

## Legal Terms and Conditions

Glanty limited, trading as 9yds.

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## 9YDS – PRIVACY POLICY

Glanty Limited trading as “9yds” (“We”) are committed to protecting and respecting your privacy.

This policy (together with our terms of website use and any other documents referred to on it) sets out the basis on which any personal data We collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how We will treat it. By visiting [www.9yds.co.uk](http://www.9yds.co.uk) you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the “Act”), the data controller is Glanty Limited trading as “9yds” of 4 Prince Albert Road, London NW1 7SN.

### 1) INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- a) information you give us. You may give us information about you by filling in forms on our site [www.9yds.co.uk](http://www.9yds.co.uk) (“our site”) or by corresponding with us (for example by phone, e-mail or otherwise). This includes information you provide when you register to use our site, subscribe to any of our services, search for a service, upload any content to our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.
- b) information We collect about you. With regard to each of your visits to our site We may automatically collect the following information:
  - i) technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
  - ii) information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); items you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.
- c) information We receive from other sources. We may receive information about you if you use any of the other websites We operate or the other services We provide. In this case We will have informed you when We collected that data that it may be shared internally and combined with data collected on this site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

### 2) COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies We use and the purposes for which We use them see our [Cookie Policy](#).

### 3) USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- a) information you give to us. We will use this information:
  - i) to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
  - ii) to provide you with information about other goods and services We offer that are similar to those that you have already purchased or enquired about;
  - iii) to provide you, or permit selected third parties to provide you, with information about goods or services We feel may interest you. If you are an existing customer, We will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where We permit selected third parties to use your data, We (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which We collect your data (the order form and/or registration form);
  - iv) to notify you about changes to our service;
  - v) to ensure that content from our site is presented in the most effective manner for you and for your computer.
- b) Information We collect about you. We will use this information:
  - i) to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - ii) to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
  - iii) to allow you to participate in interactive features of our service, when you choose to do so;
  - iv) as part of our efforts to keep our site safe and secure;
  - v) to measure or understand the effectiveness of advertising We serve to you and others, and to deliver relevant advertising to you;
  - vi) to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
  - vii) Information We receive from other sources. We may combine this information with information you give to us and information We collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information We receive).

### 4) DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

We may share your information with selected third parties including:

- a) Business partners, suppliers and sub-contractors for the performance of any contract We enter into with them or you.
- b) Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to

our advertisers, but We may provide them with aggregate anonymous information about our users (for example, We may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data We have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

- c) Analytics and search engine providers that assist us in the improvement and optimisation of our site.
- d) Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you or if this is part of the service We are providing.

We may disclose your personal information to third parties:

- a) In the event that We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets.
- b) If Glanty Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- c) If We are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- d) In order to:
  - i) enforce or apply our Terms of Website Use,
  - ii) Tenant Terms and Conditions of Service,
  - iii) Landlord Terms and Conditions of Services and other agreements; or
  - iv) protect the rights, property, or safety of Glanty Limited trading as "9yds", our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## 5) WHERE WE STORE YOUR PERSONAL DATA

The data that We collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. These staff may be engaged in, among other things, the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Glanty Limited trading as "9yds" will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology. Where We have given you (or where you have chosen) a password that enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect your personal data, We cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once We have received your information, We will use strict procedures and security features to try to prevent unauthorised access.

Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

#### 6) YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if We intend to use your data for such purposes or if We intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can also exercise the right at any time by contacting us at 9yds, PO box 459, Gravesend DA12 9JW or [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which our services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that We do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services. Please check these policies before you submit any personal data to these websites or use these services.

#### 7) ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information We hold about you.

#### 8) CHANGES TO OUR PRIVACY POLICY

Any changes We may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by SMS or by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

#### 9) CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to 9yds, PO box 459, Gravesend DA12 9JW or [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).

## 9YDS – TENANT TERMS AND CONDITIONS OF SERVICE

These terms and conditions (together with our Terms of Website Use, Privacy Policy, Acceptable Use Policy and Cookie Policy set out information about us and the legal terms and conditions (“Terms”) on which We supply our Referencing Services (as defined below) listed on our Website [www.9yds.co.uk](http://www.9yds.co.uk) (“our site”) to you.

You should print a copy of these Terms or save them to your computer for future reference.

These Terms will apply to any contract between us to use our Referencing Services (“Contract”). Please read these Terms carefully and make sure that you understand them, before you use our Referencing Services. Please note that before you use our Referencing Services you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to use our Referencing Services.

We amend these Terms from time to time as set out in clause 17. Every time you wish order our Referencing Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms are only in the English language.

### 1) INFORMATION ABOUT US

- a) We operate the Website [www.9yds.co.uk](http://www.9yds.co.uk). We are Glanty Limited trading as 9yds, a limited company registered in England and Wales under company number 05562443 and We have our registered office at 4 Prince Albert Road, London NW1 7SN. Our VAT number is 928289676.
- b) Contacting us if you are a consumer:
  - i) if you wish to contact us for any reason, including because you have any complaints, you can contact us by e-mailing us at [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk);
  - ii) if We have to contact you or give you notice in writing, We will do so by e-mail or by pre-paid post to the address you have provided to us.
  - iii) Contacting us if you are a business.

You may contact us by e-mailing us at [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk). If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 34.

### 2) DEFINITIONS AND INTERPRETATION

- a) The definitions and rules of interpretation in this clause apply in these Terms.

“Referencing Fee” means the one-off fee payable for the Referencing Services as set out on our site (as amended from time to time);

“Referencing Services” means the referencing services provided by us to assist you to enter a Tenancy Agreement with a Landlord;

“Intellectual Property” means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by us subsisting anywhere in the world in respect of the Referencing Services together with any current applications for any registerable items of the foregoing;

“Property” means the residential property in respect of which the Referencing Services are to be used;

“Regulations” means laws and regulations applicable to the Referencing Services;

“Tenancy Agreement” or “Tenancy” means the written contract to be entered into between you and the Landlord setting out the terms of the tenancy;

“Tenant” means the person or persons or business who rents, or will potentially rent, the Property for the term agreed in the Tenancy Agreement;

“Third Party” means a third party that is organised to undertake any Services coordinated by us;

“Landlord” means the person who rents out, or will potentially rent out, the Property to you for the term agreed in the Tenancy Agreement; and

“Guarantor” means the person or multiple individuals or organisation who guarantees the Tenant’s obligations under the Tenancy Agreement.

References to clauses and schedules are to the clauses of and schedules to these Terms.

Headings are for convenience only and shall be ignored in interpreting these Terms.

The schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms.

Any reference to these Terms includes the schedules.

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

### 3) USE OF OUR SITE

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

### 4) HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

### 5) IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

If you are a consumer, you may only use our Services if you are at least 18 years old.

### 6) IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

- a) if you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our Services;
- b) these Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter;

- c) you acknowledge that in entering into a Contract or by using our Services you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them;
- d) you and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

#### 7) KEY TERMS

You may only use our Referencing Services if you are at least 18 years old or fall 18 during the term of the initial tenancy.

You acknowledge and agree that any disputes that arise in relation to the Tenancy Agreement between you and the Landlord are a private matter between you and the Landlord and We are under no obligation to become involved in such a dispute. You hereby release and forever discharge, all and/or any actions, claims, rights, demands, damages (actual and consequential) and set-offs arising out of or connected with such disputes.

#### 8) HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

Our site pages will guide you through the steps you need to take to use order the Referencing Services on our site. The process allows you to check and amend any errors before submitting your order for the Referencing Services. Please take the time to read and check your proposed order at each page of the process.

After you submit your order to us, 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 below.

We will confirm our acceptance to you by sending you an e-mail that confirms that the order has been accepted ("Acceptance Confirmation"). The Contract between us will only be formed when We send you the Acceptance Confirmation.

If we are unable to accept your order, We will inform you of this by e-mail and We will not process your order.

You acknowledge and agree that you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the Contract is fully performed.

#### 9) REFERENCING SERVICES

- a) The payment of the Referencing Fee is made by yourself as confirmation that you wish to enter into negotiations with the Landlord, in respect of the property, but does not constitute an acceptance nor formally agree to proceed with the Tenancy. Once the Referencing Fee has been paid, the Property will be advertised as 'let by' unless otherwise stated.
- b) You authorise us to apply for references and make any necessary enquiries to assess your suitability for entering into a Tenancy agreement. You should seek independent advice where necessary in order to ensure you understand and adhere to these terms and conditions and also conditions of the Tenancy Agreement.
- c) The Reference Fee is non-refundable if; you or related tenants or guarantors fail to respond or supply, within 72 hours from the start date of the initial reference (unless otherwise agreed with the Landlord), any additional information, including any documentation requested by us or any Third Party reference organisation employed by us, or; you withdraw

from the negotiation, or; if you have been misleading or false in any of the information you have provided to us or any third party credit referencing company employed by us. Furthermore in the event that you withhold or attempt to conceal detrimental information regarding county court judgements, rent/mortgage arrears or any other debts or information which may lead to an unsatisfactory reference.

#### 10) PROPERTY INFORMATION

You acknowledge and agree that you have made the necessary enquiries regarding the property and its specifications meet your requirements to proceed into a Tenancy Agreement.

Unless stated, all properties will be unfurnished. Unfurnished properties may contain white goods however you must make full enquiries with the Landlord before proceeding with the Tenancy Agreement.

If the property is empty at the time of viewing and unless otherwise stated, this will be the condition that the property will be made available at the start of the Tenancy.

#### 11) UTILITIES & SERVICES

At the commencement of the Tenancy, you are responsible for registering with utility providers and the payment of (where applicable and unless otherwise agreed with the landlord); gas and oil, electricity, council tax, television license, telephone line, broadband internet access and any other subscription services.

#### 12) TENANCY AGREEMENT

The Agreement will be an Assured Shorthold Tenancy (AST) for an initial period of no less than six months. The tenant, guarantor and landlord are required to adhere to the terms of the Tenancy Agreement without exception. Sample copies of the Tenancy Agreement are available for review, prior to commencement of the Tenancy and upon request. You must seek legal advice if there is any element of the Tenancy Agreement that you are unsure of.

