

Tenancy declaration agreement

If you could just take a minute to read the following declaration, when you're happy sign in the box, check you're happy to proceed and we can get things finished.

Definitions	
“Application”	the application made by a Prospective Tenant for a tenancy of the Property as defined by section 2 of the Consumer Rights Act 2015
“Consumer”	
“Dashboard”	Vouch software hosting system
“Data Controller”	as defined by GDPR
“GDPR”	General data protection Regulations 2018 and the Data Protection Act 2018
“Guarantor”	a person who gives a guarantee of a Prospective Tenant’s obligations under a tenancy agreement and Guarantor Application means Your application to be accepted as a Guarantor
“Landlord”	the person who intends to grant a lease of the Property
“Letting Agent”	an agent acting on behalf of the Landlord in connection with the letting of the Property and “Agency” means the Agent’s business and “Branch” means an office connected with the Agency.
“Login Information”	Your specific user ID, email address and password
“Personal Data”	as defined by General Data Protection Regulation
“Property”	the property to be leased to the Prospective Tenant under the tenancy
“Prospective Tenant”	Individual/s seeking a grant of a lease of the Property from the Landlord through the Letting Agent
“Registration”	the process whereby the contracting party completes the online registration form provided by Vouch confirming that You accept the Terms of this Agreement.
“Right to Rent”	the right of a Prospective Tenant to rent premises within the United Kingdom as required by the Home Office and detailed in the Home Office’s Code of Practice on the Right to Rent as may be updated from time to time
“Services”	the services that Vouch will provide to the Contracting Party as set out below
“Utility Notification Provider”	the preferred company for handling utility and council tax notifications and service switching
“Vouch Portal”	The Vouch on line Portal used to access the Dashboard
“Website”	www.vouch.co.uk
“We/Us/Our/Vouch”	Vouch Online Limited, company registration number 10678036
“You/Your”	the contracting party completing Registration (Landlord/Letting Agent)

Your privacy is very important to us!
We will use the information you give us only for validating your application and associated tasks through the Vouch Portal. We have been passed your contract details in association with a tenancy application by the prospective tenant, we use “performance of a contract” to allow us to undertake our tasks. We will only keep your details for the purposes of this application and subsequent tenancy, and we will not use them for anything else. We will need to pass certain details about you to other people and companies – including the landlord or the letting agents, Equifax for your credit check and your employer/accountant (if applicable) to confirm your employment/earnings. If, in future, you want to know what information we hold about you, or have any other queries regarding data protection or your rights, all you have to do is ask – just drop email to dpo@vouch.co.uk and we can help resolve your query. You also have a right to lodge a complaint with the ICO if you wish.

- Use of information provided by You**
- Vouch is a Data Controller as defined by GDPR.
 - To verify the contents of Your application, Vouch will need to share personal data with third parties listed below and the Landlord /Letting Agent. Where it is necessary to do so we will comply with all aspects of GDPR and the Data Protection Act 2018.
 - Our data protection policy is available at www.vouch.co.uk and is incorporated in these terms and conditions.
 - Should it be necessary for Vouch to transfer Personal Data overseas, this information will only be shared within the EEA. Any such transfers will be made in full compliance with the GDPR.
 - In order to complete Your application we will consult with a number of sources to verify the information that You provide. The parties with whom it may be necessary for Vouch to share information relating to Your application may include but are not limited to:
 - Your family, associates and representatives;
 - suppliers and service providers;
 - Your or our professional advisors and consultants;
 - financial organisations;
 - credit reference agencies;
 - debt collection and tracing agencies;
 - employment and recruitment agencies;
 - central government.
 - You understand that Vouch may approach third parties including those listed in clause 5 above and will use “performance of a contract” as the legal basis for this.
 - In particular, you understand that Vouch will provide the Utility Notification Provider with Your personal data if Your Application is successful. The Utility Notification Provider will contact You thereafter to offer You support and assistance regarding Your utilities services at Your new home as this is a legal requirement for the letting agent/landlord. Please refer to Utility Notification Provider’s terms and conditions for more information. Our respect for Your privacy is paramount and if You prefer not to be contacted by the Utility Notification Provider once your utility transfer notifications have been done, please inform their support team at any time. If You sign up for utility accounts with our Utility Notification Provider Your agent and Vouch will

