

HousingAssured membership legal pack

Draft for legal review

Version 2026-10-15-draft-1 15 October 2026

This pack sets out proposed terms for HousingAssured provider and referrer memberships, the limits of the platform, applicant declarations and privacy information. It is published in a private preview for review. It does not start a paid membership, certify a real provider or replace legal advice. Operator details and the completion items below must be resolved before live use.

Not ready for live use. Complete the operator details and the review checklist at the end. The liability and retention provisions are proposed drafting choices requiring legal review.

Operator details

Legal company name To be supplied before live use

Company or registration number To be supplied before live use

Registered office and jurisdiction To be supplied before live use

Legal and membership contact To be supplied before live use

Privacy contact To be supplied before live use

VAT status To be confirmed before live payments

Documents in this pack

- 1 Membership terms and conditions
- 2 Platform and certification disclaimer
- 3 Membership applicant declaration
- 4 Membership privacy and data submission notice

Membership terms and conditions

Draft version 2026-10-15-draft-1

Provider and referrer membership responsibilities, fees, assessment, cancellation and liability.

1 The parties and these terms

HousingAssured is the proposed trading name of the operator identified in this pack. In these terms, we, us and our mean that operator; you means the applicant organisation or individual contracting in their own capacity. An employee or representative applying with authority does not give a personal guarantee merely by submitting the application.

This is a review draft with incomplete operator details. Preview submissions acknowledge the draft for testing only and do not create a live paid membership. In live operation the version presented before acceptance, the selected plan and the applicable assessment scope form the agreement. The privacy notice explains data use and is acknowledged separately from agreement to these terms.

2 Eligibility and authority

Membership is designed for housing organisations and people acting for business or professional purposes. Applicants must be at least 18 and have authority to act for the named organisation. They must accurately describe their legal status, activities, locations, responsibilities and any applicable registrations or permissions.

A business-purpose declaration does not remove rights that apply to someone who is legally a consumer. Consumer purchases require the applicable pre-contract information and cancellation arrangements. Consumer rights and any other rights that cannot lawfully be restricted take priority over conflicting wording in this draft.

3 Application and activation

Submitting an application does not guarantee membership approval, certification or access to paid tools. We may request relevant evidence, verify information, identify gaps and give reasons for a decision. Provider applications require review. Referrer account registration is separate from provider certification.

Paid access starts only after any required membership approval, a separate subscription order and verified current payment. The application itself does not authorise a payment. The live subscription confirmation must identify the plan, price, renewal frequency, cancellation route and applicable terms version.

4 Plans and membership charges

The proposed provider membership price is GBP 49.99 per month. It includes eligible access to the referral portal and management of the provider's own property noticeboards. The proposed referrer membership price is GBP 29.99 per month. It includes eligible referral submission and direct provider enquiries, but not property management or a provider certification seal.

Subscriptions renew monthly until cancelled. The advertised plan price and any applicable tax treatment must be made clear before checkout; VAT status remains a completion item in this draft. We will not add an unagreed assessment fee or other optional charge. Any separately chargeable additional work must be described, quoted and expressly agreed before it starts.

Payment is collected through the configured payment service. A checkout return message alone does not establish payment. Failed, expired or cancelled payment can restrict paid tools. Paying a subscription never buys a score, a favourable review, approval or reinstatement.

5 Assessment and certification

Assessment follows the published six-area evidence framework and records the services, locations, period and samples covered. Information supplied by members must be checked through the assessment process. Desk reviews, sampled records and audit summaries provide limited assurance within that published scope; they do not certify every property or guarantee future performance.

A HousingAssured assessment is an independent scheme decision. It is not statutory registration, government approval, UKAS accreditation, an insurance policy, a financial viability guarantee or a substitute for regulatory inspection. No affiliation or endorsement may be claimed unless expressly authorised and accurate.

We must exercise reasonable care and skill in our own services. We may require corrective action, reassessment or additional evidence. Reasons and the applicable review/appeal route must accompany an adverse decision. A precautionary restriction may be justified by risk while evidence is checked; it is not automatically a final finding of wrongdoing.

6 Member responsibilities and updates

You remain responsible for your own housing, support, care, property management, safeguarding, employment, licensing, insurance and legal duties. Membership does not transfer those duties to HousingAssured. Keep your account secure, restrict access to authorised people and tell us promptly about suspected account misuse.

