

# **Northgate Haringey Landlord Portal**

## **Terms of Use**

**Valid from: 17 June 2019**

## **Index of Terms of Use**

<b>Definitions and Interpretations</b>	<b>4</b>
<b>General</b>	<b>7</b>
<b>1.0 Purpose and duration</b>	<b>7</b>
<b>2.0 User Set up and Access Rights</b>	<b>7</b>
<b>3.0 Log-in ID Security</b>	<b>8</b>
<b>4.0 Confidentiality and Data Protection</b>	<b>8</b>
<b>5.0 Landlord Portal Data and Information</b>	<b>8</b>
<b>Council and Landlord Responsibilities</b>	<b>9</b>
<b>6.0 Purpose and Duration</b>	<b>9</b>
<b>7.0 User set up and Access Rights</b>	<b>10</b>
<b>8.0 Log-in ID Security</b>	<b>10</b>
<b>9.0 Confidentiality and Data Protection</b>	<b>11</b>
<b>10.0 Landlord Portal Data and Information</b>	<b>11</b>
<b>11.0 Landlord Portal Security</b>	<b>12</b>

**In requesting access to the Northgate Haringey Landlord Portal ('Landlord Portal'), you agree to the following Terms of Use.**

**Access to the Landlord Portal is granted in accordance with the Terms of Use contained in this document.**

**These terms are valid from 17 June 2019 and remain in force unless or until otherwise varied by the Council.**

**Landlord Portal access will be revoked for non-compliance with the Terms of Use.**

## Definitions and Interpretations

Access to the Landlord Portal is permitted in accordance with acceptance of and adherence to the Terms of Use as defined in this section.

<b>access</b>	access to the Landlord Portal is granted by the Council subject to compliance with these Terms of Use for the specified duration (if any)
<b>access rights</b>	the level of access assigned to a unique Log-in ID – there are Primary User, Administrator or View only access rights
<b>Administrator</b>	a named employee, representative or agent of the Landlord who is assigned admin level access by the Landlord's Primary User or another Administrator for the purposes of accessing and using the Landlord Portal and data and information available via the Landlord Portal for or on behalf of the Landlord
<b>anti-virus</b>	computer software intended to prevent, detect and remove computer viruses and malicious software
<b>confidential information</b>	any data or information that might reasonably be considered confidential, any data or information about or available via the Landlord Portal (including data or information viewed on screen and any printed copies of data or information held on the Landlord Portal), any data or information that might reasonably be considered the Intellectual Property Right of Northgate Public Services and any data or information covered by Data Protection requirements including any data or information which can be construed as personal data
<b>data or information</b>	the content in this document and any details available via the Landlord Portal (including on screen and electronic and printed copies or images of data and information held on the Landlord Portal)
<b>Data Protection requirements</b>	the Data Protection Act 2018 and any statute, regulation or policy regarding access, use and protection of data and information
<b>duration</b>	subject to compliance with the Terms of Use the period during which access to and use of the Landlord Portal remains valid including any fixed-term probationary period (if any)
<b>firewall</b>	a computer security system preventing unauthorised access to a network
<b>fixed-term probationary period</b>	the Council reserves the right to impose a fixed-term probationary period for non-compliance with the Terms of Use
<b>Haringey</b>	London Borough of Haringey
<b>Intellectual Property Rights</b>	any trademark, service mark, logo, design, domain, database or functionality directly or indirectly attributable to Haringey, Northgate Public Services or the Landlord Portal or any trademark, service mark, logo, design, domain, database or functionality that might reasonably be attributable to Haringey, Northgate Public Services or the Landlord Portal

