

General Terms and conditions on which LetBritain Global Limited provides its services

LetBritain Global Limited provides its services on the following terms and conditions.

- 1) The meaning of some words used in these terms and conditions
 - a) 'Us', 'We' 'Our' or 'LetBritain' is a reference to LetBritain Global Limited;
 - b) 'You', 'Your' or 'the Customer' is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
 - c) 'Competitor' means any organisation, individual, partnership or other business that carries on business substantially similar to or the same as LetBritain and is not in any way affiliated with LetBritain
 - d) 'Dealings' means any interaction LetBritain may have with Client or Confidential Information during the course of business and for the purposes of the Services;
 - e) 'the Fees' mean the price payable for the Services published on the Site from time to time.
 - f) 'Intellectual Property' means any patent, copyright, registered design, trade mark (including applications for any of the foregoing), rights in respect of confidential information and any other industrial or intellectual property rights;
 - g) 'the Materials' means any information, documents, materials, goods, items we need you to supply, or that we need to source from third parties, necessarily in order to perform the Services including all information concerning the Property, including details of leases and supplemental documents, tenants and occupiers of the Property, accounts, receipts, insurance policies and particulars, property registers, VAT records, employment records and computer records (including disks and software);
 - h) 'the Parties' is a reference to both us and you;
 - i) 'the Property' means the property advertised and provided for letting, particulars of which are set out in the Materials supplied by you; and
 - j) 'the Services' means the assistance in sourcing and contracting with a Tenant or Landlord for the letting of residential property we will provide to meet your requirements. The precise Services we will be providing to you will be stated in the relevant Section of these Terms and Conditions applicable to the Services you have ordered and contracted for and as we agree from time to time;
 - k) 'the Site' means the website www.letbritain.co.uk;
 - l) Unless the context otherwise requires, each reference in this Section to:
 - i) "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - ii) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - iii) "this Section" is a reference to the relevant Section of the Terms and Conditions as may be applicable or amended or supplemented at the relevant time;
 - iv) a Schedule is a schedule to this Agreement; and

- v) a Clause or paragraph is a reference to a Clause of this Section A (other than the Schedules) or a paragraph of the relevant Schedule.
- vi) The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- vii) Words imparting the singular number shall include the plural and vice versa.
- viii) References to any gender shall include the other gender.
- ix) References to persons shall include corporations.

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Entering into a legally binding contract

- 2.1 A contract between you and us will come into being in one of two ways:
 - 2.1.2 We must receive payment of the whole of the price for the Services that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your registration form. Our acceptance of your order brings into existence a legally binding contract between us; or
 - 2.1.2 Where you and we agree orally and confirm in writing, subsequent to clause 2.1.2, that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- 2.2 We suggest that before you agree to us providing the Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- 2.3 You should keep a copy of these terms and conditions for your records.

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Providing the Services

- 3.1 Once we and you have entered into a legally binding contract we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- 3.2 Our aim is to always provide you with the Services:
 - 3.2.1 using reasonable care and skill;
 - 3.2.2 in compliance with commonly accepted practices and standards of a letting agency in accordance with the Codes of Practice of [ARLA];
 - 3.2.3 in compliance with the laws and regulations in force in England and Wales at the time we are carrying out the Services.

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Days and times when we normally provide the Services and performance of Services away from the Premises

- 4.1 Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than [8am] and finish work no later than [4pm]. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- 4.2 The performance of some of the Services may take place away from the Premises. For example, we may be able only to carry out some of the activities in performing the Services other than at your Premises or when you are present.

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Materials

At the time we perform the Services we may not have all the Materials we need to perform the Services. This may be for a number of reasons such as:

- 5.1 we have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the Services; or
- 5.2 where we have provided an estimate, it may not have been reasonably possible to establish the need for particular Materials at the time we provided the estimate. The need for the particular Materials may only be revealed when we start performing the Services; or
- 5.3 we have not received the necessary Materials from you.

