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TENANT TERMS & CONDITIONS OF SUPPLY



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This page (together with our Privacy and Cookie Policy and Terms of Website Use tells you information about us and the legal terms and conditions (**Terms**) on which we supply any of the reference reports (**Reports**) listed on our website at www.tenantsplus.co.uk (**our site**) to you.

These Terms will apply to any contract between us for the supply of Reports to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Reports from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Reports from our site. You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause . Every time you wish to order Reports from us, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in September 2014. These Terms, and any Contract between us, are only in the English language.

INFORMATION ABOUT US

We operate the website www.tenantsplus.co.uk. We are Tenants Plus Ltd, a company registered in England and Wales under company number 08665411 and with our registered office at 27 New Dover Road, Canterbury, Kent CT1 3DN. Our VAT number is 190404918.

USE OF OUR SITE

Your use of our site, and the information we provided on it, is governed by our Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

HOW WE USE YOUR PERSONAL INFORMATION

We will collect personal information about you and will retain copies of the Reports you purchase from us. We only use your personal information in accordance with our Privacy and Cookie Policy. Please take the time to read our Privacy and Cookie Policy, as it includes important terms which apply to you.

OUR REPORTS

- 1 We offer a variety of Reports on our site, which include, but are not limited to the following:
 - (a) credit checks;
 - (b) employment references;
 - (c) current and previous landlord references; and
 - (d) accounts references.



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- 2 You acknowledge that the Reports are prepared on the basis of the information you provide to us and you warrant that all information is accurate, complete and up-to-date.
- 3 We shall retain copies of the Reports purchased by you in accordance with these Terms. We shall only disclosure the Reports in accordance with our Privacy and Cookie Policy.

IF YOU ARE A CONSUMER

If you are a consumer, you may only order Reports from our site if you are at least 18 years old.

HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 1 Our site will guide you through the steps you need to take to submit an order with us. Our order process allows you to check and amend any errors before submitting your order. Please take the time to read and check your order at each page of the order process.
- 2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.
- 3 We will confirm our acceptance to you by sending you an e-mail (**Report Confirmation**). The Contract between us will only be formed when we send you the Report Confirmation.
- 4 If we are unable to supply you with a Report, for example because we are no longer able to provide such a Report, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Report, we will refund you the full amount as soon as possible.

OUR RIGHT TO VARY THESE TERMS

- 1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 2 Every time you order Reports from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 3 We may revise these Terms as they apply to the Reports from time to time to reflect any changes in relevant laws and regulatory requirements.
- 4 If we have to revise these Terms as they apply to the Reports, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

YOUR CONSUMER RIGHT TO CANCEL

- 1 If you are a consumer, you would normally have a legal right to cancel a contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Advice about your cancellation rights are available from your local Citizens' Advice



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Bureau. However, this cancellation right does not apply in the case of goods which are bespoke and customised.

- 2 As the Reports are always prepared on the basis of your personal information and customised for you, you do not have a right to cancel the Contract in respect of these Reports.

DELIVERY

- 1 We will upload your completed report to your profile on our website as soon as this has been completed by the third party referencing company. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause for our responsibilities when this happens.
- 2 You will not own the Report or have access to view the information contained **within it**. **We will** retain a copy of it and may disclose it to third parties in accordance with our Privacy and Cookie Policy.
- 3 If we miss **the delivery** deadline for any Report then you may cancel the Contract straight away if any of the following apply:
 - (a) we have refused to deliver the Reports;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 4 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 3, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Contract if we do not meet the new deadline.
- 5 If you do choose to cancel your Contract for late delivery under clause 4 or clause 5, you can do so for just some of the Reports or all of them. After you cancel your Contract we will refund any sums you have paid to us for the cancelled Report.

PRICE OF THE REPORTS

- 1 The price for the Reports will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Reports are correct at the time when the relevant information was entered onto our website. However please see clause 4 for what happens if we discover an error in the price of a Report you have ordered.
- 2 Prices for the Reports may change from time to time, but changes will not affect any order you have already placed.
- 3 The price of a Report includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the



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date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Reports in full before the change in VAT takes effect.

- 4 It is always possible that, despite our reasonable efforts, some of the Reports on our site may be incorrectly priced. If we discover an error in the price of the Reports you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Report at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Reports to you at the incorrect (lower) price.

HOW TO PAY

- 1 You can only pay for Reports using a debit card or credit card.
- 2 Payment for the Reports is in advance. We will charge your debit card or credit card when you place an order.

OUR LIABILITY IF YOU ARE A CONSUMER

- 1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 2 We only supply the Reports for private use. You agree not to use the Report for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 3 We do not in any way exclude or limit our liability for:
 - (a) death or personal injury caused by our negligence; and
 - (b) fraud or fraudulent misrepresentation.

EVENTS OUTSIDE OUR CONTROL

- 1 An **Event Outside Our Control** means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.



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- 3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Reports to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

COMMUNICATIONS BETWEEN US

- 1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 2 If you wish to contact us, including because you have any complaints, you can contact us by telephoning our customer service team at 020 7030 3557 or by e-mailing us at enquiries@tenantsplus.co.uk.
- 3 If we have to contact you, we will do so by e-mail or by pre-paid post to the address you provide to us when you register to use our site.

OTHER IMPORTANT TERMS

- 1 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 2 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 3 Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 5 Please note that these Terms are governed by English law. This means a Contract for the purchase of Reports through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.