Supply complete and accurate information, preserve relevant source records and correct material errors promptly. Notify us promptly of material changes affecting assessment scope, control, registrations, safety, staffing commitments or regulatory findings. Do not falsify records, conceal overdue work, manipulate reviews or obstruct a reasonable verification request.

7 Evidence and internal system audits

Providers must supply the applicable evidence and manager-confirmed internal-system audit returns described in Our standard, before assessment and at the published review intervals. The audit must cover the full assessed scope, with clear reporting dates, definitions, source and denominators. Missing, withheld and non-applicable figures must not be represented as zero problems.

Submit organisation-wide aggregate figures through the structured return. Keep resident-level source records within your controlled systems. Do not submit raw case exports, resident identifiers, diagnoses, convictions, safeguarding narratives or other unnecessary personal information. Assess identification risk in small or linkable totals and withhold affected measures while an appropriate method is agreed.

A declaration or audit total is not independent verification. Any source check that could involve personal information requires an agreed lawful purpose, role allocation, access controls and safeguards before sharing. Do not disclose information merely because an assessor has requested it if the request is unlawful or excessive; raise the issue and agree a compliant alternative.

8 Properties and noticeboards

Property tools are for an eligible provider to manage its own properties and noticeboards within its account. They are not rental or sale advertisements. You must have authority to record the property and are responsible for the accuracy of occupancy, capacity, safety, maintenance and update information.

The platform is not the authoritative safety-management or emergency record. Keep your own required records, checks and backups. An in-date label or a saved maintenance entry does not prove that a property is safe, a certificate is genuine or a defect has been resolved. Do not put resident names or case information on a noticeboard.

9 Referrals and direct enquiries

HousingAssured provides a communication and matching facility. It is not the landlord, support/care provider, commissioner, placement decision-maker or agent for either party solely because it operates the portal. There is no guarantee of a referral volume, vacancy, suitability, placement, funding, occupancy, income or contract.

Referrers and receiving providers must independently verify authority, eligibility, needs, risks, lawful information-sharing and placement suitability. Providers must decide whether they can safely deliver the required service and liaise directly with the referrer before acceptance. A portal status is not a substitute for a completed suitability assessment or a placement agreement between the relevant parties.

The private preview permits fictional referrals only. Live sensitive referral processing must not begin until the necessary lawful bases, additional conditions, data-sharing arrangements and safeguards are in place. Membership terms alone do not supply those permissions.

10 Public content reviews and use of the seal

Members remain responsible for content they submit and must have the rights and authority needed to share it. Content must be relevant, accurate to the best of their knowledge, fair and lawful. Do not submit defamatory allegations as established facts, confidential case details, discriminatory or threatening material, or fabricated reviews.

You grant us a non-exclusive licence to store, reproduce and display submitted material only as reasonably needed to operate, assess and moderate the service in accordance with the privacy notice. Confidential evidence is not licensed for general advertising. Legitimate reviews are not removed merely because they are negative or membership ends.

A seal may be used only with express permission, within the approved scope and while its status remains active. Link it to the current verification record, follow the published brand rules and stop representing suspended, withdrawn or expired approval as current. Returning to membership does not erase valid reviews or previous findings.

11 Cancellation refunds and service changes

You may cancel future monthly renewal through the billing portal. The operator must also provide an accessible alternative cancellation contact before live subscriptions open. Cancellation normally takes effect at the end of the paid period and does not itself erase required decision or transaction records.

For business memberships, fees for a period already started are normally not refunded simply because the member stops using the service. This does not exclude refunds or other remedies for our breach, overcharging, a service not supplied, statutory rights or an agreed refund. We will consider a proportionate refund of unused prepaid service if we terminate without member fault or a material adverse change prevents delivery.

Before changing a recurring price or materially reducing a paid service, give at least 30 days' advance notice and an opportunity to cancel before the change applies. Do not retrospectively rewrite an accepted agreement or charge an increased price without the notice and agreement required by law.

12 Consumers and cancellation rights

If you contract as a consumer and a statutory cooling-off right applies, you may cancel within the applicable period, normally 14 days after an online service contract is made. A clear cancellation statement is sufficient; no particular form is compulsory. The live operator must provide its cancellation contact, required information and any model form before purchase.