#### 13) FINANCE

- a) Payment for services;
  - i) All payments made in respect of services purchased are done so through a third party merchant service provider, with funds being credited to our business account. By using these merchant service, you agree to adhere to their terms of business of use.
  - ii) All fees and charges are quoted inclusive of VAT
- b) Rent and Deposit;
  - i) All payments made are done so through a third party merchant service provider, with funds being credited to our account.
  - ii) Any rent and deposit received will be transferred to our designated client account, held in a financial institution authorised under the Financial Services and Markets Act 2000.
  - iii) On receipt of your advance rent and deposit payment, We will make payment to the landlord's nominated bank accounts, within 15 days of the tenancy start date.
  - iv) All funds taken as a deposit, will be transferred to the landlord in order for the deposit to be transferred and held in the specified bank account as detailed by the landlord. This will depend on the type of deposit scheme, being custodial or insurance.
  - v) You must contact us within 3 days of the tenancy start date if there is any discrepancy relating to the move in in order for us to suspend the processing of any payment due to the Landlord under your tenancy.

- vi) If after the tenancy agreement has been signed and you have not been provided with keys to the property on the start date of the tenancy agreement, you must contact us to ensure; you exercise your right to cancel the agreement; We can investigate the cause of any delay; We can determine whether the tenancy is still going ahead.

In the event that you need to exercise your right to cancel, please see clause 14.

#### 14) YOUR RIGHT TO CANCEL

This clause only applies if you are a consumer.

Any party has the right to cancel any Contract with 9yds and/or between all parties, within 14 days without giving any reason.

The right to cancel will become void following the commencement of the Tenancy, including taking occupancy.

The cancellation period will expire after 14 days from the day of the conclusion of the Contract, as set out above.

To exercise the right to cancel, you must inform us at: 9yds, PO box 459, Gravesend DA12 9JW. Telephone: 0333 006 3000, Email: [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk), of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form (set out at Schedule 1), but it is not obligatory.

You can also electronically fill in and submit the model cancellation form or any other clear statement on our Website [www.9yds.co.uk](http://www.9yds.co.uk). If you use this option, We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### 15) EFFECTS OF CANCELLATION

If you cancel a Contract, We will reimburse to you, all payments received from you in respect of that Contract.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which We are informed about your decision to cancel the Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

You have requested that We begin the performance of Referencing Services during the cancellation period, and therefore you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from the Contract, in comparison with the full coverage of the Contract.

#### 16) HOW TO PAY

You may pay for the Referencing Services using any of the methods shown on our site from time to time. These methods include: PayPal, Debit and Credit Card

#### 17) OUR RIGHT TO VARY THESE TERMS

- a) We amend these Terms from time to time.
- b) Every time you wish to purchase our Referencing Services, the Terms in force at the time will apply.

#### 18) TENANT'S OBLIGATIONS

- a) You undertake and agree with us at all times during the term of these Terms:
  - i) To provide us with accurate, truthful and full information requested of you as part of the Referencing Services;
  - ii) To take such reasonable precautions in relation to your safety and security as are appropriate when meeting with a Landlord;
  - iii) If you are a business, to indemnify us against any liabilities incurred by us as a result of you breaching any law from time to time in force or the incurring of that which is otherwise not authorised by us hereunder;
  - iv) To comply with all of our help guides and reasonable and lawful instructions from time to time concerning the use of the Services;
  - v) To notify us, in writing or by email, of any change to their contact details; including, telephone numbers, postal and email addresses. We cannot be held liable for loss of information where you have not notified us of any changes to the information being held.
  - vi) To provide us when requested, any additional information We require in order to satisfy money laundering regulations.

#### 19) THIRD PARTY

From time to time, We may employ a Third Party to carry out procedures necessary for the effective provision of the Services. We will not be held responsible for any loss or damage that you suffers through the act or any default or negligence of any Third Party which may arise including but not limited to any bank or building society, any referencing agent, inventory company, maintenance contractor or gas and electrical engineer.

We will only instruct a Third Party who is competent and fully qualified to carry out their necessary duties and We require proof from such party of any specific certification to ensure this.

#### 20) PRINCIPAL UNDERTAKINGS

- a) Provided that you pay to us the Referencing Fee, We undertake and agree with you during the term of these Terms:
  - i) To act at all times in our relations with you dutifully and in good faith; and
  - ii) To provide you with the Referencing Services that you have paid for but where appropriate, to inform you, within a reasonable time if any of the Referencing Services will not be performed or made available, and of the reason for such non-performance.

#### 21) COMPLIANCE WITH LAWS AND REGULATIONS

We shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the provision of the Referencing Services.

You shall comply with all Regulations concerning the use of the Referencing Services and with all and any conditions binding on you in any licences, registrations, permits and approvals.

#### 22) INTELLECTUAL PROPERTY

- a) You acknowledge and agree that your use of use of any interactive services provided as part of the Referencing Services and any content or material uploaded by you will, for the avoidance of doubt, be subject to our Terms of Website Use and Acceptable Use Policy.
- b) You acknowledge and agree that our rights to the Intellectual Property used on or in relation to the Referencing Services and our business and the goodwill connected with that are our property.
- c) You accept that:
  - i) You are only permitted to use the Intellectual Property for the purposes of and during the term of these Terms and only as authorised by us hereunder;
  - ii) Other than to that extent, you have and shall have no right to use or to allow others to use the Intellectual Property or any part of it. You shall not seek to register any Intellectual Property on behalf of us without our express consent;
  - iii) You shall not use any trademarks, trade names or get-up which resemble our trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
  - iv) You shall not remove, alter or otherwise tamper with any trademarks, trade names, logos, numbers or other means of identification on the Referencing Services and shall not place any trade mark or trade name of your own on the Referencing Services; and
  - v) You shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property.

#### 23) DURATION AND TERMINATION

- a) These Terms shall come into effect on the date the Contract for Referencing Services is formed between us in accordance with clause 8. Subject to clause b, these Terms shall continue in force until the reference, produced as part of the Referencing Services, has been provided to the Landlord.
- b) We may give notice in writing to you terminating these Terms with immediate effect if:
  - i) You commit any serious breach of any of the terms of these Terms;
  - ii) You fail to make any payments due under these Terms;
  - iii) You purport to assign your rights or obligations under these Terms; or
  - iv) You act in an unlawful, abusive, threatening or unethical way any party involved in this transaction.

#### 24) EFFECTS OF TERMINATION

- a) Termination of these Terms, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.
- b) On termination of these Terms for any reason, you shall cease to use all of the Referencing Services.
- c) Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under these Terms.

## 25) ENTIRE AGREEMENT

These Terms constitutes the entire understanding between the parties with respect to the subject matter of these Terms and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

## 26) EVENTS OUTSIDE OUR CONTROL

- a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.
- b) 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 or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- c) If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
  - i) We will contact you as soon as reasonably possible to notify you; and
  - ii) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- d) 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.

## 27) ASSIGNMENT

You shall not assign, transfer, charge or deal in any other manner with these Terms or your rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegates of any or all of your obligations under these Terms.

## 28) FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under these Terms.

## 29) WAIVER

The failure of a party to exercise or enforce any right under these Terms shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

## 30) SEVERABILITY

Each of the paragraphs, clause, sub clause, of 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.

### 31) RIGHTS OF THIRD PARTIES

These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

### 32) OUR LIABILITY TO YOU IF YOU ARE A BUSINESS

THIS CLAUSE 32 ONLY APPLIES IF YOU ARE A BUSINESS CUSTOMER.

- a) Nothing in these Terms limits or excludes our liability for:
  - i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation; or
  - iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- b) Subject to clause 7, We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for:
  - i) any loss of profits, sales business, or revenue;
  - ii) loss or corruption of data, information or software;
  - iii) loss of business opportunity;
  - iv) loss of anticipated savings;
  - v) loss of goodwill; or
  - vi) any indirect or consequential loss.
- c) Subject to clause 7.1 our total liability to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed the fees paid to us by you for the Services in the 12 months prior to such liability arising.
- d) You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
  - i) your breach or negligent performance or non-performance of this agreement;
  - ii) the enforcement of this agreement;
  - iii) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this agreement; or
  - iv) any claim made against us by a third party arising out of in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement, or any obligation which you may have as a result of this agreement or which is related to this agreement, by you, your employees, agents or subcontractors.
- e) Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

### 33) OUR LIABILITY IF YOU ARE A CONSUMER

This clause 33 only applies if you are a consumer.

- a) 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, but We are not responsible for any loss or damage that is not foreseeable. 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.
- b) We only supply the Reference Service for domestic and private use. You agree not to use the Reference Service 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.
- c) We do not in any way exclude or limit our liability for:
  - i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation;
  - iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - iv) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - v) defective products under the Consumer Protection Act 1987.

### 34) NOTICES

- a) When We refer, in these Terms, to “in writing”, this will include e-mail.
- b) If you are a consumer you may contact us.
- c) If you are a business:
  - i) any notice or other communication given by you to us, or by us to you, under or in connection with a Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail;
  - ii) a notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission;
  - iii) in proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee;
  - iv) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 35) GOVERNING LAW AND JURISDICTION

- a) If you are a consumer, please note that these Terms are governed by English law. This means that any dispute or claim arising out of or in connection with these Terms 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.
- b) If you are a business, these Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- c) If you are a business, We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

### 36) CUSTOMER COMPLAINTS PROCEDURE

To ensure that your interests are safeguarded, We have a complaints process in place with the aim to resolve any issues or concerns as quickly as possible. The procedure allows the facility to report any such complaints, from operator through to the Property Ombudsmen, although in the majority of cases We hope that matters such as these are resolved at operator level without the need for further escalation. For a copy of the complaints procedure, please visit [www.9yds.co.uk/complaintsprocedures](http://www.9yds.co.uk/complaintsprocedures).

SCHEDULE 1

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To:

9yds

PO box 459

Gravesend

DA12 9JW

Telephone: 0333 006 3000

Email: [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods  
[\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

## 9YDS – LANDLORD TERMS AND CONDITIONS OF SERVICE

These terms and conditions (together with our App EULA, App Privacy Policy, Terms of Website Use, Privacy Policy, Acceptable Use Policy, Cookie Policy and any addendum included with these terms and conditions, set out information about us and the legal terms and conditions (“Terms”) on which We supply our 9yds Services (as defined below), 9yds Managed Services (as defined below) and any Additional Services (as defined below) listed on our Website [www.9yds.co.uk](http://www.9yds.co.uk) (“our site”) to you.

You should print a copy of these Terms or save them to your computer for future reference.

These Terms will apply to any contract between us to use our 9yds Services, 9yds Managed Services and any Additional Services (“Contract”). Please read these Terms carefully and make sure that you understand them, before you use our 9yds Services, 9yds Managed Services and any Additional Services. Please note that before you use our 9yds Services, 9yds Managed Services and any Additional Services you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to use our 9yds Services, 9yds Managed Services and any Additional Services.

