



## Terms and Conditions of Business

### 1. DEFINITIONS

#### 1.1 In these Terms and Conditions:

"Check Out"	means a survey and written document compiled at the end of the tenancy detailing the outcome of the provision of Services
"Clerk"	means the person approved and assigned by No Letting Go to carry out the Services
"Client"	means the person firm or company that has engaged No Letting Go to carry out the Services
"Contract"	means a contract and/or order entered into between the Client and No Letting Go for the provision of Services
"Information"	means the contents of the Report
"Inventory"	means an inventory of the contents and condition of a Property and/or other such associated services/reports provided by No Letting Go
"KMS"	means the No Letting Go web based proprietary software management system which is used, inter alia, to collect data on site and manage orders
"Landlord"	means any landlord or its or his representative
"No Letting Go"	means No Letting Go Inventory Management Ltd, or any of its employees, agents, contractors, authorized franchisees or a member of the No Letting Go network of affiliated providers and reference to 'us' 'we' or 'our' is a reference to No Letting Go
"Privacy Policy"	means No Letting Go's privacy policy as set out at <a href="#">here</a>
"Property"	means any property in respect of which No Letting Go will be providing Services for a Client which may include any type of residential Property, commercial premises or the whole or any part of a building or estate
"Report"	means a written document detailing the outcome of the provision of the Services
"Services"	means the taking of an inventory of the contents and condition of a property and/or any other property services provided by No Letting Go to residential or commercial Landlords or tenants

#### 1.2 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- i. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- ii. any subordinate legislation made under that statute or statutory provision.

#### 1.3 In these Terms and Conditions:

- i. the terms "**including**", "**include**", "**in particular**", "**for example**" and other similar terms are illustrative and do not limit the sense of the words preceding them;
- ii. a reference to "**written**" or "**in writing**" includes email but not fax, SMS, WhatsApp or any other social media;
- iii. headings do not affect the interpretation of these Terms and Conditions;
- iv. words in the singular include the plural and vice versa; and
- v. unless otherwise specified, references to clauses are to clauses in these Terms and Conditions and to the Schedule(s) are to the schedule(s) to these Terms and Conditions. The Schedule(s) have effect as if set out in full in the body of the Terms and Conditions and any reference to the Terms and Conditions includes the Schedule(s).

### 2. BASIS OF PROVISION OF SERVICES

Each Contract shall be governed by these Terms and Conditions to the exclusion of any other terms. In the event of a conflict between a Contract and these Terms and Conditions, the Contract shall take precedence.

### 3. CONFIDENTIALITY

#### 3.1 The Client undertakes to:

- i. Keep the Information strictly confidential
- ii. Not publish all or any part of the Information
- iii. Not divulge or disclose all or any part of the Information to any third party other than for the sole purpose of property rental
- iv. Permit access to the Information only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with the provisions of sub clauses to (i) and (ii) above.

#### 3.2 Each party undertakes that it shall not at any time during a Contract disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (the "**Confidential Information**"), except as may be required by law, court order or any governmental or regulatory authority.

#### 3.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms and Conditions are granted to the other party or to be implied from these Terms and Conditions. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

### 4. LIMITATION OF LIABILITY

#### 4.1 The Client will indemnify and keep fully indemnified No Letting Go against any third party claim or action made or instituted against any of them in respect of any losses, damages, cost or other expenses in connection therewith (including any payment by No Letting Go on legal



advice to settle any such claim or action) which is either due to the Client (by act or omission) rendering the Information inaccurate or incomplete.

- 4.2 No Letting Go warrants to the Client that the Services will be provided using reasonable care and skill. Except in respect of death or personal injury caused by No Letting Go's negligence, or as expressly provided in these terms, No Letting Go shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of No Letting Go or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client. The entire liability of No Letting Go under or in connection with a Contract in respect of any event or series of related events shall not exceed the total amount paid and payable by the Client to No Letting Go under the Contract in the 12-month period preceding the commencement of the event or events. Unless the Client notifies No Letting Go that it intends to make a claim within 12 months after the event giving rise to the claim, then No Letting Go will have no liability for that event.

## 5 DATA PROTECTION

- 5.1 Each Contract is subject to Data Protection Laws (as defined in the Privacy Policy), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.
- 5.2 Each of No Letting Go and the Client are Data Controllers as defined by Data Protection Laws.
- 5.3 All personal data is stored and processed according to the No Letting Go Privacy Policy.