Starting a consumer service during a cooling-off period requires the appropriate separate express request and information. General acceptance of membership terms does not itself waive a cooling-off right. Any charge for service already supplied, refund or loss of a right must comply with the applicable rules. The operator must verify subscription-law requirements in force when the live service launches.

13 Suspension termination and fair review

We may proportionately restrict tools, membership or seal use for a material breach, non-payment, falsified evidence, serious unresolved risk or loss of required authorisation. Where safe and appropriate, give notice of the concern and a reasonable opportunity to respond or remedy it. Immediate interim action may be necessary to protect people, data or the platform.

Record reasons, scope and next steps, explain any effect on billing and provide the published review/appeal route. Restrictions and their continued necessity should be reviewed. Serious or repeated unresolved failures may justify termination or refusal of re-entry. Payment does not override a standards decision.

Cancellation of a subscription, membership approval and certification status are separate. If ending the service, allow reasonable access to an export or handover of appropriate records where practicable, subject to security, confidentiality and lawful retention requirements.

14 Availability reliance and third parties

We will take reasonable care in operating the platform, but cannot promise uninterrupted availability, error-free third-party data or that every issue will be detected. We may make proportionate

maintenance or security changes and will give notice where reasonably practicable. Members must retain their own operational records and emergency arrangements.

Provider descriptions, reviews, map distances, audit totals and certificate dates must be read with their source, scope, date and verification status. A search match or public score is not a personal recommendation, funding decision or assurance of suitability for a particular person. External suppliers and links have their own terms; that does not remove our responsibility for our own services.

15 Liability

Nothing in this agreement excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability or statutory remedy that cannot lawfully be excluded or restricted. We remain responsible for our own actionable acts and omissions. Individual data protection rights are not waived by membership.

For business members only, and subject to the protections above and any applicable reasonableness requirement, the proposed aggregate cap on our liability for claims arising in a contract year is the greater of GBP 1,000 and the membership fees paid or payable for that contract year. Related claims are treated together for the year in which the first relevant event occurred. This proposed cap requires legal and insurance review before live use.

For business members only, we propose excluding indirect or consequential loss and loss of profit, revenue, anticipated savings or business opportunity to the extent a fair and lawful exclusion permits. This does not exclude direct losses merely by relabelling them, refunds or remedies that cannot be excluded, or losses caused by liabilities expressly preserved above. Consumer remedies and protections take priority wherever applicable.

Each party must take reasonable steps to reduce avoidable loss. A member is responsible, to the extent established by law, for loss directly caused by its own breach or unlawful submissions; this is not an unlimited indemnity and does not make the member responsible for our fault.

16 Confidentiality and information sharing

Each party must use the other's confidential information only for an agreed legitimate purpose, restrict access to those who need it and apply reasonable security. This does not prevent disclosures required by law or a regulator, protected disclosures, reporting suspected wrongdoing or obtaining confidential professional advice.

Where disclosure is justified for safeguarding, legal obligations or a fair investigation, share only what is necessary with an appropriate recipient and record the basis. Do not promise absolute confidentiality that would prevent lawful protective action. Controller/processor or joint-controller obligations require the appropriate separate arrangements; this membership agreement is not a substitute for them.

17 Complaints notices and changes to these terms

The final operator contact and accessible concern, appeal, privacy and cancellation routes must be supplied before live operation. HousingAssured's published concern and appeal targets concern its scheme decisions; they do not replace a landlord's complaint procedure, Ombudsman rights, safeguarding routes or legal deadlines.

We will explain material changes in advance, preserve accepted versions and seek fresh agreement where required. Essential legal or security changes may need earlier effect, with an explanation. If a provision is invalid, only the affected part is removed or adjusted as law permits; the remaining agreement continues. A delay in enforcing a right is not a permanent waiver.

18 Governing law and courts

This draft proposes the law of England and Wales and, for business contracts, the courts of England and Wales. The operator's identity, establishment, service scope and insurance must be checked before adopting that choice. Mandatory protections and any right a consumer has to use the courts of their home UK jurisdiction are preserved. No clause shortens a statutory time limit for bringing a claim.

