SOCIAL HOUSING CONNECT

PARTNERING LANDLORDS & PROVIDERS

TERMS OF BUSINESS

SOCIAL HOUSING CONNECT LTD • Company No. 17030395 • Version 1.0 (Effective 21 October 2026)

> **Draft for solicitor review:** Items highlighted in **[square brackets]** in Sections 4 and 6 need your fee details or insurance/regulatory numbers before publishing. This draft is not legal advice.

1. ABOUT THESE TERMS

1.1 These terms apply to everyone who registers as a member of Social Housing Connect, whether as a landlord, investor, supported living provider, housing provider or other organisation (a **Member**).

1.2 Social Housing Connect is a trading name of **SOCIAL HOUSING CONNECT LTD**, company number **17030395**, registered office **Unit 27, Trent South Industrial Park, Nottingham, England, NG2 4EQ** (**we, us, our**).

1.3 By ticking the acceptance box when registering, or by using our services, you agree to these terms. If you act for a company, you confirm you have authority to bind it.

1.4 These terms are intended for businesses and people acting for business purposes, such as property investment or running a housing service. If you are a consumer, some parts may apply differently, and your legal rights are not affected.

1.5 Together with any Fee Agreement or NDA you sign with us, these terms form the whole agreement between us. If a signed Fee Agreement or NDA conflicts with these terms, the signed document wins.

2. OUR ROLE

2.1 Social Housing Connect is an independent property consultancy specialising in supported living and social housing.

2.2 We are not an estate agent. We do not market properties for sale, negotiate residential sales, or act as regulated estate agents. We do not manage properties or collect rent unless we agree this separately in writing.

2.3 Our role is to:

- introduce suitable landlords and supported living or housing providers;
- provide consultancy and property advice;
- help with property procurement;
- facilitate discussions between parties;
- support lease negotiations; and
- offer ongoing guidance throughout the onboarding process.

2.4 Any lease, underlease, management agreement or other contract (a **Property Agreement**) is made directly between the landlord and the provider. We are not a party to it. Each party should take their own independent legal advice before signing.

2.5 Our consultancy is based on our professional knowledge, industry relationships and experience in the supported living sector. It is general guidance, not legal, financial, tax, planning or surveying advice. We recommend all parties obtain independent legal, financial and professional advice before entering any agreement.

2.6 Decisions to enter a Property Agreement, and on what terms, are made by the landlord and the provider alone.

3. YOUR RESPONSIBILITIES

3.1 You must give us information that is accurate, complete and up to date. Tell us promptly if anything changes, for example if a property is let, sold or withdrawn, or a requirement is filled.

3.2 You confirm you have the right to share any information, photos, floor plans or documents you send us. You allow us to share them with other Members and prospective parties for the purpose of making Introductions.

3.3 Each party is responsible for its own checks before entering any Property Agreement. This includes, as relevant:

- title, ownership, mortgage lender and freeholder consents;
- gas safety, EICR, EPC, fire risk assessment, fire doors, alarms and emergency lighting;
- HMO, selective or additional licensing;
- planning use class (for example C2, C3 or sui generis) and building regulations;
- insurance;
- housing benefit, exempt or specified accommodation status, and local authority support;
- the identity, registration, regulation (such as with the Regulator of Social Housing, CQC or Ofsted) and financial standing of the other party; and
- the terms of the lease, including rent, length, break clauses, repairs and dilapidations.

3.4 We may pass on information supplied by others, such as rents, condition, requirements or availability. We do not verify it, and you should not rely on it without your own checks.

3.5 You must not use our services for any unlawful purpose. You must comply with our reasonable requests for identification, including any checks we must carry out under anti-money-laundering law.

4. FEES AND NON-CIRCUMVENTION

4.1 Membership and registration are **[free / £X per month]**. We tell you about any fee before you incur it. Our fee for each deal is set out in a separate Fee Agreement or NDA that you sign.

4.2 Unless your Fee Agreement says otherwise, our fee is earned when a Property Agreement is completed (signed, or a letter of intent is signed and the provider takes possession) between you and a party or property we introduced. The fee is **[X% of the first year's rent / X months' rent / £X]** plus VAT if applicable. It is payable within 14 days of our invoice.

4.3 **Abortive work.** If you ask us to carry out work and then withdraw after a provider has agreed terms in principle, we may charge for reasonable work done, **[up to £X]**, as set out in your Fee Agreement.

