

# Terms and conditions

## 1 Introduction

1.1 Prospire Technologies Limited (“Dwelly”, “We” or “Us”), is the owner of the website <https://dwelly.group/>, which is a platform aimed at advertising properties on behalf of residential property owners and assisting tenants during the process searching for residential properties. It also facilitates the process of concluding tenancy agreements.

1.2 These terms and conditions govern the relationship between Us and all users of the Website.

## 2 Definitions

In these terms and conditions, unless the context indicates otherwise, the words and expressions set out below will have the following meanings assigned to them:

“Assured Tenancy” or “Assured Shorthold Tenancy” means the relevant tenancy under Part 1 of the Housing Act 1988.

“Content” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and any other form of information capable of being stored in a computer that appears on or forms part of the Website.

“Services” means the services offered by Dwelly to tenants from time to time,

“User”, “Users” or “you” means any party that accesses the Website and is not either:

employed by Dwelly and acting in the course of their employment, or engaged as a consultant or otherwise providing services to Dwelly and accessing the Website in connection with the provision of such services, and

“Website” means <https://dwelly.group/>, including any sub-domains and portal.

## 3 Interpretation

3.1 Words and/or expressions defined in any clause in the body of these terms and conditions will bear the meaning assigned to it throughout these terms and conditions.

3.2 Where any provision is followed by the word “including” followed by specific examples, such examples will not be construed so as to limit the ambit of the provision concerned.

3.3 Any use of the masculine includes the feminine and the singular includes the plural.

## 4 Application of Terms and Conditions

4.1 By using the Website you are deemed to agree to comply with, and be bound by,

these terms and conditions upon the first use of the Website and continued use is deemed to represent ongoing acceptance.

4.2 Any User who does not agree to continue being bound by these terms and conditions, should stop accessing the Website immediately.

## 5 Age Restriction for Use of the Website

5.1 You may not use this Website if they are not 18 years or older and continued use of this Website represents a warranty by you to Us that they are 18 years or older.

## 6 The Content on the Website

6.1 All Content included on the Website is the property of Us, our affiliates or other third parties. By using the Website, you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights.

6.2 Nothing on the Website may be construed as granting in any way any license or right to use any trademark, logo or service mark displayed on the Website without the owner's prior written permission.

6.3 You are not allowed to reproduce, modify, copy, distribute or use for any purpose any Content on the Website without the express written permission of Dwelly.

## 7 Prohibited use of the Website

You may not use the Website for any of the following purposes:

7.1 in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website,

7.2 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable (as determined in Our sole discretion) or in breach of any applicable law, regulation, governmental order, and/or

7.3 making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## 8 Registration of Users

8.1 You must ensure that the details provided by you on registration, or at any other time, are correct and complete in all respects. You represent and warrant that any information you provide on the Website and/or to Dwelly is accurate and reliable (this includes all personal information and contact details).

8.2 It is your obligation to inform Dwelly immediately of any changes to the information that you provide when registering by updating your personal details to ensure that Dwelly can communicate with you effectively.

8.3 We may suspend or cancel your registration with immediate effect for any purpose

(as determined in Our sole discretion), or if you breach any of these terms and conditions.

8.4 You may cancel your registration at any time by informing Dwelly in writing to Our address contained in clause 18 (Dwelly's Contact Details). If you do so, you must immediately stop using the Website.

8.5 The cancellation or suspension of your registration does not affect any rights which We may have accrued prior to such cancellation being effective.

8.6 When you register on the Website, you represent and warrant that all the information which you provide is true and complete.

## 10 Information regarding Tenants

10.1 Dwelly will do several checks such as tenant identity (including the Right to Rent), credit, affordability, and reference checks as part of its standard referencing procedure.

10.2 The tenant authorizes Dwelly and the Landlord to carry out credit searches and reference checks, to contact employers, banks, referees, guarantors and credit reference agencies as appropriate.

10.3 Dwelly and the Landlord may use the information obtained with third parties to assess credit ratings, make insurance decisions, for fraud prevention and tracing / debt collection.

## 11 Risk and Information Quality

11.1 Dwelly does not provide any guarantee regarding the accuracy of the information supplied on or via the Website or by Users.

11.2 You should satisfy yourself of the accuracy of all information and of the integrity of all individuals you are transacting with before entering into any contract or agreement or making payments directly to them.

11.3 Information supplied on the Website does not constitute legal advice and is supplied for information purposes only.

11.4 We have no control over, nor do we accept any responsibility or liability for, any problems that arise from tenancy arrangements that are entered into by Users. Nor do We accept liability for the incorrect or improper use of any tenancy agreement supplied by Us.

## 12 Offers, Negotiations and Holding Deposits

12.1 When a tenant makes an offer on a property, they will be required to pay a Holding Deposit as determined by Us from time to time to initiate the process ("the Offer").