Platform and certification disclaimer

Draft version 2026-10-15-draft-1

The scope and limits of directory information, scores, reviews, referrals and property tools.

1 Information and scheme scope

HousingAssured is a proposed independent membership and assessment platform. A profile must be read with its assessment date, verification status, service/property scope and published reasons. Approval describes a scheme decision at a point in time using the stated evidence and samples. It is not a guarantee that every property, transaction or service is safe or suitable, or that future performance will remain unchanged.

2 No official or professional status implied

Membership, payment, a score or a seal does not create statutory registration, government endorsement, UKAS accreditation, insurance cover or a funding entitlement. The platform does not provide individual legal, financial, clinical or safeguarding advice. Users must obtain appropriate advice and verify applicable registrations, licences and responsibilities independently.

3 Scores reviews and reported concerns

Standards scores and public review ratings are different measures. Reviews describe contributors' experiences or opinions and are subject to moderation; they are not independently established findings simply because they appear online. A reported concern alone does not prove failure. We should assess evidence fairly, allow a response where appropriate and record reasons for certification decisions. Public summaries must protect confidential information.

4 Referrals and property information

Users remain responsible for referral authority, suitability decisions, lawful data sharing, property checks, service delivery and any direct agreement with another party. The portal does not guarantee a vacancy, placement, income, benefit eligibility or contract. Noticeboards and audit returns assist record management; they do not replace authoritative safety, support or safeguarding records. Member-entered and external information can contain errors and must be checked for the decision being made.

5 Emergencies and urgent concerns

The website is not an emergency service. If someone is in immediate danger, call 999. Use the appropriate local adult or children's safeguarding route and the provider's emergency repair route where relevant; do not wait for a platform response. The private preview is not a monitored live concern or appeal service and accepts fictional examples only.

6 Our own responsibilities

These explanations define the service and do not excuse HousingAssured from exercising reasonable care and skill or from liability that cannot lawfully be excluded. They do not override statutory consumer or data protection rights. The membership terms contain the proposed business liability provisions; those provisions require final legal and insurance review before live use.

Membership applicant declaration

Draft version 2026-10-15-draft-1

Authority, accurate evidence, lawful submissions and understanding of the selected membership.

1 Authority and identity

I am at least 18 and am authorised to submit this application for the named organisation, or am applying in my own authorised capacity. I have accurately stated its legal status and activities. I understand that submitting as an authorised representative does not itself make me a personal guarantor.

2 Accuracy and cooperation

To the best of my knowledge after reasonable checks, the information supplied is complete, current and accurate. I have not fabricated evidence, concealed material findings or filtered out overdue work. I will correct material errors, preserve relevant source records and notify material changes affecting the assessment.

3 Evidence and internal audits

Where applicable, I will provide the published evidence pack and organisation-wide audit returns. A responsible manager must check the reporting scope, definitions, denominators, overdue items and exceptions. Missing, withheld and non-applicable measures will be identified explicitly. Source records will remain available for a proportionate, lawfully agreed verification method.

4 Resident confidentiality and lawful sharing

I will not submit unnecessary resident identifiers, case histories or sensitive personal information through the application, noticeboards or aggregate audit return. I will assess whether small or linkable totals could identify a person and withhold them where needed. Redaction or replacing a name with a code does not automatically make information anonymous.

Before any separate referral or evidence sharing involving personal information, the organisation must establish its authority, lawful basis, any additional sensitive/criminal-data conditions, transparency and necessary safeguards. Accepting these documents does not create consent on behalf of residents or transfer our controller responsibilities to HousingAssured.

5 Our responsibilities remain with us

I understand that our organisation remains responsible for its properties, residents, support/care, safeguarding, staffing, charges, permissions and legal duties. We must independently check referral suitability and agree any placement or service directly with the relevant parties. The platform does not promise referrals, funding, occupancy or income.

6 Approval scores and payment

I understand that provider membership is proposed at GBP 49.99 per month and referrer membership at GBP 29.99 per month, with the final price and applicable tax information shown

before a separate subscription order. The application itself does not start payment. Payment does not buy certification, a favourable score, removal of legitimate reviews or reinstatement.