## 6 DESCRIPTION OF SERVICES

- 6.1 The Inventory will comprise a list of the furniture, fixtures, fittings and household effects with a description of the state of decoration and condition of the interior and its effect at the Property. The Report will be based upon the visible condition of the fixtures at the time of the visit.

All items on the Inventory are assumed to be in a good condition and cleaned to a good domestic standard as detailed in our glossary of terms unless otherwise stated.

The Clerk will not move heavy items of furniture or similar and we will not be held liable for any detail obscured by such items at the time of the visit.

The Inventory does not purport to be a report of value for the premises and or the contents therein, nor is it a guarantee of, or report of, the adequacy of, or safety of any equipment or contents. It is a list of such items within the premises and the superficial condition of the items and the decorative state of the premises.

The Inventory may state when an item of furniture has been seen to have a label advising that it complies with Furniture and Furnishings (Fire and Safety) Regulation 1988, as amended 1993. It should not be assumed that other items not stated comply with this regulation. Compliance with the relevant UK Fire Regulations is the responsibility of the Client not No Letting Go. It is recommended that all bedding, soft furnishing or any item which is filled/padded be checked by the Client to ensure that they comply with current regulations. Regulations on furniture purchased in foreign countries may not meet the UK standards. It is the Client's responsibility to ensure that all items adhere to relevant current UK regulations.

Electrical items will not be tested and we cannot be held responsible for any faults. No Letting Go will check fitted light bulbs for functionality only.

Floor coverings, rugs and carpets will be inspected to the extent that they are sufficiently clean and any defects noted, provided they are accessible and not obscured.

Bed linen, towels and similar items will be inspected to check that they have been freshly laundered and then counted. Soiled items will be checked at the discretion of the Clerk and noted on the Report.

Mattresses will be inspected where accessible and will not be examined if the bed is made up.

No Letting Go reserves the right not to handle/move valuable ornaments nor will No Letting Go include in the inventory, numbers and titles of books, plants, consumables, items which are packed for storage or miscellaneous items other than garden equipment.

Lofts, basements (cellars), locked rooms and any other similar storage area and their contents will not be listed in the Inventory, nor will the Clerk undertake to search through cluttered drawers or cupboards or to unpack boxed, bagged or packaged items.

Windows are only checked to ensure that they are clean with no visible broken glass. It is the responsibility of the tenant to report any non opening windows/defects to the Client.

Where No Letting Go are instructed to take utility readings these will be recorded and where possible, photographed subject to clear access and easily identifiable location and labelling where necessary. No Letting Go will not accept any liability for any revisit to the Property or loss incurred by the Client as a result of the Clerk being unable to either easily locate, access or identify any meter unless such precise information has been provided by the Client in writing at the time of booking.

Intruder alarms whether listed or not will be considered untested.



Smoke and carbon monoxide alarms whether battery or mains operated will be button tested for sound only and mains operated alarms will be visually checked for a green/red light. A recommendation will be made by the Clerk in respect of any alarm that is not in working order at the time of the visit. The Clerk will also make a recommendation for any additional alarms that are required to meet with current legislation. The Clerk will not supply or fit any smoke or carbon monoxide alarms or replace any batteries unless specifically instructed by the Client. No Letting Go cannot accept any responsibility for subsequent loss or injury where any recommendations are not followed up either before the Property is let out or during the tenancy, nor will we accept any responsibility for not recording whether a smoke or carbon monoxide alarm is in working order at the time of the visit.

No Letting Go reserves the right to apply an additional charge when unnecessary time is incurred, because the Clerk is unable to locate any items which have been moved during the tenancy and have not been replaced in their original position.

No Letting Go reserves the right to apply a charge when a Clerk is unable to gain access to the premises at an agreed time, or within 15 minutes thereafter. We will be under no further obligation save the entitlement to invoice the proportion of the fee that would have been due had the instruction been completed.

No Letting Go shall be entitled to charge a fee to the person, persons or company who has given the instruction. If the instructions are given by either a landlord, letting agent or any third party, this contract is deemed to be made between No Letting Go and any of these parties as the principal unless agreed otherwise in writing with No Letting Go.

If a Clerk feels that the Property or any person located at or visiting that Property makes them feel unsafe or they have a concern in any way that may affect their health or safety, No Letting Go reserves the right to cancel the appointment at that point without liability. The issue will be reported to the Client.