Timing

6.1

Our responsibility to perform the Services by particular dates

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- 6.1.1 we will start performing the Services by a specified date or time; or
- 6.1.2 we will complete the performance of all the Services by any specified date or time; or
- 6.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

6.2

What can happen if we cannot start performing the Services or complete performing the Services

- 6.2.1 If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
- 6.2.2 Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services

we have performed up to the date of cancellation and for any Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

- 6.2.3 What is a reasonable period of time depends on the type of Services we will be performing and the length of time they will take to perform. For example, if you and we believe that the Services will take only a few hours to perform, then if we fail to start performing the Services within **3 working days** then you may have the right to cancel. But if the Services are due to take several weeks to perform, then if we fail to start to perform the Services after a couple of weeks when we are due to or we do not perform the Services during a couple of weeks when we were due to, then in such circumstances you may be entitled to cancel the contract.

6.3

Situations or events outside our reasonable control

- 6.3.1 In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in clause 2). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
- 6.3.2 The following are examples of events or situations which are not within our reasonable control:
- (a) where weather conditions make it impossible or unsafe for us to perform any of the Services;
 - (b) if the Materials are not delivered on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
 - (c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);

- (d) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
 - (e) where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
 - (f) where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services;
 - (g) for some other unforeseen or unavoidable event or situation which is beyond our control.
- 6.3.3 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
- (a) continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
 - (b) cancelling the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

7. Price and payment

7.1

Our Prices

The prices payable for the Services that you order are as set out in our website.

7.2

When payment is required

Payment for our Services and the Materials is normally made in two ways:

- 7.3.1 payment of the whole of the price for the Services that you order must be received before your order can be accepted; and

7.3.2 secondly, the payment of any remaining amount we will be charging you in accordance with the terms and conditions applicable to the Services you have agreed to take.

7.4

VAT

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

7.5

If you do not pay when required to

If you fail to make payment by the date or time we and you agree, we may:

7.5.1 charge you interest (at Barclays Bank plc's base interest rate plus 4%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 7 days from the date of our invoice or when we asked you first to pay them; and/or

7.5.2 we may suspend performing the remaining Services until you make payment.

7.6

Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

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Exclusion and limitation of liability

8.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

8.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

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Communicating with us

Unless otherwise expressly stated in these terms and conditions, all notices from You to LetBritain must be in writing and sent to our contact address at 62B Chobham Road, London E15 1LU or emailed to us at info@letbritain.co.uk. Notices from LetBritain to You will be displayed on the Site from time to time if not specifically communicated to You by email or otherwise.

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Cancellation by you

- 10.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 10.2 If we agree to cancel then you will be responsible for the cost of:
- 10.2.1 any of our time in performing the Services up to the date we stop providing the Services;
- 10.2.2 any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 10.3 In the circumstances stated in clause 10.2 we will first deduct the amounts for which you are responsible from any amount you have paid. Any remaining amount will be returned to you. If the amount owing is greater than the sums paid by you we will return invoice you for the amount in excess of the deposit.
- 10.4 If you:
- 10.4.1 purport to cancel the contract; or
- 10.4.2 give notice purporting to cancel; or
- 10.4.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,
- we do not have to accept your cancellation except as provided in clause 10.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the sums retained.

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Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- 11.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
- 11.2 we have insufficient capacity or do not provide the Services in your area; or

- 11.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.
- Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

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Contacting each other

If you wish to send us any notice or letter then it needs to be sent to the address set out in our website. If we wish to send you a letter or notice we will use the address you have given in the registration form.

13. Damage caused by access to the Site

While LetBritain endeavours to see that the Site is free from viruses or defects, it cannot guarantee that Your use of the Site or any websites accessible through it will not cause damage to Your computer. It is Your responsibility to ensure that the right equipment is available to use the Site. Except in the case of actionable negligence on the part of LetBritain, LetBritain will not be liable to You or any person for any loss or damage which may arise to computer equipment as a result of using the Site. In using the Site you agree to be bound by the terms and conditions of use [insert link].

14. Changes to Terms

LetBritain reserves the right to change these Terms from time to time and therefore You should look through them from time to time.

15. Invalidity

If any of these Terms or any part of them is unenforceable (including any provision in which LetBritain excludes its liability to You) the enforceability of any other part of these Terms will not be affected.

16. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

17. Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

Landlord Marketing

1. Appointment

- 1.1. You appoint LetBritain to be **your** sole marketing agents to perform the Services during the Contract Period and LetBritain accept such appointment.
- 1.2. LetBritain will perform the Services:
 - 1.2.1. with reasonable professional skill and care and in good faith with regards to your interests in the Property; and
 - 1.2.2. with the diligence expected of a letting agent; and
 - 1.2.3. in compliance with all applicable legislation, rules and regulations, including the principles of good estate management and professional conduct rules of the Association of Residential Letting Agents and any relevant codes of management practice; and
 - 1.2.4. in accordance with all deadlines and timescales reasonably required by you.
- 1.3. LetBritain shall co-operate with any other professional advisers instructed by you in relation to the Property whose names have been notified to LetBritain by you, and supply to them promptly at your reasonable expense all such information concerning the letting as they shall reasonably request.
- 1.4. LetBritain warrant that they are members of the Association of Residential Letting Agents.

2. The Services

LetBritain agree to perform the following Services:

2.1. Pre-marketing advice and action

- 2.1.1. to display details of the Property according to the Materials supplied by you
- 2.1.2. to obtain your instructions on any restrictions on, or criteria to be met by, prospective tenants and to follow such instructions,
- 2.1.3. to advise you of your legal obligations and any legislation affecting the letting of the Property;
- 2.1.4. to seek your instructions and obtain your approval of the rent to be asked, the method of marketing and advertising to present the Property to your best advantage;

2.2. Marketing to tenants

- 2.2.1. to market the Property to prospective tenants,

3. Agents' obligations

LetBritain agree with you:

3.1. Indemnity

to indemnify and keep indemnified you from and against any and all loss, damage and liability (whether criminal or civil) suffered by you by reason of any breach of this Agreement by LetBritain or any negligence or wilful misconduct on the part of LetBritain;

3.2. Confidentiality

3.2.1. except where disclosure is required by an order of the court or in order to comply with the requirements of any statutory or other competent authority, to not at any time during or after the Contract Period:

3.2.2. divulge or allow to be divulged any of the Materials to any person except to persons authorised in writing by you, or

3.2.3. use any Materials for any purpose except for the proper performance of the Services in accordance with the terms of this Agreement;

3.3. No delegation and sub-contracting

not to delegate or sub-contract the carrying out of the Services without your prior written consent.

4. Your obligations

You agree with LetBritain throughout the Contract

Period: 4.1. Initial action

4.1.1. to provide, or procure that your previous agents (if any) provide, to LetBritain all Materials reasonably in their possession (or copies of them) necessary to market the Property for letting by LetBritain, and to establish the records necessary to provide the Services, and

4.1.2. to obtain all consents to letting required from superior landlords and mortgagees and to supply copies to LetBritain;

4.2. Instructions

on request by LetBritain to do so, promptly to give instructions and decisions in writing, or if given verbally to confirm them in writing within 7 days; LetBritain need not comply with any instruction not given or confirmed in writing;

4.3. Payment of Fees

to pay to LetBritain:

4.3.1. the Fees set out in the website,

4.3.2. any out-of-pocket expenses properly and reasonably incurred by LetBritain in performing their obligations under this Agreement provided that LetBritain provide you with valid receipts for such amounts and expenditure on advertising authorised by you,

4.3.3. any VAT chargeable in addition to the Fees,

4.3.4. and to permit LetBritain to deduct all such sums from money due to you from any sums received by them;

4.4. Reimbursement of expenses

to reimburse LetBritain for all expenses properly and reasonably incurred in the provision of the Services provided that LetBritain provide you with valid receipts for such amounts;

4.5. Sole Agency and Non-Solicitation

4.5.1. You expressly agree that you will not, during the course of provision of the Services, engage like Services from any Competitor within a radius of 20 miles of the Property.

4.5.2. The restriction in sub-Clause 4.5.1 can be waived on a per-Competitor basis by

LetBritain in writing on written request from you, such consent to be given at LetBritain's sole discretion.

4.5.3. You expressly agree that you will not, during the course of provision of the Services before any Termination, solicit any Tenants with which we have had Dealings during the period of the provision of the Services prior to the date of Termination or any other Tenants of which you have knowledge during the period that these terms and conditions are in force.

4.5.4. The restriction in sub-Clause 4.5.3 can be waived on a per-Tenant basis by LetBritain in writing on written request from you, such consent to be given at LetBritain's sole discretion. No waiver may be given if it shall violate any prior agreement between you and LetBritain as to the sharing of the Confidential Information.

