

# **Guarantor application form**

Name of person you are being guarantor for:	Time at Current address:
	<b>Claimed income Annually:</b> (Salary / benefits / pension etc)
Your Name:	
Your DOB:	Employment status: (Fill in the following section based on your choice below)
<b>Your Address:</b> (if there for less than 3 years please use the Additional Notes box to enter previous addresses and time there)	<ul> <li>SELF EMPLOYED</li> <li>STUDENT</li> <li>RETIRED</li> <li>Other - please specify</li> </ul>
	Employed
Email Address:	Company Name:
Phone Number:	Contact Name: (eg line manager or HR Dept)
	Email Address:
<b>Credit History Confessions:</b> (Please details any CCJ's, Bankruptcies or IVA's whether settled or unsettled)	Phone Number:
	<b>Self Employed</b> (If self employed you will need to provide at least one years worth of accounts, a letter from your accountant showing
Residency type: (Private tenant, home owner, etc.)	income or SA302 form, or a reference from your accountant) <b>Retired</b>
	(If retired you maybe asked for proof of funds eg savings or pension income)
	Proof of ID

For example a passport or driving licence so that we can confirm your identity

# **Additional Notes**

# **Guarantor declaration agreement**

If you could just take a minute to read the following declaration, when you're happy sign in the box, check you're happy to proceed and we can get things finished.

# **Guarantor Definitions**

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"Application"	the application made by a Prospective Tenant for a tenancy of the Property
"Consumer"	as defined by section 2 of the Consumer Rights Act 2015
"Dashboard"	Vouch's software hosting system
"Data Controller"	as defined by section 1 of the Data Protection Act 1998
<b>"Guarantor"</b> a person who gives a guarantee of a Prospective Tenant's obligations under a tenancy agreement	
"Landlord"	the person who intends to grant a lease of the Property
<b>"Letting Agent"</b> an agent acting on behalf of the Landlord in connection with the letting of the Property	
"Personal Data"	as defined by section 1 of the Data Protection Act 1998
"Property"	the property to be let
"Registration" online registration for	the process whereby the contracting party completes the rm provided by Vouch
<b>"Services"</b> the services that Vouch will provide to the contracting party as set out below	
"Website"	www.vouch.co.uk
<b>"We/Us/Vouch"</b> 10678036	Vouch Online Limited, company registration number
"You/Your"	the contracting party completing Registration

### Use of information provided by You

"Application" the application made by a Prospective Tenant for a tenancy of the Property "Consumer" as defined by section 2 of the Consumer Rights Act 2015 "Dashboard" Vouch's software hosting system as defined by section 1 of the Data Protection Act 1998 "Data Controller" a person who gives a guarantee of a Prospective Tenant's "Guarantor" obligations under a tenancy agreement "Landlord" the person who intends to grant a lease of the Property "Letting Agent" an agent acting on behalf of the Landlord in connection with the letting of the Property "Personal Data" as defined by section 1 of the Data Protection Act 1998 "Property" the property to be let **"Registration"** the process whereby the contracting party completes the online registration form provided by Vouch "Services" the services that Vouch will provide to the contracting party as set out below "Website" www.vouch.co.uk "We/Us/Vouch" Vouch Online Limited, company registration number

#### "You/Your" the contracting party completing Registration

#### Your privacy is very important to us!

We promise to use the information you give us only for validating the guarantor application and associated tasks. We have been passed your contact details in association with a tenancy application. We will only keep your details in association with this application and not use them for anything else. If the application ceases for any reason we keep hold of the details for six months just in case the applicant would like to explore other avenues or properties, after all no-one like re-filling forms time and again!

We may need to pass certain details about you to other people and companies – this includes the landlord or the letting agents, Equifax for your credit check and your employer/accountant (if applicable) to confirm your employment.

If, in future, you want to know what information we hold about you, or have any other queries regarding data protection or your rights, all you have to do is ask - just drop an email to **dpo@vouch.co.uk** and we can help resolve your query. You also have a right to lodge a complaint with the ICO if you wish.

