

## Rent East Yorkshire Ltd, Terms and Conditions

Please read these terms and conditions carefully before using this website (the "Site"). Using this Site indicates that you accept these terms and conditions. If you do not accept these terms and conditions, do not use this Site.

We may change our terms and conditions from time to time so you should review them regularly. Your use of this Site will be deemed an acceptance of the terms and conditions existing at that time.

### 1 Information About Us

This Site is operated by Rent East Yorkshire Limited. We are registered in England and Wales under company number 07059475 and have our registered office at 10 Northfield Walk, Driffield YO25 5XT

### 2 Accessing This Site

- 2.1 We reserve the right to withdraw or amend the services we provide on this Site without notice. We will not be liable if for any reason this Site is unavailable at any time or for any period.
- 2.2 From time to time, we may restrict access to some parts of this Site, or this entire Site.

### 3 Permitted Use

Subject to clause 3.2, you may print and download extracts from this Site for non-commercial use on the following basis

- 3.1
  - 3.1.1 no documents or related graphics on the Site are modified in any way;
  - 3.1.2 no graphics on the Site are used separately from accompanying text; and
  - 3.1.3 no copyright and trade mark notices are removed

You agree not to:

- 3.2
  - 3.2.1 use any part of the materials on this Site for commercial purposes without obtaining a licence to do so from us or our licensors;
  - 3.2.2 copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any content of this Site, except as permitted above
  - 3.2.3 provide a link to this Site from any other website without obtaining our prior written consent.

### 4 Intellectual Property Rights

- 4.1 Unless otherwise specified, we are the owner or licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the Site have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

### 5 Reliance On Information Posted

- 5.1 The information contained in the material on this Site is for information purposes only and does not constitute advice. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of this Site, or by anyone who may be informed of any of its contents.

Subject to clause 5.3 and to the extent permitted by law, we hereby expressly exclude:

- 5.2.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- 5.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with use of this Site, including without limitation any liability for:
  - 5.2.2.1 loss of income or revenue;
  - 5.2.2.2 loss of business;
  - 5.2.2.3 loss of profits or contracts;
  - 5.2.2.4 loss of anticipated savings;
  - 5.2.2.5 loss of data;

5.2.2.6 loss of goodwill

5.2.2.7 wasted management or office time; and

for any other loss or damage of any kind, however arising whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

5.3 We do not exclude liability for death or personal injury arising from our negligence nor any other liability which cannot be excluded or limited under applicable law.

## **6 Third Party Material**

This Site may contain material submitted and created by third parties including other Site users. We exclude all liability for any illegality arising from or error, omission or inaccuracy in such material and we take no responsibility for such material.

## **7 Links From This Site**

Where this Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them except as may be required by law.

## **8 Material Submitted By You**

8.1 By submitting any material to us, you:

8.1.1 automatically grant us a royalty-free, perpetual, irrevocable licence to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content; and

8.1.2 waive all your moral rights in such materials.

8.2 You acknowledge that we are not obliged to publish any material submitted by you.

You agree not to post any material:

8.3.1 that is threatening, defamatory, offensive, abusive, liable to incite racial hatred, discriminatory, blasphemous, pornographic, in breach of confidence, in breach of privacy; or

8.3.2 for which you have not obtained all necessary licences and/or approvals; or

8.3 8.3.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK; or

8.3.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

8.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting material in breach of clause 8.3.

## **9 Data Protection and Privacy**

9.1 We process information about you in accordance with our Privacy Policy. By using this Site, you consent to such processing and you warrant to the best of your knowledge and belief that all data provided by you is accurate.

9.2 We comply with the Data Protection Act 1998.

## **10 Validity**

If any term, condition, or provision of these terms and conditions is determined to be unlawful, invalid, void, or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired thereby.

## **11 Entire Agreement**

These terms and conditions constitute the entire agreement between you and us relating to the subject matter herein.

## **12 Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, this Site. These terms and conditions are governed by English Law.