4.6. **Indemnity**

to indemnify and keep indemnified LetBritain from and against any and all loss, damage or liability whether criminal or civil suffered by LetBritain and legal fees and costs properly incurred in the course of providing the Services unless caused by LetBritain's negligence or acting outside the scope of their authority as set out in this Agreement or LetBritain' wilful misconduct or negligence;

Landlord Platinum Services

1. **Appointment**

1.1. You appoint LetBritain to be **your** sole agents to perform the Services during the Contract Period and LetBritain accept such appointment.

1.2. LetBritain will perform the Services:

1.2.1. with reasonable professional skill and care and in good faith with regards to your interests in the Property; and

1.2.2. with the diligence expected of a letting agent; and

1.2.3. in compliance with all applicable legislation, rules and regulations, including the principles of good estate management and professional conduct rules of the Association of Residential Letting Agents and any relevant codes of management practice; and

1.2.4. in accordance with all deadlines and timescales reasonably required by you.

1.3. LetBritain shall co-operate with any other professional advisers instructed by you in relation to the Property whose names have been notified to LetBritain by you, and supply to them promptly at your reasonable expense all such information concerning the letting as they shall reasonably request.

1.4. LetBritain warrant that they are members of the Association of Residential Letting Agents.

2. **The Services**

LetBritain agree to perform the following Services:

2.1. Pre-marketing advice and action

- 2.1.1. to display details of the Property according to the Materials supplied by you
- 2.1.2. to obtain your instructions on any restrictions on, or criteria to be met by, prospectivetenants and to follow such instructions,
- 2.1.3. to advise you of your legal obligations and any legislation affecting the letting of the Property;
- 2.1.4. to seek your instructions and obtain your approval of the rent to be asked, the method of marketing and advertising, and of what works of decoration, furnishing and cleaning are required to present the Property to your best advantage;
- 2.1.5. to advise you of your legal obligations and any legislation affecting the letting of the Property,
- 2.1.6. to seek from you for a gas safety certificate and energy performance certificate or that your procure for such certificate to be issued in relation to the Property and supplied to the tenant before possession is given to the tenant and to arrange for any other safety inspection required by law to be carried out and satisfied before possession of the Property is given to the tenant; and
- 2.1.7. to commission a home information pack if required by law, or co-operate with any other professional advisers instructed by you in connection with such documents;

2.2. Seek tenants

- 2.2.1. to seek and find tenants for the Property,
- 2.2.2. to use reasonable endeavours to assist you in arranging mutually convenient appointments for prospective tenants viewing the Property,
- 2.2.3. to obtain and take up references for the tenants, and
- 2.2.4. to report all offers, and submit the references, to you and advise on them;

2.3. Consents

to advise you to ascertain what consents to the letting from superior landlords, mortgagees and others may be required by you, and if requested by you to do so, to apply for all necessary consents;

2.4. Tenancy agreement and notices

- 2.4.1. to prepare on behalf of you the original and counterpart tenancy agreement in such form as may have previously been agreed with you, recording the agreed terms and in conformity with the terms of any Headlease and to procure the signature by the tenant and you before possession is given to the tenant by you,
- 2.4.2. to prepare and serve on behalf of you all notices required to be served on the tenant before possession is given to the tenant, and to obtain copies receipted by the tenant as evidence of receipt and to promptly supply such copies to you,
- 2.4.3. not to complete the tenancy agreement until all necessary consents have been obtained on satisfactory terms, and all conditions of those consents have been, or can be, complied with, and

2.4.4. to procure that the tenant enters into any direct agreement or covenant with the superior landlord as may be required by the Headlease;

2.5. Inventory

If requested by you, to assist in arranging for an inventory and schedule of condition of the Property and its furnishings and fittings to be taken by some independent person, to supply a copy to the tenant, and to obtain the tenant's agreement to it as a true and correct record;

2.6. Rent

on completion of the tenancy agreement and before possession is given to the tenant to collect advance rent due under the tenancy agreement, the tenant's contribution to your costs of the preparation of the tenancy agreement and counterpart, the cost of the preparation of the inventory and schedule of condition, and all other sums due from the tenant on completion (or as the case may be);

