

Agency Terms and Conditions

1. Definitions and Interpretation

- 1.1.1. The definitions and rules of interpretation in this condition apply in these terms and conditions.
 - 1.1.2. "**Application**", means your request for the Services
 - 1.1.3. "**Conditions**", means these terms and conditions as varied from time to time and made available through Our Website
 - 1.1.4. "**Contract**", means Your application and Our acceptance of it in accordance with condition 3
 - 1.1.5. "**Email Address**", means a valid email address
 - 1.1.6. "**Intellectual Property Rights**", means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights or forms of protection in any part of the world
 - 1.1.7. "**Name**", means my-let or such other name or names as We may use from time to time for the delivery of the Services
 - 1.1.8. "**Our Fees**", means such fees as are payable by You to Us and as We notify to You from time to time
 - 1.1.9. "**Our Software**", means the software We use to provide the Services
 - 1.1.10. "**Our Website**", means Our website www.my-let.com and/or such other website or websites through which We may from time to time deliver the Services
 - 1.1.11. "**Party**", means either You or Us and "**Parties**" shall mean You and Us together
 - 1.1.12. "**Property**", means any property in respect of which You use or have used the Services
 - 1.1.13. "**Security Details**", means such details as We may require for the secure operation of Your account
 - 1.1.14. "**Services**", means the my-let property management services provided by Us from time to time
 - 1.1.15. "**Tenant**", means any person or persons occupying a Property and in respect of whom You use or have used the Services
 - 1.1.16. "**We**", "**Us**" and "**Our**" means BPG (UK) Limited, Lathkill House, London Rd., Derby DE24 8UP. (Company No 05882652)
 - 1.1.17. "**You**" and "**Your**" refers to the person, firm or corporate entity who purchases the Services from Us and where the context permits includes your employees, agents, sub-contractors and representatives (authorised or otherwise)
 - 1.1.18. "**Your Data**", means all information and any part thereof provided to Us by You whether directly or indirectly
- 1.2. Headings do not affect the interpretation of these Conditions.
- 1.3. We reserve the right to vary these Conditions and will give You 30 days' notice of any material changes.

2. Application of Conditions

- 2.1. These Conditions shall:
 - 2.1.1. apply to and be incorporated in the Contract; and
 - 2.1.2. prevail over any inconsistent term or condition contained in, or referred to in, Your purchase order, confirmation of order, or specification, or similar, or implied by law, trade custom, practice or course of dealing.
- 2.2. Subject to condition 1.3, any variation of the Contract shall be in writing and signed by or on behalf of You and Us.

3. Effect of Application

- 3.1. Your Application constitutes an offer by You to purchase the Services on these Conditions; accordingly, Our acceptance of your Application or, if earlier, Our providing the Services, shall establish a contract for the supply and purchase of those Services on these Conditions.

4. Our Obligations

- 4.1. We shall, subject to Your continued compliance with these Conditions and any reasonable instruction or direction We may communicate to You, use reasonable endeavours to:
 - 4.1.1. provide the Services in accordance with these terms and conditions and the Lettings Management Guide issued to you from time to time without interruption but give no warranty that the Services will be uninterrupted;
 - 4.1.2. maintain the integrity of Your Data but accept no responsibility for checking the accuracy of Your Data and have no obligation to edit or review your data, although We reserve the right to edit, review, suppress or remove Your Data if We believe it is inaccurate, inappropriate or in our opinion contravenes these Conditions or any applicable law in any way;

- 4.1.3. we will provide the Services Ourselves or, at Our discretion, through Our agents or franchisees;
 - 4.1.4. ensure that Your Data is not altered in such a way as to misrepresent any of the information contained in it;
 - 4.1.5. process all monies credited to Your account in accordance with Your instructions.
- 4.2. We reserve the right to vary the Services from time to time save that We shall give You no less than 30 days notice of any such variation We, in our absolute discretion, deem material.
- 4.3. We shall, subject always to Your having fulfilled Your obligations as set out in these Conditions, make good as soon as reasonably practicable any payment properly received in Our bank account which fails to arrive when due with the recipient You have asked Us to send it to.

