

Privacy Notice

For applicants, tenants, residents and guarantors

This notice explains what personal information Square One Estates Limited collects about you, why we collect it, who we share it with and how long we keep it. It also sets out your rights. We are required to give you this notice by the UK General Data Protection Regulation and the Data Protection Act 2018.

This notice is given to each of you separately where more than one person receives it. If there is no guarantor for your tenancy, please ignore the references to guarantors. Please tell us if any of your details change.

1. Who we are

Square One Estates Limited is the data controller for the information described in this notice.

Data controller	Square One Estates Limited
Company number	11497993
Registered office	22b Main Street, East Bridgford, Nottingham, NG13 8PA
Telephone	07916 655281
Email	admin@squareoneestates.co.uk
ICO registration reference	ZB262238

We have not appointed a data protection officer, as we are not required to do so. Any question about this notice should be sent to the email address above.

2. The information we collect

The information we hold depends on whether you are an applicant, a tenant, another resident at the property or a guarantor. It falls into the following categories.

- **Identity and contact details:** your name, date of birth, current and previous addresses, telephone number, email address, National Insurance number, a photograph where you provide one, and the registration number of any vehicle you keep at the property.
- **Background and status:** your occupation, employer, whether you are a student and where you study, your current or previous landlord, and the name and number of your emergency contact.
- **Right to rent and identity documents:** your passport, immigration status, Home Office share code, driving licence or other documents which prove your right to rent, and copies of them.
- **Financial information:** your bank details, the results of credit and referencing checks, rent and other payments, arrears, and details of your guarantor.
- **Tenancy information:** the room and property, the start date, the rent, the deposit, the keys issued to you, the inventory, any pet request, and details of joint tenants and other residents.
- **Property information:** repair reports, inspection records, safety certificates, and the condition and cleanliness of the room and the shared areas.
- **Conduct information:** complaints, alleged breaches of the tenancy agreement, nuisance and anti social behaviour, including reports made to us by other tenants, residents or neighbours.
- **Correspondence:** emails, letters, text and WhatsApp messages, voicemail messages and notes of our conversations with you.
- **Health and disability information:** only where you tell us about it, or where we need it to make arrangements for you or to deal with an emergency. This is treated as special category information and is dealt with at section 5.
- **CCTV images:** where CCTV is installed at the property.

We also generate information about you ourselves, for example our rent records and our records of repairs.

3. Where we get it from

Most of this information comes from you, when you enquire about a room, complete an application, sign the tenancy agreement or contact us during the tenancy. We also receive information about you from:

- referencing and credit reference agencies, previous landlords, employers and educational institutions;
- letting portals through which you applied, and the online forms we ask you to complete;
- your guarantor, joint tenants and other residents at the property;
- neighbours and other tenants, where a complaint is made;
- the local authority, the Department for Work and Pensions, HM Revenue and Customs, the police and other public bodies;
- utility, water and broadband companies, the tenancy deposit scheme, contractors and our insurers.

4. Why we use your information, and our legal basis

We must have a lawful basis for everything we do with your information. The table below sets out what we use it for and the basis we rely on.

What we use it for	Our legal basis
Assessing your application, taking references and carrying out credit checks	Legitimate interests: letting our rooms to tenants who are able to pay the rent and keep to the tenancy agreement
Checking that you have the right to rent in England	Legal obligation, Immigration Act 2014
Preparing and completing the tenancy agreement, any guarantee and the tenancy pack	Performance of a contract, and steps taken at your request before entering into it
Collecting the rent and other payments, and recovering arrears	Performance of a contract, and legitimate interests: recovering money owed to us
Taking, protecting, administering and returning your deposit	Legal obligation, and performance of a contract
Managing the room, the property and the house in multiple occupation, including repairs, inspections and the shared areas	Performance of a contract, and legal obligation
Gas, electrical, fire safety, HMO licensing and other regulatory compliance	Legal obligation
Notifying the council of your liability for Council Tax, and telling utility, water and broadband suppliers who occupies the property and when	Legal obligation, and legitimate interests: making sure liability for charges is correctly established
Dealing with complaints, breaches of the tenancy agreement, nuisance and anti social behaviour	Legitimate interests: enforcing the tenancy agreement and protecting other residents and neighbours
Ending the tenancy, settling the deposit and dealing with belongings left behind	Performance of a contract, and legitimate interests: settling claims between us
Bringing or defending legal claims, including possession proceedings	Legitimate interests: establishing, exercising or defending legal claims
Arranging and administering our insurance and making claims	Legitimate interests: insuring our property and our liabilities
Keeping our business, accounting and tax records	Legal obligation, and legitimate interests: running and auditing our business
Registering ourselves and our properties on the Private Rented Sector Database, and joining a landlord redress scheme, once these requirements are in force	Legal obligation
Contacting your emergency contact or next of kin in an emergency	Your vital interests
Dealing with a request from you to exercise your data protection rights	Legal obligation

Where we rely on legitimate interests, we have considered whether those interests are overridden by your own interests, rights and freedoms, and we are satisfied that they are not. You may ask us for more information about that assessment, and you may object to our processing, as explained at section 11.

If you do not give us the information we ask for, we may not be able to consider your application, grant you a tenancy or manage the tenancy properly.

5. Health and disability information

Information about your health or a disability is special category information and is given extra protection by law. We use it only where it is necessary, and we rely on the following:

- your explicit consent, where you give us the information so that we can make particular arrangements for you. You may withdraw that consent at any time;
- your vital interests, or those of another person, in an emergency;
- the establishment, exercise or defence of legal claims.

Where the law requires us to have an appropriate policy document for this kind of information, we maintain one and will supply a copy on request.

