These Standard Terms of Business (“Terms”) set out the general terms under which we supply our services and apply to all engagements accepted by RentLondonFlat.com Limited. All work carried out is subject to these terms except where changes are expressly agreed in writing. Our agreement takes effect from the date an agreement has been signed between us and you. However, these terms will apply from the date we provide you with a copy of them.

1.0 Definitions and interpretations

1.1 Terms means the terms of business set out in this document and include any other terms and conditions set out or referred to in our agreement. These Terms apply to all of our services that you have instructed us to provide and cannot be varied or amended except in writing and signed by us and you.

1.2 Agreement means any form of contract for service such as but not limited to letter of agreement, proposal or tender where it is stated in their clause(s) that they are to be constituted together with the Terms. In the event that there is any conflict between the terms set out in this document and the clauses set out in the Agreement, the clauses in the Agreement shall take precedence.

1.3 Services means the specific services set out in the Agreement and any other services which we agree in writing to provide.

1.4 Client (referred to throughout as ‘you’) means the person, company, firm or other legal entity who are landlords (collectively referred to as "Owners" throughout our marketing and promotion mediums) named in our Agreement. Any instructions to act for any other legal entity will not be accepted and neither will these Terms apply unless we have agreed in writing to act for that alternative entity. We reserve the right to refuse to act for such an alternative entity. Any instruction to act for that alternative entity (at our discretion) will only be undertaken after we have conducted our due diligence to fulfil our internal credit, money laundering and risk assessments. In the event that we are instructed to act for a single purpose corporate vehicle. We reserve the right to require and be provided with a parent company or any other form of guarantee for our fees before signing the agreement. If through a sale of a Property by a corporate client contain its share as the assets being transferred, we will require the shareholders of such corporate client to guarantee its obligations to us.

1.5 RentLondonFlat.com any reference to “we”, “us” or “our” in these Terms are references to RentLondonFlat.com.

1.6 Singular, Plural, Gender and Time references to one gender include all genders and references to the singular include the plural and vice versa and references to time shall mean England and Wales.

1.7 Confidential Information means information that is by its nature confidential and/or is designated by us to be confidential.

1.8 The Property refers to real property which means land and all structures integrated with or affixed to the land. In our case, it would mostly refer to flats within the London region though this definition does not exclude any other form of real property.
2.0 Contracting Parties

2.1 Your contract is with RentLondonFlat.com Limited, whose trading name is RentLondonFlat.com. RentLondonFlat.com Limited is a limited company registered in England and Wales under registration number 07798821.

2.2 The entity with which you have engaged will be noted on our letterheads, email footers and invoices that are sent to you. If you are unsure of the entity you have engaged with, you can contact us to verify that entity at any point of time.

2.3 The delivery of Services by us will be undertaken by us or one of our Associated Companies. Please note that delivery of services by our Associated Companies will be subject to the same Terms.

3.0 Regulatory Information

3.1 There is currently no overarching statutory regulation of private sector letting or managing agents in England, nor is there any legal requirement for them to belong to a trade association. Despite that, like us, many letting and managing agents do submit to voluntary regulation.

3.2 The table below lists several of the accreditation schemes we are part of as well as our membership number. We are currently a member of many accreditation schemes, namely:

<table>
<thead>
<tr>
<th>No.</th>
<th>Accreditation Scheme</th>
<th>Membership Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>The Property Ombudsman (TPO)</td>
<td>L866</td>
</tr>
<tr>
<td>2)</td>
<td>safeagent</td>
<td>S3773</td>
</tr>
<tr>
<td>3)</td>
<td>mydeposits</td>
<td>50334709</td>
</tr>
<tr>
<td>4)</td>
<td>National Landlords Association (NLA)</td>
<td>072594</td>
</tr>
</tbody>
</table>

4.0 Contracts (Rights of Third Parties) Act

4.1 Persons who are not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

4.2 Any advice given to you by us is for the sole purpose of benefiting you. Such advice(s) shall not be disclosed to any third party in whole or part without our prior written consent nor can they be used or relied upon for any other purpose. If our advice is disclosed to any third party (with or without our consent), we cannot be held liable by such third party for any consequences that may arise from such disclosure should there be reliance on that advice on their part.

5.0 Fees

5.1 Our fees will be stated in the individual Agreement(s) signed between us and you.
5.2 Where we agree to act jointly with another professional, the fee payable to us will be a mutually agreed proportion of the total fee due. In the event that no such agreement of fees is present, we shall instead be paid in according to the industry market rate.