We amend these Terms from time to time as set out in clause 22. Every time you wish order our 9yds Services, 9yds Managed Services and any Additional Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms are only in the English language.

### 1) INFORMATION ABOUT US

- a) We operate the Website [www.9yds.co.uk](http://www.9yds.co.uk). We are Glanty Limited trading as 9yds, a limited company registered in England and Wales under company number 05562443 and We have our registered office at 4 Prince Albert Road, London NW1 7SN. Our VAT number is 928289676.
- b) Contacting us if you are a consumer:
  - i) if you wish to contact us for any reason, including because you have any complaints, you can contact us by e-mailing us at [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).
  - ii) if We have to contact you or give you notice in writing, We will do so by e-mail or by pre-paid post to the address you have provided to us.
- c) Contacting us if you are a business.

You may contact us by e-mailing us at [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk). If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 7.

### 2) DEFINITIONS AND INTERPRETATION

- a) The definitions and rules of interpretation in this clause apply in these Terms.
  - i) “9yds Membership Fee” means the fee payable for the 9yds Services as set out on our site in conjunction with the services selected (as amended from time to time);
  - ii) “9yds Managed and Monthly Membership Fee” means the initial and monthly fee payable for the 9yds Managed Services as set out on our site (as amended from time to time);
  - iii) “9yds Services” means the online management letting services, tools and mobile apps provided by us to assist you to manage the letting of your Property, the main characteristics of such services are set out on our site at [www.9yds.co.uk](http://www.9yds.co.uk) ;

- iv) "9yds Managed Services" means the online management letting services, tools and mobile apps provided by us to assist you to manage the letting of your Property [and the physical management services relating to the letting of your Property].
- v) "Additional Fees" means the fees for any Additional Services as set out on our site (as amended from time to time) payable at the intervals set out on our site (as amended from time to time);
- vi) "Additional Services" means any additional services offered by us in relation to the letting of the Property as set out on our site (as amended from time to time);
- vii) "Business Customer" means a business in capacity of a partnership, limited partnership, private or public limited company, or trading as, including self-employment, but will only be permitted to act in accordance with a residential tenancy.
- viii) "Guarantor" means the person or multiple individuals or organisation who guarantees the Tenant's obligations under the Tenancy Agreement.
- ix) "Intellectual Property" means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by us subsisting anywhere in the world in respect of the Services together with any current applications for any registerable items of the foregoing;
- x) "Landlord" means anyone owning an interest in the Property, whether Freehold or Lease- hold, including authorized Third Parties acting in the capacity of a Freeholder/Lease- holder or on behalf of the aforementioned and or entitling them to possession of it upon the termination or expiration of the Tenancy and anyone who later owns the Property.
- xi) "Property" means any part or parts of the building, boundaries, fences, gardens or out-buildings belonging to the Landlord
- xii) "Property" means the residential property in respect of which the Services are to be used;
- xiii) "Regulations" means laws and regulations applicable to the Services;
- xiv) "Services" means the 9yds Services or the 9yds Managed Services (as applicable) and any Additional Services;
- xv) "Tenancy Agreement" or "Tenancy" means the written contract to be entered into between the Landlord and the Tenant setting out the terms of the tenancy;
- xvi) "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement
- xvii) "Third Party" means a third party that is authorised to undertake any Services coordinated by us; and
- xviii) "Membership Year" means the term of the tenancy from the date the Contract for 9yds Services or 9yds Managed Services is formed between us in accordance with clause 31 and each consecutive period to be agreed thereafter during the period of these Terms.
- xix) References to clauses and schedules are to the clauses of and schedules to these Terms.
- xx) Headings are for convenience only and shall be ignored in interpreting these Terms.
- xxi) The schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the schedules.
- xxii) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

### 3) USE OF OUR SITE

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

### 4) HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy and, where applicable, our App Privacy Policy. Please take the time to read our Privacy Policy and App Privacy Policy, as they include important terms which apply to you.

### 5) IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

If you are a consumer, you may only use our Services if you are at least 18 years old.

### 6) IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

- a) If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our Services.
- b) These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- c) You acknowledge that in entering into a Contract or by using our Services you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- d) You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

### 7) SERVICES

- a) The occupier of a Property has a duty of care to all visitors who come onto their premises. This applies to Landlords as the 'occupier' prior to the Tenancy commencing, where tenants or contractors are visiting to view the Property or to carry out a service on behalf of the Landlord. You have a duty to warn the tenant or any contractor of any potential hazards in or around the Property that should be avoided.
- b) 9yds cannot be held responsible for any failings in regards to the execution of the tenancy.
- c) 9yds reserves the right to use a credit referencing company to obtain references on potential Tenant's and Guarantors. Your reliance on this information and credit history is entirely at your own risk.
  - i) References are only accurate on the day they are taken and We accept no liability for changes in the Tenants circumstances (affecting their profile including credit rating) after the date in which the necessary checks are carried out.
  - ii) Any information provided to you must be kept safe and secure in accordance with the Data Protection Act and you are prohibited to pass any information to a third party, unless required by Law.

### 8) KEY TERMS

- a) If you wish to manage more than one property using the Services you will need to pay the 9yds Membership Fee or the 9yds Managed initial and Monthly Membership Fee (as applicable) and any Additional Fees in respect of each property.
- b) You acknowledge and agree that the tenancy agreement supplied as part of the Services has not been designed for your particular circumstances and that you should seek independent legal advice in relation thereto.
- c) You may only use any Additional Services in respect of a property if you are also using either the 9yds Services or 9yds Managed Services in respect of that property. The Additional Fee will, if necessary, be calculated pro rata to the remaining period.
- d) You acknowledge and agree that any disputes that arise in relation to the Tenancy Agreement between you and the Tenant are a private matter between you and the Tenant and We are under no obligation to become involved in such a dispute. You hereby release and forever discharge, all and/or any actions, claims, rights, demands, damages (actual and consequential) and set-offs arising out of or connected with such disputes.

#### 9) GENERAL AUTHORITY

You confirm that you are the sole or joint owner of the Property or that you have the permission from the owner to rent out the property and have the right to rent out the Property under the terms of the Mortgage or Head Lease. Where necessary, you confirm that permission to let has been granted by the Mortgagee, Freeholder and Insurance provider.

#### 10) COMMISSION TO 9YDS

We may from time to time, receive remuneration in the way of financial commission or another form, during the course of the Tenancy, for introducing or organising, but not limited to, any of the following; insurance or warranty policies, safety inspections, property repairs or refurbishments. This may be dependent on the contractor's or supplier's agreed terms with us. You agree that We shall be entitled to retain all of these commissions earned.

#### 11) EQUALITY

You are required to comply with all aspects of the Equality Act which sets out, amongst other things, offences relating to racial and disability discrimination. We recommend that you familiarise yourself with the contents of this Act and the obligations it will impose on you as the Landlord. Further information can be found at [www.equalityhumanrights.com](http://www.equalityhumanrights.com).

#### 12) RENTING OUT YOUR PROPERTY

- a) As a Landlord you must comply with the laws surrounding renting, including but not limited to;
  - i) keeping your rented properties safe and free from health hazards
  - ii) making sure all gas and electrical equipment you supply is safely installed and maintained
  - iii) following fire safety regulations
  - iv) providing an Energy Performance Certificate for the property
  - v) protecting your tenant's deposit in a government-approved scheme

We expect all Landlords using the 9yds site to know their responsibilities surrounding these areas and to comply with all laws laid out by the Government. For full information on these laws, you should visit [www.gov.uk](http://www.gov.uk) and seek independent legal advice.

### 13) MARKET APPRAISAL

Upon your request, We will provide a market appraisal. Any figure provided, either as a recommended marketing rent or as a possible acceptable contract rent, will be given in good faith, reflecting current market conditions and your perceived needs and circumstances. Any figure provided, will where possible, be supported by indicators in the market place, which could include but are not limited to, market comparable's available online. You should not solely rely on any market appraisal provided by us and We recommend you carry out your own research as applicable.

### 14) PROPERTY VIEWINGS

When requested, We will employ a third party to conduct viewings of the Property in order to find a suitable Tenant. We will provide you with noteworthy feedback from viewings within a reasonable time or upon request.

9yds or the third party representative accept no responsibility for the security of the property during or after the property viewing.

### 15) ADVERTISING

- a) We reserve the right to advertise the Property using one or more of the following methods (unless specifically requested otherwise); property portals, local newspapers, leaflet canvassing, social media and third party facilities. (This list is not exhaustive and you should request further information on other means of property advertising).
- b) Enhanced advertising may incur further costs of which will be borne by the Landlord.
- c) The Landlord is responsible for checking the description of the advertised Property and notifying us of any inaccuracies. All descriptions should be accurate and true representation of the property for let.

### 16) OFFERS

We will inform you as soon as is reasonably practicable, of formal offers received on the Property up to the point where a Tenancy Agreement is signed (unless you request otherwise, or unless the offer is of an amount or type that you have indicated previously is unacceptable). We will negotiate Tenancy terms and special conditions between yourself and any perspective Tenant, on your behalf and will seek your approval before entering into a contract with the perspective Tenant.

Once an offer has been accepted, the Property will be advertised as 'Let By' unless otherwise requested.

### 17) GREEN DEAL

As a Landlord you are required to abide by all rules and regulations of a Green Deal scheme. You should make full enquiries as to what is required before entering into a Green Deal scheme.

- a) You must provide the Tenant with full details of the Property that is subject to a Green Deal Loan prior to a prior to the Tenancy Agreement being signed.
- b) Legislation requires that you obtain consent from the Tenant prior to signing up to a Green Deal Loan if there is a Tenancy in place.

### 18) UTILITY/TELECOMMUNICATION SERVICES

- a) We are unable to accept responsibility for any utility service contract taken out by either the Landlord or Tenant. This includes any council tax the occupier is liable for.

- b) It remains the responsibility of the Landlord and incoming Tenant to inform the service companies (including but not limited to; council, electricity, gas and water) of meter readings where applicable and of any change of occupation in the Property.
- c) The Tenant may choose and are entitled, to change the service provider and type of meter for gas and electricity during the period of their Tenancy.
- d) The Agent is unable to accept responsibility for a contract with any telecommunications company or phone/satellite/internet connection taken by either the Landlord or the Tenant.