6. Right to rent checks

We are required by law to check that every adult who will occupy the property has the right to rent in England. We must see your documents or verify a Home Office share code, and we must keep copies for inspection by the Home Office. We cannot grant you a tenancy without carrying out this check, and it applies to every adult occupier, whatever their nationality.

7. Who we share it with

We share your information only where it is necessary, and only to the extent necessary. Depending on the circumstances, we share it with:

- joint tenants, other residents at the property and your guarantor, in relation to the tenancy, rent arrears and breaches of the tenancy agreement;
- the tenancy deposit scheme which protects your deposit, and its adjudicator in the event of a dispute;
- contractors, tradespeople, gas, electrical and fire safety engineers and inventory clerks, so that they can attend the property;
- utility, water and broadband companies, and other service providers;
- the local authority, for Council Tax, HMO licensing, housing standards and benefits, and the Department for Work and Pensions;
- credit reference, referencing, debt collection and tracing agencies;
- our bank, any lender, our insurers and insurance broker;
- our accountants, solicitors and other professional advisers;
- any letting or managing agent we instruct;
- HM Revenue and Customs, the courts and tribunals, the police and other law enforcement or regulatory bodies;
- the operator of the Private Rented Sector Database and any landlord redress scheme, once those requirements are in force;
- a prospective buyer of the property, and any new landlord of the property;
- your emergency contact or next of kin, in an emergency;
- other landlords, where you apply to them for a tenancy and a reference is requested.

We do not sell your information, and we do not use it for marketing.

8. Sending information outside the United Kingdom

Our records are held in the United Kingdom. Some of the software and email services we use store data outside the United Kingdom. Where that happens, we only allow it where the country has been approved by UK adequacy regulations, or where the contract with the provider contains the safeguards required by UK data protection law,

such as the International Data Transfer Agreement or the UK Addendum to the standard contractual clauses. You may ask us for details of the safeguards which apply.

9. How long we keep it

Information	How long we keep it
Applications which do not proceed to a tenancy	12 months from the date of the application
Tenancy file, correspondence, rent and deposit records	7 years after the tenancy ends, being the six year limitation period for claims and a further year in case proceedings are served late
Right to rent documents	1 year after the tenancy ends
Gas, electrical, fire safety and licensing records	For the period required by the relevant safety legislation, and in any event for 7 years
Accounting and tax records	6 years after the end of the tax year to which they relate
CCTV images, where CCTV is installed	31 days, unless the images are needed for an investigation, a complaint or a claim
Voicemail messages	12 months, unless needed for an investigation, a complaint or a claim

At the end of these periods the information is deleted or securely destroyed.

10. Automated decisions, security, and recording

Automated decision making

We do not make decisions about you by automated means alone. A referencing or credit reference agency may produce a score about you, but the decision whether to offer you a tenancy is always taken by a person. You may ask us for the reasons for our decision.

Keeping your information secure

We keep your information securely in electronic form, with a limited amount in hard copy. Access is limited to those who need it in order to manage the tenancy and the property. Contractors and advisers who handle your information do so on our instructions and under a duty of confidence.

Telephone calls and messages

We do not record telephone calls. We do keep emails, letters, text and WhatsApp messages and voicemail messages, so that we have an accurate record of what has been agreed and reported.

CCTV

Where CCTV is installed at a property, signs are displayed and it covers the exterior and the shared entrance areas only. It is never installed in bedrooms, bathrooms or kitchens. It is used for the security of the building and its occupiers and for the prevention and detection of crime and anti social behaviour. If there is no CCTV at your property, please ignore this paragraph.

11. Your rights

You have the following rights over the information we hold about you.

- **Access:** to be told whether we hold information about you and to receive a copy of it.
- **Correction:** to have inaccurate information corrected and incomplete information completed.
- **Erasure:** to ask us to delete information in certain circumstances, for example where it is no longer needed.
- **Restriction:** to ask us to suspend our use of information, for example while its accuracy is being checked.
- **Objection:** to object to our use of information where we rely on legitimate interests. We must then stop unless we can show compelling grounds to continue.

- **Portability:** to receive information you gave us in a machine readable form, where we hold it on the basis of your consent or a contract.
- **Withdrawal of consent:** where we rely on your consent, to withdraw it at any time.

To exercise any of these rights, contact us by email or post using the details at section 1. There is normally no charge, and we will respond within one month.

12. Complaints

If you are unhappy with how we have handled your information, please tell us first so that we can put it right. You also have the right to complain to the Information Commissioner:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone 0303 123 1113. www.ico.org.uk

13. Changes to this notice

We review this notice regularly and will tell you if it changes in a way which affects you. This version is dated 21 July 2026.

Annexe: the organisations we use

This annexe names the main organisations with whom we share your information, or from whom we receive it. It is updated from time to time.

Purpose	Organisation
Tenancy deposit scheme	The Deposit Protection Service (DPS), operated by Computershare
Referencing and credit checks	None used at present. If we appoint a provider we will update this annexe
Domains and email hosting	IONOS
Email and file storage	Microsoft
Online forms	Jotform
Electronic signature service	Signable
Inventory	Prepared by us, no third party is used
Letting portals	OpenRent, SpareRoom, Rightmove, Zoopla, Gumtree
Letting or managing agent	None. We let and manage our properties ourselves
Accountants	TCP Chartered Accountants
Bank	Lloyds Bank
Insurers and insurance broker	Covéa Insurance, through PIB Insurance Brokers
Water company	Severn Trent Water
Gas and electricity suppliers	These vary from time to time. We will tell you the current supplier on request
Broadband provider	Virgin Media
Local authorities	Nottingham City Council, Gedling Borough Council
Contractors and tradespeople	These vary according to the work required
Guarantor, where there is one	As named in the guarantee
Joint tenants and other residents	As named in the tenancy agreement