## **6.2 Check Out**

The Check Out report will provide written documentation, which is where relevant, practical or possible, supported by photographs, of the condition of the Property at the end of the tenancy.

The Check Out is an 'exception report' and will only list any change/s compared to the original inventory. Any items not listed in the Check Out report will be considered to be in the same condition as noted to the inventory. A full check out against an inventory can only be provided if the original inventory is made available in electronic format. No Letting Go cannot accept responsibility or liability for poor or incomplete original inventories and can only comment against information provided.

Where an inventory has not been previously compiled by No Letting Go and/or where the Client does not provide an inventory, No Letting Go will complete a general Schedule of Condition report supported by photographs which will provide a summarised overview of the Property. However the Clerk will not apportion responsibility in this circumstance as there will be no No Letting Go evidence of the original condition of the Property, contents and fixtures. No Letting Go cannot be held liable for any financial loss suffered by the Client whereby we have carried out a Check Out report on a poor quality inventory report compiled by an alternative inventory company or by the Landlord or where no inventory has been created.

Where appropriate and agreed in the Contract, the Clerk will apportion responsibility to either the landlord or tenant, however where the responsibility is not clear for whatever reason, the Clerk will refer the issue to either the Landlord or agent for determination.

Where the tenant is present at the Check Out the Clerk will record the meter supplier details only if provided by the tenant. Where the tenant is present at the Check Out the Clerk will record the tenant's forwarding address only if provided by the tenant

Where the tenant is present at the Check Out, the Clerk will record and photograph all door keys returned by the tenant. The clerk will not list the Client's own/management keys unless specifically agreed in the Contract.

It is not the responsibility of No Letting Go to switch off any accessible electrical appliances and No Letting Go will accept no liability for any loss or damage caused by any appliances on site.

In winter months where a boiler frost stat is present at the Property, the Clerk will endeavour to set it at between 5-10 degs unless otherwise detailed in the Contract. However, No Letting Go will accept no liability for any loss or damage caused by the incorrect setting or mechanical failure of the frost stat.

Where the tenant is present for the entire duration of the Check Out, the Clerk will show the tenant the fully completed Check Out report and request their signature as agreement and acceptance of the report. No Letting Go will not be held liable for any claim by the Client for any loss incurred from the tenant's refusal to sign the report. Where a tenant is not present for the full duration of the Check Out, the Clerk will not request their signature for an incomplete Check Out report.

The Clerk will not enter into any discussion related to liability, dilapidation costs or deposit return timescales with either the Landlord or tenant at the time of the Check Out.

In the event that the tenant is not present or not ready to vacate within fifteen minutes of the confirmed Check Out appointment, No Letting Go reserve the right to charge a cancellation fee equal to the full fee due for the Check Out or any additional waiting time will be charged according to the cancellation/no show clause below.

Subject to key location being within 3 miles of the Property, all keys taken from the tenant will be returned to the Client within 24 hours of



the date of the Check Out unless otherwise expressly agreed in writing by the Client. No Letting Go will not be held responsible for any claim for missing keys raised after 72 hours of the Check out by the Client.

### 6.3 Property Visits (periodic or mid-term visits)

Any midterm or interim visit by No Letting Go will adhere at all times to UK legislation and to the guidelines outlined by the Association of Independent Inventory Providers (AIIC). Unless otherwise agreed, it is the responsibility of the Client to contact the tenant in writing at least 24 hours before the visit to advise them that No Letting Go will visit. Where an appointment has been confirmed with a tenant and they refuse access, are not available or No Letting Go are unable to enter, then we reserve the right to charge a cancellation fee per visit.

No Letting Go will take photographs at the time of the Property Visit, unless permission is refused by the tenants. In the case of photographs taken at the Property where the tenant is not present, it will be considered the responsibility of the Client to have gained the tenant's written permission for photographs to be taken.

### 6.4 Smoke and Carbon Monoxide Alarm Inspection and Installation Service

No Letting Go provide a Smoke and Carbon Monoxide Alarm Inspection and Installation service. This service is to assess and report on whether these alarms meet the requirements of the Smoke and Carbon Monoxide Regulations 2015.