5.3 In the event that you withdraw from our Agreement, we shall have the right to claim for withdrawal fees pursuant to the specific terms of said Agreement, unless otherwise agreed in writing.

5.4 Disbursements and expenses referred to clause 6.0 remain payable in any event irregardless of the conclusion of the instruction.

5.4 In the event we are required to perform tasks or work that is outside of the agreed scope of the Services, additional charges will have to be agreed upon before the commencement of the tasks or work and will be payable upon completion of such task or work.

5.5 Any estimates of fees and disbursements are provided with reference to information provided to us by you. Therefore, we cannot be bound by such estimates of fees and disbursements if the information provided is in any way incomplete, misleading or wrong.

5.6 Naturally, as a business, we grant and receive referral fees with many different entities. Unless otherwise agreed, we may retain any commissions that we may receive from third parties in the course of providing our Services. Upon request, we will disclose to you the referral figure.

6.0 Disbursements and expenses

6.1 Prior to incurring disbursements and expenses, an estimate of them will be provided to you. Such items include but are not limited to travel, advertising and marketing (including ‘for sale’ and ‘to let’ boards), printing, photography, photocopying and other regulatory fees.

6.2 As soon as they are ascertained or incurred, disbursements and expenses may be charged to you irregardless of whether or not an Agreement has been signed. You agree to indemnify us against any liability on our part in respect of such disbursements and expenses.

7.0 Charges payable

7.1 We will have the right to issue an invoice and our fees will become due for payment free from any discount, deduction set-off or counterclaim on the date specified in the Agreement or in the event you withdraw from the Agreement (in which case Clause 5.3 applies).

7.2 In all other cases charges are payable upon the issuance as well as the receipt of our invoice to you for the services we provided together with the disbursements and expenses incurred (if any).

7.3 Should there be a case where we are required to commence proceedings to recover any fees or disbursements and we are successful in such proceedings, you agree to undertake our legal costs of such proceedings even if the amount claimed is less than the limit for small claims cases.

8.0 Taxes

8.1 The fees disbursements and expenses referred to in these Terms and in the Agreement are all subject to the addition of VAT where applicable (and any other taxes whether local or otherwise).
8.2 You will comply with the Criminal Finances Act 2017 and ensure that both you and your associated persons (if any) will neither commit nor facilitate any offence contravening said Act.

9.0 Interest

9.1 We reserve the right to charge interest on invoices in default of payment by you within 21 days of the delivery of the invoice at a rate of 3% above the Bank of England minimum lending rate from time to time from the date of our invoice until payment unless otherwise agreed in writing.

10.0 Service Provision

10.1 We cannot be held liable for the ultimate accuracy of the information represented in, and inferences made from, official certification, title register, and other legal documents related to the rental process that we may handle and provide as part of our service. This includes, but is not limited to, Deposit Protection Certificates, government How To Rent Guides and other prescribed information, Energy Performance Certificates. We shall not be held liable for guarantees relating to the structural integrity of the properties we are involved with, nor for guarantees relating to the compliance with environmental and legal permissions pertaining to planning or development of the land on which the properties reside.

10.2 We commit to carrying out the instructed Services within a reasonable time frame pursuant to the contractual Agreement being signed, provided that:

(a) Approximations of the time intervals involved that may have been discussed shall not be legally binding; also, provided that:

(b) It shall be left to our judgement and complete discretion to delegate any part or part(s) of the Services to sub-agents, sub-contractors, or other similar partners and associates in a fit and proper pursuit of our instructed Service aims.

(c) It is to be agreed that these sub-agents or similar will not be instructed without agreeing as much with you in advance.

(d) We cannot be held liable for the accuracy or expertise of any consultations made to you by those third parties.

(e) There may be project management fees due to be paid by you for our liaison and oversight of the work performed by those third parties, which will be made clear to you in advance.

(d) Payment and any other related matters such as compensation, reimbursement for unsatisfactory work, and so forth, relating to those third parties will be your liability directly, and will not fall to us.

10.3 Projection of potential financial benefits, costs, and any other asset performance metrics based on market behaviour, that we may present as part of our Service, should not be taken as fully reliable indicators of the future.

11.0 Information accuracy

11.1 Unless instructed to the contrary in writing, we will not be under any obligation to assess and approve the accuracy of the information provided to us by you, your associated persons or other regulatory bodies. Where instructed to lease, let or sub-let your Property, you warrant that the Property has the minimum Energy Performance Certificate rating or a valid registered exemption to comply with
the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 and any other applicable law or regulations.

