Sentinel Lettings

Conflict of Interest Policy

Agency Details

Tu Nguyen Management Limited,
trading as **Sentinel Lettings**
c/o Benison Solvers Limited
1000 Great West Road
Brentford
Middlesex
United Kingdom
TW8 9DW

DOCUMENT AUTHOR:	Quoc Thanh Vo
DOCUMENT OWNER:	Dinh Tu Nguyen
STATUS:	Final
DATE CREATED:	03/10/2026
VERSION:	1
LAST UPDATED:	03/10/2026
SECURITY CLASSIFICATION:	Low

Revision History

VERSION	REVISION DATE	SECTION REVISED	REASON FOR REVISION	DESCRIPTION OF REVISION
1	03/10/26	N/A	Original	N/A

1. Purpose

Sentinel Lettings is committed to acting fairly, transparently and in the interests of its clients.

A conflict of interest can arise where the personal, financial or business interests of an Agent, Director, contractor or other person connected with the Agency could influence, or reasonably appear to influence, decisions made on behalf of the Agency or its clients.

The existence of a conflict does not necessarily mean that a person has acted improperly or that the relevant transaction cannot proceed.

The purpose of this Policy is to ensure that conflicts are:

- identified at an early stage;
- declared openly;
- assessed by an appropriate person;
- managed proportionately;
- disclosed to affected clients where appropriate; and
- properly recorded.

The overriding principle is that a conflict must never be concealed or allowed to influence an Agency decision without appropriate disclosure and oversight.

2. Scope

This Policy applies to:

- Directors;
- Agents;
- Property Managers;
- Lettings Agents;
- employees;
- consultants;
- contractors;
- virtual assistants;
- suppliers acting on behalf of the Agency; and
- any other person who is given authority to make or influence decisions on behalf of Sentinel Lettings.

It applies to all areas of Agency activity, including:

- property management;

- lettings;
- maintenance and repairs;
- contractor appointments;
- compliance works;
- property inspections;
- licensing support;
- sourcing and referrals;
- procurement;
- supplier relationships;
- client introductions; and
- outside business activities which overlap with Agency relationships.

3. What is a Conflict of Interest?

A conflict of interest exists where a person's private, personal, financial or business interests conflict, or could reasonably be perceived to conflict, with:

- the interests of Sentinel Lettings;
- the interests of a landlord, tenant or other client;
- the person's responsibilities to the Agency; or
- the person's ability to make an impartial decision.

A conflict may be:

Actual – the conflict currently exists.

Potential – circumstances could develop into a conflict.

Perceived – a reasonable third party could believe that a conflict exists even if the person concerned believes they can act impartially.

All three should be considered under this Policy.

4. Examples of Conflicts

Examples include, but are not limited to:

- an Agent owning or having a financial interest in a maintenance company used by Agency landlords;

- an Agent's spouse, partner, family member or close associate supplying services to Agency clients;
- an Agent receiving commission, payment, gifts or another benefit from a supplier;
- an Agent recommending a business in which they have a financial interest;
- an Agent deciding whether to approve or recommend work undertaken by their own business;
- an Agent privately undertaking work for an Agency client;
- an Agent introducing an Agency landlord to another business from which they benefit;
- an Agent using information obtained through Sentinel to obtain private business;
- an Agent dealing privately with a former Sentinel client whose relationship was originally established through the Agency;
- an Agent favouring one contractor because of a personal relationship;
- an Agent having a financial interest in a property being let or managed by the Agency;
- an Agent representing two parties whose interests materially conflict; or
- an Agent becoming aware that another Agent has an undeclared conflict.

A conflict is not limited to financial interests.

5. Duty to Declare

Any person who has an actual, potential or perceived conflict must declare it in writing to a Director as soon as they become aware of it and before taking any material decision or action connected with the matter.

The declaration should include:

- the people or businesses involved;
- the property or client concerned;
- the nature of the relationship or interest;
- any financial interest;
- how the opportunity or relationship arose;
- whether Sentinel currently manages the property;
- whether the landlord is currently a Sentinel client;
- whether Sentinel previously managed the property; and
- anything else which may assist the Director in assessing the conflict.

A person must not decide for themselves that their conflict is too minor to declare where there could reasonably be doubt.

When in doubt, declare it.

6. Director Review

Following a declaration, a Director will determine whether:

- there is no material conflict and no further action is required;
- the matter may proceed subject to disclosure;
- independent oversight is required;
- another Agent should manage the matter;
- alternative quotations or suppliers should be considered;
- the person with the conflict should take no part in the decision;
- specific restrictions or safeguards should be imposed; or
- the transaction or instruction should not proceed.

The decision and any mitigation measures must be recorded.

Where the conflict concerns a Director, the matter should wherever practicable be considered by another Director.

7. Agent-Linked Businesses

An **Agent-Linked Business** means a business which is owned, controlled or financially connected to:

- an Agent;
- Director;
- contractor;
- their spouse or partner;
- close family member; or
- any person with whom they have a material financial or business relationship.

An Agent-Linked Business is not automatically prohibited from providing services to Sentinel clients.

However, the connection must be declared and managed in accordance with this Policy.

8. Property Currently Managed by Sentinel

Where an Agent-Linked Business is proposed for work at a property currently managed by Sentinel:

1. The conflict must be declared internally.
2. The connection must be disclosed to the landlord in writing before the contractor is selected or instructed.
3. The Agent with the interest must not steer or pressure the landlord towards the linked business.
4. Where reasonably practicable, an independent alternative quotation should be obtained.
5. The landlord must remain free to select another contractor or obtain their own quotation.
6. The conflicted Agent should not assess their own business's quotation as reasonable or preferable.
7. Another Agent or Director should oversee the selection process and quotation where reasonably practicable.
8. The landlord's decision must be recorded.

The existing maintenance policy already recognises the need for additional safeguards when an agent-affiliated contractor is used.

An independent quotation may not be necessary where:

- emergency action is required;
- delay would create an unacceptable safety, compliance or property risk;
- no suitable alternative contractor is reasonably available; or
- following disclosure, the landlord expressly requests the Agent-Linked Business without requiring another quotation.

The reason must be recorded.

9. Existing Sentinel Client – Property Not Managed by Sentinel

A landlord may be an existing Sentinel client but own other properties which Sentinel:

- has never managed; or
- previously managed but no longer manages.

An Agent-Linked Business may undertake private work for such a property, subject to the following process:

1. The proposed instruction must be declared to a Director before it is accepted.
2. The Agent must explain how the opportunity arose.
3. The Director will determine whether any conflict exists and whether the work may proceed.
4. The connection with Sentinel should be disclosed to the landlord in writing.
5. It must be clear that the contract is directly between the landlord and the Agent-Linked Business.
6. Sentinel must not be represented as recommending, guaranteeing or supervising the work unless expressly agreed.
7. Sentinel systems, information or resources must not be used for the private instruction without authority.

Where the landlord independently approached the business and Sentinel is not arranging the work, there is normally no requirement for that business to obtain a competing quotation against itself.

10. Former Sentinel Clients

An Agent-Linked Business may ordinarily undertake work for a former Sentinel landlord where the landlord approaches the business independently.

However, where the relationship originated through Sentinel, the Agent must still consider their contractual and confidentiality obligations.

Before accepting the work, the Agent should declare the instruction to a Director where:

- they became acquainted with the landlord through Sentinel;
- the opportunity arose because of their Sentinel role;
- the property was previously managed by Sentinel; or
- there could reasonably be a perceived conflict.

No Sentinel confidential information may be used to obtain or perform private work.

The Contractor Confidentiality & Conduct Agreement expressly provides that confidential information may only be used for providing services to Sentinel and not for the contractor's own benefit or the benefit of a third party. It also covers an agreement around non-competing services.

11. Landlord Approaches the Business Directly

The fact that a landlord approaches an Agent or Agent-Linked Business first does **not automatically remove the conflict**.

The Agent should consider:

- how the landlord obtained their details;
- whether their relationship arose through Sentinel;
- whether Sentinel currently represents the landlord;
- whether the Agent is responsible for managing any of the landlord's properties;
- whether Sentinel information is being used;
- whether Sentinel provides the same or similar service; and
- whether accepting the instruction could reasonably affect the Agent's impartiality when performing their Sentinel role.

Where there is uncertainty, the matter must be referred to a Director.

12. Disclosure to Clients

Where a conflict could reasonably influence, or appear to influence, a client's decision, it should be disclosed clearly to the client before the relevant decision is made.

For an Agent-Linked Contractor, suitable wording might be:

> **Declaration of Interest:** [Name] is connected with [Business] and also provides services to Sentinel Lettings. We are making you aware of this relationship so that you can make an informed decision. [Business] is a separate business and contracts directly with you for any works undertaken. Sentinel Lettings does not guarantee its pricing, workmanship or performance.

The wording may be adjusted according to the circumstances.

Disclosure does not remove the need for internal approval or other mitigation required under this Policy.

13. Independence of Decision-Making

Where reasonably practicable, a person with a financial interest in an outcome should not make the final decision on behalf of Sentinel concerning that interest.

For example, an Agent should not:

- decide that their own company's quotation represents good value;
- approve their own company's work;
- certify their own company's invoice;
- decide whether a complaint against their own company is justified; or
- prevent another contractor from being considered.

Independent oversight should be used where appropriate. This can be done with another Agent without an interest or with a Director.

14. Gifts, Commission and Referral Payments

Any commission, referral fee, financial reward, discount, gift or other material benefit received or offered because of an Agency relationship must be declared to a Director.

Agents must not accept undisclosed benefits in return for:

- recommending a contractor;
- referring a landlord or tenant;
- awarding work;
- influencing a procurement decision; or
- using their position within Sentinel to generate business for themselves or another person.

Any arrangement approved by Sentinel must be transparent where disclosure to the client is appropriate.

15. Use of Agency Information and Relationships

Agents must not use:

- landlord databases;
- tenant information;

- telephone numbers;
- email addresses;
- contractor lists;
- pricing information;
- maintenance records;
- property information;
- internal communications;
- Agency systems; or
- other confidential Agency information

to generate private business unless expressly authorised.

The Contractor Confidentiality & Conduct Agreement also protects Agency materials, processes, templates and other know-how from being used for another purpose or client.

16. Competing Services

Where an Agent already had an established business relationship with a person **before their involvement with Sentinel**, this should be declared where that person subsequently becomes connected with Agency business.

An established pre-existing relationship will normally be treated differently from a relationship generated through Sentinel, provided it has been disclosed appropriately.

Persons working with Sentinel Lettings may have other businesses, employment, clients or commercial interests. Outside business activity is not prohibited merely because it operates within the property sector.

However, external business activities must not conflict with the person's responsibilities to Sentinel or improperly make use of relationships, information or opportunities obtained through their Sentinel role.

In particular, an Agent must not:

- use their Sentinel role to solicit private business from landlords, tenants, investors, contractors, suppliers or other contacts introduced through the Agency;
- encourage an Agency client or contact to reduce, terminate or move business away from Sentinel for the benefit of themselves, a connected business or another third party;
- divert an Agency business opportunity to themselves or an Agent-Linked Business without prior disclosure and approval;

- use confidential information, client details, internal records or Agency systems to obtain competing business;
- provide competing services to an Agency contact where doing so is prohibited by their contractual obligations to Sentinel; or
- circumvent a contractual restriction by arranging for a spouse, partner, connected business or other third party to undertake the work instead.

Existing contractual restrictions

Certain individuals and contractors may also be subject to contractual restrictions concerning:

- solicitation of Agency clients and contacts;
- dealing with Agency clients or contacts;
- competing services;
- confidential information;
- pre-existing business relationships; and
- post-termination restrictions.

Those contractual obligations operate **in addition to this Policy** and must be complied with in full.

Nothing in this Policy overrides, reduces, extends or replaces any restriction contained within an individual's contractor agreement, confidentiality agreement, Terms of Reference or other agreement with Sentinel.

Where there is uncertainty as to whether proposed external work would breach a contractual restriction, the matter must be referred to a Director **before the work is solicited, accepted or undertaken.**

Approaches made directly by Agency contacts

The fact that a landlord, tenant or other Agency contact approaches an Agent or Agent-Linked Business directly does not automatically mean that the work may be accepted.

The Agent must consider:

- how the relationship originally arose;
- whether the person is a current or former Agency contact;
- whether the proposed work competes with services provided by Sentinel;
- whether the opportunity arose through the Agent's Sentinel role;
- whether confidential or Agency information would be used; and
- whether any contractual non-solicitation or non-dealing restriction applies.

Where required by the individual's contract, prior written consent from Sentinel must be obtained.

Pre-existing relationships

Where an Agent had an established business relationship with a person before their involvement with Sentinel, that relationship should be declared.

The existence of a pre-existing relationship will be considered when determining whether a conflict or contractual restriction applies.

17. Confidential Reporting and Whistleblowing

A person does not need to be personally involved in a conflict before they can raise a concern.

Any Agent, contractor or other person working with Sentinel who reasonably believes that another person:

- has failed to declare a conflict;
- has deliberately concealed a conflict;
- has improperly favoured a connected business;
- has used Agency information for personal benefit;
- has obtained undisclosed payments or benefits;
- has influenced an Agency decision for personal gain; or
- has otherwise failed to follow this Policy

should report the matter.

Reporting concerns

A concern may be raised:

- directly with a Director;
- with another Director where the concern relates to one Director;
- through another confidential reporting channel (Sentinel website contact form); or
- **anonymously**.

Anonymous reports should contain as much factual information as reasonably possible to enable the matter to be investigated.

Confidentiality

Sentinel will take reasonable steps to protect the identity of a person making a confidential report.

Absolute confidentiality cannot always be guaranteed where:

- the circumstances themselves identify the individual;
- fairness requires certain information to be disclosed during an investigation; or
- disclosure is required by law.

Protection from retaliation

Nobody should suffer intimidation, harassment, reduced work allocation, disadvantage or other adverse treatment because they have raised a genuine concern in good faith.

A report which later proves incorrect will not by itself constitute wrongdoing.

Deliberately false, malicious or knowingly misleading allegations may, however, constitute a conduct matter.

Investigation

Where a report is received, Sentinel should consider:

- whether immediate safeguards are required;
- removing the person concerned from relevant decisions while the matter is reviewed;
- reviewing communications, quotations, invoices and declarations;
- interviewing appropriate persons;
- reviewing relevant Agency systems and records; and
- determining whether this Policy or another contractual obligation has been breached.

The person whose conduct is being investigated should not control the investigation.

This internal reporting process applies whether or not the matter would meet the legal definition of statutory whistleblowing.

18. Conflicts Register

Sentinel should maintain a **Conflict of Interest Register**.

The Register should record, where applicable:

- date declared;

- person declaring the conflict;
- person whose conflict is involved;
- landlord/client;
- property;
- connected business;
- nature of the interest;
- how the opportunity arose;
- Director reviewing the matter;
- mitigation imposed;
- whether client disclosure was required;
- date client informed;
- outcome; and
- date closed.

The purpose of the Register is not merely compliance. It provides evidence that Sentinel identified and actively managed conflicts. This register is found on the Property Management Tracker.

Proportionate Recording of Routine Managed-Property Transactions

Where an Agent-Linked Business has already been declared and recorded as a standing interest, routine work or quotations relating to a property currently managed by Sentinel do not require a separate transaction entry in the Conflict of Interest Register where the total value does not exceed £250 inclusive of VAT.

This exemption applies to the separate Register entry only. It does not remove any requirement under this Policy to disclose the connection to the landlord, obtain appropriate approval, maintain independence in decision-making, retain quotations and correspondence on the property file, or apply any other safeguard required by this Policy.

A separate Conflict Register entry must be made where:

- the value exceeds £250 inclusive of VAT;
- connected instructions relating to the same property exceed £250 in aggregate within a calendar month;
- the matter involves a commission, referral payment, gift or other additional benefit;
- an exception to normal quotation or independent oversight procedures is relied upon;
- a complaint, pricing concern or dispute arises;
- there is any concern that the conflict has influenced or may reasonably appear to have influenced a decision; or
- a Director considers that recording is otherwise appropriate.

Transactions must not be divided or structured so as to avoid the £250 threshold.

£250 represents Sentinel's existing operational threshold for routine maintenance expenditure as per the Terms of Business. Below this level, work falls within the ordinary day-to-day management authority already agreed with the landlord. Above this level, the Agency's existing processes require a higher level of client involvement and scrutiny. The same threshold is therefore used for enhanced conflict-of-interest record keeping.

19. Failure to Declare

Failure to disclose or appropriately manage a conflict may constitute:

- a breach of this Policy;
- a breach of the person's Contractor Confidentiality & Conduct Agreement or other agreement with Sentinel;
- grounds for reassignment of responsibilities;
- grounds for reduced or withdrawn work allocation; or
- grounds for termination of the relevant engagement.

The seriousness of the response will depend on the circumstances, including whether the failure was accidental, negligent or deliberate.

20. Review

This Policy should be reviewed periodically and whenever:

- Sentinel introduces a material new service;
- a significant conflict occurs;
- weaknesses are identified through an investigation; or
- relevant contractual or regulatory requirements change.