12.2 The landlord will be notified as soon as this happens and has full discretion

whether to reject the Offer, make a counter-offer and/or to request further steps. If the tenant adds further tenants or guarantors to the application, this constitutes a declaration that each new party added will co-operate with the application process in the same way as the tenant (where applicable).

12.3 If the landlord rejects the Offer or does not proceed within [ ] working days of the Offer being made, the Holding Deposit will be refunded to the tenant less such fees as reasonably incurred by Dwelly.

12.4 If the landlord chooses to proceed with the tenant's application following the Offer, the tenant's application then becomes 'active'. For the avoidance of doubt, if the landlord proceeds with the application following the Offer, this does not in itself constitute an Assured Shorthold Tenancy or other Tenancy Agreement and the creation of any tenancy is subject to contract.

12.5 Once the Offer has been made, the landlord has the option to order additional screening and referencing through Dwelly.

12.7 By paying the Holding Deposit, the tenant agrees to the following:

12.7.1 if the landlord and the tenant enter into a tenancy agreement relating to the Property, the amount of the Holding Deposit will be put towards the first payment of rent under the tenancy,

12.7.2 the tenant will be taking the property based on information available about the property on the Website, and without having arranged a viewing of the property,

12.7.3 the tenant will sign the contract generated by Dwelly once the parties have reached agreement on its content,

12.7.4 the UK Government's How to Rent Guide and other relevant documents will be provided by email to the tenant's registered email address and the tenant consents to service of these documents by email, and

12.7.5 the deadline for agreeing any tenancy agreement will be determined by the requirements of the tenancy in question and the wishes of the landlord and prospective tenant. Dwelly will not handle the Holding Deposit any longer than is necessary for the tenancy to be satisfactorily agreed between the parties involved. If the landlord decides not to enter into a tenancy agreement relating to the property, then subject to the requirements of any relevant legislation, the Holding Deposit will be returned to the tenant unless one or more of the following applies:

12.7.5.1 the tenant notified the landlord or Dwelly using the after the landlord chose to proceed following the Offer, that the tenant had decided not to continue their application to rent the property,

12.7.5.2 the tenant provided materially false or misleading information to the landlord and/or Dwelly,

12.7.5.3 the landlord had taken all reasonable steps to enter into a tenancy agreement, but the tenant failed to take all reasonable steps to enter into a tenancy agreement, or

12.7.5.4 the landlord is prohibited by section 22 of the Immigration Act 2014 (persons disqualified by immigration status) from granting a tenancy of the housing to the tenant, and the landlord did not know, and could not reasonably have been expected to know, that the prohibition applied before the Holding Deposit was accepted.

12.8 If there is one or more grounds for not returning the Holding Deposit to the tenant as outlined in these terms and conditions and under the relevant legislation, Dwelly will where appropriate pay the Holding Deposit to the landlord as compensation for the tenant abandoning the application and any associated costs and lost profits incurred less such fees as reasonably incurred by Dwelly.

### 13 Tenancy Deposit and Monthly Rental

13.1 For each Tenancy Agreement concluded via Dwelly, Dwelly (or its affiliate) will collect a security deposit and register this with Dwelly's partner deposit agency, so that the Deposit can be protected under a government-backed tenancy deposit scheme.

13.2 The deposit will be held under the terms and conditions of the deposit scheme in question, and these terms along with relevant account details will be provided to both the landlord and where relevant, the tenants as part of the deposit registration process.

13.3 Each instalment of rent will be paid by the tenant to Dwelly (or its affiliate) when it becomes due according to the tenancy agreement, and Dwelly (or its affiliate) will pay such amounts to the landlord after deducting any fees owed by the landlord to Dwelly (or its affiliate) in accordance with the contractual agency arrangements entered into separately between Dwelly (or its affiliate) and the landlord. Dwelly will not charge the tenant for this rent collection service.

### 15 Profiles

Dwelly is not responsible for any loss you may suffer if you have compromised your password or access codes to the Website or given them to any unauthorized third party which results in any liabilities, damages or losses (whether direct, indirect, consequential, special or otherwise) incurred or suffered by you or any third party in connection with its use.

### 16 Treatment of Personal Data

16.1 Dwelly is the controller of the personal data of Users which is in our possession. In providing our services, Dwelly may from time to time transfer the personal data of Users to you. Where we do so, you will become the controller of that personal data and you hereby agree to observe and perform your compliance obligations as set out in relevant data protection laws. In particular, you shall ensure that you process the personal data of Users where you have a lawful basis to do so; and that you accept your compliance obligations in full.

