



barbon
insurance group

**APPLICANT VERIFICATION
SERVICES**
TERMS AND CONDITIONS OF USE



Contents

1. Interpretation and Definitions
2. Commencement and Term
3. Recitals and Relationship
4. Services
5. Systems and Software
6. Intellectual Property Rights
7. Letting Agent Data
8. Your Obligations
9. Warranties of the Letting Agent
10. Our Warranties
11. Charges
12. Confidentiality and Data Protection
13. Governing Law and Jurisdiction
14. Indemnity
15. Limitation of Liability
16. Marketing
17. Rights of Third Parties
18. Assignment and Sub-contracting
19. Enforceability
20. Force Majeure
21. Entire Agreement

APPLICANT VERIFICATION SERVICES TERMS AND CONDITIONS

This *Agreement* is entered into between the following parties:

Letsure Limited, whose registered address is Hestia House, Edgewest Road, Lincoln, LN6 7EL, Registered in England under number 03135797.

And

The party named under this Agreement
(Hereinafter referred to as the "*Referencing and Rent Guarantee Agent*")

1. Interpretation and Definitions

1.1 Within this *Agreement*, unless otherwise stated, the following words or expressions shall have the meaning set against them:

We, Us and **Our** refers to Letsure Limited

You and **Your** refers to the Letting Agent specified in this Agreement.

Together **We** and **You** are referred to as **Both Parties** or **Us Both**.

Agreement refers to these Terms and Conditions of use and any attached schedules and special conditions. Use of the Service is deemed as Your acceptance of this Agreement.

Applicant means the individual who will be the subject of the Service.

Authorised Users means the total number of Your employees licensed simultaneously to access the Services on behalf of You hereunder.

Business Day means Monday to Friday inclusive, excluding bank or public holidays in England.

Business Hours mean 9:00am to 5:30pm on any Business Day.

Client ID means Your account number, identification codes and passwords as may be notified to You from time to time and enabling You to access the Services.

Data means any and all information relating to a specified individual including personal data, which You and/or the Applicant shall input onto the Website or which is made available to Us as part of the Services.

Documentation means the written and online descriptions of the features, functions and methods of operation of Software and Services provided or used by Us hereunder.

Index means the Average Weekly Earnings Index, published by the Office for National Statistics.

Letting Agent Data means any and all Data belonging to You

Letting Agent System means the software, network, network hardware, personal computers and associated peripheral products owned by or licensed to You and located at Your premises.

Report means the document or information to be made available on the Website or, if detailed within Schedule 1, in hard copy by Us setting out the results of the Services.

Services means the identity document verification services as detailed within Schedule 1.

Use means in relation to the machine readable portion of software, reproduction through any act of loading, displaying, running, transmitting or storage, in whole or in part pursuant to this Agreement for the purposes of processing the instructions contained in the software and Your Data and the receipt of the Services.

User ID means an individual identification code provided to an Authorised User to enable them to access the Services via the Website.

Website means the website owned by Our sub-supplier entitled www.PeopleChecking.com or any other website through which the Services will be provided as may be notified to You by Us from time to time.

1.2 Reference to Clauses shall be to clauses of this Agreement and reference to Schedules shall be to schedules of this Agreement.

1.3 The headings and sub-headings used in this Agreement are for reference and convenience only and shall not affect the interpretation of this Agreement.

1.4 As used in this Agreement the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

2. Commencement and Term

2.1 This Agreement comes into effect once the Service is used by You and shall remain in force for the duration of the use of the service.

3. Recitals and Relationship

3.1 For purposes of this Agreement, We only engage in identity document verification services as defined in the Services

3.2 You wish to use the Services in accordance with the terms and conditions of this Agreement.

- 3.3 We hereby permit You to use the Services in accordance with the terms and conditions of this Agreement.
- 3.4 Nothing in this Agreement shall be construed as creating any partnership or joint venture between Us Both nor the relationship of employer and employee.
- 3.5 Both parties undertake to act in good faith and with all due care, skill and diligence and in accordance with any regulatory and legal requirements.