4.4 **Late payment.** We may charge interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 **Non-circumvention.** For 24 months after an Introduction, you must not deal directly or indirectly with the introduced party or property in a way that avoids our fee. This includes dealing through a connected person or company, or through another agent. If a Property Agreement results from an Introduction during that period, our fee is payable in full as if we had arranged it.

4.6 This does not apply if you can show, in writing, that you already had a relationship with that party or property before our Introduction. You must tell us within 5 working days of the Introduction.

4.7 If a Property Agreement is renewed or extended, or a further property is let between the same parties within 24 months of the Introduction, **[a further fee of X is payable / no further fee is payable]**.

5. CONFLICTS, CONFIDENTIALITY AND NO GUARANTEES

5.1 **Working with both sides.** We work with both landlords and providers. We may be paid by the landlord, the provider, or both, on the same deal. We will tell you, before a Property Agreement is signed, who is paying us a fee on that deal. By accepting these terms you agree to us acting in this way.

5.2 We also work with many other landlords and providers. We may introduce the same property to several providers, or several properties to the same provider. We do not act exclusively for any Member unless agreed in writing.

5.3 **Confidentiality.** Any information we share about a property, landlord, provider, rent or requirement is confidential. You must use it only to consider a deal through us, and must not pass it to anyone else, other than your

5.4 No guarantees. We do our best to find suitable matches, but we do not guarantee that:

- a match, viewing, offer or Property Agreement will happen;
- any rent, lease length or occupancy level will be achieved;
- a provider will perform its obligations, pay rent on time or return the property in good condition; or
- a local authority, housing benefit office or regulator will approve a scheme.

6. REGULATION AND INSURANCE

6.1 We hold professional indemnity insurance with **[insurer]**, policy limit £**[X]**. **[Delete if not yet in place.]**

6.2 **[If applicable:]** We are registered with HM Revenue & Customs for anti-money-laundering supervision, registration number **[X]**. We may ask you for identification and evidence of ownership or source of funds, and may decline to act if these are not provided.

6.3 **[If applicable:]** We are a member of **[The Property Ombudsman / Property Redress Scheme]**, membership number **[X]**.

7. OUR LIABILITY

7.1 We will provide our services with reasonable care and skill.

7.2 Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law.

7.3 Subject to 7.2, we are not liable for: the acts, omissions, decisions or solvency of any landlord, provider, tenant, occupier or other third party; the condition, compliance or suitability of any property; the terms or performance of any Property Agreement; information supplied by third parties that we pass on in good faith; or loss of rent, profit, income, business or opportunity, or any indirect or consequential loss.

7.4 Subject to 7.2, our total liability to you arising from or in connection with our services, whether in contract, negligence or otherwise, is limited to the fees you paid us for the deal the claim relates to, or £1,000 if no fee was paid.

7.5 You agree to indemnify us against claims, losses and costs caused by your breach of these terms, including inaccurate information you provide or your breach of section 5.3.

8. DATA PROTECTION

8.1 We use personal data in line with UK data protection law and our Privacy Notice, which explains what we collect, why, who we share it with and how long we keep it.

8.2 We will share your contact and property or requirement details with landlords and providers so that we can make Introductions. We keep records of our communications and deals in our CRM and project management systems.

8.3 If you send us personal data about anyone else, such as tenants, residents or staff, you must have a lawful basis to do so. Please do not send us residents' personal or health information unless we ask for it.

9. ENDING MEMBERSHIP & 10. GENERAL

9.1 You may end your membership at any time by emailing **socialhousingconnect@gmail.com**. **9.2** We may suspend or end your membership if you breach these terms, give false information, or act in a way that could harm us or other Members. **9.3** When membership ends, sections 4, 5.3, 7 and 10 continue to apply, and fees for Introductions made before the end date remain payable.

10.1 Complaints. If you are unhappy with our service, email us at **socialhousingconnect@gmail.com**. We will acknowledge your complaint within 5 working days and aim to respond in full within 15 working days.

10.2 Changes. We may update these terms. We will email Members and post the new version on our website at least 14 days before it takes effect. Changes do not affect Introductions made before they take effect.

10.3 Other terms & Law. If any part of these terms is found unenforceable, the rest remains in effect. A delay in enforcing these terms is not a waiver. Nobody other than you and us has rights under these terms. **10.4** These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

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