



## INTERPRETATION AND DEFINITIONS

1.1 In these Terms and Conditions, the following definitions and rules of interpretation apply:

<b>Agreed Purposes:</b>	means the specific purposes for which the Personal Data is processed, as described in this Agreement (including Schedule 1), and any other purpose expressly agreed in writing between the parties from time to time.
<b>Basic Test:</b>	means a basic functional test of an alarm carried out solely by pressing the manufacturer's built-in test button.
<b>Check Out:</b>	means a comparative report prepared at the end of a tenancy which records the visible condition of the Property at check-out by reference to the condition documented in the relevant Inventory and/or Check-In Report.
<b>Clerk:</b>	means the person approved and assigned by No Letting Go to carry out the Services.
<b>Client:</b>	means the person firm or company that has engaged No Letting Go to carry out the Services.
<b>Contract:</b>	means a contract and/or order entered into between the Client and No Letting Go for the provision of Services.
<b>Data Protection Legislation:</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>Data Retention Policy:</b>	can be found <a href="#">here</a>
<b>Data Discloser:</b>	means a party that discloses Shared Personal Data to the other party.
<b>Domestic Law:</b>	means the law of the United Kingdom or a part of the United Kingdom.
<b>EU GDPR:</b>	means the General Data Protection Regulation ((EU) 2016/679).
<b>EU Law:</b>	means the law of the European Union or any member state of the European Union.
<b>UK GDPR:</b>	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Glossary:</b>	means the explanatory section contained within a Report, Inventory or Check-Out Report which sets out the definitions, descriptions and grading criteria applicable to any cleanliness, condition or rating system used in that document
<b>Inventory:</b>	means an inventory of the contents and condition of a Property as set out in the Report and/or other such associated services provided by No Letting Go and as set out in more detail at clause 4
<b>KMS:</b>	means the No Letting Go web based proprietary software management system which is used, inter alia, to collect data on site and manage orders.
<b>Landlord:</b>	means any Landlord or its or his representative.
<b>Losses:</b>	means all losses, liabilities, damages, costs and expenses (including reasonable legal and professional fees), but only to the extent recoverable under this Agreement, and excluding any loss of profit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of anticipated savings and any indirect or consequential loss, except where such losses are expressly stated to be recoverable under this Agreement.
<b>No Letting Go:</b>	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.

<b>Permitted Recipients:</b>	means the employees, officers, representatives, contractors, advisers and service providers of a party who need to know the Personal Data for the Agreed Purposes
<b>Privacy Policy:</b>	means No Letting Go's privacy policy as set out at <a href="#">here</a> .
<b>Property:</b>	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.
<b>Report:</b>	means a written document detailing the outcome of the provision of the Services and which contains an itemised list of those details as listed in clause 4.
<b>Services:</b>	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.
<b>Shared Personal Data:</b>	means the personal data to be shared between the parties under clause 10 of this agreement and as further described in Schedule 1, including the categories of data and data subjects set out therein.
<b>Tenant:</b>	means any person or persons occupying the Property pursuant to a tenancy, licence or other right of occupation.

- 1.2 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and any subordinate legislation made under that statute or statutory provision.
- 1.3 The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Supervisory Authority**" and "**processing**" shall have the meanings set out in the Data Protection Legislation and "process" and "processed" when used in relation to the processing of Personal Data, shall be construed accordingly.
- 1.4 In these Terms and Conditions, 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).
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

## **2. BASIS OF PROVISION OF SERVICES**

- 2.1 Each Contract shall be governed by these Terms and Conditions to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. In the event of a conflict or inconsistency between a Contract and these Terms and Conditions, the following order of precedence shall apply (highest first):
  - a) The Contract;
  - b) These Terms and Conditions; and
  - c) The Report.

## **3. SCOPE OF THE SERVICES, INVENTORY AND REPORT**

- 3.1 Save where additional or specialist reports are expressly requested by the Client and agreed in writing, No Letting Go's Services are strictly limited to a non-intrusive, visual inspection only of the Property carried out by a Clerk and confined solely to what is reasonably visible and safely accessible at the time of inspection. The Services do not involve dismantling, removal, testing (save for those items described in these terms and conditions), measurement, simulation, certification or technical assessment of any items, systems or components, and shall not be construed as a survey, safety assessment or technical inspection unless expressly stated and separately contracted.
- 3.2 No Letting Go accepts no liability for any condition, defect or detail that is concealed, inaccessible or not visible at the time of inspection.
- 3.3 The Inventory and Report comprise a visual record of the Property and include:
  - a) a list of furniture, fixtures, fittings and household effects present at the Property; and