4. Services

- 4.1 We do not warrant the accuracy or the content of any Report or associated information provided by Us to You as a result of the performance of the Services and You hereby acknowledge and agree that the information inherent in the Reports or associated information has been provided by a third party whose responsibility it is to ensure the accuracy of the information therein. We hereby exclude any and all liability for any and all losses, costs, expenses, claims incurred by You as a result of or arising from the accuracy and/or content of any Report in relation to the validity of an identity document or otherwise including any claims made by an Applicant or other third party as a result of or arising from the existence or content of a Report and You hereby agree to indemnify Us in respect of any such liabilities, losses, costs, expenses and claims.

5. Systems and Software

- 5.1 In relation to Software:
- 5.1.1 We hereby grant to You for the use of the services and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow You to use the software.
- 5.1.2 The rights provided under this clause 5 are granted to You only, and shall not be considered granted to any subsidiary or holding company of Yours; and
- 5.1.3 Unless and in which case only to the extent expressly permitted by this Agreement, You shall not, nor permit any third party to:
- i) attempt to duplicate, modify or distribute any portion of the Software; or
 - ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-understandable form any of the Software, except in those circumstances in which it is, and then only to the extent it may be, allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - iii) Use the Software or Documentation nor shall You use the Software or Documentation on behalf of or for the benefit of any such third party, in any way whatsoever; or
 - iv) transfer, temporarily or permanently, any of its rights under this Agreement; or
 - v) permit or assist any third party to obtain access to the Software.
- 5.1.4 You shall follow all reasonable instructions given by Us from time to time with regard to the use of the Software. You shall permit Us from time to time to verify that the use of the Software is within the terms of this Agreement.

6. Intellectual Property Rights

- 6.1 Unless expressly provided in this Agreement, each Party agrees that it neither has nor will obtain any rights in or to any of the Other Party's Intellectual Property Rights or confidential information.
- 6.2 All Intellectual Property Rights in the Website, Services, the Software and the format of the Reports shall remain Our and Our licensors sole and exclusive property and You are granted a non-exclusive, non-transferable licence to use the Software in accordance with the terms of this Agreement.
- 6.3 We or Our sub-supplier, as appropriate, shall own all Intellectual Property Rights in any modifications, alterations or adaptations made to the Website, Services and the Software.
- 6.4 You shall follow all reasonable instructions given by Us from time to time with regard to the use of trademarks owned by Us and/or our sub-suppliers and other indications of the property and rights of Ours and/or our sub-suppliers.

7. Letting Agent Data

- 7.1 The Parties agree that You or Your third party as appropriate shall own all right, title and interest, including but not limited to the Intellectual Property Rights, in the Data, a) made available to Us as part of the Services, and b) which You shall input using the Letting Agents System and the Software, and c) all Data content output by the Software as a result of the processing of a) and b).
- 7.2 We shall at all times, whether during the Term and after expiry or earlier termination of this Agreement, keep secure the backup files of any Letting Agents Data and shall arrange for the deletion

or destruction of such Letting Agents Data within timescales commensurate with Our established backup processes, policies and procedures and legislative requirements.

- 7.3 We and You shall each take reasonable precautions (having regard to the nature of their other respective obligations (if any) set out in this Agreement) to preserve the integrity of the Data and to prevent any corruption or loss of the Data.
- 7.4 Where You access Data using facilities not under the control of Us (e.g. via the internet), You shall be required to ensure the security of the Data. We shall not be responsible for corruption or loss of Data arising as a result of the use of such facilities.
- 7.5 You acknowledge and agree that risk of loss in relation to the Reports passes to You upon the first provision of each Report in electronic format or otherwise to You.

8. Your Obligations

- 8.1 You shall:
 - 8.1.1 co-operate with Us in the provision of the Services and without charge to Us provide promptly all Data, information, documentation and assistance reasonably requested by Us to enable it to fulfil Our obligations under this Agreement;
 - 8.1.2 be responsible for ensuring that all consents and licences necessary for the proper performance of the Services by Us are obtained and maintained, including but not limited to, all consents and licences in respect of any Data (where appropriate) and Letting Agents Data;
 - 8.1.3 keep the Client ID secure at all times and ensure that these are made available only to authorised individuals and ensure that all User IDs are made available only to the relevant Authorised User, are kept secure at all times and used only for the benefit of You. We shall not be liable for any losses arising as a result of any unauthorised use of the Client ID if We become aware of any unauthorised or improper use of the Client ID.

