

Terms & Conditions

Access and use of this Website and our Services is subject to the following terms and conditions. By accessing this site or placing an order for Services you signify your acceptance of these terms and conditions.

Smart Referencing Limited registered in England number: 10204920. Registered Office: Office 12, 91 High Street, Evesham, WR11 4DN.

1. **Definitions** Some words and phrases used in these terms and conditions have certain meanings. We have set out the definitions of these words and phrases below.

Account means the account You have with Smart Referencing Limited for the provision of the Services and on which is recorded the details of orders.

Charges means Smart Referencing Limited's charges for providing Tenant Reference Reports or other Services.

Credit Data means any business or financial information and/or data supplied by Smart Referencing Limited relating to any Subject, including information gathered via a third party contained within each Tenant Reference Report or other report supplied by Smart Referencing Limited.

Tenant Reference Report means any report containing Reference Data and/or Credit Data in such format as may be decided by Smart Referencing Limited from time to time provided by Smart Referencing Limited to You pursuant to the provision of Services.

Credit Report means any report or data supplied that relates to a UK registered business (incorporated or not) for the purpose of another business assessing the report's subject suitability for credit status or other business assessment.

Database means Smart Referencing Limited's in house databases and any other Third Party Databases that Smart Referencing Limited may access to obtain either personal or business financial information from which it derives Credit or Reference Data.

Force Majeure means any circumstances not foreseeable and not within the reasonable control of Smart Referencing Limited, including, without limitation, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

Order means a request by You for Smart Referencing Limited to supply Services.

Services means any service provided by Smart Referencing Limited to You relating to Tenant Reference Reports, Credit Reports or other services offered by Smart Referencing Limited.

Service Hours means between the hours of 9am to 5pm on Mondays to Fridays and 9am to 12pm on Saturdays, excluding UK bank holidays.

Subject means any person, company or partnership established in the United Kingdom or any EU Member State whether trading or not.

Third Party Data means such Credit Data that Third Party Suppliers have supplied to Smart Referencing Limited and references or information supplied to Smart Referencing Limited in the process of assessing potential risk.

Third Party Suppliers means any third party supplier that licences or provides Third Party Data to Smart Referencing Limited.

We or Us or Our means Smart Referencing Limited.

Website means the website owned and operated by Smart Referencing Limited at www.smartreferencing.co.uk.

You or Your means the person, organisation or company to which We provide the Services to.

2. **COMMENCEMENT AND DURATION** These terms and conditions shall be deemed to have come into force when you access Your Account or place an order for Services and shall continue to be in force until terminated in accordance with these terms and conditions.
 - 2.1 We reserve the right to change these terms and conditions at any time by posting changes on the Website. It is Your responsibility to review the terms and conditions regularly to ensure You are aware of any variations. Your continued use of this Website or Our Services after a change has been posted will be deemed to signify Your acceptance of the modified terms and conditions.