- b) a description of the decorative condition and visible condition of those items, in each case as observed at the time of the visit and subject at all times to the scope and limitations set out in this Agreement.
- 3.4 For the avoidance of doubt:
- a) heavy furniture, appliances or similar items will not be moved or lifted;
  - b) lofts, basements, cellars, locked rooms, garages, outbuildings and storage areas will not be inspected or listed;
  - c) drawers, cupboards, packed boxes, bags and containers will not be searched;
  - d) electrical items and appliances will not be tested (save that fitted light bulbs may be checked for basic functionality only);
  - e) floor coverings will be inspected only where visible and accessible; and
  - f) windows are checked only for visible cleanliness and obvious broken glass.
- 3.5 The Services apply to external areas on the same limited basis and are confined to a non-intrusive, visual inspection only of external areas of ground-level features that are plainly visible and safely accessible at the time of inspection. External commentary is observational only and limited to matters that appear unusual, damaged or give rise to visible concern. The structure, fabric or construction of the building is not assessed, and no opinion is given as to condition, integrity or state of repair. Any external area or item not recorded is outside the scope of the Services.
- 3.6 Where a Report includes a cleanliness, condition or rating system, such ratings are applied in accordance with the Glossary contained in the Report and provide a general descriptive guide only to observed condition or cleanliness at the time of inspection. Ratings do not constitute professional opinions or valuations and must be read in conjunction with the accompanying narrative comments and photographs.
- 3.7 Where practicable and accessible, the Clerk may note the presence of labels indicating compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended). The absence of such a note shall not be taken as confirmation of non-compliance. Responsibility for compliance with all applicable fire safety legislation remains solely with the Client.
- 3.8 Fire door inspections are excluded from the Services unless expressly instructed and carried out in accordance with Clause 18.
- 3.9 Smoke alarms and carbon monoxide detectors are visually inspected and tested as part of the Services. However, replacement of batteries or any further servicing is not included unless the Client has expressly instructed No Letting Go to provide the Smoke and Carbon Monoxide Alarm Service in accordance with Clause 15. Any such service shall be provided strictly in accordance with Clause 15 and subject to the limitations set out therein.
- 3.10 Any additional or specialist report is provided subject to the same scope, limitations and exclusions unless expressly stated otherwise and separately contracted.
- 3.11 No Letting Go will not inspect, check, access or comment on any area, item or feature of the Property which would require the use of a ladder, steps, lifting equipment or working at height, or which is otherwise unsafe or not reasonably accessible.

#### **4. LIMITATIONS OF THE REPORT**

- 4.1 The Inventory, Report and any Check-Out Report reflect the condition of the Property and any items inspected as visually observed at the time of the visit only. No assurance is given as to the condition of the Property or any item before or after the inspection.
- 4.2 The Inventory, Report and Services do not:
- a) confirm compliance with any statutory, regulatory or industry requirements;
  - b) constitute certification, approval or sign-off of any kind;
  - c) establish causation, responsibility or liability for any damage, deterioration or loss;
  - d) constitute a health and safety assessment, hazard identification, risk assessment or environmental survey; or
  - e) constitute a structural survey or assessment of the building's integrity, including roofs, foundations, supporting walls or load-bearing elements.
- 4.3 Any determination of compliance, responsibility or liability remains solely with the Client, Landlord or managing agent.
- 4.4 The Inventory, Report and any Check-Out Report are prepared solely for the Client for information and record-keeping purposes and must be read in conjunction with this Contract and any relevant Glossary. No reliance should be placed on any Report in isolation or for any purpose outside its stated scope. The Report is issued solely to the Client. No Letting Go will not release, disclose or issue any Report (in whole or in part) to any Tenant, Landlord, managing agent or other third party without the Client's prior written consent, and owes no duty of care to any third party in respect of the Report and no third party shall have any right to rely on the Report.
- 4.5 Where the Client requires No Letting Go to inspect or comment on any additional category or item, the Client must submit a written request in advance of the inspection visit, and No Letting Go must confirm its acceptance of such request in writing. No Letting Go has no obligation to comment on, and accepts no responsibility for, any matter falling outside the scope of the Services as described in Clause 3, including matters requiring specialist, technical or professional assessment.
- 4.6 The Client acknowledges that the Landlord and/or managing agent retain sole responsibility for:
- a) the safety, maintenance and condition of the Property;
  - b) compliance with all statutory and regulatory health and safety obligations;
  - c) identifying, repairing and making safe all hazards and defects; and
  - d) carrying out all legally required checks, inspections and certifications.

## **5. ADDITIONAL UTILITY TESTING WHEN REQUIRED**

- 5.1 Where No Letting Go is instructed to take utility meter readings, such readings shall be recorded and, where reasonably practicable, photographed. This is subject to the relevant meters being clearly accessible, identifiable and appropriately labelled.
- 5.2 No Letting Go shall not be liable for any failure to record utility readings, any revisit to the Property, or any loss incurred by the Client where the Clerk is unable to locate, access or identify a meter, unless the Client has provided clear and accurate written instructions as to the meter's location and access arrangements at the time of booking.
- 5.3 All intruder alarms, whether listed in the inspection report or otherwise present at the Property, shall be deemed untested.