9. Warranties of the Letting Agent

- 9.1 You warrant to Us that:
 - 9.1.1 You are empowered, authorised (whether by law or otherwise) and entitled to execute this Agreement and grant the various rights provided for hereunder at the Commencement Date and thereafter during the Term;
 - 9.1.2 You have disclosed all relevant information to Us in relation to the Services and that to the best of your knowledge, all information provided by You to Us, including but not limited to that relating to the Applicant is true, accurate and complete and contains no material errors or omissions;
 - 9.1.3 You shall use reasonable skill and care in the exercise of Your responsibilities under this Agreement and all services, information and assistance shall be provided by appropriately qualified and experienced personnel with all due skill, care and diligence considered appropriate in the circumstances;
 - 9.1.4 You have complied in full with Your obligations under the Data Protection Act 1998 including but not limited to obtaining prior written consent of the Applicant authorising, where appropriate, the performance of the Services by Us and shall indemnify Us in full in respect of any and all losses, costs, claims and expenses We incur as a result of Your failure to comply with this warranty;
 - 9.1.5 You will maintain appropriate technical and organisational security measures and procedures to prevent Your Client ID being accidentally given to or used by unauthorised people;
 - 9.1.6 You will inform Us as soon as You become aware that anyone has found out or used Your Client ID or a User ID without Your permission, or if any equipment You use to access the Service is stolen.

10. Our Warranties

- 10.1 We warrant that:
 - 10.1.1 We are empowered and entitled to enter into and to perform this Agreement and this Agreement is executed by Our duly authorised representative(s);
 - 10.1.2 the Services will be provided in a professional and workmanlike manner in accordance with the terms and conditions of this Agreement;
 - 10.1.3 We are not aware as at the date of this Agreement of any matters within Our reasonable control which would affect Our ability to perform Our contractual obligations under this Agreement;
 - 10.1.4 the Services shall be performed in compliance with all applicable laws, statutory enactments, orders, regulations and other similar instruments;

- 10.1.5 We shall discharge Our obligations set out in this Agreement using reasonable skill and care and without limiting the generality of this clause 10, in accordance with Our established internal practice and procedures;
- 10.2 Except as expressly stated in this Agreement, all other conditions, warranties and representations whatsoever whether expressed or implied statutory or otherwise which relate in any way directly or indirectly to the performance or receipt of the Services or provision of the product are hereby excluded to the extent permitted at law.
- 11. Charges**
- 11.1 We reserve the right to charge for the use of the Service. Any charge made will be notified to you in writing 28 days before being implemented.
- 11.2 In consideration of Us providing the Services You shall pay Us any agreed transactional charges as notified to you in a monthly invoice.
- 11.3 Payment will be made by You within the agreed payment terms.
- 11.4 You shall not withhold payment of any validly rendered invoice provided by Us in accordance with this Agreement, unless You have a bona fide dispute with any invoice or part thereof, and in such instance You shall make payment without delay of the undisputed portion of such invoice. The Parties agree the dispute shall be resolved as soon as reasonably possible and each Party shall act promptly and reasonably in endeavouring to achieve such resolution. If the dispute resolution results in payment being due and owing by You, You shall immediately make full payment of all sums withheld.
- 12. Confidentiality and Data Protection**
- 12.1 Both Parties shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed or used other than for the purposes of this Agreement.
- 12.2 The obligations of confidentiality set out in clause 12 shall not apply to any information or matter which:
- 12.2.1 is at the commencement date in or thereafter enters the public domain other than by breach of this clause 12;
- 12.2.2 is in the possession of the receiving party prior to the date of receipt from the disclosing party or, is rightfully acquired by the receiving party from sources other than the disclosing party;
- 12.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 12.2.4 either Party is required by statute to disclose;
- 12.2.5 was independently developed by the disclosing party without access to the Confidential Information.
- 12.3 For the purposes of this Agreement the terms "personal data", "data controller" and "data processor" shall have the meanings prescribed under the Data Protection Act 1998 and all related and subordinate legislation as amended or re-enacted from time to time (together the "DPA"). Both Parties agree that for the purposes of the DPA We and/or our sub-supplier (as the case may be) shall at all times be a data processor and You shall be a Data Controller.
- 12.4 In so far as We and/or our sub-supplier (as the case may be) process any Personal Data on behalf of You, We shall and shall ensure any such sub-processor shall at all times:
- 12.4.1 comply with the provisions of the Seventh Data Protection Principle set out in the DPA and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and
- 12.4.2 comply with the provisions of the Eighth Data Protection Principle set out in the DPA by providing an adequate level of protection to any Personal Data that is transferred to Us
- 12.4.3 process Personal Data for and on behalf of You in accordance with and for the purpose of performing this Agreement and only to use such Personal Data in accordance with the instructions contained in this Agreement or received from You from time to time; and
- 12.5 You shall ensure:
- 12.5.1 any Personal Data which You supply or disclose to Us has been obtained fairly and lawfully and that You have obtained all necessary consents including any obligation You have as Data Controller to notify the Applicant that their Personal Data may be processed outside of the European Economic Area (EEA), and