- receive an introduction fee of not more than £20 per service taken out. This in no way affects the price You pay for these services and is paid direct from the supplier. The taking out of their utilities of broadband is completely optional.
- You understand that Vouch may consult with a licensed credit reference agency regarding Your Application. You understand that Vouch may share such Personal Data with the credit reference agency as is necessary to carry out a search.
 - You understand that a credit reference agency may record the results of any search conducted in relation to Your Application.
 - You understand that the credit reference agency search may show how You conduct payments with other entities. You understand that from time to time this information may also be used for debt tracing and fraud prevention.
 - You may request the name and address of the credit reference agency Vouch use to conduct a search and You may also ask for a copy of the information provided to Vouch as a result of that search.
 - You acknowledge that if false or inaccurate information is provided by You and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and/or money laundering. Further to this if false or inaccurate information is supplied to the agent via the Vouch platform the agent/ landlord may withhold some or all of any holding fee paid for the property. This decision on whether to do so is for the agent/landlord and Vouch will have no involvement in this decision. Vouch accepts no liability for any loss suffered by You in the event your Application is unsuccessful.
 - You understand that Vouch may contact Your referees using Personal Data which has been provided by You in the Application for the purposes of allowing Your referees to verify and/or provide information about Your earnings and income, dates of employment and previous tenancies. You also confirm that You have their permission for us to contact them in order for us to obtain Your references.
 - If You take out contents insurance through Alan Boswell Insurance Vouch and Your agent will receive an introduction commission of no more than 7.5% of the policy premium. This is paid to them by the broker and in no way affects the policy premium that You will pay.
 - Information may be sent to You or Your nominated referee(s) by email and SMS. This information will only be such as is necessary to identify You and You confirm You are aware that the information sent electronically cannot be guaranteed to be secure.
 - You acknowledge that Vouch cannot absolutely guarantee the security of any electronic communications relating to your application but we do use appropriate measures to maintain the security of your data both in transit and at rest.
 - You confirm that you are aware that any tenancy granted to You as a result of Your Application will be subject to the provisions of the Housing Act 1988. Any resulting tenancy will be subject to the grounds for possession of dwelling house let on assured tenancies contained in Schedule 2 to the Housing Act 1988, in particular ground 17.
 - As a result of the information You provide to Vouch and that Vouch obtains from third parties in connection with Your Application, You understand that Vouch may pass on all such information to the Landlord and/or Letting Agent.
 - You accept that the results of such checks and searches that have been carried out by or for Vouch in connection to Your Application may be accessed in the future by Vouch if the prospective tenant applies for a tenancy again through Vouch.

- Documents establishing your Right to Rent**
- In order to rent a property in the United Kingdom, You are required to supply documentation confirming Your Right to Rent property in the United Kingdom. The Application Process will only require You to indicate what documentation You intend to rely on to satisfy the Right to Rent requirements.
 - You confirm that You are aware that You will be required to supply original copies of the documents demonstrating Your Right to Rent as requested by Landlord or Letting Agent. This does not form part of the Application Process. Vouch can provide no guarantee that such documentation will be accepted by the Landlord or Letting Agent.

- Result of Your Application**
- The decision as to whether or not to accept Your Application rests with the Landlord or Letting Agent.
 - Vouch accepts no liability for any loss suffered by You in the event Your Application is successful.

- Status of the Landlord or Letting Agent**
- You accept that Vouch cannot guarantee the accreditation status of the Landlord nor can Vouch guarantee that the Landlord or the Letting Agent acting on the Landlord’s behalf holds any licences or certification as may be required by law including but not limited to a HMO Licence.

- Submitting Your Application**
- By ticking the box below You confirm that You have read and agree to these terms and conditions.
- Termination**
- You may withdraw Your Application at any time until the prospective tenancy is entered into.
 - Vouch may determine this contract with You where You are in breach of any of its terms or where You have failed to perform Your obligations.

- Accessing the Vouch Portal**
- In order to be able to access the Vouch Portal, You may need to use Your Login Information. You must not disclose Your Login Information to any person outside Your Agency and not authorised to use the Vouch Portal on Your behalf or otherwise allow any person to access the Vouch Portal using Your Login Information.
 - You must not access or use the Vouch Portal for any purpose that is prohibited by these Terms or is otherwise unlawful.
 - You must maintain Your own firewalls and anti-virus software when accessing the Vouch Portal so as not to expose You to the risk of a virus or malicious software. We do not accept responsibility for any damage to Your PC or computer system which arises in connection with Your use of the Vouch Portal.

