

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Proptek t/a good2rent a company registered in England and Wales. Our company registration number is 10732083 and our registered office is at 1 St. Johns Court, Moulsham Street, Chelmsford, Essex, CM2 0JD.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0845 258 6760 or by writing to us at hello@good2rent.com AND 1 St. Johns Court, Moulsham Street, Chelmsford, Essex, CM2 0JD.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the services or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR RIGHTS TO MAKE CHANGES

4.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

4.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

5. PROVIDING THE SERVICES

5.1 **Supply of services.** We will supply the services to you as set out and in accordance with the order which will include the production of any deliverable set out in the order, being the tenant referencing services in each case including the deliverable being the reports relevant to the particular service as specified in the order.

5.2 **If the services are one-off services.** We will begin the services on the date we accept your order. The estimated completion date for the services is as told to you during the order process.

5.3 **If the services are ongoing services.** We will supply the services to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 6 or we end the contract by written notice to you as described in clause 9.

5.4 **We are not responsible for delays outside our control.** If our supply of the service is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

5.5 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

5.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you. If so, this will have been stated in the description of the services on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5.7 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 4).

5.8 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. You may contact us to end the contract for the services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one months and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

5.9 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.1).

5.10 You acknowledge that when providing referencing services as part of the services we will:

- (a) undertake searches of the databases and records specified for each particular referencing service using the data supplied by the Tenant and present the results of those searches to the Landlord or Estate Agent; and
- (b) record and present to the Landlord or Estate Agent the results of communications entered into by us using names and contact details provided by the Tenant for referencing purposes; and
- (c) provide a reference outcome of accepted or declined based, in the case of a credit check, solely on the Tenant credit score and, in the case of a full reference, on the basis of the Tenant's credit score and feedback from both current employer and a former management agent or landlord.

6. YOUR OBLIGATIONS

6.1 You shall:

- (a) Ensure that the terms of the order are complete and accurate;
- (b) co-operate with us in all matters relating to the services;
- (c) provide us with such information as we may reasonably require in order to supply the services;

- (d) obtain and maintain all necessary licences, permissions and consents which may be required before submitting the order; and
- (e) be responsible for advising any landlord or other party relying on the deliverables of the risks in so doing and the availability of insurance cover (including rent protection cover) to mitigate against such risks.

6.2 Where you are a business (being a Landlord or Estate Agent) you agree and warrant that you will not pass any credit check cannot be passed onto the tenant.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), *see clause 10*;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2**;
- (c) **If you have just changed your mind about the services, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6**

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **When consumers don't have the right to change their mind.** Your right as a consumer to change your mind does not apply in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running;
- (b) digital products after you have started to download or stream these; or

- (c) any services which become mixed inseparably with other items after their delivery.

7.5 **How long do consumers have to change my mind?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming?** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind

7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0845 258 6760 or email us at hello@good2rent.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the <http://good2rent.co.uk/say-hello.html> on our website.

8.2 **How we will refund you.** We will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind:

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for services at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

10. IF THERE IS A PROBLEM WITH THE SERVICES

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team at 0845 258 6760 or write to us at hello@good2rent.com AND 1 St. Johns Court, Moulsham Street, Chelmsford, Essex, CM2 0JD.

10.2 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

*If your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:*

- *if your digital content is faulty, you're entitled to a repair or a replacement.*
- *if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back*
- *if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation*

See also clause 7.3.

*If your product is **services**, the Consumer Rights Act 2015 says:*

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.*

- *if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.*
- *if you haven't agreed a time beforehand, it must be carried out within a reasonable time.*

11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the product.** We reserve the right to require payment for the services and we may introduce prices and charges at any times by notice to you.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **When you must pay and how you must pay.** When you must pay depends on what product you are buying:
- (a) For **services**, you must pay the applicable charge in advance and we will invoice you in advance for the services. You must pay each invoice within 7 calendar days after the date of the invoice.
- 11.1 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.2 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 10.1; and for defective services under the Consumer Protection Act 1987.
- 12.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by

following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.5 You acknowledge and agrees that we do not (whether under these conditions or otherwise) make any guarantee, warranty, statement or representation in respect of the veracity, accuracy, completeness or truthfulness of any information provided by the Tenant or information obtained from any database or record or from any individual nominated as a referee by the Tenant. Subject to this clause 12, you acknowledge and agree that we shall not be liable for any liabilities, damages, costs, expenses or losses (including, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and/or any interest, penalties and/or professional costs) suffered or incurred by you as a result of or in connection with any information provided by the Tenant or information obtained from any database or record or from any individual nominated as a referee by the Tenant being incomplete, inaccurate, false or otherwise misleading (whether deliberately or otherwise).

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

13.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

13.3 Subject to clause 13.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you for services under such contract.

13.4 You acknowledge and agrees that we do not (whether under these conditions or otherwise) make any guarantee, warranty, statement or representation in respect of the veracity, accuracy, completeness or truthfulness of any information provided by the Tenant or information obtained from any database or record or from any individual nominated as a referee by the Tenant. Subject to this clause 13, you acknowledge and agree that we shall not be liable for any liabilities, damages, costs, expenses or losses

(including, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and/or any interest, penalties and/or professional costs) suffered or incurred by you as a result of or in connection with any information provided by the Tenant or information obtained from any database or record or from any individual nominated as a referee by the Tenant being incomplete, inaccurate, false or otherwise misleading (whether deliberately or otherwise).

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **How we will use your personal information.** We will use the personal information you provide to us, in accordance with our Privacy Policy:

- (a) to supply the services to you;
- (b) to process your payment for the services;
- (c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us;
- (d) to undertake searches of databases and records required to provide the services and to present the result of those searches to the third parties outlined in the order, such as Landlords and Estate Agents;
- (e) record and present to the third parties outlined in the order, such as Landlords and Estate Agents the results of communications entered into by us using the names and contact details provided by you for referencing purposes; and
- (f) provide a reference outcome of accepted or declined based, in the case of a credit check, solely on your credit score and, in the case of a full reference, on the basis of your credit score and feedback from both current employer and former management agent or landlord.

14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing..

15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example,

if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.