5. Your Obligations

5.1. You warrant that:

- 5.1.1. If You are a Firm or Corporate Entity You are not entering into the Contract as a consumer for the purposes of the Unfair Contract Terms Act 1977;
- 5.1.2. You have good title to Your Data and that Your Data is and shall continue to be accurate and complete, is of a professional and inoffensive nature, is free from known viruses, disabling programmes and devices, is not in breach of any obligations of confidentiality or privacy and is not being used against the wishes of the person or persons from whom you obtained it or to whom it relates;
- 5.1.3. You are the sole or joint owner of the Properties and that You have the right to rent out those Properties under the terms of any mortgage or lease;
- 5.1.4. the use of Your Data in connection with the Services will not breach any contract, fail to comply with any law or regulation (including without limitation the Data Protection Act 1998 as amended or replaced from time to time), infringe the Intellectual Property Rights of any third party or parties, render Us liable to any claim whatsoever and that You will indemnify Us against any claim, legal action, loss, cost or penalty We may suffer or incur should Your Data not meet these Conditions; and
- 5.1.5. Your Data will only include information relevant to the Services;

5.2. You shall:

- 5.2.1. authorise Us to carry out various duties as required to carry out the management of Your Property and to compensate Us for any costs, expenses or liabilities incurred on Your behalf in pursuit of our normal duties;
- 5.2.2. provide Us with contact details (including a postal address, a working Email Addresses and mobile telephone number) and Inform Us immediately of any changes to Your contact details, bank information or anything else that could be relevant to Us being able to perform Our duties to You;
- 5.2.3. co-operate with Us in all matters relating to the Services;
- 5.2.4. provide Us with:
 - 5.2.4.1. the details of a valid credit or debit card facility (the "**Card Facility**") from which We may obtain payment of any sum or sums in accordance with condition 7.1 and
 - 5.2.4.2. if requested by Us, provide a direct debit facility (the "**Debit Facility**") through which We shall be entitled to receive Our Fees, and inform Us immediately of any changes thereto provided always that You will maintain such a facility at all times during the continuance of the Contract;
- 5.2.5. immediately refund any monies received by You which You know or would be obvious to any reasonable person to have been erroneously paid to You and notify Us immediately of any such error.
- 5.2.6. comply with the terms of Our Lettings Management Guide issued to You from time to time.

- 5.3. Without prejudice to any other provision of these Conditions, if Our performance of Our obligations under the Contract is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, We shall not be liable for any costs, charges or losses sustained or incurred by You arising directly or indirectly from such prevention or delay.
- 5.4. You shall be liable to pay to Us, on demand, all reasonable direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere arising directly or indirectly from Your fraud, negligence, failure to perform or delay in performance of any of Your obligations under the Contract, subject to Our confirming such costs, charges and losses to You in writing.
- 5.5. You shall ensure that Your Data does not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ("**Inappropriate Content**"). We reserve the right to remove Your Data where We reasonably suspect such content is Inappropriate Content. We shall notify You promptly if We become aware of any allegation that any of Your Data may be Inappropriate Content. You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that Your Data constitutes Inappropriate Content. When using the website at www.my-let.com the terms of our Terms of Use and Privacy Policy documents shall also apply. These are available for viewing at the website.

5.6. The letting of property is closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electrical appliances and installations within a property, and with respect, to the type of any furniture and soft furnishings that are provided. You confirm that You are aware of these obligations and that We have provided sufficient information to assist with compliance. You shall ensure that the Property will be made available for letting in a safe condition and in compliance with regulations.

6. Security

6.1. You shall:

- 6.1.1. ensure that any access codes provided by Us are used only for Your authorised usage of the Services and use all reasonable endeavours to assist Us to prevent and remedy any unauthorised access to Our Website or use of the Services;
- 6.1.2. keep Your Security Details secret and prevent unauthorised or fraudulent use of them; and
- 6.1.3. periodically, and in any event no less than once every 6 months, change any user defined passwords.

6.2. You acknowledge that We are entitled to assume that any instructions given to Us using your access codes, login details or passwords ("**Your Instructions**") originate from You and to action them as Your instructions. You further acknowledge and accept that We shall, subject to Our having materially executed Your Instructions, have no liability whatsoever to You or any third party for so doing and You hereby indemnify and agree to keep Us indemnified against all costs, charges and expenses of every description that We may incur or be required to pay as a consequence of Our so doing to the extent that such costs, charges or expenses would not, but for Our executing Your Instructions, have been incurred by or deemed payable by Us.

7. Charges and Payments

7.1. We shall be entitled to receive Our Fees and may, in Our absolute discretion, deduct them from any payment due to You (without prejudice to the generality of 7.4) and/or utilise the Card Facility and/or the Debit Facility to facilitate payment.

7.2. We shall have no obligation to make any payment to You:

- 7.2.1. in respect of any payments due but not received by Us from any Tenant; or
- 7.2.2. in the event that you have failed to provide sufficient accurate information to enable Us to make the payments when due,
- 7.2.3. and You hereby indemnify and undertake to keep Us indemnified against any loss (direct or indirect) We may suffer or incur arising from or in connection with such non-payment by a Tenant or, as the case may be, insufficient or inaccurate information.

