li> <li>3. The reference must have been carried out no more than 60 calendar days before the Tenancy Agreement starts. This can be extended to 180 calendar days for students.</li> </ol> <p>Where the tenant reference was not carried out by The Lettings Hub the following must have been obtained via an approved tenant referencing provider:</p> <ol style="list-style-type: none"> <li>1. A credit history check from a licensed credit referencing provider has been obtained, including the Enforcement of Judgments Office and showing any County Court Judgments and bankruptcy;</li> <li>2. Proof the Tenant can afford the rent for the duration of the tenancy has been obtained;</li> <li>3. A reference from the Tenant's previous managing agent or landlord (if applicable) has been obtained.</li> </ol> |
| <b>Fee</b>                           | The sum to be paid by the Tenant to us as consideration for our Service, including any regular payment, renewal payment, or initial payment;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Inventory</b>                     | The comprehensive list of items included within the property by the Landlord. The Inventory must include clear and accurate descriptions of each item and the item's condition at the start of the tenancy. The Inventory should be independently produced and the parties should be given an opportunity to sign.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Deed of Surrender</b>             | A legal agreement terminating the Tenancy Agreement with mutual consent;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Joint Tenancy</b>                 | A rental agreement involving multiple tenants who are jointly and severally liable for obligations under the Tenancy Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Purchase Date</b>                 | The day on which you made the initial payment for our Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Specified Notification Period</b> | 14 calendar days beginning with the end of our Service for this tenancy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| <b>Day</b>                                                                                                                      | Unless specified otherwise, a day is a business day and therefore excludes non-business days; Saturday, Sunday and public holidays.                                                                                                                                                                                                                                                                     |
| <b>Writing</b>                                                                                                                  | A letter sent by first class post to the address given for a party in this Agreement, or an email sent to an email address given for a party in this agreement. Any notice sent by first class post shall be deemed to have been received two days after it was posted. Any notice sent by email shall be deemed to have been received on the same day or, if sent on a non-business day, the next day; |
| <b>UK Data Protection Legislation</b>                                                                                           | All applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).                        |
| <b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing, and Appropriate Technical Measures</b> | As defined in the Data Protection Act 2018.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Data Protection Legislation</b>                                                                                              | The UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).                                                                           |

### 3. Our Responsibilities

We agree to, in respect of the Tenancy Agreement:

- Rent Arrears Guarantee:** Cover unpaid rent shown in the tenancy agreement for up to 12 months', or until vacant possession of the property is obtained (whichever is sooner) up to a maximum of £8,000 per calendar month;
- Legal Cost Coverage:** Pay reasonable legal and administrative expenses associated with eviction;
- Property Damage Coverage:** Compensate for property damage caused by you, up to £5,000;
- Mediation Support:** Facilitating resolution between the you and the Landlord in the event of disputes.

Rent Arrears and Legal Costs are covered up to a maximum of £100,000. For the avoidance of doubt, this is a holistic maximum coverage figure rather than the maximum coverage per item.

### 4. Tenant Responsibilities

4.1 The tenant agrees to:

- Pay the Fee:** See Fees and Charges;
- Pay Rent Promptly:** Make rent payments as agreed in the Tenancy Agreement, and not withhold payment for any reason;
- Communicate Early:** Notify us immediately if you are unable to pay rent for any reasons, including a change of personal or financial circumstance;
- Redirect Benefits:** If you are in receipt of Housing Allowance as part of Universal Credit) for part or all of your rent and fall into rent arrears you must arrange for the Housing Allowance to be paid directly to the Landlord, or their agent, and must not revoke that request;
- Care for Property:** Maintain the property responsibly in order to avoid damage;

- f) **Comply with the Tenancy Agreement:** Adhere to the terms of the Tenancy Agreement;
- g) **Cooperate:** Provide necessary documentation and assistance during mediation;
- h) **Reimburse Costs:** Repay sums paid to the Landlord by us, as agreed;
- i) **Execute a Deed of Surrender:** If arrears persist, work with us to surrender the Tenancy Agreement responsibly;
- j) **Authorise the release of Deposit:** You agree that any deposit held is to be utilised to pay for any rent arrears or property damage and will be deducted from any final payment obligations that we have once the tenancy ends;
- k) **Indemnify:** You hereby unconditionally and irrevocably agree to pay us any losses, costs, claims, liabilities, damages, and expenses suffered or incurred by us, arising from your failure to comply with the terms of your obligations under the Tenancy Agreement for which we have become a guarantor for.
- l) **Notify Changes to Tenants:** You must inform us and the Landlord immediately of any changes to the tenants named in the Tenancy Agreement, including but not limited to tenants moving in or out of the property, both prior to the tenancy start date and during the tenancy period.
- m) **Tenant Default and Possession:** In the event that the Tenant defaults on rent payments, they may be subject to lawful possession proceedings and removal from the Property by any appropriate legal means, including (but not limited to) execution of a Deed of Surrender. Such proceedings shall continue until vacant possession of the Property is obtained.