## **6. CONFIDENTIALITY**

- 6.1 For the purposes of this Agreement, "**Confidential Information**" means any information of a confidential nature (whether oral, written, electronic or otherwise) disclosed by one party to the other in connection with this Agreement, including information relating to the Property, the Services, reports, pricing, business operations, processes or commercial arrangements.
- 6.2 Confidential Information does not include information which:
  - a) is or becomes publicly available other than through a breach of this Agreement;
  - b) was lawfully in the receiving party's possession before disclosure;
  - c) is lawfully disclosed to the receiving party by a third party without restriction; or
  - d) is independently developed without reference to the disclosing party's Confidential Information.
- 6.3 Each party shall:
  - a) keep the other party's Confidential Information confidential;
  - b) use such Confidential Information solely for the purposes of performing its obligations under this Agreement; and
  - c) not disclose such Confidential Information to any third party except as permitted under this clause.
- 6.4 A party may disclose Confidential Information:
  - a) To its professional advisers, insurers, auditors or contractors on a need-to-know basis and subject to confidentiality obligations;
  - b) Where required by law, regulation, court order or competent regulatory authority; or
  - c) With the prior written consent of the other party.
- 6.5 The Client acknowledges that information relating to the Property, Tenants or occupiers may be included in reports and records generated as part of the Services. Disclosure of such information shall be handled in accordance with this Contract and applicable data protection legislation.
- 6.6 The obligations in this clause shall survive termination or expiry of this Contract.

## **7. DISCLAIMERS AND GUIDANCE NOTES**

- 7.1 The Client acknowledges that each Report contains specific disclaimers, limitations and guidance notes relating to the scope of the inspection and Inventory. Such disclaimers and guidance notes form part of the Contract and shall apply in addition to these Terms and Conditions.

## **8. WARRANTY**

- 8.1 No Letting Go warrants that it shall provide the Services with reasonable care and skill, in accordance with this Contract. This clause sets out the sole and exclusive warranty given by No Letting Go in relation to the Services.
- 8.2 The warranty in clause 8.1 applies only to the Services as expressly described in this Contract and is strictly limited by the scope, exclusions and limitations set out in Clauses 3 and 4 and any applicable service-specific provisions.
- 8.3 Subject to clause 8.1 and to the fullest extent permitted by law, all other warranties, representations or conditions, whether express or implied (including any implied warranties of fitness for purpose, accuracy, completeness or suitability), are excluded.
- 8.4 No Letting Go does not warrant or guarantee:
  - a) the accuracy, completeness or future condition of the Property or any item;
  - b) compliance with any statutory, regulatory or industry requirements;
  - c) the absence of defects, deterioration or faults; or
  - d) any outcome, valuation, legal position or entitlement arising from use of the Inventory, Report or Services.
- 8.5 Nothing in this clause limits or excludes any statutory rights or remedies available to a consumer under applicable law.

## **9. INDEMNITY AND LIMITATION OF LIABILITY**

- 9.1 The Client shall fully indemnify and keep fully indemnified No Letting Go, its officers, employees, contractors and agents against all Losses, liabilities, damages, claims, demands, actions, proceedings, costs and expenses (including legal and professional costs on a

full indemnity basis) to the extent arising out of or in connection with the Client's instructions, use of the Services or breach of this Agreement:

- a) any personal injury, death, loss or damage occurring at or in connection with the Property or the Services;
- b) any use of, reliance on, or disclosure of any Report, Inventory or Check-Out Report, whether by the Client or by any third party other than for its intended purpose;
- c) any third-party claim (including by a Tenant, Landlord, occupier, visitor, insurer, managing agent or deposit scheme) arising from or connected with the Services or any Report;
- d) any act or omission of the Client or any person to whom the Client discloses a Report; and
- e) any breach of Data Protection Legislation by the Client or its employees, agents or contractors.

9.2 Except for liability which cannot be excluded or limited by law (including liability for death or personal injury caused by No Letting Go's negligence, fraud or fraudulent misrepresentation), No Letting Go shall not be liable to the Client for:

- a) loss of profit, loss of revenue, loss of business, loss of contracts or loss of anticipated savings;
- b) loss of or damage to goodwill or reputation;
- c) any indirect, special or consequential loss or damage; or
- d) any loss, damage, costs or expenses arising from any delay in, or failure to provide, the Services, provided that such delay or failure is not caused by No Letting Go's wilful misconduct.

9.3 No Letting Go's total aggregate liability arising out of or in connection with the Contract (whether in contract, tort, negligence or otherwise) in respect of any event or series of related events shall be limited to an amount equal to the total fees paid or payable by the Client to No Letting Go under the Contract.

9.4 Without prejudice to the generality of this clause, No Letting Go shall have no liability for any loss or damage arising from:

- a) matters falling outside the scope of the Services as defined in this Agreement;
- b) any specialist, technical or compliance matters not expressly undertaken;
- c) concealed, latent, intermittent or inaccessible defects; or
- d) the Client's failure to act upon observations or recommendations recorded in any Report.

9.5 In addition, No Letting Go shall have no liability for any loss or damage arising from:

- a) any failure of alarms, fire doors, utilities, appliances or safety equipment after the date of inspection;
- b) any regulatory breach or enforcement action relating to fire safety, legionella, health and safety or building compliance;
- c) any failure by the Client, Landlord or managing agent to act upon observations or recommendations recorded in any Report;
- d) any third-party inventory, information or documentation provided to No Letting Go which is inaccurate or incomplete.

9.6 The Client must notify No Letting Go in writing of any claim or potential claim arising under the Contract within twelve (12) months of the date on which the event giving rise to the claim occurred. No Letting Go shall have no liability in respect of any claim not notified within this period.

9.7 No Letting Go shall have no liability where Tenants, Landlords, insurers or any other third party rely on the Report. The Client agrees that it is solely responsible for communicating the limitations of the Report to any third party to whom it chooses to disclose it. The Client acknowledges that the limitations and exclusions of liability in this Agreement reflect a reasonable allocation of risk having regard to the nature of the Services, the scope of the inspection undertaken and the level of fees charged.

## 10. DATA PROTECTION

10.1 This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acts as an independent controller in respect of the Shared Personal Data and may from time to time disclose Shared Personal Data to the other party for the Agreed Purposes. Nothing in this Agreement shall be construed as creating a relationship of controller and processor or joint controllers between the parties. Each party acts as an independent controller and shall be responsible for its own compliance with the Data Protection Legislation. Neither party shall determine the purposes or means of processing on behalf of the other.

10.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

10.3 Each party shall:

- a) ensure that it has in place all necessary notices and lawful bases (including, where applicable, consent) to enable the lawful disclosure and processing of the Shared Personal Data for the Agreed Purposes;
- b) provide data subjects with all information required under the Data Protection Legislation in relation to the processing of their personal data under this Agreement;
- c) process the Shared Personal Data only for the Agreed Purposes;
- d) not disclose or make available the Shared Personal Data to any third party other than the Permitted Recipients, except as required by law;
- e) ensure that any Permitted Recipients are subject to written contractual obligations in respect of the Shared Personal Data which are no less onerous than those set out in this Agreement;
- f) implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, in accordance with the requirements of the Data Protection Legislation; and

- g) not transfer any Shared Personal Data outside the United Kingdom and, where applicable, the European Economic Area, unless such transfer is made in compliance with the requirements of Chapter V of the UK GDPR and/or EU GDPR (as applicable).
- 10.4 Each party shall, where reasonably required, provide such cooperation as is necessary to enable the other party to comply with its own obligations and shall:
- a) promptly inform the other party about the receipt of any Data Subject rights request;
  - b) provide the other party with reasonable assistance in complying with any Data Subject rights request;
  - c) use reasonable endeavours to consult with the other party where a request materially relates to Shared Personal Data disclosed by that other party, to the extent practicable and lawful to do so;
  - d) provide reasonable cooperation and information, at the requesting party's cost, to the extent necessary to enable that party to comply with its own obligations under the Data Protection Legislation;
  - e) notify the other party without undue delay and, in any event, within 72 hours of becoming aware of a Personal Data Breach where such breach is required to be notified under the Data Protection Legislation;
  - f) on termination of this Agreement, each party shall determine the appropriate retention and deletion of Shared Personal Data in accordance with its own obligations under the Data Protection Legislation;
  - g) maintain complete and accurate records and information to demonstrate its compliance with this clause; and
  - h) provide the other party with contact details of at least one employee as a point of contact for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach.
- 10.5 The Client shall indemnify No Letting Go against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by No Letting Go arising out of or in connection with any breach of Data Protection Legislation by the Client or its employees, agents or contractors.

## 11. CHECK OUT REPORT

- 11.1 A Check-Out Report is a report prepared at the end of a tenancy which records the condition of the Property at check-out by reference to the condition documented in the relevant Inventory and/or Check-In Report.
- 11.2 The Check-Out Report is an exception-based, comparative report which records the visible condition of the Property at the end of the tenancy by reference to the original Inventory and/or Check-In Report. It documents only material differences, changes, deterioration, damage, cleanliness issues or missing items observed at the time of inspection. Any item or area not expressly mentioned in the Check-Out Report shall be deemed to remain in the same condition as recorded in the original Inventory. Where reasonably practicable, the Check-Out Report may include supporting photographic evidence. No Letting Go does not warrant that all instances of fair wear and tear will be identified or recorded, and the omission of any reference to fair wear and tear (or any defect, damage or condition) in any report shall not constitute negligence or give rise to any liability on the part of No Letting Go.
- 11.3 The Check-Out Report is limited to a non-intrusive, visual inspection only, based solely on what is reasonably visible and safely accessible at the time of inspection, and is carried out without moving furniture, fixtures, fittings, appliances, floor coverings or personal belongings, and without undertaking any testing or technical assessment.
- 11.4 An opinion may be provided in the Check-Out Report based on No Letting Go's observations at the time of inspection. However, the Check-Out Report does not constitute evidence of causation, responsibility or liability for any damage, deterioration or loss, nor does it constitute a valuation, estimate of cost, fair wear and tear assessment or legal determination. Any decision as to whether action should be taken, and by whom, remains the responsibility of the Client, Landlord or managing agent.
- 11.5 The Check-Out Report is prepared solely for the Client for information and record-keeping purposes and must be read in conjunction with the relevant Inventory and/or Check-In Report. No reliance should be placed on the Check-Out Report in isolation. No Letting Go shall have no obligation to comment on, and shall not be responsible for, any matter falling outside the limited scope of the Check-Out Report as set out in this clause.
- 11.6 A full comparative Check-Out Report can only be carried out if the original Inventory is provided to No Letting Go in an electronic format in advance of the appointment. No Letting Go accepts no responsibility or liability for any inaccuracies arising from poor-quality, incomplete or third-party inventories, including those prepared by Landlords, Tenants, managing agents or any alternative supplier.
- 11.7 Where no original Inventory exists, or where the Inventory was not prepared by No Letting Go, the Clerk will complete a general Schedule of Condition supported by photographs, providing a summarised overview only. In such circumstances:
- a) the Clerk will not apportion responsibility between Landlord and Tenant, as No Letting Go holds no baseline evidence of the original condition; and
  - b) No Letting Go accepts no liability for any financial loss incurred by the Client arising from the absence of a reliable Inventory or from reliance on any third-party or Landlord-prepared inventory.
- 11.8 Where appropriate and expressly agreed in the Contract, the Clerk may apportion responsibility for changes to either Landlord or Tenant. Where responsibility is unclear for any reason, the Clerk will refer the matter back to the Client (Landlord or managing agent) for determination, and No Letting Go shall have no liability arising from such referral.
- 11.9 Where a Tenant is present at the Check-Out:
- a) the Clerk will record meter supplier details and forwarding address only if the Tenant voluntarily provides such information;
  - b) the Clerk will record and photograph all keys handed back by the Tenant. Client/management keys will only be listed if expressly agreed in the Contract.

11.10 Subject to key return location being within 3 miles of the Property, all keys obtained from the Tenant will be returned to the Client within 24 hours of the Check-Out unless otherwise agreed in writing. No Letting Go shall not be liable for any claims regarding missing keys made more than 72 hours after the Check-Out.

## **12. PROPERTY ATTENDANCE**

12.1 Where access to the Property is not provided as agreed, or access is materially restricted, No Letting Go reserves the right to cancel or abort the Services. In such circumstances, No Letting Go reserves the right to charge the Client a reasonable fee to reflect the time and costs incurred, which may include up to the full fee that would have been payable had the Services been performed.

12.2 Where instructions are given by a Landlord, letting agent or other third party, that party shall be deemed to contract with No Letting Go as principal (and not merely as agent), unless expressly agreed otherwise in writing by No Letting Go.

12.3 The Client shall ensure that No Letting Go and its Clerk are provided with safe, clear and uninterrupted access to the Property at the agreed time and date.

12.4 If, at any time during attendance at the Property, the Clerk reasonably determines that the Property (or any part of it) is unsafe, hazardous, inaccessible, unsuitable or presents a risk to health or safety, or the Tenant acts in a way that is threatening to the Clerk, the Clerk may:

- a) decline to commence the Services; or
- b) immediately suspend or terminate the Services.

12.5 Any such cancellation shall be reported to the Client as soon as reasonably practicable. No Letting Go shall have no liability arising from such suspension or termination.

12.6 Where Services are cancelled, aborted or suspended under this clause, No Letting Go shall be entitled to retain or charge fees in respect of Services performed and any reasonable cancellation or abortive fees.

12.7 No Letting Go shall have no obligation to re-attend the Property unless expressly agreed in writing and subject to additional fees.

## **13. OPERATIONAL LIMITATIONS**

13.1 It is not No Letting Go's responsibility to switch off any electrical appliances. No Letting Go accepts no liability for loss, damage, or injury arising from any appliance left on site, whether observed during the Check-Out or not.

## **14. SMOKE AND CARBON MONOXIDE ALARM INSPECTIONS AND INSTALLATION – PARTICULAR ATTENTION IS BROUGHT TO THIS CLAUSE**

14.1 No Letting Go provides a smoke and carbon monoxide alarm inspection service and, where expressly instructed in advance by the Client, an installation service (together, the “**Alarm Service**”) to assess and report on alarms present at the Property by reference to the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 and any associated guidance. The Alarm Service is limited strictly to the activities expressly set out in this clause.

14.2 If instructed by the Client, No Letting Go may carry out a basic functional test of accessible smoke alarms, heat alarms and/or carbon monoxide detectors by pressing the manufacturer's test button (“Basic Test”).

14.3 As part of the Alarm Service, No Letting Go may, as applicable:

- a) inspect alarms present at the Property and undertake a Basic Test at the time of inspection;
- b) where expressly instructed in advance by the Client, install appropriate battery-operated smoke and/or carbon monoxide alarms, each with a minimum five (5) year manufacturer's warranty;
- c) install alarms in accordance with manufacturer instructions and relevant fire safety guidance, using screws or double-sided mounting tape where appropriate;
- d) locate alarms in accordance with applicable regulations, industry practice and/or manufacturer recommendations, or where site constraints prevent this, in the most appropriate alternative location in No Letting Go's reasonable discretion;
- e) where a pre-existing smoke alarm is wall-mounted, record this in the Report and recommend ceiling installation as best practice; and
- f) test alarms installed by No Letting Go by pressing the manufacturer's test button only and record the outcome in the Report.

14.4 Where a carbon monoxide alarm is required to be wall-mounted, the precise positioning shall be determined by the Clerk acting reasonably. No Letting Go shall not be liable for any redecorating, repair or relocation costs if either the Landlord or Client subsequently requests the alarm to be moved.

14.5 All alarm testing carried out by No Letting Go is limited to operation of the alarm's built-in test button. No live smoke testing, simulation of carbon monoxide release, sensitivity testing, interlinking verification or technical assessment is carried out.

14.6 An alarm situated more than eight (8) feet above floor level shall be deemed inaccessible unless the Clerk determines otherwise, acting reasonably.

14.7 Where, during a visit to a Tenanted Property, the Clerk identifies that a battery replacement is required, No Letting Go will record a recommendation in the Report that the Tenant replaces the battery. Responsibility for ensuring that such recommendation is acted upon remains with the Client. No Letting Go accepts no liability for any non-compliance, damage, injury or loss arising from a Tenant's failure to replace a battery.

14.8 The Alarm Service and any Basic Test do not:

- a) confirm compliance with the Fire Safety Order, BS 5839 or any other fire safety standard;
- b) verify alarm sensitivity, detection capability, wiring, interlinking, power supply or ongoing functionality;
- c) constitute a fire risk assessment, safety certification or confirmation of statutory compliance; or
- d) identify hidden defects, intermittent faults or issues not evident at the time of inspection.

14.9 No Letting Go shall have no liability for:

- a) any alarm that passes a basic functional test but subsequently malfunctions;
- b) alarms that are inaccessible, obstructed, damaged, disabled or interfered with by occupants; or
- c) any failure to comply with applicable fire safety or alarm regulations, responsibility for which remains solely with the Client and/or Landlord.

14.10 Where an alarm fails a basic functional test or appears to malfunction, No Letting Go will record this in the Report only. No Letting Go has no obligation to diagnose, repair, replace or retest any alarm, and the Client remains responsible for arranging any further action.

14.11 Except where alarms are expressly installed by No Letting Go under Clause 14, No Letting Go is not responsible for the installation, positioning, maintenance, testing or ongoing compliance of any smoke alarms, heat alarms or carbon monoxide detectors at the Property.

14.12 Where, during the provision of the Services, an alarm is found to be not fixed to the wall, otherwise not properly fixed, displaced or positioned in a manner that presents an immediate safety concern, No Letting Go may, as a temporary and precautionary measure only, move the alarm to a safer position. Any such action shall not constitute installation, refitting, testing or confirmation of compliance, and ultimate responsibility for ensuring alarms are correctly installed, positioned and compliant remains with the Client.

14.13 The Client acknowledges and agrees that:

- a) the Basic Test is not a full compliance check under any fire-safety regulation, does not confirm correct installation, wiring, interlinking, sensitivity, or reliability of the alarm;
- b) the Clerk is not a qualified fire-safety engineer and No Letting Go does not certify compliance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 or any other statutory regime;
- c) responsibility for ensuring the Property meets all fire-safety legislation rests solely with the Client/Landlord; and
- d) No Letting Go shall not be liable for any loss, damage, injury or claim (including but not limited to personal injury, fire damage, property damage, regulatory breach, enforcement action, penalty notices, or consequential loss) arising from:
  - i. any defect, fault or failure in an alarm that passed or failed the Basic Test;
  - ii. any alarm or safety device that is missing, inaccessible, obscured, switched off, tampered with, or otherwise not reasonably identifiable during the visit;
  - iii. any recommendation made in the Report not being acted upon immediately or at all;
  - iv. the Client's and/or Landlord's failure to install, maintain, repair, test or replace alarms as required by law.

14.14 The Client agrees to act promptly on any recommendations noted in the Report and to ensure that all legally required alarms are installed, tested and maintained. Nothing in this clause constitutes certification of compliance with fire safety legislation, and responsibility for compliance with all applicable legal and regulatory requirements remains at all times with the Client and/or Landlord.

## 15. FIRE DOOR INSPECTION SERVICE

15.1 No Letting Go offers a fire door inspection service as an optional additional service ("Fire Door Check"). The Fire Door Check consists solely of a visual, non-intrusive inspection only of fire doors within the Property for the limited purpose of observing and reporting, at the time of inspection only, on the apparent condition of such fire doors by reference to the Fire Safety (England) Regulations 2022. Those regulations require responsible persons to undertake quarterly checks of fire doors in common parts of certain multi-occupied residential buildings in England with storeys over 11 meters in height and to use best endeavours to carry out annual checks of the Property entrance doors leading onto common parts. For the avoidance of doubt, the Fire Door Check does not constitute, and is not a substitute for, a formal fire door inspection, a fire door survey, a fire risk assessment or compliance assessment carried out by a suitably qualified or competent fire safety professional. No Letting Go undertakes only a Fire Door Check as defined in this clause.

15.2 Where the client requests a Fire Door Check, No Letting Go will observe, record and report on the following visible indicators only:

- a) any visible alterations to, or damage of, door glazing;
- b) whether visible gaps around the door frame appear to exceed 4mm to edges and 8mm from the bottom of the door;
- c) any missing hinges or missing screws to hinges;
- d) whether the door closer appears to close the door;
- e) any visible damage to the door or door closer, whether from wear and tear or otherwise;
- f) whether the door appears to close correctly against the frame;
- g) whether visible intumescent strips appear intact and free from obvious damage;
- h) whether visible ironmongery, including handles, appears intact;
- i) whether a visible FD30 certification label or plug is present on the side or top edge of the door, where accessible; and
- j) whether any integral letterbox appears to open and close securely.

15.3 Where reasonably practicable, the Report will include photographic records of the fire doors inspected.

15.4 No Letting Go does not:

- a) confirm or certify compliance with the Fire Safety (England) Regulations 2022 or any other fire safety legislation;
- b) certify that any fire door meets FD30 or any other fire resistance standard;
- c) carry out destructive, intrusive or technical testing;
- d) dismantle, remove, adjust or interfere with any part of a fire door or surrounding structure;
- e) verify internal components, materials, seals or the integrity of door cores; or
- f) guarantee the performance of any fire door in a fire or emergency situation.

15.5 Responsibility for compliance with the Fire Safety (England) Regulations 2022 and any other applicable fire safety legislation, including the frequency and adequacy of fire door inspections and any remedial works, remains solely with the Client and/or Landlord.

15.6 No Letting Go accepts no liability whatsoever for:

- a) any deterioration, alteration, damage or defect occurring after the date of the Report;
- b) any fire safety breach or regulatory non-compliance relating to fire doors;
- c) any injury, loss or damage arising from the Client's failure to act upon observations or recommendations recorded in the Report; or
- d) any failure of a fire door or associated system at any time.

## 16. LEGIONELLA RISK ASSESSMENTS

16.1 No Letting Go provides a Legionella Risk Assessment Service as a standalone service ("Legionella Risk Assessment") to assist Landlords in meeting their obligations under the Health & Safety at Work 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 Legionella Risk Assessment is an assessment of risk only. It does not constitute a legionella laboratory test, microbiological sampling, or confirmation that the Property is free from Legionella. No water samples will be taken for analysis.

16.2 When instructed, No Letting Go will carry out a Legionella Risk Assessment, which will include:

- a) a recording of the water temperature of all accessible hot and cold-water outlets;
- b) a recording of the temperature of the hot water tank (calorifier) outlet pipework where accessible;
- c) a visual inspection of all tap spouts and shower/spray heads;
- d) a visual inspection of the hot water tank and associated plumbing (where visible and safely accessible without removal of panels or fixtures);
- e) advising on any redundant pipework ("dead legs") or flexible hoses that are visible;
- f) a visual inspection of the cold-water storage tank where applicable and safely accessible; and
- g) advising on visually apparent exterior features that may present a risk (e.g., water features, fountains, hot tubs, exterior taps).

16.3 If the Client does not provide a list of water outlets or risk-relevant installations, No Letting Go will inspect all visually apparent water outlets only. No Letting Go shall have no liability in connection with water outlets or installations that were not disclosed by the Client and were not reasonably visible at the time of inspection.

16.4 For the avoidance of doubt, the Legionella Risk Assessment does not involve:

- a) water sampling or microbiological testing;
- b) dismantling or cleaning any part of the water system;
- c) internal inspection of pipework, tanks or cylinders; and
- d) confirmation of compliance with L8 or any statutory obligation.

16.5 In the event a Level 4 risk (severe) is identified, No Letting Go will recommend that the Property be vacated immediately and that a specialist contractor be appointed to carry out decontamination and further testing.

