

# Reference-my-tenant.com

## Terms & conditions

### 1. The site

www.reference-my-tenant.com is operated by Nelson Referencing Limited for the purpose of providing tenant referencing services and lead generation opportunities. Access and use of this web site is subject to the following terms and conditions of use. By accessing this site you signify your acceptance of these terms and conditions of use.

### 2. Definitions

"RMT" or "Reference My Tenant" means Reference-my-tenant.com, a trading name of Nelson Referencing Limited, registered in England & Wales, company number 6954662. This is an English language website and all contracts will be in the English language only.

"Reference-my-tenant.com ": means those services provided by Reference My Tenant via this web site and/or by fax for the sole purpose of assessing potential tenants and guarantors (either individuals or companies).

"Web-Site": means both the public and secure components of www.reference-my-tenant.com and www.reference-my-tenant.com.

"Client": A company, organisation or individual which/whom has been provided with an account in order to use the Reference-my-tenant.com services.

"Applicant": A prospective Tenant or a prospective Guarantor who accesses the Web-Site to provide information to permit an individual assessment to be carried out.

### 3. Security

RMT is committed to protecting the privacy of the information you provide to us, even when you are no longer a user of the system.

(a.) Note that the control of and security of account numbers, identification codes and passwords used to access the RMT service are the sole responsibility of the Client or Applicant as appropriate. Reference My Tenant shall have no liability whatsoever to any Client or Applicant for any losses (whether direct, indirect or consequential) occasioned by use of the aforementioned security items by unauthorised persons.

(b.) From time to time there might be a need to issue new Client IDs. Any new Client ID will take effect 4 days after notice of this change.

(c.) Each Applicant will be provided with a unique URL (Uniform Resource Locator) and password, for the sole purpose of submitting information in relation to his/her own individual assessment. The Applicant undertakes not to pass these details to another individual.

(d.) Should a Client or Applicant become aware of any unauthorised use of the aforementioned security items, they will inform Reference My Tenant immediately by contacting [info@reference-my-tenant.com](mailto:info@reference-my-tenant.com) or by telephoning 0845 468 2616.

#### 4. Privacy policy

By using this site, you agree to the use of any personal data that Reference My Tenant may hold on you. The use of this data will be in accordance with the terms of our Data Protection License.

#### 5. Charges

(a.) The Client will be charged in relation to the RMT Services used and according to the prevailing charges as notified separately. Reference My Tenant may modify these charges from time to time.

(b.) The Client accepts responsibility for all charges arising as a result of the use of Client Account, Client IDs and passwords provided to them, irrespective of whether or not the Charges arose as a result of activity authorised by the Client.

(c.) The Clients application must be supported by one of the payment methods listed below:

- Monthly Statement Applications – these are applications approved by Reference My Tenant. All invoices must be paid within 14 days of receipt, otherwise accounts will be suspended.
- Unsuccessful Statement applications will require £250 deposit up front (for Agents/Landlords who do not meet credit-checks criteria). Deposits will be held in a RMT Bank account and refunded at the end of the contract. In the event of a default payment, the Agent/Landlord will be notified via e-mail, the defaulted amount will be deducted from the deposit and any balance remaining will be returned to the Agent/Landlord. The account will then be suspended.
- Pay as you Go service. A cheque for the appropriated amount, together with a completed application form can be sent to Reference My Tenant, at the address below, for processing. All replies will be emailed/posted back to you

## 6. Using RMT Services

(a.) All Clients and Applicants must not restrict any other Client or Applicant from using and enjoying the RMT services. Nor should any Client or Applicant upload, post, publish, transmit, reproduce or distribute in any way, information or other material on the web-site without prior written permission.

(b.) All Clients will ensure that all Applicants whom they direct to use the web-site give his/her express prior consent to the use of the relevant RMT service. Further, all Clients agree that the information provided as a result of the referencing process shall not be provided to any third party other than those with a legitimate interest in the outcome of the reference. No information will be provided back to the applicant, only the managing agent/landlord, as per the consent granted by the applicant.

(c.) All Clients will ensure that the RMT services provided to them or their organisation or company via unique and secure logins are used for the sole purpose of assessing prospective tenants and/or guarantors and for no other purpose.

## 7. Links from and to the Web-Site

You acknowledge and agree that Reference My Tenant has no responsibility for the accuracy or availability of information provided by linked sites. Links to external web sites do not constitute an endorsement or recommendation by Reference My Tenant of such sites or the content, products, advertising or other materials presented on such sites.

## 8. Copyright

All site design, text, graphics and the selection or arrangement thereof in the Reference My Tenant.com web site are subject to copyright unless otherwise indicated. You may not copy, reproduce or use them without prior written consent.

## 9. Accuracy of information

All reasonable endeavours have been taken to ensure that the information provided is accurate and current. However, Reference My Tenant does not warrant that the information is accurate or complete. All Clients and Applicants acknowledge and agree that certain information within the web site is provided by third parties and that Reference My Tenant has no control over the accuracy or completeness of such third party data.

Reference My Tenant shall not be liable for any typographical or other errors or omissions within the material contained in this site.

## 10. Service Availability

RMT applications may be input online 24 hours each day.

Progress on references can be tracked online 24 hours each day.

Reference My Tenant is available Monday to Friday 9 am – 5pm.

Online database access, necessary to obtain the online Standard Assessment or the Interim Report relating to the Comprehensive Assessment, will be available from Monday to Saturday between 8.00 am and 9:30 pm and Sunday between 8.00 am and 6.00 pm.

Reference My Tenant reserves the right to modify these levels of service from time to time.

#### 11. Limitation of Liability

Access to the RMT services offered on this web-site may be prevented by factors outside Reference My Tenant's reasonable control, for example malfunction of hardware or software, as a result of operator error, or a malfunction in connection with data submission. Reference My Tenant cannot accept liability for any loss that might result from such an event.

Should Reference My Tenant receive or transmit information that is inaccurate or incomplete, and this arises from the Client's operating error, then Reference My Tenant accept no responsibility or liability in connection with that error.

#### 12. Force Majeure

Reference My Tenant shall not be liable to the Client for any breach of these Conditions of Use or any failure to provide, or any delay in providing, our services through the web-site that results from any event or circumstance beyond our reasonable control. This includes, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion, accident, insurrection and war.

#### 13. Support

Should a Client or Applicant need support when using the RMT services on the web-site, Reference My Tenant is available from Monday to Friday 9.00 am - 5:00 pm.

#### 14. Complaints

Reference My Tenant make every effort to meet both Client and Applicant expectations but if you feel that we have failed to do so, please notify us by writing to The Director, Reference-my-tenant, PO Box 10181, Grantham, Lincs, NG31 0GG

Tel 0845 468 2616

Email [info@reference-my-tenant.com](mailto:info@reference-my-tenant.com)

Web-Site [www.reference-my-tenant.com](http://www.reference-my-tenant.com) or [www.referencemytenant.com](http://www.referencemytenant.com)

Terms and conditions Sept 11

Page | 5

Please sign and date the form.

Name	<input type="text"/>	Position	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>
Company	<input type="text"/>		