#### Use of information provided by You

- Vouch is a Data Controller as defined in the Data Protection Act 1998. 1.
- In order to verify the contents of the Application, Voterior Act 1996. Personal Data with third parties and the Landlord and/or Letting Agent. Where it is necessary to do so, Vouch will comply with all aspects of the Data Protection Act 1998. 2.
- Vouch's data protection policy which is available at **www.vouch.co.uk** is incorporated into these terms and conditions. 3
- Should it be necessary for Vouch to transfer Personal Data overseas, this information will only be shared within the EEA. Any such transfers will be made in full compliance with the Data Protection Act 1988. 4
- In order to complete the Application, Vouch will consult with a number of sources to verify the information that You provide. We will never share your data with anyone other than for the purposes of verifying the suitability of your application to be a guarantor. The third parties with whom it may be necessary for Vouch to share information relating to your Application may be been application to share information relating to your Application may 5. include but are not limited to:
  - a. Your family, associates and representatives;
  - b. suppliers and service providers.
  - c. your or our professional advisors and consultants:
  - d. financial organisations;
  - e, credit reference agencies;
  - f. debt collection and tracing agencies;

### Signature:

g. employment and recruitment agencies;

- h. central government.
- 6 You agree to permit Vouch to approach third parties including those listed in clause 5 above.
- 7. You agree that Vouch may consult with a licensed credit reference agency regarding Your Application. You agree that Vouch may share such Personal Data with the credit reference agency as is necessary to carry out a search.
- You accept that a credit reference agency may record the results of any search conducted in relation to your Application. 8.
- You accept that the credit reference agency search may show how you conduct payments with other entities. You accept that from time to time this information may also be used for debt tracing and fraud prevention. 9 time
- You may request the name and address of the credit reference agency Vouch use to conduct a search and You may also ask for a copy of the information provided to Vouch as a result of that search. 10.
- You acknowledge that if false or inaccurate information is provided by You and fraud is identified, details will be passed to fraud prevention agencies 11. to prevent fraud and/or money laundering.
- You confirm that You consent to Vouch contacting your referees using Personal Data which has been provided by You in the Application for the purposes of allowing your referees to verify and/or provide information about Your earnings and income and dates of employment
- Information may be sent to You and Your nominated referee(s) by email and SMS. This information will only be such as is necessary to identify You. You confirm you are aware that information sent electronically cannot be guaranteed to be secure. 13.
- You acknowledge that Vouch cannot guarantee the security of any 14 electronic communications relating to your Application
- You confirm that you are aware that any tenancy granted as a result of Your application will be subject to the provisions of the Housing Act 1988. Any resulting tenancy will be subject to the grounds for possession of dwelling houses let on assured tenancies contained in schedule 2 to the Housing Act 1988, in particular ground 17. 15
- As a result of the information you provide to Vouch and that Vouch obtains from third parties in connection with The Application, You agree that Vouch may pass on all such information to the Landlord of the Property and/or the Letting Agent. 16
- You accept that the results of such checks and searches that have been carried out by or for Vouch in connection to Your Application may be accessed in the future by Vouch if you apply for a tenancy again through 17 Vouch
- The decision as to whether or not to accept The Application rests with the Landlord or Letting Agent. 18.
- Vouch accepts no liability for any loss suffered by You in the event your Application is unsuccessful. 19

### Status of the Landlord or Letting Agent

You accept that Vouch cannot guarantee the accreditation status of the Landlord nor can Vouch guarantee that the Landlord or the Letting Agent acting on the Landlord's behalf holds any licences or certification as may be required by law including but not limited to a HMO Licence. 20

### **Submitting Your Application**

By ticking the box below you confirm that you have read and agree to 21. these terms and conditions

# Termination

- You may terminate this agreement at any time.
- Vouch may terminate this contract with You where You are in breach of any 23 of its terms or where You have failed to perform Your obligations.
- Vouch may also terminate this contract where Vouch decides, at its 24. discretion, to withdraw the software system (whether on a permanent or temporary basis) or decides to no longer permit access to the Website by you (by use of passwords or changes of passwords or by other means).

### Reliance on these terms and conditions

- Vouch intend to rely on these terms and conditions as being the terms and conditions of the contract between You and Vouch. Any changes to the terms and conditions that You wish to make should be put in writing but no changes will be made to these terms and conditions without Vouch's written agreement.
- Vouch reserves the right to change these terms and conditions at any time and any changes will be posted on our Website. Your continued use of our Website after such notification shall constitute your acceptance of those 26 terms.

#### Law and jurisdiction

The validity, construction and performance of this contract shall be governed by English law and be subject to the exclusive jurisdiction of the English courts to which Vouch and You submit.

#### Third parties

28. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not give any person who is not a party to it the right to enforce any of its provisions.

# **Contact Us**

29. If You have any questions or comments about these terms and conditions, or you wish to make a complaint, please contact Us:

#### by post to: 953 Ecclesall Road, Sheffield, South Yorkshire, England, S11 8TN b. by email at: hello@vouch.co.uk

- c. by telephone on: 03303337272

Date: