

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

(Note: Please also read carefully to the tenant Services end of the general terms and condition )

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](http://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.

2

### **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.

3

### **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.

4

## **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.

5

### **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.

8

#### **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.

9

#### **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](mailto: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.

10

### **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.

11

### **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).

12

### **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.

# Tenant Services

## 18. Entering into a legally binding contract

By clicking the box on our Site marked “I have reviewed the Tenant’s Terms and Conditions and hereby agree to them”, You hereby agree that a legally binding contract between You and LetBritain comes into force on these Terms including but not limited to Your obligation to pay the Fee.

## 19. Registration

In registering on the Site with LetBritain, You are required to provide to LetBritain via the Site true and accurate details of Your full name, telephone contact details, email address, date of birth and any other details required in the registration process. You warrant and represent that all such details shall be true and accurate.

## 20. Purpose of registration

Registration with the Site shall enable You to have access to the properties registered on the Site by prospective landlords for letting.

## 21. Viewing and Rental Process

21.1. If you wish to view a property registered on the Site You need to contact LetBritain by email at [info@letbritain.co.uk](mailto:info@letbritain.co.uk), whom shall seek to arrange a mutually convenient time and date for you to view the property with the landlord.

21.2. LetBritain draws Your attention to the fact that it has not taken any steps to verify the safety of any properties listed on the Site. Please therefore take every care when viewing a property and ensure that children are supervised at all times by their parents.

21.3. If, following the viewing, You wish to rent any property introduced to You via the Site You are required to notify LetBritain at which point the Fee shall immediately be paid by You to LetBritain by using our secure online payment system.

21.4. Following the payment by You of the Fee You shall provide LetBritain with copies of Your three most recent bank statements, a copy of Your passport and suitable work references, and previous landlord’s references; evidencing Your ability to pay the rent. You hereby consent to LetBritain forwarding such documents to such reference agency of its choice and to such reference agency carrying out such references and financial checks on You as it considers necessary.

21.5. Following the receipt of the Fee, LetBritain shall notify the prospective landlord of Your wish to rent the property concerned and the outcome of the reference and financial

checks carried out on You.

- 21.6. LetBritain shall notify You accordingly in a timely manner. Whether the reference and financial checks are or are not acceptable to the prospective landlord, and in the former case where the landlord agrees to let their property to You, LetBritain shall inform You of any relevant information of which it has knowledge and which is required to commence the letting subject to LetBritain dispatching a tenancy agreement to You and this being executed by You.

## **22. Fees**

- 22.1. The Fees shall be payable by You in accordance with 4.3 above.
- 22.2. Notwithstanding 4.3 and 5.1 in this Section D the Fee will be payable by You to LetBritain on any property introduced to You via the Site and upon You agreeing to rent such property from a prospective landlord irrespective of whether You and the prospective landlord have followed the viewing and rental process set out in these Terms.
- 22.3. The Fee shall be exclusive of Value Added Tax which shall be added and paid by You in addition at the current rate in force from time to time.
- 22.4. LetBritain shall be entitled to charge interest on overdue payments of the Fee and applicable VAT (both before and after judgment) at the rate of 8% per annum or 4% above the base rate of Barclays Bank plc as varied from time to time, whichever is higher.

## **23. Ownership and Accuracy of Property Details**

- 23.1. The details of properties have been prepared by prospective landlords and incorporated in good faith into the Site by LetBritain. However You should bear in mind that LetBritain has no way of ensuring:
- 23.1.1. good and proper title of prospective landlords to any of these properties; and
- 23.1.2. the accuracy of any particulars or details given in respect of such properties;
- 23.2. It is Your responsibility to ensure all such matters and no warranty or representation is given by LetBritain in this regard, nor should any such warranty or representation be construed or implied as a result of the property appearing on the Site. Accordingly before the payment by You of any rental deposits and/or entry into any letting agreement with a prospective landlord You must ensure the landlord has good and proper title to any property You have seen and the full unencumbered right to let it to You.
- 23.3. In no circumstances shall LetBritain be liable, or deemed to be liable, for the title or rights of any prospective landlords in respect of any properties appearing on the Site or for the accuracy of any details in respect of them.
- 23.4. Rental particulars displayed by LetBritain onto the Site have been prepared by the prospective landlords with a view to give a fair overall view of the property concerned but do not form any part of an offer or contract and must not be relied upon by You as statements or representations of fact. Any areas, measurements and distances are approximate and are not to be relied upon by You. Any text, photographs and plans are for guidance only and are not necessarily accurate or comprehensive.

#### **24. Planning building regulations and consents**

You must not assume that a property appearing on the Site has all or any necessary planning, building regulation or other consents. These are matters which have not been verified by LetBritain nor does LetBritain make any warranty or representation about them and in no circumstances shall LetBritain bear any liability in respect of any such matters which is hereby excluded. It is Your responsibility before entering into any contractual commitments in respect of a property to verify such matters.

#### **25. Services equipment and facilities**

LetBritain has neither verified nor tested any services, equipment or facilities at any of the properties listed on the Site. It is Your responsibility before entering into any contractual commitments in respect of a property to verify such matters.

#### **26. Development Plans**

Properties listed on the Site may be subject to any development plans, tree preservation orders, ancient monument orders, town planning schedules and resolutions, which may or may not come into force. You will be deemed to have full knowledge and have satisfied Yourself as to any such matters. You must satisfy Yourself as these matters by Your own inspection or otherwise before entering any contractual commitments in respect of any property listed on the Site.

#### **27. Rights of way**

Properties listed on the Site may be subject to and with the benefit of all rights of way whether public or private, light, support, drainage, water and electricity supplies and other rights and obligations, easements, quasi-easements and restrictive covenants, and all existing and proposed way leaves, poles, pylons, drains, water pipes whether referred to in property particulars appearing on the Site or otherwise. You will be deemed to have full knowledge and have satisfied Yourself as to any such matters. You must satisfy Yourself as these matters by Your own inspection or otherwise before entering any contractual commitments in respect of any property listed on the Site.

#### **28. Statutory Obligations/Codes of Practice**

LetBritain gives no representation or warranty as to the accuracy of any descriptions of property displayed on the Site which have been prepared by prospective landlords. Subject to this LetBritain shall comply with all statutory obligations upon it and shall use all reasonable endeavours to comply with the all relevant codes of conduct.

## 29. Conflicts

LetBritain shall disclose to You any connection of which it is aware that a prospective landlord may have with LetBritain or any member of LetBritain's staff so that all parties to any transactions are aware of possible conflicts of interest.