<b>liability</b>	includes but is not limited to actions, claims, costs, damages, expenses and losses incurred directly or indirectly as a consequence of non-compliance with the Terms of Use by act, inaction, error, omission or neglect
<b>Log-in ID</b>	the unique Username allocated to the Landlord or a named employee, representative or agent nominated as a user by the Landlord for the purposes of accessing and using the Landlord Portal and data and information available via the Landlord Portal for or on behalf of the Landlord
<b>Log-in ID Security</b>	shall be interpreted in accordance with Sections 3.0 and 9.0
<b>misuse, inappropriate use, improper use, inappropriate access, improper access</b>	whether by act, inaction, error, omission or neglect, accessing or using or attempting to access or use the Landlord Portal to obtain or attempt to obtain data or information which the Landlord would not otherwise be entitled to obtain from the Council and using or attempting to use data and information available via the Landlord Portal for reasons not specified in 2.5 and providing or obtaining or attempting to provide or obtain data and information available via the Landlord Portal to a person, company or organisation other than the Landlord and access or use or attempted access or use of the Landlord Portal by a person, company or organisation using the Landlord's unique Log-in ID without the Landlord's permission, authorisation or designation and access or use or attempted access or use of the Landlord Portal by a person, company or organisation using a unique Log-in ID of a user nominated by the Landlord
<b>month</b>	a calendar month
<b>Northgate Public Services</b>	the provider of the Northgate Haringey Landlord Portal and Intellectual Property Rights owner of any trademark, service mark, logo, design, domain, database or functionality directly or indirectly attributable to the Landlord Portal
<b>non-compliance</b>	direct or indirect failure by act, inaction, error, omission or neglect by the Landlord or by the Landlord's permitted, authorised or designated employee, representative or agent to comply with the Terms of Use and any direct or indirect failure by act, inaction, error, omission or neglect that causes or potentially causes unauthorised access or use
<b>Online Key</b>	an Online Key is generated each time a user signs into the Landlord Portal - users are unable to access Landlord data without the Online Key generated at the time of sign in
<b>permitted, authorised or designated employee, representative or agent</b>	a staff member or third party permitted, authorised or designated by the Landlord as a user nominated to by the landlord to access and use the Landlord Portal and data and information available via the Landlord Portal for or on behalf of the Landlord
<b>personal data</b>	has the meaning assigned in the Data Protection Act 2018
<b>Landlord Portal Data and Information</b>	any data and information available via the Landlord Portal on-screen or (in accordance with Data Protection requirements) any stored, printed and electronic copies or images of data and information obtained from the Landlord Portal
<b>Landlord Portal Security</b>	shall be interpreted in accordance with Section 10.0

<b>Primary User</b>	the Council will give Primary User access to the person nominated by the Landlord when requesting access to the Landlord Portal – the Primary User will set up other users nominated by the landlord and assign them access rights as Administrators or View only users
<b>Section</b>	means a section of the Terms of Use
<b>Terms of Use</b>	the terms, conditions, definitions, interpretations and requirements of the Terms of Use that the Landlord and any permitted, authorised or designated employee, representative or agent must comply with to be granted and retain access to the Landlord Portal for the duration of the specified duration (if any)
<b>specified purposes</b>	access to and use of the Landlord Portal and any data or information available via the Landlord Portal is only granted where the Landlord would otherwise be entitled to obtain that data or information from the Council and is limited to the purposes listed in 2.5
<b>the Council</b>	London Borough of Haringey
<b>the Landlord</b>	the person, company or organisation agreeing to the definitions, interpretations and requirements of the Terms of Use and any permitted, authorised or designated employees, representatives or agents who access or use the Landlord Portal and data and information available via the Landlord Portal for or on behalf of the Landlord
<b>the Landlord Portal</b>	the Northgate Haringey Landlord Portal
<b>unauthorised access or use</b>	whether by act, inaction, error, omission or neglect: <ul style="list-style-type: none"> <li>• any direct or indirect failure by the Landlord to protect access or use of unique Log-in IDs</li> <li>• any direct or indirect failure by the Landlord to restrict access or use of the Landlord Portal for specified purposes only</li> <li>• any direct or indirect failure by the Landlord to prevent access to or use of unique Log-in IDs or the Landlord Portal by a person, company or organisation who does not have the Landlord's permission, authorisation or designation</li> </ul>
<b>usage</b>	usage of the Landlord Portal granted by the Council subject to compliance with the Terms of Use during a specified Term (if any)
<b>user nominated by the Landlord</b>	a named employee, representative or agent of the Landlord who is allocated a unique Log-in ID with the permission, authorisation or designation of the Landlord for the purposes of accessing and using the Landlord Portal and data and information available via the Landlord Portal for or on behalf of the Landlord
<b>Username</b>	the Log-in ID of the user accessing the Landlord Portal
<b>vary</b>	to amend any term or condition by increasing, decreasing, permitting, limiting, restricting or revoking access to or use of the Landlord Portal or data or information available via the Landlord Portal on grounds including, but not limited to, statutory requirement, security, Data Protection, the interests of the Council, non-compliance with the Terms of Use, compliance or any basis which would reasonably require the Council to amend any term or condition

<b>View only user</b>	a named employee, representative or agent of the Landlord who is assigned view level access by the Landlord’s Primary User or Administrator for the purposes of accessing and using the Landlord Portal and data and information available via the Landlord Portal for or on behalf of the Landlord
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Except where the context otherwise requires the Terms of Use set out in this document shall be taken to have the meaning, interpretation or definition which is assigned, inferred, implied or specified in this Section.

These Terms of Use are not intended as a representation of any Act, statutory requirement, edict, regulation or code of practice and should not be taken as such.

## General

### 1.0 Purpose and duration

- 1.1 This document outlines the terms of access to and use of the Northgate Haringey Landlord Portal (‘the Landlord Portal’).
- 1.2 Access to the Landlord Portal is limited to claims where the Landlord receives direct payments of:
  - a. Housing Benefit
  - b. Discretionary Housing Payments
  - c. Universal Credit Discretionary Housing Payments
- 1.3 Landlords with access to the Landlord Portal are issued online letters and payment schedules. No letters or schedules will be issued by post.
- 1.4 Subject to adherence with the Terms of Use access to the Landlord Portal remains valid from 17 June 2019:
  - a. for the duration specified by the Council (if any)
  - b. for the duration of any fixed-term probationary period specified by the Council (if any)

### 2.0 User Set up and Access Rights

- 2.1 The Council will set up the Landlord’s Primary User using the details provided when access to the Landlord Portal is requested.
- 2.2 An activation email is issued to the Primary User. Once validated the Primary User has access to the Landlord Portal.
- 2.3 The Primary User can set up additional users who have been nominated by the Landlord and can also reset user passwords if necessary.
- 2.4 Additional users can be assigned Administrator access or View only access. Administrators can also set up other users and reset passwords if necessary.

2.5 All users have access rights to:

- a. view, print and export Landlord payment details
- b. view and print basic claim details
- c. view and print online letters
- d. notify changes relating to the landlord
- e. notify changes relating to a tenant
- f. upload proofs and other documents

2.6 All users have access to links on the sign in page that allow them to resolve forgotten Usernames or Passwords.

### **3.0 Log-in ID Security**

3.1 The unique Log-in ID ('Username') assigned to a user is intended solely for the purposes of enabling access to the Landlord Portal.

3.2 Usernames must be created in the format: [FIRSTNAME.LASTNAME@LBHGY.](#)

3.3 The Log-in ID is password protected and authentication in the form of an Online Key is required to gain access to the Landlord Portal.

3.4 An Online Key is generated and emailed to the user each time they sign-in. Only the most recent Online Key is valid.

### **4.0 Confidentiality and Data Protection**

4.1 Confidentiality, confidential information, Data Protection requirements, personal data and Intellectual Property Rights shall be taken to have the meaning, interpretation or definition which is assigned, inferred, implied or specified in the Terms of Use Definitions and Interpretations.

4.2 Notwithstanding the generality of 4.1 confidentiality, confidential information, Data Protection requirements, personal data and Intellectual Property Rights shall without limitation be treated as having any meaning, interpretation or definition which is assigned, inferred, implied or specified by the everyday meaning and everyday usage of those terms.

### **5.0 Landlord Portal Data and Information**

5.1 Landlord Portal Data and Information shall be interpreted and treated in the same way as data and information as outlined in Section 4.0.



## **Council and Landlord Responsibilities**

### **6.0 Purpose and Duration**

- 6.1 The Council reserves the right to:
- a. require the Landlord to periodically renew acceptance of the Terms of Use
  - b. vary, restrict or limit a duration period (if any)
- 6.2 Where the Council varies, restricts or limits a duration period or requires renewal of the Terms of Use the Landlord will be notified of:
- a. the reason(s) for the variation, restriction or limitation
  - b. the duration of the variation, restriction or limitation
  - c. the reason(s) why a renewal of the Terms of Use is required
  - d. the frequency of a periodic renewal of the Terms of Use (if any)
- 6.3 Access to and usage of the Landlord Portal is subject to the Terms of Use for the duration period specified by the Council (if any).
- 6.4 The Landlord is responsible for ensuring users the Landlord has nominated to access and use the Landlord Portal do so in accordance with the Terms of Use.
- 6.5 Access to the Landlord Portal will be removed in any case of non-compliance in any case of:
- a. non-compliance with any of the terms of the Terms of Use
  - b. inappropriate or improper access to the Landlord Portal or any data and information available via the Landlord Portal
  - c. misuse, inappropriate use or improper use of the Landlord Portal or any data and information available via the Landlord Portal
  - d. failure to comply with relevant Data Protection requirements
  - e. failure to ensure access to the Landlord Portal is controlled and remains secure
  - f. failure to prevent unauthorised use of unique Log-in IDs or unauthorised access to the Landlord Portal
  - g. failure to adhere to password and security protocols
- 6.6 Where the Terms of Use are invalidated for non-compliance access to the Landlord Portal will be revoked for all users.
- 6.7 Where access to the Landlord Portal is revoked it will not be reinstated unless and until the Landlord:
- a. demonstrates that steps have been taken to remedy the matter(s) that invalidated the Terms of Use
  - b. has introduced appropriate measures to prevent a recurrence of the matter(s)
  - c. satisfies the Council that the remedy and measures are effective and robust

- 6.8 Where the Landlord satisfies the Council that access should be reinstated it the Council may restrict access to a fixed-term probationary period.
- 6.9 The fixed-term probationary period (if any) shall be determined by the Council based on:
- a. the severity of the matter(s) that led to revocation of access
  - b. the effectiveness of the remedies and measures introduced by the landlord to prevent recurrence of the matter(s)
- 6.10 Any further non-compliance with the Terms of Use during a fixed-term probationary period will lead to revocation of access for a period to be determined by the Council.

## **7.0 User set up and Access Rights**

- 7.1 The Landlord is responsible and accountable for ensuring:
- a. the Landlord Portal is only accessed by the Landlord or a user the landlord has nominated
  - b. any data or information that could be construed as confidential information is treated appropriately
  - c. any data used to notify the Council of a change is both accurate and necessary
  - d. all language, references and content notified or added by the Landlord or a user nominated by the landlord cannot be construed either directly or indirectly as defamatory, discriminatory, malicious, offensive or liable to cause distress
- 7.2 Where the Terms of Use are invalidated due to non-compliance access to the Landlord Portal will be revoked.
- 7.3 For the avoidance of doubt where the Terms of Use are invalidated due to non-compliance the Council shall accept no direct or indirect liability and the Landlord shall:
- a. be held solely responsible and accountable for such non-compliance
  - b. indemnify the Council against all actions, claims, costs, damages, expenses, losses and liabilities directly or indirectly arising from non-compliance

## **8.0 Log-in ID Security**

- 8.1 The Landlord Portal must only be accessed using the Landlord's unique Log-in IDs.
- 8.2 Each unique Log-in ID must only be used by the Landlord or a permitted, authorised or designated employee, representative or agent who the Landlord has nominated as a user of the Landlord Portal.
- 8.3 The Landlord is responsible for ensuring:

- a. the Log-in ID is only used to access the Landlord Portal via a secure network
- b. precautions are taken to ensure Log-in IDs remain secure and protected by appropriate use of up-to-date firewall and anti-virus software
- c. Log-in IDs are always confidential and secure
- d. Log-in IDs are disabled for users no longer required access the Landlord Portal
- e. passwords are always confidential and secure
- f. passwords are not shared, transferred or disclosed
- g. passwords are regularly updated

8.4 The Council reserves the right to revoke all user access to the Landlord Portal in the case of non-compliance

8.5 Where the Council revokes user access the Landlord will be notified of:

- a. the reason(s) for the revocation
- b. the duration of the revocation
- c. the action the Landlord must take for the Council to reinstate access to the Landlord Portal

8.6 For the avoidance of doubt the Council shall accept no direct or indirect liability arising from non-compliance.

## **9.0 Confidentiality and Data Protection**

9.1 Any failure regarding a breach of confidentiality, confidential information, Data Protection requirements, personal data and Intellectual Property Rights will invalidate access to and use of the Landlord Portal.

9.2 For the avoidance of doubt where the Terms of Use are invalidated due to non-compliance with this Section the Council shall accept no direct or indirect liability and the Landlord shall:

- a. be held solely responsible and accountable for such a failure
- b. indemnify the Council against all actions, claims, costs, damages, expenses, losses and liabilities directly or indirectly arising from non-compliance

## **10.0 Landlord Portal Data and Information**

10.1 The Landlord is responsible for ensuring all on screen data and information available via the Landlord Portal and (in accordance with Data Protection requirements) all stored, printed or electronic copies or images of data and information available via the Landlord Portal:

- a. is restricted to the Landlord or a user nominated by the landlord
- b. is not subject to misuse, inappropriate use or improper use
- c. is treated confidentially and securely in accordance with the Terms of Use
- d. is not used for any purpose other than a purpose listed in 2.5
- e. (in accordance with Data Protection requirements) is not stored or retained for longer than reasonable and for no longer than is lawfully allowed

- 10.2 Where the Landlord (in accordance with Data Protection requirements) uses or stores printed or electronic copies or images the Council reserves the right to vary, restrict, limit or revoke any such use or storage.
- 10.3 Where the Council varies, restricts, limits or revokes use or storage of electronic copies or images the Landlord will be notified of:
- a. the reason(s) for the variation, restriction, limitation or revocation
  - b. the duration of the variation, restriction, limitation or revocation
  - c. the action the Landlord must take for the Council to remove the variation, restriction, limitation or revocation
- 10.4 For the avoidance of doubt where the Terms of Use are invalidated due to non-compliance the Council shall accept no direct or indirect liability and the Landlord shall:
- a. be held solely responsible and accountable for such non-compliance
  - b. indemnify the Council against all actions, claims, costs, damages, expenses, losses and liabilities directly or indirectly arising from non-compliance

## **11.0 Landlord Portal Security**

- 11.1 The Landlord is responsible for ensuring:
- a. the Landlord Portal is only accessed via a secure network
  - b. precautions are taken to ensure the network remains secure and protected by appropriate use of up-to-date firewall and anti-virus software
  - c. passwords always remain confidential and secure
- 11.2 For the avoidance of doubt the Council shall accept no direct or indirect liability arising from non-compliance