16.2 Full details of our use and treatment of Personal Data are laid out in our Privacy Policy.

## 17 Legal Disclaimer and Indemnity

17.1 To the maximum extent permitted by law, Dwelly (including its affiliates, officers, directors, agents, subcontractors and employees) will not be liable to Users in contract, tort (including gross negligence) or otherwise for any liabilities, damages or losses (whether direct, indirect, consequential, general, special or otherwise) incurred or suffered by them or any third party arising out of or in connection with the Website and/or any Services including damages, but not limited to, resulting from:

17.1.1 the User's use of the Website or inability to use the Website, including errors, interruptions or delays,

17.1.2 any Services performed by Dwelly or Dwelly's failure to perform any Services,

17.1.3 any transaction concluded via the Website, including but not limited to, any Tenancy Agreement,

17.1.5 any unauthorized access to your documents, personal details, banking details or other information which you have uploaded on the Website, including without limitation, information in your profile,

17.1.7 any other matter relating to the Website or any Service.

17.2 You agree to indemnify and hold Dwelly (including its affiliates, officers, directors, agents, subcontractors and employees) harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees), arising out of or in connection with:

17.2.1 your use of the Website,

17.2.2 your use of the Services,

17.2.3 your breach or violation of any of these terms and conditions,

17.2.6 your violation of the rights of any third party,

17.2.7 your violation of any legal or contractual obligation especially any legal obligation relating to any property advertised on the Website' or

17.2.8 any loss or liability they might incur where they agree to act as your agent.

## 18 Dwelly's Contact Details

18.1 You can contact Prospire Technologies Limited by email on [ ].

18.2 Dwelly's registered address is 86-90, Paul Street, London, England, EC2A 4NE.

## 19 Customer Support and Communication

19.1 In normal circumstances, Dwelly will use its reasonable endeavors to respond to support requests by e-mail the same working day. This timeframe applies to communication sent to Dwelly's customer support team and does not apply where you are communicating with other parties such as our subcontractors, landlords, tenants or other Users.

19.2 Telephone calls made to Dwelly may be recorded for training and monitoring purposes.

19.3 Where a User has been unable to resolve any difficulties directly with the customer support team and wishes to make a complaint, they can initiate our complaints procedure by emailing Dwelly and specifying that they wish to make a complaint, whereupon the handling of the case by the support team will be reviewed by a senior member of staff.

19.4 Dwelly will normally investigate any complaint fully and respond within 15 working days, but we reserve the right to make reasonable extensions to this timeframe where required in order to investigate the complaint fully. If we are unable to resolve your complaint satisfactorily, we will provide details of any tribunal or redress scheme to which you can refer your complaint to.

## 20 Service of communication and legal notices

20.1 The physical address and e-mail address specified in clause 18 above is the address at which all notices, legal processes and other communications must be delivered on Dwelly for the purposes of these terms and conditions and any Services.

20.2 Users agree that the physical address and/or e-mail address as contained in their profile is their nominated address at which all notices, legal processes and other communications must be delivered for the purposes of these terms and conditions and any Services.

20.3 Any notice or communication given under these terms and conditions will be valid and effective only if in writing.

## 21 Licensing information

21.1 Dwelly is currently a Member of the UK Association of Letting Agents ("UKALA") and subscribes to this scheme's Code of Practice for Letting Agents. Further details of the scheme can be found at <https://www.ukala.org.uk/>.

21.2 A copy of the relevant codes of practice for any schemes of which Dwelly is a member of can be provided electronically to Users on request.

21.3 Dwelly holds Professional Indemnity Insurance and Client Money Protection

through accredited providers under the relevant schemes and legislation for letting agents. Further details are available on request.

21.4 Dwelly's Client Money Protection insurance is currently provided by [Hiscox] as part of our membership of the UKALA.

21.5 Dwelly reserves the right to change any of its memberships and insurance providers in its sole discretion.

## 22 General

22.1 Dwelly may amend these terms and conditions at any time in its sole discretion. Any such amendment, however will not affect the rights and obligations of the parties prior to such amendment.

22.2 These terms and conditions contain the entire agreement between Dwelly and any User as to the subject matter and no party will have any claim or right of action arising from any undertaking, representation or warranty not included in these terms and conditions.

22.3 No failure by Dwelly to enforce any provision of these terms and conditions will constitute a waiver of such provision or affect that Dwelly's right to require performance of any such provision at any time in the future, nor will the waiver of any subsequent breach nullify the effectiveness of the provision itself.

22.4 No agreement to vary, add to or cancel these terms and conditions will be of any force or effect unless reduced to writing and agreed to by Dwelly.

22.5 Each clause and sub-clause of these terms and conditions is severable, the one from the other, and if any clause or sub-clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses and sub-clauses will continue to be of full force and effect.

22.6 Each User warrants that it is acting as a principal and not as an agent for an undisclosed principal.

22.7 We may assign any or all of our rights and responsibilities under this agreement and may employ a sub-contractor or sub-agent to fulfil any obligation.

22.8 We may vary any fees or the scope of any of the Services upon giving not less than one month's notice to you in writing of that change.

22.9 Dwelly may at any time suspend or terminate any User's use of the Website or any Services at its sole discretion and for any reason.