11.2 You hereby guarantee the accuracy of all information that you or your representative(s) provide to us on the basis that we are expected to rely on it. In the event that you think that the information provided to us is inaccurate, you are to write to us to the contrary.

11.3 You will check all marketing materials produced by us in respect of any Property that you instruct us to dispose on your behalf. If you become aware that any such marketing materials are inaccurate, misleading or incomplete, you will notify us immediately.

11.4 You will indemnify us against all costs, claims, charges and expenses of any nature which may arise as a result of any such information proving to be inaccurate (whether wholly or in part), misleading or incomplete.

11.5 Any information we acquire from you in the course of performing your instructions may be used by us for any other purpose unless you instruct us in writing to the contrary.

12.0 Confidential Information

12.1 You shall not publish our reports, advice nor Confidential Information that may be included in any published document, circular or statement wholly or partially in any way without our prior approval.

12.2 Any documents, copyright in any reports, or other material we provide to you shall remain our property at all times.

13.0 Records

13.1 We reserve the right to keep all and any of your papers and documents even after the expiry of an Agreement, until our fees and charges are paid in full.

13.2 Unless instructed to the contrary, we may destroy papers or documents relating to the Services six years (6) after the date of the final invoice sent to you.

14.0 Correspondence

14.1 If we receive an email from you, we shall deem that email from you as a request to us to communicate with you by email.

14.2 If email communication is preferred, by accepting these Terms you confirm that you understand the risks of doing so and you authorise us to act upon electronic instructions which have been transmitted (or appear to have been transmitted) by you.

15.0 Data Protection

15.1 Both parties will comply with the General Data Protection Regulation 2016/679 as well as the Data Protection Act 2018. You will ensure that you possess all the necessary appropriate consents and
notices in place to enable lawful personal data transfer to the extent you provide us with any personal data.

15.2 You agree that we may receive and retain documentary proof required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2018 and can disclose it to any Government authority that is legally entitled to request it. You further agree and consent to identity checks being carried out electronically for anti-money laundering purposes. For the purposes of this clause only, you release us from our obligations under Clause 15.1 above.

15.3 We may occasionally use your contact details to inform you of relevant updates to the UK Property rental market, our products and services. By accepting these Terms, you consent to our sending you such information. If you wish to opt out of such a service, please notify us in writing at legal@rentlondonflat.com

16.0 Communication

16.1 As internet communication is susceptible to data corruption, we do not accept any responsibility for changes made to such communications after their dispatch. For this reason it may be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and will not be our responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication.

16.2 Email may be used to enable us to communicate with you. As with any other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.

17.0 Limitation of liability

17.1 We will provide you with our professional services in good faith and with reasonable care and skill.

17.2 We cannot be held liable for any of the following:

(a) Services not specified within the Services agreed to be performed by us;

(b) To a third party;

(c) Any loss of profit, business, contract or savings, nor for any special, indirect or consequential losses;

(d) Any losses, costs, penalties or damages arising from the Energy Performance of Buildings Regulations 2011;

(e) Your failure to act on our advice or to respond promptly to communications from us or any third party including government authorities;

(f) Any delay in completing work or providing services that are caused by unforeseen circumstances or to any default by you in respect of your obligations under this Contract;
(g) Any losses, penalties, surcharge, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information.

17.3 Where we and any other person are jointly and severally liable to you, and you have suffered losses, the loss recoverable by you from us shall be only to the extent of our relative contribution to the overall fault.

17.4 No claims, actions or proceedings arising from or relating to the Services and/or this agreement shall be commenced against us after six years (6) after the date of the completion of the Services or such earlier date as may be prescribed by law.

17.5 The exclusions and limitations in this paragraph will not exclude or limit any liability for fraud or dishonesty or for liabilities which cannot be limited or excluded lawfully.

18.0 Indemnities

18.1 You agree to hold harmless and indemnify us against any costs, claims, demands, liability, damages and interest arising from any representation by you, whether intentional or unintentional, supplied to us orally or in writing in connection with this Agreement.

18.2 You also agree to indemnify us against any and all damages or liability suffered by us that arises from our use of material you provide to us where the copyright of such material is vested in a third party.