The Lettings Hub will make rent payments to the Landlord or Agent in accordance with this Agreement. However, these payments shall not constitute payment by the Tenant, and the Tenant shall continue to be deemed in arrears for the outstanding rent.

The Tenant acknowledges and agrees that, should a rent default occur and the matter not be resolved through mediation or remedial action, they will either: (i) enter into a Deed of Surrender; or (ii) provide notice to vacate the Property at the earliest opportunity.

## 5. Landlord Responsibilities

### 5.1 The Landlord agrees to:

- a) **Reference the Tenant:** Obtain an Appropriate Reference and make that Reference available to us, including if any updated Reference is received after signing this Agreement but prior to the tenancy start date, or upon request at any point thereafter;
- b) **Offer an alternative:** In order to comply with the Tenant Fees Act 2019, the Tenant must be offered an alternative to Our Service. We suggest that this alternative is to request a guarantor based in the UK to indemnify the Tenant.
- c) **Produce an Inventory:** Share a copy of the Inventory with the Tenant before the Tenant occupies the property, and another Inventory when the Tenant leaves the property;
- d) **Provide Accurate Documentation:** Submit a signed Tenancy Agreement and other required documents;
- e) **Include Contract Renewal Clause:** Insert the clause provided by us into the Tenancy Agreement which confirms that the Tenant must renew their Professional Guarantor contract when invited or, alternatively, provide a suitable personal guarantor to meet their ongoing obligations;
- f) **Take a Deposit:** Take a sum, or a deposit alternative product, up to the maximum legal value and product the deposit in a registered scheme so as to act as security against the Tenant's obligations within the Tenancy Agreement;
- g) **Report Issues Promptly:** Notify us of arrears or property damage in a timely manner; see "Notifying Breaches Of Tenancy Claims Process" for more detail;
- h) **Update Us:** If the rental amount is increased during the Tenancy Agreement then the Landlord must notify us of the increase. We will not guarantee the difference in rent between the last rental figure that we were notified of and the rental figure as at the date of the Landlord notifying us of a breach of tenancy;
- i) **Redirect Benefits:** If the Tenant is in receipt of Housing Allowance (as part of Universal Credit) for part or all of the rent and falls into rent arrears then the Landlord must contact the local authority to ask for the Housing Allowance to be paid directly to the Landlord, or their agent;

- j) **Facilitate Resolutions:** Allow us to mediate disputes and seek alternative solutions, such as a Deed of Surrender. Do not unreasonably refuse any offer of settlement that has been reached which the Landlord has been advised to accept;
- k) **Submit Evidence:** Provide necessary proof of losses on request, such as check-in and check-out inventories, photographs, invoices, and correspondence with the Tenant, and monthly rent statements as further rent arrears accrue;
- l) **Provide Compliance Documentation:** In order to maximise the chances of a successful eviction, the Landlord will need to provide:
  - i) All Gas Safety Certificates, where applicable;
  - ii) An Energy Performance Certificate;
  - iii) Deposit Prescribed Information;
  - iv) Service of the above documents on the Tenant;
  - v) Deposit Protection Certificate, protected within 30 calendar days of receipt of the deposit.
- m) **Other Legal Compliance:** Provide evidence that Right to Rent checks have been carried out appropriately; Provide evidence that the property does not require a licence or, if it does, that an appropriate licence has been obtained/applied for; Provide evidence that there is no outstanding disrepair that is not caused by the Tenant's refusal to grant reasonable access;
- n) **Agree to Surrender:** Where presented with the option of a Deed of Surrender by us on behalf of the Tenant, accept the deed and accept the return of keys and surrender of the property by the Tenant, understanding that the Tenant will only be liable for rent up to the date of signing the Deed of Surrender;
- o) **Agree to Assign:** In the event that rent has not been paid within 5 days of it falling due, the Landlord assigns to us and its agents, any and all permissions, consents, and authorisations required to commence the eviction process of the Tenant from the Property by whatever means deemed necessary (including Deed of Surrender) and to continue with the eviction process until vacant possession of the Property is secured. For the avoidance of doubt, this may mean the issuing of court proceedings in the name of the Landlord without further authorisation being required.
- p) **Compensate us:** In the event the Landlord receives from the Tenant, or anyone acting on behalf of the Tenant, payment for a sum of money for which the Landlord has received payment under this Agreement then the Landlord must, within 10 calendar days of receipt of the payment from the Tenant, make contact with us and arrange to return a sum equivalent to the amount that the Landlord received from the Tenant up to the amount paid to the Landlord under this Agreement. For the avoidance of doubt, this includes any cash deposits or deposit alternatives that the Landlord may have taken as security for the Tenant's performance under the Tenancy Agreement.

## 6. Notifying Breaches Of Tenancy

### 6.1 Reporting Rent Arrears

- a) Before notification, the Landlord must communicate with the Tenant in writing to ask for payment of the rent arrears;
- b) The Landlord must make every effort to notify us in writing within 5 days of missed payments, but no later than 45 days of the first missed payment. Notification must be made to [professionalguarantor@lettingshub.co.uk](mailto:professionalguarantor@lettingshub.co.uk);
- c) Include evidence of arrears, such as rent statements, letters or notices served to the Tenant, or any reason why the Tenant have for not paying the rent;
- d) We will negotiate on the Landlord's behalf to secure a payment plan. Our intervention does not absolve the Landlord's requirement to also chase the Tenant for payment of the arrears. If a payment plan is agreed and stuck to by the Tenant then the mediation process will end;
- e) In the event that no payment plan has been agreed then, without prejudice to any negotiation between us and the Tenant, a notice seeking possession of the Property may be served on the Tenant and possession proceedings issued;
- f) Once the Tenant has been evicted from the property, and in the event that the Tenant still owes rent arrears, the Landlord should request the release of any security deposit or payment under any deposit

alternative scheme to be set first against property damage for which we may be responsible under this Agreement and then against rent arrears for which we may be responsible under this Agreement.

Where a prior agreement is in place with a deposit alternative scheme, rent arrears will be covered by the terms of this Agreement and non-rent arrears costs (such as removals and property cleaning) should be claimed under the deposit alternative scheme;

- g) In the event that the above steps do not result in full payment of the rent arrears then we will confirm payment within 10 days of receiving all required documentation.

## 6.2 Property Damage

- a) Before notification, the Landlord must communicate with the Tenant in writing to ask for payment of the property damage;
- b) Submit a detailed report of property damage within 5 days of discovery but no later than 45 days since gaining vacant possession;
- c) Provide supporting evidence, such as photographs, check-in and check-out inventories (if available), repair estimates, and invoices;
- d) If the Tenancy Agreement has ended and the property damage was discovered after the end of the Tenancy then the Landlord must request the release of any security deposit or payment under any deposit alternative scheme to be set first against property damage for which we may be responsible under this Agreement.

Where a prior agreement is in place with a deposit alternative scheme, the deposit alternative scheme should be called upon first for removals, cleaning and damage, with any additional damage claim above the deposit amount covered within this Agreement up to the maximum £5,000 limit;

- e) We will negotiate on the Landlord's behalf to secure a payment plan. Our intervention does not absolve the Landlord's requirement to also chase the Tenant for payment for the property damage. If a payment plan is agreed and stuck to by the Tenant then the mediation process will end;
- f) In the event that no payment plan has been agreed then, without prejudice to any negotiation between us and the Tenant, our debt recovery process will be commenced;
- g) We will approve payment within 10 days of receiving all required documentation.

## 7. Liability and Exclusions

### 7.1 Coverage Limits:

- a) Rent Arrears: The rent as shown in the tenancy agreement for up to 12 months', or until vacant possession of the property is obtained (whichever is sooner) up to a maximum of £8,000 per calendar month;
- b) Property Damage: £5,000 per tenancy in accordance with the terms of this Agreement;
- c) Legal Costs: Reasonable legal costs to evict the tenant from the property, subject to prior approval.
- d) Total Limit: £100,000 per tenancy.

### 7.2 Exclusions:

- a) We will not provide 'Our Responsibilities' if loss or property damage has been caused in the following circumstances:
  - i) Normal wear and tear;
  - ii) Pre-existing property damage;
  - iii) Loss or property damage arises as a result of behaviour which is a breach of the Tenancy Agreement, and/or criminal behaviour;
  - iv) Unspecified losses, such as costs incurred without proof of expenditure;
  - v) Loss or property damage arising from third-party actions or natural disasters.
  - vi) Loss or property damage arising from wilful or negligent acts or omissions by You.
  - vii) Loss or property damage arising from a pet or other animal kept by You or any third-party.
- b) We will also not provide 'Our Responsibilities' if:

- i) Breaches of tenancy are reported outside the specified notification period.
- ii) The Landlord fails to carry out the 'Landlord Responsibilities'.
- iii) The Landlord consistently fails to communicate in a timely manner once a breach of tenancy has been notified.

## 8. Joint and Several Liability

For joint tenancies, all tenants are jointly and severally liable for rent payments, property damage, and other obligations. We may pursue any individual tenant for repayment of sums guaranteed under this Agreement.

