

Tenant Company, as the case may be, all written information relating to the Directorate and/or the Tenant Company, its members or personnel and their respective businesses, possessions, affairs provided or supplied to the landlord its staff or Agents under or in connection with this Agreement other than:

- (i) any information which is already in the public domain otherwise than as a result of a breach of this Agreement; or
 - (ii) any information obtained from a third party who is free to divulge such information
- (a) The Landlord shall ensure that any personal information concerning any Asylum Seeker disclosed to the landlord in the course of any dealing with or other matter concerning the Property and its use by any Asylum Seekers is treated as confidential and should only be disclosed to a third party with the consent of the Asylum Seeker unless that Asylum Seeker is considered at risk. In the event of any doubt arising from this clause the Landlord shall seek the views of the Directorate whose decision on the matter shall be final. In particular the Landlord:
- (i) shall have in place appropriate policies and procedures to recognise and maintain the Asylum Seeker's need for confidentiality;
 - (ii) shall ensure that details of Asylum Seekers or their dependants are not released to the press (including in house and trade) or any other commercial organisation and that any information concerning an Asylum Seeker or their dependants shall not be passed to nor allowed to fall into the hands of any agency, company or individual not specified by the Directorate or without the consent of the Asylum Seeker;
 - (iii) shall ensure that no press release or other public document containing Confidential Information is issued and shall not make any public statement concerning Confidential Information without the prior written approval of the Directorate and the Tenant Company as to its content and the manner and extent of its publication
- (v) The parties hereto acknowledge that personal information held on a data base stored on a computer is subject to the provisions of the Data Protection Act 1984 as amended or replaced by the Data Protection Act 1998 (to the extent in force from time to time). The parties shall ensure that they comply at all times with the provisions and obligations contained in the Data Protection Act 1984 and 1988 as applicable.
- (w) The Landlord shall not, within a period of 30 days following the end of the