

# Terms and Conditions

Brilliant Landlords (a trading style of Exclusive Connections Limited, henceforth "Brilliant") are part of the Brilliant Group of companies that includes, not exclusively, Brilliant Money (a trading style of Brilliant Mortgages Limited) Exclusive Connections Limited, Tenant Index and Exclusive Connections Holdings Limited and other related companies ("Brilliant Group").

## Third Parties

Brilliant provides no guarantee for the quality of service offered by third party providers such as external web portals, printers, credit reference agencies and any other external party used by Brilliant. It goes without saying that Brilliant have only partnered with the best external parties but Brilliant is not accountable for any service issues or errors on the part of any external party.

## Data Retention

Brilliant will retain as much data on you and your tenants as possible in order to offer you and your tenants the best possible service. This data makes it easier for you to benefit from all of our services without the need for data duplication. For details on the group's Privacy Policy please [click here](#). In agreeing to these terms and conditions you are hereby agreeing to accept the group's Privacy Policy.

The information provided to the Landlord by Brilliant may be confidential, e.g. credit check results and references. It is your responsibility to use this information solely for the specific purpose of assessing the tenant and to keep this information confidential at all times, not passing it on to any third parties without express client consent.

## Permissions

Please note that in order to provide suitable services we will need to determine that you have obtained the appropriate permissions relating to that service. For example, a property inspection may require the occupant's permission for entry and any credit searches will also require client permission.

As a Landlord we have every reason to believe that you are aware of the requirements behind the products and services that we offer and have obtained appropriate consent in each case. If you have any doubts then please contact us directly.

## Contact

We may contact you on a regular basis for an update on the tenancy or other areas. This will allow us to ensure that information we retain on the tenancy is as up to date as possible. Tenants may be contacted by us directly in order to offer supporting services or products or to offer support, services and products as requested by you. This can help avoid problems before they arise and is a key part of our service.

## Service Standards

Service Standards advertised provide no guarantee. These are standards that we expect to meet on a daily basis but we acknowledge that on exceptional occasions we may not meet expectations. If you have any particular service problem please contact us directly.

## Liability

Brilliant accepts no liability for any financial loss or damage as a result of the provision, or lack of provision, of Brilliant products or services. It is the Landlords responsibility to ensure that the product or service provided meets their minimum requirements and is sufficient for the needs at that point in time.

## Tenant Checks

There will be a footprint of credit checks undertaken by Brilliant in the name of Brilliant and not the Landlord. Any tenant undergoing a search should be made aware of this.

Brilliant is not responsible for the content of the reference checks, credit checks, identification reports or site inspections. Brilliant will undertake due care and attention in the provision of these services but the landlord must ensure that the landlord is satisfied with the product at the point of delivery.

Brilliant has partnered with Tenant Index, part of the Brilliant Group, to provide tenant check services and to compile a list of Tenants of all types for the benefit of good tenants and landlords alike. Brilliant may search Tenant Index and may also use the services of Tenant Index to review tenant applications on behalf of Landlords. The Landlord must ensure that permission is obtained from all tenants to check the tenants using such 3rd party companies and for such 3rd parties to retain the data for future referencing. In the event that the Landlord does not have permission to directly or indirectly provide future references or pass on such data to third parties it is the landlord's responsibility to notify Brilliant immediately.

## Credit Referencing Agencies

Unless you expressly state otherwise, we will return references on the performance of your tenants with the requirements of your tenancy and also to pass this information on to any credit reference agencies or other similar bodies, including Tenant Index for the purpose of evaluating the credit worthiness or suitability of the relevant tenants. You should obtain express consent for this from your tenants and our Application Form allows you to collect this in writing. You should also obtain express consent from applicants for any tenancy if you instruct any tenant check services, including tenant credit checks or tenant ID checks where Brilliant will pass on the details of the tenants to third party credit reference agencies. Our Application Form also allows you to collect this consent in writing.

## Legal Advice

Brilliant is not a solicitor or legal practitioner of any sort nor does it hold itself out to be. Brilliant advises landlords as to how to manage legal activities in relation to the tenancy and tenancy disputes without the need to resorting to pay for legal advice from a regulated and qualified solicitor. As a result, Brilliant is not responsible or liable for any damages or financial loss whatsoever as a result of our support. The landlord is responsible for the making of these decisions and if the landlord is not prepared to accept this responsibility (albeit with our support and guidance) then they should seek independent legal advice.

## Documentation

At the time of production, documents provided are legally binding, accurate and complete in as far as Brilliant is aware. Brilliant provides no guarantee as to the accuracy and content of the documentation and is thus not responsible for any damages, loss (financial or otherwise) that the landlord may incur as a result of using these documents. Please seek independent legal advice if you require legally binding guarantees on documentation.

## Assignment

In the event that Brilliant sells or transfers the business activities, or any component of the business activities, in relation to the provision of these services to Landlords, Brilliant will sell the rights to use your data to the receiving or acquiring business in order to allow this business to continue to provide the relevant services.