## 9. Fees and Charges

- 9.1** The Tenant pays the Fee specified in the 'Service Details' section of this Agreement after the signing of this Agreement;
- 9.2** If the Tenant stays in the Property beyond 12 months and the Tenant cannot either pass referencing or provide a personal guarantor then this Agreement will be considered to have been renewed and a Fee will become immediately payable. That renewal contract will end 12 months after that renewal.
- 9.3** If the Tenant stays in the Property beyond 24 months and the Tenant cannot either pass referencing or provide a personal guarantor then this Agreement will be considered to have been renewed and a Fee will become immediately payable. That renewal contract will end 12 months after that renewal.

## 10. Termination

- 10.1** This Agreement may be terminated:
  - a) By you: In writing to us, within 14 calendar days of signing, provided the tenancy has not begun. See 'Cancellation' below.
  - b) By the Landlord: In writing to us, giving not less than three months' notice.
  - c) By us, with immediate effect if:
    - i) The terms of the tenancy or this Agreement are breached, except clause 4.1 c (non-payment of rent);
    - ii) False information is provided either before or during the Tenancy Agreement or Agreement;
    - iii) The Landlord or the Tenant dies;
    - iv) Ownership of the property changes;
    - v) The property is declared uninhabitable by a local authority
    - vi) The Tenant does not occupy the property.
    - vii) Any Tenant(s) named in this Agreement have changed or been removed from the Tenancy.
- 10.2** Termination of this Agreement does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.
- 10.3** We will serve notice to the lead Tenant and the Landlord (or the agent acting for the Landlord) at the email address(es) specified in this Agreement. Where an agent is acting for a Landlord, the agent is responsible for notifying the Landlord of the termination of this Agreement;
- 10.4** You may serve notice on us by email at [professionalguarantor@lettingshub.co.uk](mailto:professionalguarantor@lettingshub.co.uk).

## 11. Cancellation

Unless the Tenancy Agreement has started, you have the legal right to cancel during the period from the Purchase Date up to the Tenancy Agreement start date.

During this period you can cancel our Service and claim a full refund. This cooling off period automatically ends as soon as your Tenancy Agreement starts and so this means your right to cancel and claim a full refund ends when the

Tenancy Agreement begins.

If you wish to cancel our agreement during the cooling off period you must let us know by emailing us at [professionalguarantor@lettingshub.co.uk](mailto:professionalguarantor@lettingshub.co.uk) and you confirm that you will also let the Landlord know that you have cancelled with us.

You understand that if you cancel, the Landlord may require you to provide a UK-based personal guarantor instead.

## 12. Dispute Resolution

1. **Negotiation** First: Parties should resolve disputes directly whenever possible;
2. **Mediation:** We offer mediation to address unresolved issues;
3. **Legal Recourse:** Disputes unresolved through mediation will be subject to the jurisdiction of the Courts of England and Wales.

## 13. Governing Law

This Agreement is governed by the laws of England and Wales.

## 14. Confidentiality and Data Protection

We, you and the Landlord each undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted below.

Each party may disclose the other party's confidential information:

- To its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause.
- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to fulfil its obligations under this Agreement.

### How we use your personal information

We will only use your personal information as set out in our Privacy Policy: <https://lettingshub.co.uk/privacy-notice/>

The parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

The parties acknowledge that for the purposes of the Data Protection Legislation that we are the data Controller. We may use third party providers to support the review of Tenant suitability, these third parties will become joint controllers as defined in Data Protection Legislation.

Without prejudice to the generality of this clause, we shall, in relation to any Personal Data processed in connection with the performance by us of its obligations under this Agreement:

1. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss,

destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

2. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the personal data confidential.
3. Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Tenant and/or Landlord has been obtained and the following conditions are fulfilled:
  - a) We have provided appropriate safeguards in relation to the transfer.
  - b) The data subject has enforceable rights and effective legal remedies.
  - c) We comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
  - d) We comply with reasonable instructions notified to it in advance by the Data Subject/s with respect to the Processing of the Personal Data.

## 15. Force Majeure

None of the parties shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable Control.

## 16. General

- 16.1 Variation:** Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties;
- 16.2 Waiver:** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 Severance:** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 16.4 Third party rights:** Unless it expressly states otherwise, this Agreement does not give rise to any rights under this Agreement (Rights of Third Parties Act 1999) to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person or organisation.

## 17. Detailed Scenarios

### Scenario 1: You Fail to Pay Rent

1. Notification by the Landlord to us.
2. Mediation to establish repayment plans or alternative solutions.
3. Execution of a Deed of Surrender if arrears persist.

### Scenario 2: Property Damage

1. The Landlord reports property damage with evidence.
2. We evaluate and reimburse valid instances of damage.