2.7. Deposit

on completion of the tenancy agreement and before possession is given to the tenant to collect from the tenant a deposit in the sum set out in the tenancy agreement and to hold it as stakeholder or deal with it in accordance with the deposit protection scheme referred to in the tenancy agreement and in accordance with applicable law;

2.8. Notifications

to notify the council tax department of the relevant local authority, and the suppliers of utility services to the Property, of the change of occupier and that the tenant is liable to pay the council tax and for the services supplied to the Property for the term of the tenancy agreement, and to give notice of the letting to any superior landlord as may be required by the Headlease, and to the insurers of the Property;

2.9. After completion

2.9.1. to arrange for stamping of the counterpart tenancy agreement if required,

2.9.2. to promptly send the counterpart tenancy agreement, the inventory, all receipted notices, and the rent collected (less the Fees authorised by clause 5.3 to be deducted from it), to you;

2.10. Compliance with legislation

2.11. in carrying out the Services to comply with the provisions of all statutes and subordinate legislation and any codes of management practice required or provided for under any such legislation.

3. Agents' obligations

LetBritain agree with you:

3.1. Indemnity

to indemnify and keep indemnified you from and against any and all loss, damage and liability (whether criminal or civil) suffered by you by reason of any breach of this Agreement by LetBritain or any negligence or wilful misconduct on the part of LetBritain;

3.2. Confidentiality

3.2.1. except where disclosure is required by an order of the court or in order to comply with

the requirements of any statutory or other competent authority, to not at any time during or after the Contract Period:

3.2.2. divulge or allow to be divulged any of the Materials to any person except to persons authorised in writing by you, or

3.2.3. use any Materials for any purpose except for the proper performance of the Services in accordance with the terms of this Agreement;

3.3. No delegation and sub-contracting

not to delegate or sub-contract the carrying out of the Services without your prior written consent.

4. Your obligations

You agree with LetBritain throughout the Contract

Period: 4.1. Initial action

4.1.1. to provide, or procure that your previous agents (if any) provide, to LetBritain all Materials reasonably in their possession (or copies of them) necessary to market the Property for letting by LetBritain, and to establish the records necessary to provide the Services, and

4.1.2. to obtain all consents to letting required from superior landlords and mortgagees and to supply copies to LetBritain;

4.2. Instructions

on request by LetBritain to do so, promptly to give instructions and decisions in writing, or if given verbally to confirm them in writing within 7 days; LetBritain need not comply with any instruction not given or confirmed in writing;

4.3. Payment of Fees

to pay to LetBritain:

4.3.1. the Fees set out in the website,

4.3.2. any out-of-pocket expenses properly and reasonably incurred by LetBritain in performing their obligations under this Agreement provided that LetBritain provide you with valid receipts for such amounts and expenditure on advertising authorised by you,

4.3.3. any VAT chargeable in addition to the Fees,

4.3.4. and to permit LetBritain to deduct all such sums from money due to you from any sums received by them;

4.4. Reimbursement of expenses

to reimburse LetBritain for all expenses properly and reasonably incurred in the provision of the Services provided that LetBritain provide you with valid receipts for such amounts;

4.5. Sole Agency and Non-Solicitation

4.5.1. You expressly agree that you will not, during the course of provision of the Services, engage like Services from any Competitor within a radius of 20 miles of the Property.

4.5.2. The restriction in sub-Clause 4.5.1 can be waived on a per-Competitor basis by LetBritain in writing on written request from you, such consent to be given at LetBritain's sole discretion.

4.5.3. You expressly agree that you will not, during the course of provision of the Services before any Termination, solicit any Tenants with which we have had Dealings during the period of the provision of the Services prior to the date of Termination or any other Tenants of which you have knowledge during the period that these terms and conditions are in force.

4.5.4. The restriction in sub-Clause 4.5.3 can be waived on a per-Tenant basis by LetBritain in writing on written request from you, such consent to be given at LetBritain's sole discretion. No waiver may be given if it shall violate any prior agreement between you and LetBritain as to the sharing of the Confidential Information.

4.6. **Indemnity**

to indemnify and keep indemnified LetBritain from and against any and all loss, damage or liability whether criminal or civil suffered by LetBritain and legal fees and costs properly incurred in the course of providing the Services unless caused by LetBritain's negligence or acting outside the scope of their authority as set out in this Agreement or LetBritain' wilful misconduct or negligence.