- We reserve the right to immediately terminate Your access to the Vouch Portal if You are in breach these Terms. (Clause 24 and Clause 25 refers)
- Exclusion of liability**
- We accept no responsibility for the accuracy of the information provided in an Application and any liability for inaccurate, false or fraudulent information rests with the provider of that information, whether that be the Prospective Tenant, Guarantor, Referee or a third party provider of information.
 - We will not be liable to You in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by You:
 - of an indirect or consequential nature; nor
 - for any economic loss or other loss of turnover, profits, business or goodwill.
 - Without prejudice to the generality of the foregoing We will not be liable for the followings losses or liability from the same which You may suffer or be held liable for caused by Your reliance or use of the Services (or by not relying on or not using the Services, or by Your using or relying on them in an unreasonable way):
 - missing a deadline; or
 - You (or someone on Your behalf) suffering loss by reason of inaccuracy or incompleteness of any information or data provided to You; or
 - You suffering a business loss or being unable to undertake any business activity; or
 - a third party making a claim against You; or,
 - a government or regulatory authority imposing a fine, penalty or obligation on You.

- Consumer Rights Act 2015**
- Nothing within these terms and conditions is intended to limit the rights of a Consumer within the meaning of the Consumer Rights Act 2015.
- Reliance on these terms and conditions**
- We intend to rely on these Terms as being the terms and conditions of the contract between You and Us. Any changes to the terms and conditions that You wish to make should be put in writing but no changes will be made to these terms and conditions without Our written agreement.
 - We reserve the right to change these terms and conditions at any time and any changes will be posted on our Website. Your continued use of our Website after such notification shall constitute Your acceptance of those terms.

- Indemnity**
- You agree to indemnify, defend and hold Us (including Our shareholders, officers, directors, employees, agents and suppliers) harmless from any and all claims or demands including those made by any third party due to or arising out of Your use of the Vouch Portal, Dashboard, Website, Our Services or any person using Your Login Information with or without Your consent.
- Copyright and Trade Marks**
- Copyright in the Website, Vouch Portal and Dashboard (including all text, graphics, logos and software) may be owned or licensed by us and information procured from a third party may be the subject of copyright owned by that third party. Except as expressly authorised by Us in writing You may not adapt, reproduce, store, distribute, print, display, perform, publish or create and derivative works from any part of Our Website, Vouch Portal or Dashboard or from any information obtained from the Vouch Portal; or commercialise any information, products or services obtained from the same. The Vouch Portal may include trademarks owned by us including, but not limited to the Vouch trade mark and You must not use any of our trade marks for any purposes whatsoever;

- Confidentiality**
- Unless We agree otherwise in writing, You are provided with access to the Vouch Portal for Your use only and You may not without our written permission sell information obtained from the Vouch Portal to any third party.

- Security**
- No data transmission over the Internet can ever be guaranteed as wholly secure and whilst We endeavour to protect all such information, We do not guarantee or warrant and cannot ensure the security of any information which You transmit to us and any information which You do transmit to us which is always at Your own risk.
- Law and jurisdiction**
- The validity, construction and performance of this contract shall be governed by English law and be subject to the exclusive jurisdiction of the English courts to which Vouch and You submit.

- Third parties**
- For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not give any person who is not a party to it the right to enforce any of its provisions.
- Commissions**
- Landlord/Agents and We (Vouch) may from time to time receive a referral payment of not more than £20.00 per utility account or broadband package accepted through our Utility Notification partner and 75% of any policy premium accepted through Alan Boswell Insurance. These payments do not affect the price to the Prospective Tenant of the utility account or insurance premium. We (Vouch) will receive a referral payment of £15.00 for each rent guarantee policy taken out. Sky TV subscription agent and Vouch receives £50. Sky Broadband agent and Vouch receives £10. If a Zero deposits, deposit is used your agent will receive a referral fee of between 8 and 18% of the policy premium. Vouch will receive £1 for any policy taken out.

- Contact Us**
- If You have any questions or comments about these terms and conditions, or You wish to make a complaint please contact us:
 - by post to: Vouch, Broomhall Hall, 8-10 Broomhall Road, Sheffield, South Yorkshire, England, S10 2DR
 - by email at: hello@vouch.co.uk
 - by telephone on: **03303337272**

Signature:

Date:

☐ I accept these terms and conditions