No Letting Go will:

- i. Inspect, assess and report on the alarms present in the Property and whether they are in working order
- ii. Where instructed by the Client, install the appropriate alarm and test to ensure their working order
- iii. If a pre existing smoke alarm is mounted on a wall it will be deemed to be unsatisfactory and will be replaced, as best practice is for smoke alarms to be located to ceilings to ensure the sensor is activated promptly in the event of smoke or fire
- iv. Install a battery operated unit with a minimum 5 year unit warranty
- v. Install in accordance with the manufacturer's installation instructions and/or as recommended on the firesafety website using either screws or double sided mounting tape, either on the ceiling or in the case of carbon monoxide alarms, freestanding where applicable.
- vi. Locate alarms according to the regulations, industry and/or manufacturers recommended locations or if not possible due to extenuating circumstances, located in the most appropriate position.
- vii. Where a carbon monoxide alarm is required to be fitted to a wall it will be at the inspector's sole discretion as to the most effective and discreet positioning and No Letting Go will not be held liable for the cost of any re-siting or repair work incurred in the event that the landlord requests the alarm to be moved.
- viii. All alarms fitted will be tested and detailed on the inspection report
- ix. Where an inspector determines that a replacement battery is required for either a carbon monoxide alarm or a battery-operated smoke alarm with a 5 year warranty and the Property is tenanted, the inspector will make a recommendation that the tenant replaces the battery/batteries in the Inspection Report.
- x. Where an inspector determines that a replacement battery is required for either a carbon monoxide alarm or a battery-operated smoke alarm with a 5 year warranty at the time of a check out or for a vacant Property, the inspector will, subject to the availability of the required battery, replace and test for working order and charge the Client accordingly.
- xi. Only such smoke alarms / carbon monoxide monitors that are reasonably accessible to an inventory clerk will be tested.
- xii. An inventory clerk shall not be required to change any battery that may be fitted to an alarm or monitor and shall not be required to test any electrical wiring or other electrical installation where an alarm or monitor is wired into or linked to an electrical circuit of a given Property.
- xiii. Whether an alarm or monitor is reasonably accessible shall be determined by the inventory clerk at their sole discretion. By way of guidance only, any alarm or monitor which is situated more than 8 feet above floor level shall be considered as inaccessible under normal circumstances.
- xiv. Any test of an alarm or monitor shall be limited to the activation of a test button fitted to the alarm or monitor and shall not involve any "live smoke" test.

### 6.5 Fire Door Inspection Service

No Letting Go provide a Fire Door Inspection Service. This service is to assess and report on whether relevant Fire Doors meet the requirements of the The Fire Safety (England) Regulations 2022 which are a legal requirement for all for all multi-occupied residential buildings in England with storeys over 11 metres in height from January 2023.

The legislation requires property owners to undertake quarterly checks of all fire doors in common areas, including self-closing devices and to make 'best endeavours' to carry out yearly checks of all flat entrance doors, including any self-closing devices that lead onto a building's common parts.

No Letting Go will:

- i. Inspect, assess and report on the Fire Doors in the Property and specifically comment on:
- ii. Any alterations or damage to a door's glazing
- iii. Whether any gaps around the door frame exceed 4mm
- iv. Any missing hinges or screws to the hinges
- v. Whether the door closer shuts the door.
- vi. Any visible damage, either deliberate or from wear and tear to the door or door closer
- vii. Whether the door closes correctly around the whole frame



- viii. Whether the intumescent door strips are intact with no apparent damage
- ix. Whether the ironmongery to the door including the handle is intact with no apparent damage
- x. Whether a fire door FD30 certification label/plug is present on the side/top edge.
- xi. Whether the integral letter box is functioning (open and closes securely)
- xii. The report will include photographs of all doors inspected

The Fire Door report is limited to the condition and state of the Fire Doors as presented at the time of the visit and No Letting Go cannot accept any liability for any damage to the Fire Doors that may arise at a subsequent date due to wear and tear, deliberate damage or howsoever caused.

## **6.6 Legionella Risk Assessments**

No Letting Go provides a Legionella Risk Assessment Service to comply with the landlord's obligations under the Health & Safety at Work etc Act 1974. This service is to assess and report on whether there is an increased risk of Legionella being present in the water system and if a risk is identified to provide appropriate recommendations for either the landlord or tenant to reduce or eliminate the risk.