12.5.2 You otherwise comply with the DPA to enable You to supply or disclose such Personal Data to Us and for Us to process such Personal Data in accordance with this Agreement.

13. Governing Law and Jurisdiction

13.1 No action regardless of form arising out of this Agreement may be brought by Either Party more than two years after the Party concerned becomes aware or should reasonably have become aware of the facts constituting the cause of action. However, where applicable law prohibits this two year time limit the minimum period of time permitted by such law shall apply.

13.2 The construction, validity and performance of this Agreement shall be governed in all respects by English Law and any proceedings arising out of or connected with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

14. Indemnity

14.1 You shall indemnify Us, keep Us indemnified and hold Us harmless against any liability claims, loss, damage, costs and expenditure incurred in respect of, arising out of or otherwise connected with:

14.1.1 any failure by You to observe any of Your obligations contained in this Agreement;

14.1.2 Your misrepresentation, negligence, dishonesty, misconduct or fraud or that of Your employees or representatives.

15. Limitation of Liability

15.1 We shall accept liability in respect of this Agreement as set out in the following clauses, which also sets out Our limits to such liability:

15.1.1 no limit on liability for death or personal injury, to the extent caused by negligent error or omission, breach or default, of Us.

15.2 We shall not be liable for any loss, costs or damage howsoever arising from the failure of any third party to fulfil its obligations to You under any agreement between You and such third party.

16. Marketing

16.1 Any use of Our name or description of the Services in any literature, website, communication or press release shall only be permitted with Our express prior written approval.

17. Rights of Third Parties

17.1 A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

18. Assignment and Sub-contracting

18.1 Neither Party shall assign, novate, dispose of, sub-licence, sub-contract or otherwise transfer this Agreement nor any or all of their rights and obligations hereunder to any third party without prior written consent of the other (such consent not to be unreasonably withheld or delayed), save that We may assign, sub-contract or transfer this Agreement or any or all of Our rights and/or obligations under it to any company in the group of companies of which We are a part and/or to our sub-supplier (as the case may be) without Your consent.

18.2 Nothing in this Agreement, or otherwise, shall entitle You to make any representations or warranties on Our behalf or enter into any contract or agreement on Our behalf in relation to the Services.

18.3 It is expressly agreed that e may assign absolutely or by way of security and in whole or in part the benefit of any amounts which are from time to time due and payable by You under this Agreement together with Our rights, title and interest hereunder. Notwithstanding any such assignment, We will remain liable for all Our obligations under this Agreement.

19. Enforceability

19.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be unenforceable, such provision or provisions shall be ineffective only to the extent of such unenforceability, without invalidating the remainder of such provision or provisions had never beenj contained herein, unless such a construction would be unreasonable.

20. Force Majeure

20.1 Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its control (a "Force Majeure Event") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this Agreement.

21. Entire Agreement

21.1 This Agreement sets out the entire Agreement between Us Both in connection with the subject matter referred to in it and supersedes all prior discussions, statements, representations (excluding fraudulent misrepresentations), terms and conditions, proposals, communications and understandings whenever given and whether orally or in writing. No amendment to this Agreement shall be effective unless made in writing and signed by a duly authorised officer of each of the parties hereto.

SCHEDULE 1

Document Scan

ID DocumentScan is a fast and user-friendly document verification tool. To authenticate an ID document, You simply upload a scan to ID DocumentScan online. You subsequently complete the steps of the inspection process and compare the document to several high-resolution reference images.

ID DocumentScan generates a detailed inspection report for each ID document. It also creates an overview of all identity checks carried out to date. The overview specifies the name of the inspecting party as well as the features inspected. Should the need arise, You can furnish UK Border Agency with these documents.