Provider approval, current payment and certification are separate. A referrer membership does not include a provider seal or property management. A seal can only be used with permission and within its current approved scope.

7 Documents and electronic record

I have had the opportunity to read and retain the membership terms, platform disclaimer and this declaration, and have read the privacy and data submission notice. The application records the document version, my signed-in account and the server-recorded acceptance date. The privacy acknowledgement confirms receipt of information; it is not a blanket data-processing or marketing consent.

8 Private preview

For the current private preview I will use fictional organisation, resident and referral examples. I understand that acknowledging this draft does not create a paid membership, certify a real company or provide a monitored concern/appeal service. The operator details and legal completion items remain outstanding until confirmed.

Membership privacy and data submission notice

Draft version 2026-10-15-draft-1

How application and audit information is used, who can see it and the controls required before live operation.

1 Controller and contact

The legal operator and controller must be identified in the operator details at the beginning of this pack, with a usable privacy contact. Those details are currently incomplete. This is a draft notice for the private preview and is not a claim that a live data-protection compliance programme has been completed.

The operator must confirm any required representative or data protection officer, supplier roles, actual processing locations and transfer safeguards before live operation. A trading brand or privacy checkbox alone does not establish who is accountable.

2 Information covered

The platform uses signed-in account identity and verified email; application and business contact details; terms/declaration acknowledgements and their dates/versions; membership and assessment decisions; notifications; company reviews and moderation records; private operational audit returns; and eligible property, enquiry and referral records. Payment-service identifiers and status may be stored when payments are enabled. Full payment card details are handled by the payment service, not collected by the membership form.

Business accounts can still contain personal information about representatives or sole traders. Public-register information, relevant regulator findings and material supplied by members or reviewers may be used for proportionate verification. The operator must record sources and provide additional transparency where required for information obtained indirectly.

3 Purposes and proposed lawful bases

Proposed purposes are to assess applications and evidence, administer accounts and subscriptions, record agreement versions, operate permitted tools, moderate content, communicate service decisions, protect platform security and handle disputes. For business representatives, the proposed basis is legitimate interests in operating and protecting an accountable business service, subject to a documented balancing assessment. Where an individual is personally party to the contract, necessary pre-contract/contract processing may apply instead.

Relevant legal obligations may support tax, accounting or legally required disclosures once applicable. Establishing or defending legal claims can justify necessary records subject to the correct basis and safeguards. These proposed bases must be confirmed against actual operations before live use. Optional marketing would require its own lawful approach and choice; this application does not enrol a person in marketing.

4 Aggregate audit returns

The structured audit return accepts reporting dates, a source category, organisation-wide counts, overdue age bands and declarations. It has no field for resident names, resident IDs, addresses,

exact last-seen dates, diagnoses, convictions, safeguarding narratives or files. Measures can be marked not applicable, not recorded or withheld for privacy. Unknown or withheld information is not treated as zero exceptions.

Providers must assess whether totals could identify someone through a small population, rare event, other published information or linkage across measures. Withhold affected measures and agree a broader or controlled verification approach where necessary. Removing names is not sufficient by itself. Keep resident-level source reports within the provider's controlled systems.

5 Sensitive information and data roles

The private preview accepts fictional resident/referral examples only. Do not upload real health, safeguarding, criminal-offence or other sensitive case data. Before live referral processing or any source check involving personal information, the relevant parties must establish their controller/processor or joint-controller roles, lawful bases, any additional conditions and appropriate written arrangements.

Providers remain responsible for the source records and their own disclosures. HousingAssured remains responsible for its own purposes and handling. Membership acceptance does not make every party a processor or supply a resident's consent. This notice is not an Article 28 processing agreement or an Article 26 joint-controller arrangement.

6 Access publication and recipients

Private application and audit information is restricted to the company account and authorised membership reviewers. Property, referral and trial records use the access controls described in the preview. A company may receive a targeted notification about a submitted review; reporter identity and private resident case details must not be disclosed merely to notify it.

Only intended public profile details, assessment summaries and moderated published reviews are displayed publicly within the website's configured audience. Raw operational audit figures and confidential source records are not public directory content. Necessary access may be given to vetted hosting, identity, payment or communication suppliers, professional advisers and authorities where justified. The final notice must identify the actual recipients or sufficiently specific categories and their roles.