7.3. All figures are, unless expressly stated to the contrary, exclusive of VAT.

7.4. We may at any time or times, without notice to You, set-off any liability of Yours to Us against any liability of Us to You, whether any such liability is present or future (whenever arising) liquidated or unliquidated, under the Contract or not. Any exercise of Our rights under this condition 7.4 shall be without prejudice to any other rights or remedies available to Us under the Contract or otherwise.

8. Intellectual Property Rights

8.1. All Intellectual Property Rights in the Name, Our Website and Our Software are and shall remain Our property. Your use of the Services shall not give rise to any proprietary rights whatsoever.

9. Confidentiality

9.1. In the event that We receive monies and cannot identify the correct recipient We shall be entitled to alert all users of the Services.

10. Limitation of Liability

10.1. The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

- 10.1.1. any breach of the Contract;
- 10.1.2. any use made by You of the Services; and
- 10.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3. Nothing in these conditions excludes Our liability:

- 10.3.1. for death or personal injury caused by Our negligence; or
- 10.3.2. for fraud or fraudulent misrepresentation.

10.4. Subject to condition 10.2 and condition 10.3:

- 10.4.1. We shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss or for any special, indirect or consequential loss costs, damages, charges or expenses however arising;
- 10.4.2. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 100% of the fees attributable to Our provision of the Services to You for the 3 month period immediately prior to the claim arising.

11. Termination

- 11.1. We may terminate the Contract without cause on giving You no less than 90 days notice.
- 11.2. You may terminate the Contract without cause on giving Us no less than 90 days notice.
- 11.3. The Contract shall terminate automatically in the event that We cease to supply Services to You save that You agree that any subsequent use by You of the Services shall be on these Conditions.
- 11.4. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Contract immediately, without notice and without liability to the other if:
 - 11.4.1. the other Party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
 - 11.4.2. an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other Party; or
 - 11.4.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 11.4.4. a receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or
 - 11.4.5. the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - 11.4.6. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.5. Without prejudice to any other rights or remedies to which We may be entitled We may terminate the Contract immediately, without notice and without liability to You if:
 - 11.5.1. You cease, or threaten to cease, to trade; or
 - 11.5.2. You are subject to a change of control.

12. Consequences of Termination

- 12.1. On termination of the Contract for any reason:
 - 12.1.1. You shall immediately pay to Us all amounts payable to Us by You and in absence of such immediate payment We shall be entitled and You hereby authorise Us to obtain all such sums through the Card Facility and/or the Debit Facility;
 - 12.1.2. the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected; and
 - 12.1.3. Our obligation to provide and Your or any Tenants right to use the Services shall cease but You acknowledge that the terms of the Contract shall apply in respect of any continued usage by You or any Tenant.
- 12.2. In the event that We receive any monies due to You or Your Client after the Contract has been terminated We shall use reasonable endeavours to deal with such monies in accordance with condition 4.

13. Force Majeure

- 13.1. We shall have no liability to You under the Contract if We are prevented from, or delayed in, performing Our obligations under the Contract or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control.

14. Waiver

- 14.1. A waiver of any Right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 14.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15. Status of Pre-Contractual Statements

- 15.1. You acknowledge and agree that in entering into the Contract You have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract other than as expressly set out in the Contract.

16. Severability

- 16.1. If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. Assignment

- 17.1. You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under the Contract.
- 17.2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under the Contract.

18. No Partnership or Agency

18.1. Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of representations or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. Third Party Rights

19.1. The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by anyone else.

20. Notices

20.1. Any notice under the Contract shall be in writing and shall be delivered by email, by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in the Contract, or such other address as may have been notified by the other party for such purposes. A notice delivered by email or by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post or an internet based postal service shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

21. Governing Law and Jurisdiction

21.1. The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England.

21.2. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with the Contract.

Signed by the Parties on (Date) _____

Owner Print _____ & sign _____

Owner Print _____ & sign _____

Owner Print _____ & sign _____

On behalf of BPG(UK) Ltd trading as my-let.com

Print _____ & sign _____

Notice of Your Right To Cancel

If You are not a Firm or Corporate Entity You have the right to cancel this Agency Agreement within 7 calendar days from when you received this notice of your right to cancel (“the Cooling Off Period”). This right may be exercised by delivering or sending (including by electronic mail) a cancellation notice to the name and address stated below within the Cooling Off Period. The notice is deemed to have been served as soon as it is posted or sent.

Although you are not obliged to state reasons (and this will not affect your statutory rights), we request that you state your reasons for cancelling the Contract.

Address for notice of Cancellation:

my-let.com
Lathkill House RTC Business Park
London Rd.
Derby DE24 8UP