# **Data Protection Policy**

## **Our information**

Rent East Yorkshire Ltd trading number is 07059475, our registered office is Unit 20 Drifffield Business Centre, Scotchburn Garth, Drifffield, YO25 6EF. We are registered with the Information Commissioner's Office, Registration No. ZA284827

This guide will inform you of how we use the information you supply to us, should you have any questions please contact us at [info@renteastyorkshire.co.uk](mailto:info@renteastyorkshire.co.uk). For more information on data protection laws please visit the Information Commission's Office website at: [www.ico.org.uk](http://www.ico.org.uk).

## **What we do with your information**

We need to collect certain types of information from applicants to process your application, by submitting your data to us it is understood that you have given your permission to use your data under the terms of this policy. Our full application form is available to download from our [website](#), the details we need may consist of, but are not exclusive to the questions on the application form. We also require proof of identity to ensure you have a right to rent in the UK.

This data is necessary to:

- Market services and products
- Confirm there are no reasons which may affect the decision to let a property to you
- Check that the information you have provided to us is truthful and verify your identity
- Communicate with you & provide you with your requested services
- Inform local council, water suppliers and the energy providers with regard to your tenancy, this may be done through Tenant Shop Ltd

This will then be shared with the landlord to ensure they have the full information to accept or decline your application before entering into a tenancy.

Rent East Yorkshire Ltd shall make every effort to keep your information secure and confidential and protected from unlawful access, damage or loss. Your information will be removed from our system once we no longer have need for it, this may be a minimum of seven years for tax purposes or to support a claim or defence in court. When there is no longer a need to hold your information, to protect your data from unlawful access we will destroy your information in accordance with our Data Destruction Policy.

## **Update or access your information**

If you think the details we have for you need update, please let us know so we can correct them, we want our record to be up to date and accurate. If you have a preference for how we communicate with you, please let us know and we can accommodate this. Please note there may be times when we need to communicate with you by post such cases as for serving notices or by telephone should we need to speak to you directly.

You have the right to get a copy of information held about you by performing a subject access request under the Data Protection Act. Please note that there may be a reasonable fee to cover the costs of providing this information if it is excessive.

## Sharing your information

Whilst Rent East Yorkshire Ltd shall make every effort to keep the potential customers, customers Landlords and Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, Tenant Shop, maintenance contractors, credit and referencing agencies and debt collection companies etc. Rent East Yorkshire Ltd will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation. If we are requested to do so by law we reserve the right to communicate personal information that we hold to third parties.

We work with Tenant Shop Ltd to notify the local council, water supplier(s) and the energy providers(s) with regard to your tenancy start date and tenancy end/vacating date. With your permission, they will contact you on our behalf by Text, Phone and/or Email to offer you Energy, Insurance and Media comparisons for your new Tenancy. Call Centre comparisons are completely optional for you (the Tenant) and you can opt out at any time by emailing [customerservices@myTenantShop.co.uk](mailto:customerservices@myTenantShop.co.uk).

Tenant Shop Ltd is fully compliant with the data protection act 1998 and a registered member of the Information Commissioners Office (Registration No. Z305733X) and will only use your information for the purposes set out above. We will give you this information again during your application for a tenancy.

## Principles of Data Protection

The personal data we collect and process will be kept, used and disposed of in accordance with the Data Protection Act 1998. This can be viewed in full on the government legislation website at: <http://www.legislation.gov.uk/ukpga/1998/29/contents>.

Principles relating to processing of personal data:

1. Personal data shall be:
  - a) Processed lawfully, fairly and in a transparent manner to the individual
  - b) Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
  - c) Adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed
  - d) Personal data shall be accurate and every reasonable step made to be kept up to date
  - e) Stored for a limited amount of time, not be kept for longer than is necessary for the purpose for which the personal data is processed
  - f) Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
2. We shall be responsible for and able to demonstrate compliance with the above

## Complaints

Please contact us in the first instance and we will do our best to resolve your complaint. We are also members of the Property Redress Scheme.

If you have any questions about this policy, please just contact us and ask.