#### 19) RENT WARRANTY & LEGAL PROTECTION

If the Services include a Rent Warranty and Legal Protection service, the following terms apply:

- a) We may introduce a Rent Warranty and Legal Protection product from a network of insurance companies or provide our own. Please note: Where We act as an 'Introducer Only', as an introducer, We cannot be held responsible should there be any delay in the receiving of rent or costs incurred arising from the claim or policy or for any losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with your failure to abide by the Rent Warranty and Legal Protection cover terms and conditions.
- b) This Rent Warranty and Legal Protection can form part of any service offered by us. Once all necessary fees, rent and deposits have been paid, you will receive immediate protection upon the start of the Tenancy Agreement that will remain in place for a maximum period of 12 months, or for the term of the tenancy, whichever is lesser.
- c) The Rent Warranty and Legal Protection cover will only be applied to the Property for which the Tenant references were carried out (the Property address will be located on the Rent Warranty Certificate). You should request an additional Rent Warranty and Legal Protection service for any additional tenancies/properties if required.
- d) Any Rent Warranty and Legal Protection service is subject to change and to additional checks and references in the event there are any changes during the fixed term tenancy or any subsequent renewal, such as but not limited to, change of tenant, change of tenant circumstances, rent arrears, increased rent, change of guarantor, in this event, contact 9yds.
- e) See the Policy document for full details and related costs.

#### 20) FINANCE

- a) Payment for services;
  - i) All payments made in respect of services purchased are done so through a third party merchant service provider, with funds being credited to our business account. By using these merchant services, you agree to adhere to their terms of business of use.
  - ii) All fees and charges are quoted inclusive of VAT.
- b) Rent and Deposit;
  - i) All payments made are done so through a third party merchant service provider, with funds being credited to our account.
  - ii) Any rent and deposit received will be transferred to our designated client account, held in a financial institution authorised under the Financial Services and Markets Act 2000.
  - iii) All monies received on your behalf, will be paid to your nominated accounts within 15 days of the tenancy start date. This will include deposit and rent in advance.
  - iv) It is your responsibility to ensure the deposit is subsequently transferred to the required account in accordance with the scheme that the deposit is registered.

- v) Funds will remain the asset of the payee, until the contract has been signed by all parties. In the event of deposit and rent in advance, will only become due following the Tenant taking occupancy.
- vi) Any refunds will be processed and paid back to the original source of payment, within 15 days of agreement of the refund. However 9yds cannot be held responsible for any delay in such payment caused by a third party involvement.
- vii) If We are made aware of any discrepancy relating to the move in, We will suspend any payment due until further investigation has been carried out and We are satisfied that the tenancy commenced as planned.

#### 21) TENANCY DEPOSIT PROTECTION

- a) We will assist in managing the deposit through your own Deposit Scheme, which must be in compliant with UK government legislation, the Housing Act 2004 and any subsequent amendments.
- b) In the event that you do not have an active scheme, We will provide a link to the DPS enabling you to register and create a custodial account in which the deposit is required to be registered and held within the custodial DPS bank account.
- c) You are responsible at all time for the safe keeping of the deposit within legislation parameters. We will assist and validate the registration being both correct and legal wherever possible and permitted by the scheme provider. In the event that validation cannot be obtained, you will be responsible for providing evidence of an active account and scheme for which the deposit is held.
- d) All funds taken as a deposit, should be transferred and held in the specified bank account as detailed by you, within your selected deposit scheme account. This will depend on the type of deposit scheme, being custodial or insurance.
- e) It is your responsibility to ensure the Tenant's deposit is renewed accordingly or its status changed to periodic, including the re-issuing of the correct Prescribed Information. We will not automatically re-serve prescribed information in the event that the contract becomes a statutory periodic tenancy or the Tenancy is renewed outside of the 9yds site. Failure to serve prescribed information to the Tenant in this instance may result in the withdrawal of the ability to serve a section 21 notice. You could also be liable for a fine of up to three times the value of the deposit.

If the Services include deposit management the following terms will apply.

- f) The necessary, prescribed information will be provided to the Tenant following the signing of the Tenancy Agreement. It remains your responsibility to ensure the details contained within the prescribed information are correct.
- g) The deposit certificate must be provided to the Tenant within 30 days of registering the deposit.
- h) We will collect the Tenant's deposit with the first months' rent on or before the tenancy start date. Deposit funds will only be transferred to the nominated account, as declared. Such payments will be paid within 15 days of execution of the tenancy.
- i) We are unable to become involved in any deposit disputes where We do not manage the Property (9yds Managed Service.)
- j) By agreeing to these Terms, you will indemnify us for any losses suffered due to your failure to protect the deposit and serve prescribed information at the renewal of the Tenancy Agreement or should the contract become a statutory periodic tenancy.

#### 22) HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

Our site pages will guide you through the steps you need to take to use order the Services on our site. The process allows you to check and amend any errors before submitting your order for the relevant Services. Please take the time to read and check your proposed order at each stage of the process.

After you submit your order to us, 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 below:

We will confirm our acceptance to you by sending you an e-mail that confirms that the order has been accepted (“Acceptance Confirmation”). The Contract between us will only be formed when We send you the Acceptance Confirmation.

If We are unable to accept your order, We will inform you of this by e-mail and We will not process your order.

You acknowledge and agree that you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the Contract is fully performed.

### 23) YOUR RIGHT TO CANCEL

This clause only applies if you are a consumer.

Any party has the right to cancel any Contract with 9yds and/or between all parties, within 14 days without giving any reason. The right to cancel will become void following the commencement of the Tenancy, including taking occupancy.

The cancellation period will expire after 14 days from the day of the conclusion of the Contract.

To exercise the right to cancel, you must inform us at: 9yds, PO box 459, Gravesend DA12 9JW. Telephone: 0333 006 3000, Email: [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk), of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form (set out at Schedule 1), but it is not obligatory.

You can also electronically fill in and submit the model cancellation form or any other clear statement on our Website [www.9yds.co.uk](http://www.9yds.co.uk). If you use this option, We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### 24) EFFECTS OF CANCELLATION

This clause only applies if you are a consumer.

If you cancel a Contract, We will reimburse to you all payments received from you in respect of that Contract.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which We are informed about your decision to cancel the Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

You have requested that We begin the performance of Services during the cancellation period, and therefore you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from the Contract, in comparison with the full coverage of the Contract.

If you have validly cancelled a Contract for Additional Services only this will not affect a related Contract for 9yds Services or 9yds Managed Services (as applicable).

If you have validly cancelled a Contract for 9yds Services or 9yds Managed Services (as applicable) then this will automatically cancel any related Contract for Additional Services.

#### 25) HOW TO PAY

You may pay for the Services using any of the methods shown on our site from time to time. These methods may include: PayPal, Debit and Credit Card.

#### 26) OUR RIGHT TO VARY THESE TERMS

- a) We amend these Terms from time to time.
- b) By accepting these terms, you agree to any future amendments and it is your responsibility to familiarise yourself with any and all policies as laid out by 9yds.
- c) Every time you wish to purchase our Services, the Terms in force at the time will apply.

#### 27) LANDLORD'S OBLIGATIONS

- a) You undertake and agree with us at all times during the term of these Terms:
  - i) to act towards us conscientiously and in good faith and not to allow your interests to conflict with the duties that you owe to us under these Terms and the general law;
  - ii) not to act towards us in an abusive, violent, verbal or intimidating behaviour. Should any member of staff feel threatened by a Landlord, Tenant or connected person to the Tenancy, We reserve the right to terminate our services.
  - iii) except as authorised by us neither to act in a way which will incur any liabilities on our behalf;
  - iv) to comply with all of our help guides and reasonable and lawful instructions from time to time concerning the use of the Services;
  - v) to use all reasonable endeavours to use the Services with all due care and diligence;
  - vi) to act in accordance with sound commercial principles in your relations with the Tenant (and Guarantor if applicable) (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and to do nothing which We consider could be prejudicial to our commercial interests;
  - vii) to take such reasonable precautions in relation to your safety and security as are appropriate when meeting with a Tenant;
  - viii) if you are a business, to indemnify us against any liabilities incurred by us as a result of you breaching any law from time to time in force or the incurring of that which is otherwise not authorised by us hereunder;
  - ix) to allow our authorised representatives at any reasonable time and on reasonable notice to have access to the Property for the purpose of allowing the Services to be effectively provided;

- x) that all the information provided to us is correct to the best of your knowledge and belief. In the event that you provide us with incorrect information which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all present & future losses suffered;
- xi) to notify us, in writing or by email, of any change to their contact details; including, telephone numbers, postal and email addresses. We cannot be held liable for loss of information where you have not notified us of any changes to the information being held; and
- xii) to provide us when requested, any additional information We require in order to satisfy money laundering regulations.

#### 28) THIRD PARTY

From time to time, We may employ a Third Party to carry out procedures necessary for the effective provision of the Services. We will not be held responsible for any loss or damage that you suffers through the act or any default or negligence of any Third Party which may arise including but not limited to any bank or building society, any referencing agent, inventory company, maintenance contractor or gas and electrical engineer.

We will only instruct a Third Party who is competent and fully qualified to carry out their necessary duties and We require proof from such party of any specific certification to ensure this.

#### 29) PRINCIPAL'S UNDERTAKINGS

- a) Provided that you pay to us the 9yds Membership Fee or the 9yds Managed and Monthly Membership Fee (as applicable) and any Additional Fees, We undertake and agree with you during the term of these Terms:
  - i) to act at all times in our relations with you dutifully and in good faith;
  - ii) to provide you with the Services that you have paid for but where appropriate, to inform you, within a reasonable time if any of the Services will not be performed or made available, and of the reason for such non-performance; and
  - iii) to offer you any Additional Services, for the Additional Fees, if and when these become available.

#### 30) COMPLIANCE WITH LAWS AND REGULATIONS

- a) We shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the provision of the Services.
- b) You shall comply with all Regulations concerning the use of the Services and with all and any conditions binding on you in any licences, registrations, permits and approvals.

#### 31) INTELLECTUAL PROPERTY

- a) You acknowledge and agree that your use of use of any interactive services provided as part of the Services and any content or material uploaded by you will, for the avoidance of doubt, be subject to our Terms of Website Use and Acceptable Use Policy.
- b) You acknowledge and agree that our rights to the Intellectual Property used on or in relation to the Services and our business and the goodwill connected with that are our property.
- c) You accept that:
  - i) you are only permitted to use the Intellectual Property for the purposes of and during the term of these Terms and only as authorised by us hereunder;
  - ii) other than to that extent, you have and shall have no right to use or to allow others to use the Intellectual Property or any part of it. You shall not seek to register any Intellectual Property on behalf of us without our express consent;

- iii) you shall not use any trademarks, trade names or get-up which resemble our trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
  - iv) you shall not remove, alter or otherwise tamper with any trademarks, trade names, logos, numbers or other means of identification on the Services and shall not place any trade mark or trade name of your own on the Services;
  - v) you shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property; and
  - vi) you shall make a statement in any advertising material and promotional literature produced by or for you in connection with the Services as to the ownership of any relevant Intellectual Property used or referred to therein.
- d) You shall notify us of:
- i) any actual, threatened or suspected infringement of any Intellectual Property of which you become aware; and
  - ii) any claim by any third party of which you become aware that the provision or use of the Services infringes any rights of any other person.
- e) You shall, at our request and expense and on a full indemnity basis (but not otherwise), take all such steps during the term of these Terms as We may reasonably require to assist us in maintaining the Intellectual Property as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

### 32) DURATION AND TERMINATION

- a) These Terms shall come into effect on the date the Contract for 9yds Services or 9yds Managed Services (as applicable) is formed between us in accordance with clause 0. Subject to clause 32b these Terms shall continue in force for all the Services for an initial term of 12 months ("Initial Term") and for further 12 month periods thereafter (each a "Renewed Period") until terminated by either party giving prior written notice at least 30 days before the end of the Initial Term or any Renewal Term to expire on the expiry date of the Initial Term or the Renewal Term (as relevant).
- b) The term for any Additional Services shall be linked to the term of the Contract for the 9yds Services or the 9yds Managed Services (as applicable).
- c) You will be notified at least 30 days prior to the expiry of the Initial Term and any Renewed Term if there are any amendments to the 9yds Membership Fee or the 9yds Managed and Monthly Membership Fee (as applicable) and any relevant Additional Fees and be provided with a copy of the proposed Terms for the forthcoming Renewed Period. If you are not happy with such amendments you may give written notice of termination in accordance with clause 32
- d) We may give notice in writing to you terminating these Terms with immediate effect if:
  - i) you commit any serious breach of any of the terms of these Terms and that breach (if capable of remedy) is not remedied within fifteen (15) working days of notice being given by us requiring it to be remedied;
  - ii) you fail to make any payments due under these Terms within fifteen (15) working days of notice being given by us requiring such payment to be made;
  - iii) an order is made or a resolution is passed for your bankruptcy or liquidation, or an order is made for the appointment of an administrator or trustee to manage your affairs, business or property, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or trustee or which entitle the Court to make a winding-up or bankruptcy order, or you take or suffer any similar or analogous action in consequence of debt;

- iv) there is a change of landlord of the Property;
- v) you act in an unlawful, abusive, threatening or unethical way any party involved in this transaction; or
- vi) you purport to assign your rights or obligations under these Terms.

### 33) EFFECTS OF TERMINATION

- a) Termination of these Terms, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.
- b) On termination of these Terms under clause 32, you shall cease to use all of the Services.
- c) On termination of these Terms in respect of any Additional Services only under clause 32a, you shall cease using those Additional Services but you may continue to use the 9yds Services or 9yds Managed Services (as applicable) in accordance with these Terms.
- d) On termination of these Terms in respect of the 9yds Services or the 9yds Managed Services for any reason, you shall cease to use all of the Services.
- e) Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under these Terms.

### 34) ENTIRE AGREEMENT

These Terms constitutes the entire understanding between the parties with respect to the subject matter of these Terms and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

### 35) EVENTS OUTSIDE OUR CONTROL

- a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 26b.
- b) 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 or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- c) If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
  - i) We will contact you as soon as reasonably possible to notify you; and
  - ii) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- d) If you are a consumer, 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.

### 36) ASSIGNMENT

You shall not assign, transfer, charge or deal in any other manner with these Terms or your rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegates of any or all of your obligations under these Terms.

### 37) FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under these Terms.

#### 38) WAIVER

The failure of a party to exercise or enforce any right under these Terms shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

#### 39) SEVERABILITY

Each of the paragraphs, clause, sub clause, of 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.

#### 40) RIGHTS OF THIRD PARTIES

These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

#### 41) OUR LIABILITY TO YOU IF YOU ARE A BUSINESS

THIS CLAUSE 41 ONLY APPLIES IF YOU ARE A BUSINESS CUSTOMER.

- a) Nothing in these Terms limits or excludes our liability for:
  - i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation; or
  - iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- b) Subject to clause 7b, We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for:
  - i) any loss of profits, sales business, or revenue;
  - ii) loss or corruption of data, information or software;
  - iii) loss of business opportunity;
  - iv) loss of anticipated savings;
  - v) loss of goodwill; or
  - vi) any indirect or consequential loss.
- c) Subject to clause 7b our total liability to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed the fees paid to us by you for the Services in the 12 months prior to such liability arising.
- d) You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
  - i) your breach or negligent performance or non-performance of this agreement;
  - ii) the enforcement of this agreement;
  - iii) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this agreement;

- iv) any claim made against us by a third party arising out of in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement, or any obligation which you may have as a result of this agreement or which is related to this agreement, by you, your employees, agents or subcontractors.
- e) Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

#### 42) OUR LIABILITY IF YOU ARE A CONSUMER

This clause 42 only applies if you are a consumer.

- a) 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, but We are not responsible for any loss or damage that is not foreseeable. 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.
- b) We only supply the Services for domestic and private use. You agree not to use the Services 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.
- c) We do not in any way exclude or limit our liability for:
  - i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation;
  - iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - iv) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - v) defective products under the Consumer Protection Act 1987.

#### 43) NOTICES

- a) When We refer, in these Terms, to “in writing”, this will include e-mail.
- b) If you are a consumer you may contact us.
- c) If you are a business:
  - i) any notice or other communication given by you to us, or by us to you, under or in connection with a Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail;;
  - ii) a notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission;
  - iii) in proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee; and
  - iv) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 44) GOVERNING LAW AND JURISDICTION

- a) If you are a consumer, please note that these Terms are governed by English law. This means that any dispute or claim arising out of or in connection with these Terms 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.
- b) If you are a business, these Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- c) If you are a business, We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

#### 45) CUSTOMER COMPLAINTS PROCEDURE

To ensure that your interests are safeguarded, 9yds has a complaints process in place with the aim to resolve any issues or concerns as quickly as possible. The procedure allows the facility to report any such complaints, from operator through to the Property Ombudsmen, although in the majority of cases 9yds hopes that matters such as these are resolved at operator level without the need for further escalation. For a copy of the complaints procedure, please visit [www.9yds.co.uk/complaintsprocedure](http://www.9yds.co.uk/complaintsprocedure).

SCHEDULE 1

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To:

9yds

PO box 459

Gravesend

DA12 9JW

Telephone: 0333 006 3000

Email: [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods  
[\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

## 9YDS – COOKIE POLICY

### 1) INFORMATION ABOUT OUR USE OF COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that We store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- a) strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- b) analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- c) functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- d) targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies We use and the purposes for which We use them in the table below:

Cookie	Name	Purpose	More information
Service Stack ID (Authentication Temporary/Session cookie)	ss-id	<p>This cookie is essential for our site to function. It enables us to track you as a signed in and secured user of the 9yds portal.</p> <p>The cookie does not store any track-able information, and is destroyed when you close down your browser.</p>	<p>For more information on how your session is secured, please see <a href="https://github.com/ServiceStack/ServiceStack/wiki/Sessions">https://github.com/ServiceStack/ServiceStack/wiki/Sessions</a></p>
Service Stack Permanent ID (Authentication Permanent/Session cookie)	Ss-pid	<p>This cookie is maintained across various visits to our site in order to identify you as a returning user, giving us the ability to optimise your experience. Knowing you have visited the site before allows us to show you more relevant and targeted content.</p>	<p>For more information on how your session is secured, please see <a href="https://github.com/ServiceStack/ServiceStack/wiki/Sessions">https://github.com/ServiceStack/ServiceStack/wiki/Sessions</a></p>
Amazon Web Services Elastic Beanstalk Load Balancer cookie	AWSELB	<p>This cookie stores information about which part of our server farm was used by your most recent visit. This allows us to optimise our site, and your experience for various performance and server management reasons.</p>	<p>For more information, please see <a href="http://docs.aws.amazon.com/ElasticLoadBalancing/latest/APIReference/API_CreateAppCookieStickinessPolicy.html">http://docs.aws.amazon.com/ElasticLoadBalancing/latest/APIReference/API_CreateAppCookieStickinessPolicy.html</a></p>
Google Analytics Cookie	Analytics.js	<p>Distinguish unique users. Throttle the request rate</p>	<p>For more information, please see <a href="https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage">https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage</a></p>

Google Analytics Cookie	ga.js	Determine which domain to measure Distinguish unique users Throttle the request rate Remember the number and time of previous visits Remember traffic source information Determine the start and end of a session Remember the value of visitor-level custom variables	For more information, please see <a href="https://developers.google.com/analytics/devguides/collect/analyticsjs/cookie-usage">https://developers.google.com/analytics/devguides/collect/analyticsjs/cookie-usage</a>
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Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which We have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site. Except for essential cookies, all cookies will expire when the browser is closed. The AWSELB cookie will expire within an hour of the most recent activity on the site.

## 9YDS – TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.9yds.co.uk](http://www.9yds.co.uk) ("our site"), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### 1) OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- a) our Privacy Policy, which sets out the terms on which We process any personal data We collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- b) our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- c) our Cookie Policy, which sets out information about the cookies on our site.

If you wish to make use of the services on our site as a tenant or potential tenant, our Tenant Terms and Conditions of Service will also apply to those services.

If you wish to make use of the services on our site or through our mobile applications as a landlord, our Landlord Terms and Conditions of Service will also apply to those services.

If you wish to make use of our services through our mobile applications, our App End User Licence Agreement, our App Privacy Policy will also apply to your use of those mobile applications and those services available through our mobile applications.

### 2) INFORMATION ABOUT US

[www.9yds.co.uk](http://www.9yds.co.uk) is a site operated by Glanty Limited trading as "9yds" ("We" or "us"). We are registered in England and Wales under company number 05562443 and We have our registered office at 4 Prince Albert Road, London NW1 7SN. Our VAT number is 928289676.

We are a limited company.

### 3) CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes We made, as they are binding on you.

### 4) CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and We are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### 5) ACCESSING OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### 6) YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at 9yds, PO box 459, Gravesend DA12 9JW or [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).

#### 7) INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our 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.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### 8) NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although We make reasonable efforts to update the information on our site, We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

#### 9) LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a) use of, or inability to use, our site; or
- b) use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, We will not be liable for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill or reputation; or
- e) any indirect or consequential loss or damage.

If you are a consumer user, please note that We only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of services to you, which will be set out in our Tenant Terms and Conditions of Service and our Landlord Terms and Conditions of Service.

## 10) UPLOADING CONTENT TO OUR SITE OR OUR MOBILE APPS

Whenever you make use of a feature that allows you to upload content to our site or mobile apps, or to make contact with other users of our site or mobile apps, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage We suffer as a result of your breach of warranty.

Any content you upload to our site or mobile apps will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site and mobile apps a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site or mobile apps constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site or mobile apps.

We have the right to remove any posting you make on our site or mobile apps if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

The views expressed by other users on our site or mobile apps do not represent our views or values.

## 11) RIGHTS YOU LICENCE

When you upload or post content to our site or mobile apps, you grant the following licenses:

- a) you grant us (and our nominees) a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties, to prepare derivative works of and display that content in connection with the services provided by our site or mobile apps and to promote our site, mobile apps and services.
- b) you grant other users of our site and mobile apps a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties for non-commercial purposes.

## 12) VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 13) LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).

#### 14) THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our 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.

#### 15) APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are 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 resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### 16) TRADE MARKS

Glanty Limited trading as "9yds" is the applicant for a UK registered trade mark for the word mark "9yds".

#### 17) CONTACT US

To contact us, please email [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).

Thank you for visiting our site.

## 9YDS – ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our website [www.9yds.co.uk](http://www.9yds.co.uk) ("our site"). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Terms of Website Use.

[www.9yds.co.uk](http://www.9yds.co.uk) is a site operated by Glanty Limited trading as "9yds" ("We" or "us"). We are registered in England and Wales under company number 05562443 and We have our registered office at 4 Prince Albert Road, London NW1 7SN. Our VAT number is 928289676.

### 1) PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- a) in any way that breaches any applicable local, national or international law or regulation.
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- c) for the purpose of harming or attempting to harm minors in any way.
- d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- a) not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms of Website Use.
- b) not to access without authority, interfere with, damage or disrupt:
  - i) any part of our site;
  - ii) any equipment or network on which our site is stored;
  - iii) any software used in the provision of our site; or
  - iv) any equipment or network or software owned or used by any third party.

### 2. INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- a) posting of details of lettings.
- b) messaging services.
- c) chat rooms.
- d) bulletin boards.
- e) social Media.
- f) property portals.
- g) other application programming interfaces (API's) from third party providers.

3) ("interactive services").

Where We do provide any interactive service, We will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and We will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, We are under no obligation to oversee, monitor or moderate any interactive service We provide on our site, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Our interactive services are not designed for and should not be used by children. We advise parents not to permit their children to use our interactive services.

Where We do moderate an interactive service, We will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

#### 4. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site ("contributions"), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- a) be accurate (where they state facts).
- b) be genuinely held (where they state opinions).
- c) comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- a) contain any material which is defamatory of any person.
- b) contain any material which is obscene, offensive, hateful or inflammatory.
- c) promote sexually explicit material.
- d) promote violence.
- e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- f) infringe any copyright, database right or trade mark of any other person.
- g) be likely to deceive any person.
- h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- i) promote any illegal activity.
- j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- k) be likely to harass, upset, embarrass, alarm or annoy any other person.
- l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- m) give the impression that they emanate from us, if this is not the case.

- n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 5) SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, We may take such action as We deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Terms of Website Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- a) immediate, temporary or permanent withdrawal of your right to use our site and any services provided by us.
- b) immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- c) issue of a warning to you.
- d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- e) further legal action against you.
- f) disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and We may take any other action We reasonably deem appropriate.

## 6) CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes We make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

## 9YDS – MANAGED SERVICES ADDENDUM

These terms and conditions (together with our App EULA, App Privacy Policy, Terms of Website Use, Privacy Policy, Acceptable Use Policy, Cookie Policy) and any addendum included with these terms and conditions, set out information about us and the legal terms and conditions (“Terms”) on which We supply our 9yds Services (as defined below), 9yds Managed Services (as defined below) and any Additional Services (as defined below) listed on our Website [www.9yds.co.uk](http://www.9yds.co.uk) (“our site”) to you.

You should print a copy of these Terms or save them to your computer for future reference.

These Terms will apply to any contract between us to use our 9yds Services, 9yds Managed Services and any Additional Services (“Contract”). Please read these Terms carefully and make sure that you understand them, before you use our 9yds Services, 9yds Managed Services and any Additional Services. Please note that before you use our 9yds Services, 9yds Managed Services and any Additional Services you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to use our 9yds Services, 9yds Managed Services and any Additional Services.

We amend these Terms from time to time. Every time you wish to order our 9yds Services, 9yds Managed Services and any Additional Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms are only in the English language.

### 1) DEFINITIONS AND INTERPRETATION

- a) The definitions and rules of interpretation in this clause apply in these Terms.

“Administration Fee” means a fee of £45 should be paid to us for the services involved

“Fee(s)” or “Charge(s)” means the commission and any other remuneration payable for 9yds services.

“Force Majeure” means an event, or a series of related events, that is outside our reasonable control (including power failures, industrial disputes affecting any Third Party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

“Hourly rate” means a fee of £45 charged at an ‘hourly rate’ or part thereof should be paid to us for the services involved.

“Inventory” or “Inventory Schedule of Condition” means the document drawn up prior to commencement of the Tenancy, by the Landlord or a third party, which describes the fixtures and fittings at the Property.

“Third Party Charge” means a fee will apply subsequently charged by a Third Party that are organised to undertake a service coordinated by 9yds.

## 2) INSTRUCTIONS

- a) It is agreed that any instructions to us regarding any aspect or transaction of the Tenancy, prior and post move in or during the term of the Tenancy, can be confirmed in writing, by email or by phone (confirmed by email).
- b) We can, where instructed, take over the management of any Property previously let by yourself, another Agent or organisation, including rent arrears cases. All related documentation and a set of management keys will be required. Please note: each Tenancy is treated individually and judged on its own merits, following which We reserve the right to decline the management take over.

## 3) WAITING AT PROPERTIES

- a) We will endeavour to arrange a mutually convenient time for the Tenant and any third party or Contractor to meet at the Property and undertake an inspection or work on your behalf. If this is not possible, We may be able to arrange to meet the contractor at the Property, however, an 'hourly rate' will apply in addition to the charges made by the third party or Contractor.
- b) You will be charged an Hourly rate for any missed appointment whereby We have attended the Property as instructed to do so by you and where the appointment does not go ahead.
- c) Where by it has been arranged for you to meet a Third party at the Property and you do not attend, you will be subject to the "Third Party charge".

## 4) VACANT PERIODS

- a) Our services do not include supervision of the Property when it is vacant (e.g. waiting to be let). On receipt of your instruction, We can arrange scheduled visits. There will be a charge of £65 per visit. It should be noted, that such inspection can only extend to obvious visual defects and We cannot accept responsibility of any latent or hidden defects. The security of the Property is entirely your responsibility and We accept no liability for any losses or damages suffered.
- b) If your insurer has specified requirements regarding the Property during vacant periods, you should notify us/ the Tenant, prior to the commencement of the Tenancy so that relevant clauses are made part of the Tenancy Agreement.

## 5) FINANCE

- a) All monthly statements and invoices will be sent by e-mail unless otherwise requested. Duplicate hard copies or annual statements of account can be supplied subject to an 'administration fee'.
- b) We will endeavour to arrange a Standing Order for all future rent payments to be made directly to us.

Monies, less any fees and expenses incurred, will be transferred to your nominated bank/building society account within 3-10 working days of receipt of cleared funds. Any other means of payment to you will be subject to an 'administration fee'.

- c) We will at all times, hold clients' money in a designated client account, held in a financial institution authorised under the Financial Services and Markets Act 2000.
- d) We cannot be held responsible if the Tenant fails to pay their contractual rent. We will however, take such action on your behalf and as is appropriate to recover rent arrears. If serving the appropriate notice does not have the desired effect, We will advise you how to instruct solicitors to take further action or to begin a Rent Warranty and Legal Protection

Claim where applicable. You will be liable for any legal charges incurred during this process that are not covered under a Rent Warranty and Legal Protection service.

- e) We cannot be held responsible for any bank, mortgage provider, or other financial provider charges resulting from late or non-payment of rent by a Tenant.
- f) If more than 1 Months' rent is paid in advance by the Tenant, We will hold this money on the Tenant's behalf until the rent becomes due in line with the Tenancy Agreement/Rental period. The Tenant withholds the right to receive back, any advanced rent paid that has not become due.
- g) Any outstanding balances or payments not received from you within 30 days of our invoice, will be subject to interest and will incur daily interest charges at the rate of 4% above the base rate set by a clearing bank.
- h) We will, if instructed, discharge other liabilities (e.g. ground rent or service charges) from the rental income providing We are holding sufficient funds. A processing fee of £20 will be debited for each transaction made on your behalf. It is your responsibility to instruct these service providers to contact us directly. We are unable to act on your behalf in connection with any dispute arising from such payments and accept no responsibility in event of such a dispute.
- i) Any interest incurred on clients' monies, which We hold, will be retained by us to contribute towards bank and administration charges.

#### 6) RENT

- a) Any delays of payment or other defaults will be acted on by us in the first instance. Where We have been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the Tenancy Agreement, you will be advised accordingly. A solicitor may then be appointed and instructed. In such event We are authorised to instruct a solicitor on your behalf). You are responsible for payment of all legal & administration fees and any related costs. In the event of legal proceedings, an 'hourly rate' will.
- b) You undertake to reimburse us for any claims arising from overpayment which may be made by the Local Authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the Tenant as rent. This undertaking shall remain in force during the term of the Tenancy and up to 6 years thereafter, whether or not We continue to be engaged to let or manage the Property under this Agreement.

#### 7) DEPOSIT PROTECTION SERVICE (DPS)

- a) Where you have chosen the 9yds Managed Service and you request us to register the deposit;
  - i) Subject to additional charges, We will manage any dispute that may arise between yourself and the Tenant.
  - ii) Register the Tenants deposit in our custodial DPS account, account ID 1669825, within 30 days of receipt.
  - iii) Charge £45.00 to renew the deposit under the DPS.
- b) If you decide to cancel the 9yds Managed Service, We will no longer be responsible for registering the tenants deposit and you are required to re-register the deposit in a scheme of your choice. We will where necessary, assist in this process.