3. **Services** Subject to the terms of this Agreement, We will use our reasonable endeavours to provide the Services to You during the Service Hours.
 - 3.1 The Services shall only be available outside the Service Hours via the Website.
 - 3.2 We may in Our sole discretion and without providing any reason refuse to provide the Services in respect of any order.
 - 3.3 The Tenant Referencing Services are only available to individuals, companies or organisations acting in the capacity of a landlord or letting agent.
4. **YOUR OBLIGATIONS** You agree not to do or facilitate or attempt to tamper with, disrupt or circumvent security of the Website and not to do or attempt to alter the content of any Tenant Reference Report or other report or data or otherwise act in bad faith. If You breach this clause, We may, without prejudice to any other rights or remedies available to Us:
 - 4.1 Suspend or terminate the provision of the Services to You, including any outstanding orders; and
 - 4.2 Refuse to supply You with Tenant Reference Report or a Credit Report notwithstanding that You may have paid the Charges.
5. **CREDIT DATA LICENCE** In consideration of the Charges, We grant You a non-transferable licence to use the Tenant Reference Report Data and Credit Report supplied as part of the Services.
 - 5.1 You agree to use the Tenant Reference Report Data and Credit Report solely for Your own internal business use. You further agree not to use store copy sell redistribute or deal with the Tenant Reference Report Data in any other manner other than in the report format provided by Us.
 - 5.2 You undertake to keep the Tenant Reference Report Data confidential and limit access to those who either have a need to know or are engaged in its use, in accordance with the Data Protection Act. For further information concerning this act you can visit www.ico.gov.uk.
6. **CHARGES** You will pay the Charges when placing an order with Smart Referencing Limited unless account facilities have been granted as a registered user.
 - 6.1 If you are an account customer the Charges will be calculated for you for that month.
 - 6.2 If you are a registered customer we shall invoice You from time to time in respect of the Charges and You shall settle such invoice in full (without deduction or set-off) within 7 days of the date of each invoice.
 - 6.3 If any invoice issued in accordance with clause 6.2 shall remain outstanding for a period of 30 days or greater, interest shall accrue on such amount as is outstanding at a rate of 4% per annum above the base lending rate of Lloyds Bank from time to time. Such interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay interest immediately on demand by Us.
7. **INTELLECTUAL PROPERTY** You acknowledge that all intellectual property rights subsisting in the Tenant Reference Report, the Credit Reports and the Database (including the manner in which the Credit Data, Credit Reports and Database are respectively presented or displayed) whether or not capable of registration, are either Our property or the property of a Third Party Supplier, as the case may be. You shall not at any time challenge or dispute Our ownership or the ownership of any Third Party Supplier of any such rights.
8. **USE OF WEBSITE** We do not make any warranty or representation that information on the website, or obtained via the website is appropriate for use in any jurisdiction other than Great Britain. By accessing the website, You warrant and represent to Us that you are legally entitled to do so and to make use of information made available via the website.
 - 8.1 We will endeavour to make this Website and our Services continuously available but We cannot and do not guarantee continuous operation free from any interruptions or errors.
9. **LIABILITY FOR REFERENCE / CREDIT DATA** The Tenant Reference Report, Credit Report and/ or Credit Data may in whole or in part be compiled from or contain advice or opinions based on Third Party Data, the accuracy or completeness of which We are unable to verify. You agree that You will not make any of Your decisions based solely on the Reference / Credit Data and that You will make your own evaluation and decision on the suitability of each prospective tenant.
 - 9.1 Whilst we shall use our reasonable endeavours to ensure that the Reference / Credit Data is accurate and complete, We do not warrant the accuracy of any Reference / Credit Data supplied to You or the validity of

any advice or opinion contained in the Tenant Reference Report / Credit Data. Accordingly, We shall not be liable for any reliance on or error or omission in the Tenant Reference Report / Credit Data contained in any Tenant Reference Report.

- 9.1 Any times or dates quoted for the delivery of the Services are approximate only and We shall not be liable for any delay or failure by Our officers, employees or agents in delivering by whatever means the Tenant Reference Reports howsoever caused.
- 9.2 We shall not be liable for any loss of or damage to: (a) business; (b) loss of profit; (c) loss of contract; or (e) loss of goodwill or any type of indirect or consequential loss (including loss or damage You or Your customers may suffer as a result of a claim by a third party) even if such loss was reasonably foreseeable or You or Your customers had advised Us of the possibility of incurring the same.
- 9.3 In any event, Our aggregate liability in respect of any Order shall be limited to the Charges paid or payable by You in respect of the Order giving rise to the claim and the parties agree that such limitation of liability is fair and reasonable in all the circumstances.
10. **LAW AND JURISDICTION** This Agreement and any relevant policies and notices shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.
11. **ENTIRE AGREEMENT** These terms and conditions constitute the sole record of the agreement between You and Us in relation to your use of the Website and our Services. Neither You nor Us shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between You and Us in respect of your use of the Website and Our Services.
12. **INVALIDITY** If any provision of this agreement is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this agreement in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this agreement shall not be affected in any other jurisdiction.
13. **TERMINATION** Without prejudice to any rights that have accrued under this agreement, We may terminate Your entitlement to receive the Services at any time. We will fulfil any outstanding orders for Tenant Reference Reports unless:
- 13.1.1 We suspect that Your account is being used fraudulently or for the purpose of fraud; or
- 13.1.2 You fail to pay any amount due under this agreement and remains in default not less than 30 days after being notified to make such payment; or
- 13.1.3 You commit a material breach of any material term of this agreement and (if such breach is remedial) fail to remedy that breach within a period of 14 days after being notified to do so.
- 13.2 As soon as this agreement is terminated:
- 13.2.1 We will invalidate your account.
- 13.2.2 You must destroy or return to Us all copies of any Tenant Reference Report or other reports and data received under this agreement.
14. **CONSENT** By using our Tenant Referencing Service You agree that you have obtained the necessary permissions from your prospective tenant and/or guarantor to allow Smart Referencing Limited or their approved agents to search the files of one or more Credit Referencing Agencies, to contact their employers, current or past Landlords and/or any other person or organisation Smart Referencing Limited or its agents deems necessary to assess their suitability to become a tenant.