7 Services transfers and security

The current preview uses Sites hosting with Cloudflare infrastructure and ChatGPT sign-in. Stripe payment functionality and configured email delivery are inactive until the correct setup is enabled. Address-search services receive the location search submitted to them; do not use address search to transmit resident case details.

The operator must verify supplier contracts, access arrangements, processing countries and applicable international-transfer mechanisms before live use and explain how safeguards can be obtained. Do not assume all processing remains in the UK. Apply proportionate access control, secure transmission, staff confidentiality, incident response and periodic permission reviews; no service can promise absolute security.

8 Draft retention schedule

Proposed live retention periods for review are: unsuccessful applications, 12 months after final closure; aggregate operational audit returns, 24 months; closed minimal referral records, 6 months; and necessary contract acceptance, final decision and financial records, normally up to 6 years after the relationship or relevant accounting period ends. Necessary open disputes, legal holds or statutory duties may justify a different period, with recorded reasons and periodic review.

These periods require confirmation and an implemented deletion/retention procedure before live use. The private preview does not automatically delete records on those schedules. Minimise preview information, use fictional case data and arrange controlled review/deletion through the operator. Backups and supplier retention must be covered by the final policy.

9 Your rights and objections

Depending on the lawful basis and circumstances, people may have rights to access, correction, erasure, restriction, portability and objection. In particular, you may object to processing based on legitimate interests; the operator must assess that objection. If consent is relied on for an optional purpose, it can be withdrawn without affecting the lawfulness of earlier processing.

Use the final privacy contact to exercise rights. Identity checks should be proportionate and requests handled within the applicable legal time limit. Rights are not absolute; explain any lawful refusal or necessary retention. You may complain to the Information Commissioner's Office at <https://ico.org.uk/make-a-complaint/> without first waiving another remedy. The operator must make this contact route usable before live use.

10 Required information and automated decisions

Application identity, service scope and the relevant declarations are needed to administer an application. Without sufficient evidence, assessment or paid access may be unavailable. Applicants should raise an excessive or unlawful information request so an appropriate alternative can be agreed. Providing a privacy acknowledgement does not require giving up data rights.

The current audit return does not automatically determine a provider's score or certification. Standards and adverse decisions require human review and reasons. Payment access uses verified subscription and approval status. Any future solely automated decision-making or material new processing requires assessment and updated information before it is introduced.

11 Changes and cookies

Record and publish the notice version and explain material processing changes before they apply where required. Keep a record of privacy information provided. Terms acceptance and privacy acknowledgement are separate from consent to cookies or marketing.

Before live launch, complete a cookie/storage and analytics inventory, provide the appropriate notice and obtain consent for non-essential technologies where required. This draft does not assert that every supplier uses only essential cookies or that a consent mechanism has already been implemented.

Completion and legal review checklist

- Identify the contracting company and data controller, registration number, registered office and legal/privacy contacts. Do not assume that the HousingAssured brand is itself a legal entity.
- Confirm VAT treatment and final checkout disclosures while preserving the advertised monthly plan prices unless a change is expressly agreed.
- Have a UK solicitor check the liability cap, allocation of responsibilities, governing law, cancellation/refund provisions and their fit with insurance and actual assessment services.
- Confirm whether any individual subscribers may be consumers and implement the applicable cancellation information, notices and subscription rules before accepting their payments. General membership acceptance must not waive those rights.
- Complete the controller/processor and data-sharing analysis, lawful-basis assessments, sensitive-data restrictions, supplier agreements, transfer safeguards, security and retention/deletion arrangements. Assess whether a DPIA is required.
- Staff the concern, appeal, privacy and cancellation contact routes; confirm operational response targets and preserve accessible ways to exercise statutory rights.
- Verify the live features and service descriptions, issue a final dated version and preserve earlier versions and acceptance records. Existing applicants must not be treated as having accepted a version they have never seen.

Reference sources

[Unfair Contract Terms Act 1977 sections 2 and 11](#)

[Consumer Rights Act 2015](#)

[Consumer Contracts Regulations 2013](#)

[CMA guidance on unfair contract terms](#)

[ICO privacy information requirements](#)

[ICO anonymisation and identification risk](#)

[ICO data sharing agreements](#)