#### 8) PROPERTY MAINTENANCE

- a) You give us the authority to instruct contractors to carry out minor repairs/routine works up to a value of £300 without your prior consent. We will carry out such works in a timely manner and act to protect your interests and attempt to obtain your prior approval.
- b) Where by repairs or routine works are likely to exceed £300 We will, except in situations We view as an emergency, We will endeavour to contact you to obtain your authorization to

incur that expense. In the event We do not receive contrary instructions from you in writing within 7 days, We will proceed with your authority to act as We deem appropriate. We will also request payment in advance where works exceed the value of rent less charges as We are unable to overdraw against your account.

- c) If We do not hold sufficient funds to arrange repairs or maintenance, We will not be liable for any loss or damage suffered from being unable to arrange repairs.
- d) Should work or improvements be carried out at the Property, you should arrange to personally inspect, or appoint a representative to personally inspect them on your behalf.
- e) We may charge a commission on maintenance works undertaken by Third Parties, where coordinated by us.
- f) In the event of emergency maintenance being required at the Property, the Tenant is permitted (only outside of normal office hours) to organise emergency works should they be required. The Tenant is permitted only, however, to isolate the issue and not to complete any additional works without your consent. Works organised which are not defined as an emergency or which are deemed to be result of misuse or the fault of the Tenant will not be covered by the Landlord and the Tenant will be required to cover the cost of the contractors visit. Emergency maintenance will be defined in the Tenancy Agreement.
- g) You will be responsible for maintaining/replacing domestic appliances during the course of the Tenancy should they be included within the Tenancy Agreement. Any appliance that you do not wish to be responsible for, should be removed from the Property prior to the commencement of a Tenancy or gifted to the Tenant. If the appliance is gifted to the Tenant, you should notify us prior to the commencement of the Tenancy in order for the correct clauses to be included within the Tenancy Agreement.

#### 9) TAXATION

- a) You may be liable for tax on rental income and it remains your responsibility to inform HMRC that the Property is let.
- b) HMRC has rules regarding the collection of tax on rental income if you reside overseas for a period of more than 6 months in any tax year. If you fall into this category, it is your responsibility to obtain a tax approval number and provide it to us. We are legally obliged to deduct tax from your rental income at the prevailing rate in the absence of a tax approval number. In the event that you are not accepted into the Non Resident Landlord Scheme, or We do not receive written notice of your acceptance, We shall make a quarterly charge of £20, per Property for forwarding monies to HMRC and for processing an NRL return.
- c) We do not accept liability for preparing/providing reports for tax returns.

#### 10) INVENTORIES/INSPECTIONS

- a) Where by We provide an Inventory & Schedule of Condition, by using an independent company of our choice. It should be noted, that such inspection can only extend to visual conditions and defects and We cannot accept responsibility of any latent or hidden defects. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for your information should you wish to address it. The clerk will endeavour to obtain meter readings where they are accessible and where they have been provided with appropriate access.
- b) An Inventory Clerk will not undertake the following duties, as well as carry out the inspection of certain areas;
  - i) Inspect loft areas and cellars (un- less accessible via stairway or appropriate ladder and adequately lit);

- ii) Will not lift heavy items of furniture (including appliances, beds & sofas) unless easily moved on castors;
  - iii) Will not read meters above head height (unless step ladders are provided);
  - iv) Will not read meters in cellars (unless accessible via stairway and adequately lit and where not required to climb over refuse);
  - v) Will not enter a Property with a dog or other animals (unless Landlord/Tenant is present and the clerk deems it safe to do so);
  - vi) Will not test electrical or gas appliances.
- c) Whereby We arrange a Check In inspection to be carried out, the Inventory Clerk will endeavour to test smoke alarms at the Property, this however, in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for your information should they wish to address it. The clerk will endeavour to obtain meter readings where they are accessible and where they have been provided with appropriate access. This additional service will further reduce the risk of any dispute arising in the respect of the release of the security deposit. A fee of £45 will apply.
- d) We will arrange for a Check Out Inspection to be carried out (in the presence of the Tenant where possible) A Check Out Inspection will only be arranged if you requested an Inventory & Schedule of Condition to be carried out at the commencement of the Tenancy. The Check Out Report can be used during the negotiation of any proposed deductions to the Tenant's deposit. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for your information should you wish to address it. The clerk will endeavour to obtain meter readings where they are accessible and where they have been provided with appropriate access.
- e) At your request, We will endeavour to organise a periodic inspection of the Property It should be noted, that such inspection can only extend to visual conditions and defects and We cannot accept responsibility of any latent or hidden defects. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however, in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for your information should you wish to address it. A fee of £65 will apply for each Inspection that is carried out.

#### 11) END OF TENANCY

- a) Whereby, with your consent, the Tenancy is renewed or extended to the same Tenant (or any person associated with the Tenant) originally introduced by us, a fee equal to 1 weeks rent will be due. This fee will be due following the acceptance of all parties' intention to renew the Tenancy Agreement. Once fees are received We shall prepare the Tenancy Agreement, for the new or extended Tenancy and the terms of this agreement shall continue until the Tenant leaves, or the agreement is terminated. We will not renew a Tenancy Agreement until all fees have been received in cleared funds.
- b) If We become involved in a rent assessment review, an 'administration fee' will apply.

See 'Tenancy Deposit Protection' clause for further information on deposit renewals.

- c) We cannot be held responsible for any delay in regaining possession if you fail to give us sufficient written warning of their intention to terminate the Tenancy.
- d) At the end of the Tenancy, We will retain the last months' rent payment until all landlord debts in relation to the Property that may have arose during the term of the Tenancy, have been satisfied.

- e) If on, or after, the first month of unpaid rent the Property appears to have been abandoned, the Tenancy will be deemed surrendered and We will commence proceedings to take possession of the Property with your consent and in accordance with legislation. You should not re-enter the Property until it is deemed legal to do so by us or a Court Order.
- f) If a Tenant leaves the Property of their own accord, prior to the expiration of the Tenancy and in breach of their obligations under the Agreement, you should seek appropriate advice from a debt recovery specialist. We can assist where necessary in this process. An 'administration fee' will apply.

#### 12) INSURANCE CLAIMS

We can handle insurance claims as required. An 'hourly rate' will apply for this service. This is on the basis that you have given the insurance company authorisation to speak to us.

#### 13) ASSIGNMENT OF AGREEMENT

- a) We reserve the right to assign our rights and/or obligations under this Agreement upon giving you 3 months' written notice (where possible).
- b) We will endeavour to provide all history and documentation of the Landlord, Property and Tenancy to the assignee.

#### 14) TERMINATION OF MANAGEMENT

- a) Either Party has the right to terminate this Agreement in writing: upon the Tenant's vacation or if either party breaks any term or condition of this Agreement during a Tenancy where the breach is not remedied within 30 days of written notice and monetary compensation is wholly inadequate.
- b) You may withdraw instructions from us to manage the Property with three months written notice.
- c) We may terminate the Agreement immediately if you breach any of the Terms contained in the Landlords terms and conditions, this addendum and any other addendum or the Tenancy Agreement, which are not remedied within 30 days of written notice or in the event that you do or do not do something which makes it impossible, impractical or illegal to continue providing services to you. In all other circumstances We will give you three months' written notice before terminating this Agreement.

#### 15) SEVERABILITY

Each of the paragraphs of 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.

## 9YDS – APP END USER LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE DOWNLOADING, STREAMING OR USING THE APP.

This end-user licence agreement ("EULA") is a legal agreement between you ("End-user" or "you") and Glanty Limited trading as "9yds", of 4 Prince Albert Road, London NW1 7SN ("Licensor", "us" or "We") for:

- a) the 9yds Inventory App or the 9yds Management App mobile application software, the data supplied with the software, and the associated media ("App"); and
- b) electronic documents ("Documents").

We licence use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by any appstore provider or operator from whose site, located at [WEBSITE ADDRESS] [Note: change for each appstore] ("Appstore"), the End-user downloaded the App ("Appstore Rules"). We do not sell the App or Documents to you. We remain the owners of the App and Documents at all times.

**Operating system requirements** This App requires a type of mobile telephone or handheld device with Internet access, camera functionality and the capability of running iOS 7.x - 8.x, Android 4.x - 5.x or Windows Phone 8.x with the respective minimum hardware requirements.

**Important notice:**

By downloading the App you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in conditions 32 and 33.

If you do not agree to the terms of this licence, We will not license the App and Documents to you and you must stop the downloading process now. In this case the downloading process will terminate.

This does not affect your consumer rights for an app or documents that are defective.

You should print a copy of this EULA for future reference.

### 1) AGREED TERMS

#### a) ACKNOWLEDGEMENTS

- i) The terms of this EULA apply to the App or any of the services accessible through the App ("Services"), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case to the extent that those terms conflict with these terms then those separate terms shall take precedence. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- b) We may change these terms at any time by sending you an SMS with details of the change or notifying you of a change when you next start the App or log onto one of the websites referred to in condition 1.6. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- c) From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

- d) You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition a) ("Devices") and to download or stream a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
  - e) The terms of our mobile app privacy policy from time to time, available at [WEB ADDRESS OF APP PRIVACY POLICY] ("Privacy Policy") are incorporated into this EULA by reference and apply to those Services. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
  - f) The Services will also be governed by the Landlord Terms and Conditions of Service, incorporated into this EULA by reference and set out at the following web address:.
  - g) By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
  - h) Certain Services, will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings.
  - i) The App or any Service may contain links to other independent third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and We are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
  - j) You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.
  - k) Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1) GRANT AND SCOPE OF LICENCE
- a) In consideration of you agreeing to abide by the terms of this EULA, We grant you, until terminated in accordance with clause 8, a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the App Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
  - b) You may:
    - i) download or stream a copy of the App onto any number of devices and to view, use and display the App on the Devices for your personal purposes only; and
    - ii) use the Documents for your personal purposes only.
- 2) LICENCE RESTRICTIONS
- a) Except as expressly set out in this EULA or as permitted by any local law, you agree:

- i) not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- ii) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;
- iii) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- iv) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
- v) is used only for the purpose of achieving inter-operability of the App with another software program;
- vi) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- vii) is not used to create any software that is substantially similar to the App;
- viii) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- ix) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- x) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- xi) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service ("Technology");
- xii) together the "Licence Restrictions".