19.0 Assignment

19.1 No party may assign either this Terms or any of its rights, interests, or obligations hereunder without our written approval. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20.0 Termination

20.1 We reserve the right to terminate any agreement governed by these Terms immediately by notice in writing:

(a) For failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as such failure or delay is caused by or results from circumstances beyond your reasonable control or;

(b) Where the Services becomes impossible to perform due to your fault or;

(c) Where we have been provided incorrect information from you to us contrary to Clause 11 above and we relied on them or;

(d) Where you have outstanding payment by the due date of any sum payable to us or;

(e) Where you are in material breach of your obligations to us at any time.
(f) Without any reason provided that both parties are under no further obligations to perform their obligations to one another under this Agreement.

20.2 You (and if clause 20.1 does not apply) may terminate any agreement governed by these Terms by giving not less than thirty (30) days’ notice in writing. However, if the Agreement states a minimum period for our instruction, notice to terminate may not be given so as to expire before the end of that period.

20.3 On termination of an Agreement, you will be liable to pay to us any outstanding disbursements and expenses as well as for any fees arising under Clauses 5, 7 and 8 of these Terms.

20.4 Regardless of the termination of our agreement with you, the provisions of Clauses 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 23, and 24 shall remain in full force and effect.

21.0 Anti-Money Laundering

21.1 We are subject to the Money Laundering Regulations 2017. As part of the risk assessment required by the Act (section 18(2)(i)) we have to obtain and hold identification (such as photo ID) and proof of address for all customers.

21.2 Additionally, we are also required to determine the existence of beneficial owners on whose behalf the transaction or activity is taking place. As such, we would request you to identify anyone who you would consider to be a beneficial owner.

21.3 Where appropriate, the source or destination of funds may also be requested. Without this information we will be unable to proceed with any work on your behalf.

22.0 Complaints and insurance

22.1 Should you have any complaints to be directed towards us or any of our staff or Associated Companies, you may refer to our official complaints process guide that can be found on our website.

22.2 We will cooperate fully with any internal or external investigation to the best of our ability and act in a professional and impartial manner with the primary interest of resolving all complaints and disputes amicably whenever and wherever possible.

22.3 The details of our professional indemnity insurance as set out in the Provision of Services Regulations 2009 can be requested from our Legal Team (legal@rentlondonflat.com).

23.0 Governing law

23.1 These Terms as well as any disputes arising as a result of these Terms shall fall under the exclusive jurisdiction of the laws of England and Wales.

23.2 If a court rules that any provision of these Terms is invalid or unenforceable, the validity of the rest of the Terms will not be affected and will remain in force.
24.0 Non-solicitation

24.1 You agree and covenant with us that you will not use or attempt to utilise or engage or employ the services of any member of staff employed directly or indirectly (including sub-contractors) by us and/or our Associated Companies during your Contract or during the period of 12 months after the date of termination of the Contract, save in so far as that person is doing work for us in pursuance of your Contract with us. If such an act has been committed, it would constitute a breach of this Contract. This will grant us the right to take legal action to recover any losses we suffered. Such losses would be equivalent to not less than 12 months’ gross remuneration of the staff member in question.

25.0 Conflict of interest

25.1 In the event that you are or become aware of any potential conflicts which affects the Services, you will immediately notify us. If under our opinion there has been a conflict of interest, we reserve the right to decline to act for you and/or terminate the Services. The same applies to when we are or become aware of any potential conflicts; the only difference being that we will be unable to provide further services to you where we are unable to manage identified conflicts in a way that protects your interests.

25.2 If there is a conflict of interest that is capable of being managed successfully via suitable safeguards to protect your interests, we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject of course to the obligations of confidentiality referred to above.

26.0 Terms of Business updates

26.1 It is necessary from time to time to review our Terms to reflect changing commercial and regulatory requirements. You agree that we may change these Terms and that your Agreement with us will be varied in accordance with any such changes. Updated Terms are available on our website. We may additionally inform you of changes to these Terms in writing or by email but we are not obliged to do so. You agree that it is your responsibility to ensure you are aware of any changes to these Terms and that by continuing to engage us you have agreed to those changes.

26.2 The headings or titles in these Terms are for reference only and shall not in any way affect the interpretation of these Terms.

26.3 All work performed is conducted in accordance with current legislation. We cannot be held responsible for future development and changes in legislation. References in these Terms to statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended.

26.4 Legislation which is retrospective in its application could impact on advice given to you by us prior to its introduction. We will not advise on the implications of such retrospective legislation unless specifically requested by you to do so.

26.5 If any provision in these Terms is held to be void or unenforceable such provision shall be severed and shall be inoperative, and the remainder of the Contract shall remain operative and enforceable.