The Risk Assessment is conducted in accordance with ACOP (Approved Code of Practice) L8 to include:

- i. The recording of the water temperature of all hot and cold water outlets
- ii. The recording of the temperature of the hot water tank (calorifier) outlet pipework
- iii. A visual inspection of all tap spouts and shower/spray heads
- iv. A visual inspection of the hot water tank and associated plumbing where applicable
- v. Advising on any redundant pipework (dead legs) and/or flexible hoses visible
- vi. A visual inspection of the cold water tank where applicable
- vii. Advising on exterior features including water features, fountains, hot tubs and exterior taps where applicable

The Risk Assessment does not constitute a Legionella 'test' and no samples of water will be taken for analysis. The Client will be advised of appropriate measures to be taken where necessary and in the event of a Level 4 risk (most severe) being identified, No Letting Go will recommend that the Property be closed down immediately and that an expert contractor be appointed to decontaminate the Property.

The Risk Assessment is limited to the condition and state of the water system as presented at the time of the visit and No Letting Go cannot accept any liability for any increased Legionella Risk that may arise at a subsequent date due to a change in circumstances, for instance the Property being left empty for an extended period of time or a defect occurring within the water heating system.

No Letting Go cannot accept any responsibility for subsequent loss or injury where any recommendations are not followed up either before the Property is let out or during the tenancy.

## **6.7 Property Instructions and Viewings**

No Letting Go provide property instruction and viewing services with the sole aim to collect factual information and/or data for the Client. It is the responsibility of the Client to check and agree all information before making it public and to check that the presentation of the information meets all laws and legislation related to the advertising of property.

No Letting Go is not acting as a managing or estate agent, only providing information instructed by the Client and as such takes no responsibility for any mistakes or errors published.

No Letting Go charge by the hour and unless otherwise agreed, will work strictly to the agreed times.

If No Letting Go are required to evidence any forms of ID at any time, No Letting Go will not accept liability for the authenticity of the documents provided by the Landlord, tenant or any third party nor accept liability for illegal letting of the Property.

## **6.8 Keys - collection, delivery and management**

It is the responsibility of the Client to deliver or make available at an accessible location all Property access keys to the Clerk. In the case of collection or delivery back to the Client, No Letting Go will charge 45p per mile or for special delivery postage, will charge £17.00 + VAT. We reserve the right to refuse to collect or deliver keys to or from a location that is more than 3 miles from the Property.

If the landlord requires keys held by No Letting Go, there will be a fixed fee and an hourly or part thereof call out charge. This is not an emergency service and call out is only available during working hours (9-5pm Monday – Friday). Saturday, Sunday and Bank Holiday call out charges are subject to availability and may result in an additional fee. No visit will be made until confirmation of payment or authorisation is received.

If keys are not available before the agreed appointment, No Letting Go reserve the right to charge for a cancelled appointment.

No Letting Go will record keys checked in or checked out and cannot be held liable for any missing or non-returned keys.

## **6.9 Condition of Property**

In relation to any Services, where No Letting Go determines, acting reasonably, that the relevant Property is unsafe or is in such a condition or state of repair which makes it dangerous, impractical, unsuitable, hazardous, or creates a potential breach of health or safety for No Letting Go in relation to accessing the Property (or any part of it) and/or carrying out the relevant job, No Letting Go shall have the right to cancel the Contract for the job without liability to No Letting Go and to charge full fees for such cancelled job.



## 7 COMPLAINTS AND REPORT ERRORS

No Letting Go have a formal complaints procedure that is available via any of the regional offices or head office. Errors on any Reports must be notified to a manager at either the regional or head office, who will deal with the error. No Letting Go reserve the right not to accept responsibility for any errors in Reports reported 7 or more days after the date of the Report. No Letting Go will not accept any liability for errors reported after the commencement of the next occupancy.

## 8 PAYMENT OF CHARGES

- i. No Letting Go will endeavour to return each Report within 7 days of the relevant Property visit subject to payment of the invoice in respect of such Report, unless otherwise agreed in the Contract. In the event of a delay due to unforeseen circumstances, full payment will be due if the Client agrees to receive the Report after this time.
- ii. The Services will be charged to the Client at the No Letting Go's standard rates or at rates separately agreed in the Contract or between the two parties by email.
- iii. Unless agreed otherwise in the Contract, payment of services are made at the standard payment terms of fourteen days of the date of receipt of No Letting Go's invoice.
- iv. No Letting Go will charge interest of 5% above the Bank of England base rates on all overdue accounts.
- v. No Letting Go reserve the right to charge for our services in advance by credit card or any form of cleared funds.
- vi. VAT is charged at the standard rate on all Services.
- vii. We reserve the right to charge an additional fee for any hard copies of the Inventory or other Report.
- viii. In the event of incorrect payment for the job, incorrect information resulting in an incorrect quoting of the job or any other incorrect information that results in the price being under quoted, No Letting Go reserve the right to either withhold any report or cancel the job, in which case cancellation fees would come into effect.
- ix. Any additional charges can be made by credit card/BACS facility directly with No Letting Go. Reports will only be issued against payment in full.