### 3) ACCEPTABLE USE RESTRICTIONS

- a) You must:
  - i) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
  - ii) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
  - iii) not transmit any material that is defamatory, offensive, otherwise objectionable or in breach of our Acceptable Use Policy in relation to your use of the App or any Service;
  - iv) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
  - v) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

#### 4) INTELLECTUAL PROPERTY RIGHTS

- a) You acknowledge that all intellectual property rights in the App, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- b) You acknowledge that you have no right to have access to the App in source-code form.

#### 5) OUR LIABILITY TO YOU IF YOU ARE A BUSINESS

This clause 5 only applies if you are a business customer.

- a) Nothing in this EULA limits or excludes our liability for:
  - i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation; or
  - iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- b) Subject to clause 7b, We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this EULA for:
  - i) any loss of profits, sales business, or revenue;
  - ii) loss or corruption of data, information or software;
  - iii) loss of business opportunity;
  - iv) loss of anticipated savings;
  - v) loss of goodwill; or
  - vi) any indirect or consequential loss.
- c) Subject to clause 7a our total liability to you in respect of all losses arising under or in connection with this EULA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed the fees paid to us by you for the Services (as set out in the Landlord Terms and Conditions of Service) in the 12 months prior to such liability arising.
- d) You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
  - i) your breach or negligent performance or non-performance of this agreement;
  - ii) the enforcement of this agreement;
  - iii) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this agreement;
  - iv) any claim made against us by a third party arising out of in connection with the provision of the App and Documents, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement, or any obligation which you may have as a result of this agreement or which is related to this agreement, by you, your employees, agents or subcontractors.
- e) Except as expressly stated in this EULA, We do not give any representation, warranties or undertakings in relation to the App and Documents. Any representation, condition or warranty which might be implied or incorporated into this EULA by statute, common law or otherwise is excluded to the fullest extent permitted by law. The terms implied by sections 3

to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this EULA.

#### 6) OUR LIABILITY IF YOU ARE A CONSUMER

This clause 6 only applies if you are a consumer.

- a) If We fail to comply with this EULA, We are responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence, but We are not responsible for any loss or damage that is not foreseeable. 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 agreement.
- b) We only supply the App and Documents for domestic and private use. You agree not to use the App and Documents 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.
- c) We do not in any way exclude or limit our liability for:
  - i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation;
  - iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - iv) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - v) defective products under the Consumer Protection Act 1987.

#### 7) TERMINATION

- a) We may terminate this EULA immediately by written notice to you:
  - i) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - ii) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; or
  - iii) if you breach our Acceptable Use Policy.
- b) This EULA will terminate immediately on the termination of the Landlord Terms and Conditions of Service for any reason.
- c) On termination for any reason:
  - i) all rights granted to you under this EULA shall cease;
  - ii) you must immediately cease all activities authorised by this EULA, including your use of any Services;
  - iii) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so; and
  - iv) We may cease providing you with access to the Services.

#### 8) COMMUNICATION BETWEEN US

- a) If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to 9yds and PO box 459, Gravesend DA12 9JW and [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk). We will confirm receipt of this by contacting you in writing, normally by e-mail.
- b) If We have to contact you or give you notice in writing, We will do so by e-mail or by prepaid post to the address you provide to us in your request for the App.

## 9) EVENTS OUTSIDE OUR CONTROL

- a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 9b.
- b) 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 or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- c) If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
  - i) We will contact you as soon as reasonably possible to notify you; and
  - ii) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## 10) OTHER IMPORTANT TERMS

- a) We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- b) You may only transfer your rights or obligations under this EULA to another person if We agree in writing.
- c) If We fail to insist that you perform any of your obligations under this EULA, 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.
- d) Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

## 11) GOVERNING LAW AND JURISDICTION

- a) If you are a consumer, please note that this EULA are governed by English law. This means that any dispute or claim arising out of or in connection with this EULA 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.
- b) If you are a business, this EULA and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- c) If you are a business, We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA or their subject matter or formation (including non-contractual disputes or claims).

## 9YDS – APP PRIVACY POLICY

Glanty Limited trading as “9yds” (“We”) are committed to protecting and respecting your privacy.

### 1) SCOPE OF POLICY

This policy (together with our end-user licence agreement as set out at in the End User License Agreement (“EULA”) and any additional terms of use incorporated by reference into the EULA, together “our Terms of Use”) applies to your use of:

- The 9yds Inventory App or the 9yds Management App mobile application software (“App”) hosted on [WEB ADDRESS] (“Appstore”), once you have downloaded or streamed a copy of the App onto your mobile telephone or handheld device (“Device”).
- Any of the services accessible through the App (“Services”) and that may be available on sites of ours (“Services Sites”), unless the Services Site has a separate privacy policy or the EULA states that a separate privacy policy applies to a particular Service, in which case that privacy policy also applies, in which case to the extent that the terms of that policy conflict with the terms of this policy then this policy shall take precedence.

This policy sets out the basis on which any personal data We collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how We will treat it.

For the purpose of the Data Protection Act 1998 (the “Act”), the data controller is Glanty Limited trading as “9yds” of 4 Prince Albert Road, London NW1 7SN.

### 2) INFORMATION WE MAY COLLECT FROM YOU

- a) We may collect and process the following data about you:
  - i) information you give us (“Submitted information”). You may give us information about you by filling in forms on the Services Sites, or by corresponding with us (for example, by phone, e-mail or otherwise). This includes information you provide when you register to use the Services Sites, download or register an App, subscribe to any of our Services, search for an App or Service, make an in-App purchase, share data via an App's social media functions, enter a competition, promotion or survey and when you report a problem with an App, our Services, or any of the Services Sites. The information you give us may include your name, address, e-mail address and phone number, the Device's phone number, age, username, password and other registration information, financial and credit card information, personal description and photograph.
  - ii) information We collect about you and your device. Each time you visit one of the Services Sites or use one of our Apps We may automatically collect the following information:
    - iii) technical information, including the type of mobile device you use, a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system, the type of mobile browser you use or time zone setting (“Device Information”);
    - iv) information stored on your Device, including contact information, friends lists, login information, photos, videos or other digital content or check ins (“Content Information”);

- v) details of your use of any of our Apps or your visits to any of the Services Sites including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access (“Log Information”).
- vi) location information. We may also use GPS technology to determine your current location. Some of our location-enabled Services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by disabling the provision of location information to the App on the settings of your Device.
- vii) information We receive from other sources (“Third Party Information”). We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.
- viii) if you contact us, We may keep a record of that correspondence.
- ix) unique application numbers: when you install or uninstall the App or a Service containing a unique application number or when such an App or Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

### 3) COOKIES

- a) We use cookies to distinguish you from other users of the App, Appstore or Service Sites. This helps us to provide you with a good experience when you use the App or browse any of the sites and also allows us to improve the App and the Services Sites. For detailed information on the cookies We use and the purposes for which We use them, see our Cookie Policy.

### 4) USES MADE OF THE INFORMATION

- a) We use information held about you in the following ways:
  - i) Submitted Information: We will use this information:
    - (1) to carry out our obligations arising from any contracts entered into between you and us and you and the Appstore provider and to provide you with the information, products and services that you request from us;
    - (2) to provide you with information about other goods and services We offer that are similar to those that you have already purchased or enquired about;
    - (3) to provide you, or permit selected third parties to provide you, with information about goods or services We feel may interest you. If you are an existing customer, We will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where We permit selected third parties to use your data, We (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which We collect your data (the order form and/or registration form);
    - (4) to notify you about changes to our App or Services;
    - (5) to ensure that content from our App and Services Sites are presented in the most effective manner for you and for your Device.
  - ii) Device information, Content Information, Log information, Location information, Unique application numbers: We will use this information:

- (1) to administer our App, Services and Services Sites and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - (2) to improve our App, Services and Services Sites to ensure that content is presented in the most effective manner for you and for your Device;
  - (3) to allow you to participate in interactive features of our App, Services and Services Sites, when you choose to do so;
  - (4) as part of our efforts to keep our App, Services and Services Sites safe and secure;
  - (5) to measure or understand the effectiveness of advertising We serve to you and others, and to deliver relevant advertising to you;
  - (6) to make suggestions and recommendations to you and other users of our App, Services and Services Sites about goods or services that may interest you or them.
  - (7) to maintain, protect and improve the App, the Services and the Services Sites.
- iii) Third Party Information: We may combine this information with information you give to us and information We collect about you and your Device. We may use this information and the combined information for the purposes set out above (depending on the types of information We receive).

We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.

## 5) DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

- a) We may share your information with selected third parties including:

Business partners, suppliers and sub-contractors for the performance of any contract We enter into with them or you.

Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but We may provide them with aggregate anonymous information about our users (for example, We may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data We have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

Analytics and search engine providers that assist us in the improvement and optimisation of our App, Services or Services Sites.

Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you or if this is part of the Services We are providing.

- b) We may disclose your personal information to third parties:
- i) a) in the event that We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets.

- ii) b) if Glanty Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- iii) c) if We are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- iv) d) in order to:

- enforce or apply the EULA, our Terms of Website Use, Landlord Terms and Conditions of Service, Tenant Terms and Conditions of Service and other agreements or to investigate potential breaches; or
- protect the rights, property or safety of Glanty Limited trading as “9yds”, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## 6) WHERE WE STORE YOUR PERSONAL DATA

The data that We collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. These staff may be engaged in, among other things, the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Glanty Limited trading as “9yds” will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology. Where We have given you (or where you have chosen) a password that enables you to access certain parts of the Services Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect your personal data, We cannot guarantee the security of your data transmitted to the Services Sites; any transmission is at your own risk. Once We have received your information, We will use strict procedures and security features to try to prevent unauthorised access.

We may collect and store personal data on your Device using application data caches and browser web storage including HTML 5 and other technology.

Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

## 7) YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if We intend to use your data for such purposes or if We intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can also exercise the right at any time by contacting us at 9yds, PO box 459, Gravesend DA12 9JW or [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).

The Services Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which the App or the Services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that We do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

#### 8) ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information We hold about you.

#### 9) CHANGES TO OUR PRIVACY POLICY

Any changes We may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by SMS or by e-mail or when you next start the App or log onto one of the Services Sites. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or the Services.

#### 10) CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to 9yds, PO box 459, Gravesend DA12 9JW or email [theteam@9yds.co.uk](mailto:theteam@9yds.co.uk).