## 9 PROPERTY SIZES

- i. Property sizes and pricing are based on the following (hallways/landings, garages, shed are considered inclusive):
  - a. 1 bed property – Max. 4 x rooms (typically 1 bedroom, 1 reception, 1 bathroom, 1 kitchen)
  - b. 2 bed property – Max. 6 x rooms (typically 2 bedroom, 1 reception, up to 2 bathrooms, 1 kitchen)
  - c. 3 bed property – Max. 11 x rooms (typically 3 bedroom, 2 reception, up to 2 bathrooms, 1 kitchen)
  - d. 4 bed property – Max 14 x rooms (typically 4 bedroom, 2 reception, up to 3 bathrooms, 1 kitchen)
  - e. 5 bed property Max 15 x rooms (typically 5 bedrooms, 3 reception, up to 3 bathrooms, 1 kitchen)
  - f. Larger properties are based on individual pricing
- ii. No Letting Go reserve the right to charge £11.00 + vat per standard room in respect of all Services, unless otherwise agreed. We reserve the right to amend this price for rooms which are considered as non-standard, such as, (but not limited to) particularly large or heavily furnished rooms or extra storage spaces and/or facilities (e.g. outhouses, swimming pools).
- iii. If the size of the Property is incorrectly given by the Client, then No Letting Go will charge for the additional rooms accordingly and reserve the right to withhold the Report until the outstanding balance is settled.

## 10 REPORTS AND DOCUMENT STORAGE

All Reports will be provided as PDFs and hard copies are provided only on request and may be subject to an additional charge. No Letting Go will retain all original hard copy documents for a period of 3 months from the date of the appointment. All documentation will be stored on No Letting Go's proprietary KMS software system (live or archived) for a maximum period of 12 months after the end of the previous tenancy.

## 11 STATUTORY COMPLIANCE

All parties hereto undertake to each other that in respect of their obligations under the contract for the provision of Services they will at all times comply fully with all relevant statutory enactments and Data Protection Laws (and the data protection principles thereunder) (and all enactments thereto) or regulations or requirement made by governmental authority or equivalent body of competent jurisdiction.

## 12 INSURANCE

Without prejudice to the parties' obligations under each Contract, each party shall put in place and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover that party's obligations and liabilities under each Contract, including but not limited to professional indemnity insurance with a limit of not less than £1million per annum. Upon reasonable request by the other party, each party shall provide the other with all such documentation as is necessary to prove that party's continuing compliance with its obligations to insure under this sub-clause.

## 13 ORDER NOTICE PERIODS, LEAD TIMES & WORKINGS HOURS

No Letting Go have a 5-working day lead time for all Services but will endeavour to accommodate any requests within 5-working days. In the case of short order notification periods or where availability is limited due to either peak or busy periods or rural areas, No Letting Go will offer the nearest available time slot to complete the Service. No Letting Go offices typically work Mon-Fri 9- 5.30 and 9-4pm on Saturday. Sunday service and out of hours are available on request and may result in an additional charge. Weekend cover is subject to availability.



#### **14 INSTRUCTION CONDITIONS**

No Letting Go can accept instructions from the Client via e-mail, telephone, KMS or the Client's own system via API. Once an instruction is received, a contract is deemed to exist between No Letting Go and the Client subject to these Terms and Conditions. All instructions will be recorded in KMS, any errors contained within this system or within written confirmation not corrected by the Client upon receipt will be the responsibility of the Client.

#### **15 CANCELLATION/NO SHOW**

No Letting Go reserves the right to make a charge of the full fee of the assignment value to the Client for the cancellation of a job, for whatever reason, after noon on the day prior to a scheduled visit or on the scheduled day of a visit.

A waiting charge of £35.00 per half hour may be made for delays incurred by the Clerk beyond the confirmed time/allowed waiting period due to the late arrival of a tenant or the Client, incorrect notified location of keys or documentation, or any delay in gaining access to the Property beyond the control of the Clerk or No Letting Go.

#### **16 CANCELLATION RIGHTS**

The following provisions apply where the Client is a consumer as defined in The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

By law you may have the right to a “cooling off period” during which you will have the right to withdraw from the purchase of a Service from us for any reason within 14 calendar days from the date of instruction. To exercise the right to cancel, you must inform us of your decision to cancel the Contract by a clear statement (e.g. letter sent by post, or e-mail). The cancellation rights are no longer applicable once a job has been completed as instructed by the Client.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the “cooling off period” set out above has expired.

If you cancel an order, you will be entitled to reimbursement of all payments made by you in respect of the order, and the conditions below shall apply.

The reimbursement will be made to you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the Contract.

The reimbursement will be made to you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have requested us to begin the performance of Services during the “cooling off period”, you will be required to pay an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the Contract, in comparison with the full price of the Contract. Unless you tell us otherwise, your purchase of Services from us will be taken as a request by you to begin the performance of such Service immediately (and within the “cooling off” period).

Details of this statutory right, and an explanation of how to exercise it, will be provided again in the email you will receive from us acknowledging your request. For more information on your right to withdraw from your purchase, visit the Department of Business Innovation and Skills’ website or your local Citizens’ Advice Bureau or Trading Standards office.

#### **17 TERMINATION**

- 17.1 Either party may suspend its performance under and/or terminate a Contract immediately by giving notice to the other party if:
- i. the other party does not pay any amount due to such party under the Contract on the due date for payment and the other party remains in default 7 days after being notified to make the payment; or
  - ii. the other party materially breaches the Contract unless, in a case where the breach is capable of remedy, the other party remedies the breach within 30 days after receiving notice to do so; or
  - iii. the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or ceases, or threatens to cease, to carry on all or substantially the whole of its business.

17.2 Termination of a Contract shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

17.3 Where a scheduled assignment has not been cancelled upon termination or expiry of a Contract or where a scheduled assignment is already in progress upon termination or expiry of a Contract, each of the parties agree that such scheduled assignment shall be completed and undertake its obligations under the Contract to complete such scheduled assignment.

- 17.4 On termination of a Contract, each party shall promptly:
- i. return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply and purchase of the Services under the Contract;
  - ii. return to the other party all documents and materials (and any copies) containing the other party's Confidential Information (as defined in clause 3.2); and



iii. on request, certify in writing to the other party that it has complied with the requirements of this clause.

## 18 FORCE MAJEURE

- i. Except for payment obligations, in the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under a Contract it is agreed that on that party giving notice of such force majeure to the other party with reasonable promptness the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuation of the same, it being agreed that each party shall use all reasonable endeavors to remove or avoid such force majeure with all reasonable dispatch.
- ii. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, storm, flooding, heavy snow, severe weather conditions, civil disturbances, terrorism, governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control of the party claiming suspension, all of which by the exercise of due diligence such party is unable to prevent.
- iii. In the event that the obligations of either party are suspended (as aforesaid) by reason of force majeure for a period in excess of 30 days then either party to a Contract may on giving written notice to the other terminate the Contract.

## 19 INTELLECTUAL PROPERTY

- 19.1 The No Letting Go and Kaptur names and logos are trademarked and protected from copying or use without our prior written agreement. All information and data held on KMS, any other proprietary systems, any paperwork and including all marketing literature and contents of any digital media sites, including the No Letting Go web site [www.nolettinggo.co.uk](http://www.nolettinggo.co.uk) and its associated web sites are, unless otherwise stated, the property of No Letting Go Inventory Management Ltd and where relevant, contains confidential information and is therefore protected by international copyright laws. All rights in respect of that copyright are reserved. Without our prior written agreement, no part of any documentation or marketing information may be copied or reproduced by the Client save for the temporary copies made for the purpose of downloading the web site.
- 19.2 No Letting Go Inventory Management Ltd owns all intellectual property rights in KMS and nothing in these Terms and Conditions shall operate to assign or transfer any intellectual property rights in KMS from No Letting Go Inventory Management Ltd to the Client.

## 20 LINKS

Web sites to which the Client may link to through the No Letting Go web site are independent of the No Letting Go web site and No Letting Go does not exercise any control over such sites. No Letting Go does not accept any liability in respect of the Client's use or inability to use any linked site or in respect of the content of such sites.

## 21 NON-SOLICITATION

- 21.1 In order to protect the legitimate business interests of each of the parties, each party covenants with the other party that neither it nor any of its Affiliates shall (except with the prior written consent of other party):
  - i. attempt to, or actually, solicit or entice away from employment or service of the other party; or
  - ii. employ or engage or otherwise facilitate the employment or engagement of,  
  
any Restricted Person.
- 21.2 Each party shall be bound by the covenant set out in clause 21.1 during the term of each Contract and for a period of 12 months after termination or expiry of such Contract.
- 21.3 For the purposes of this clause 21.1, a Restricted Person shall mean, in respect of one party, any person directly or indirectly employed or engaged by the other party or any of its Affiliates during a Contract and/or who has been directly or indirectly engaged in the provision of services either as principal, agent, employee, independent contractor or in any other form of direct or indirect employment or engagement by the other party or any of its Affiliates for the benefit of such party, whether during or prior to the Contract.
- 21.4 For the purposes of this clause 21, "Affiliate" means in relation to a party, any other entity that directly or indirectly controls, is controlled by or is under direct or indirect common control with, such party from time to time. "Control" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly).

## 22 NOTICES

- 22.1 Any notice given under a Contract must be in writing, whether or not described as "written notice" in the Contract.
- 22.2 Any notice given by one party to the other under a Contract must be:
  - i. delivered personally.
  - ii. sent by courier.
  - iii. sent by recorded signed-for post; or
  - iv. sent by email,using the relevant contact details set out in the Contract.





- 22.3 The addressee and contact details set out in a Contract may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 22.
- 22.4 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within working hours (9-5pm Monday – Friday excluding public holidays), when working hours next begin after the relevant time set out below:
- i. in the case of notices delivered personally, upon delivery.
  - ii. in the case of notices sent by courier, upon delivery.
  - iii. in the case of notices sent by post, 48 hours after posting; and
  - iv. in the case of notices sent by email, at the time of the sending of the email (providing that the sending party retains written evidence that the email has been sent).

## **23 GENERAL LEGAL TERMS**

- 23.1 Neither party may assign or otherwise create any interest in any of its rights or obligations under a Contract without the prior written consent of the other party, not to be unreasonably withheld. Subject to the foregoing, each Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 23.2 Subject to any express restrictions elsewhere in these Terms and Conditions, No Letting Go may subcontract any of its obligations under a Contract. No Letting Go shall remain responsible to the Client for the performance of any subcontracted obligations.
- 23.3 Each Contract is the entire agreement between the parties relating to its subject matter and supersedes anything previously passing between them relevant to that subject matter.
- 23.4 Each party acknowledges that, in entering a Contract, it does not rely on anything that is not set out in the Contract.
- 23.5 Each party shall pay its own costs in connection with the negotiation, preparation, execution and performance of a Contract, and all ancillary documents to it.
- 23.6 Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to a Contract and the transactions contemplated by it.
- 23.7 No variation of a Contract is effective unless it is in writing and signed by the parties. No Letting Go may amend these Terms and Conditions from time to time provided that No Letting Go provides prior written notice of such proposed amendment to the Client. In such circumstances, any undisputed revised terms of these Terms and Conditions will take effect thirty (30) days from the date of notice to the Client, unless specified later (but not earlier). The Client's continued use of the Services shall be deemed to constitute its acceptance of any such revised terms.
- 23.8 No failure or delay by a party to exercise any right or remedy provided under a Contract or at law constitutes a waiver of that or any other right or remedy, nor does it preclude or restrict the future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy precludes or restricts the further exercise of that or any other right or remedy.
- 23.9 If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification or deletion under this clause 23.9 does not affect the validity or enforceability of the rest of the Contract.
- 23.10 A Contract may be executed in counterparts, each of which when executed constitutes a duplicate original, but the counterparts together constitute the same agreement.
- 23.11 Nothing in a Contract is intended to establish any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.
- 23.12 Unless otherwise expressly stated, a person who is not a party to a Contract does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 23.13 Any part of the Contract which, by its nature, should survive termination will continue in force including clauses pertaining to governing law, confidentiality, limitation of liability and termination.

## **24 GOVERNING LAW**

The construction, validity and performance of each Contract and all non-contractual obligations arising out of or in connection with it are governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.