16.6 No Letting Go shall not be liable for:

- a) any legionella contamination, growth, spread or associated risk occurring after the date of the Assessment;
- b) any change in circumstances that increases Legionella risk (including but not limited to the Property being left unoccupied, changes in water usage patterns, or faults arising in hot water systems);
- c) any illness, injury, loss, damage or claim arising from Legionella bacteria or water system failures; and
- d) any failure by the Client or Tenant to follow recommendations set out in the Report, or to obtain specialist remediation where recommended.

16.7 It remains the Client's sole responsibility to:

- a) comply fully with all health & safety rules and any statutory obligations relating to water hygiene;
- b) ensure that a competent specialist contractor is appointed to perform any required remedial works;
- c) act promptly and immediately upon any recommendations set out in the Legionella Risk Assessment form provided by No Letting Go;
- d) ensure regular flushing of outlets, cleaning of shower heads, and other standard control measures; and
- e) obtain further Legionella testing or laboratory analysis where appropriate.

16.8 The Legionella Risk Assessment is a risk indication service only and is not a certification of system safety. No Letting Go cannot and does not guarantee that the Property is free from Legionella risk, nor that the risk will not arise in future. The Assessment reflects only what was visually observable at the time of the visit.

## **17. PROPERTY VIEWINGS**

17.1 No Letting Go provides property viewing services solely for the purpose of facilitating access to the Property for prospective Tenants. No Letting Go does not provide estate agency, letting agency, property management or advisory services and does not act as the Client's agent for the purposes of marketing, negotiating, or agreeing any tenancy or related arrangement.

17.2 All information relating to the Property, including descriptions, particulars, pricing, availability and any statements made to prospective Tenants, is provided strictly on the Client's instructions. The Client remains solely responsible for verifying the accuracy, completeness and compliance of all such information and for ensuring that any marketing or advertising of the Property complies with all applicable laws, regulations and industry standards, including (without limitation) property advertising and consumer protection legislation.

17.3 No Letting Go is not responsible or liable for any errors, omissions, inaccuracies or misrepresentations in any information published, communicated or relied upon by prospective Tenants where such information originates from, or is approved by, the Client or any third party. Prospective Tenants must not rely on any information provided during a viewing without independently verifying it with the Client.

17.4 Unless otherwise agreed in writing, property viewings are charged on an hourly basis and are strictly limited to the agreed time slot. No Letting Go shall have no obligation to extend a viewing beyond the agreed time and any additional time required shall be chargeable at No Letting Go's prevailing hourly rates.

17.5 Where No Letting Go is requested to check or record identification documents (including passports, visas or other forms of ID), this is carried out on a visual basis only. No Letting Go does not verify the authenticity, validity or legal status of any documents provided and accepts no responsibility or liability for any illegal letting, unlawful occupation or breach of immigration, right-to-rent or related legislation.

17.6 Without prejudice to the general limitations of liability set out in these Terms, No Letting Go accepts no liability for any loss, damage, cost or claim arising out of or in connection with:

- a) the conduct or outcome of a viewing;
- b) reliance placed on information provided during a viewing;
- c) any decision by a prospective Tenant to enter into or not enter into a tenancy; or
- d) any failure by the Client to comply with its legal or regulatory obligations.

## **18. CONDITION OF THE PROPERTY**

18.1 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 access to the Property (or any part of it) and/or the carrying out of the relevant Services dangerous, impractical, unsuitable or hazardous, or creates a potential breach of applicable health and safety requirements, No Letting Go shall be entitled to cancel the relevant Services without liability. Where such circumstances arise due to conditions that were not disclosed to No Letting Go in advance, No Letting Go reserves the right to charge the full fee for the relevant Services.

## **19. KEYS, COLLECTION AND MANAGEMENT**

19.1 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, and will charge a fee of £17.00 + VAT. No Letting Go reserves the right to refuse to collect or deliver keys to or from a location that is more than 3 miles from the Property.

19.2 If the Landlord requires keys held by No Letting Go, there will be a fixed fee and an hourly 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 being applied. No visit will be made until confirmation of payment or authorisation is received by No Letting Go.

19.3 If keys are not made available prior to the agreed appointment, No Letting Go reserves the right to cancel the appointment and charge the full fee. No Letting Go will record keys checked in and checked out as an administrative record only and shall have no responsibility or liability for any missing, lost, delayed or non-returned keys, howsoever arising.

## **20. KEY POSTAGE DISCLAIMER**

20.1 Where key postage is required, No Letting Go will use reasonable endeavours to dispatch keys promptly. However, No Letting Go does not guarantee specific delivery or posting times. Delays may occur due to incomplete or inaccurate address details, staff availability, postal service delays or any circumstances beyond No Letting Go's responsible control.

20.2 No Letting Go shall have no liability for any loss, cost, damage, expense or inconvenience arising from any delay in the return of keys and shall not be required to provide compensation in any such circumstances.

## **21. COMPLAINTS AND REPORT ERRORS**

- 21.1 No Letting Go operates a formal complaints procedure, details of which are available from any regional office or head office. Any alleged errors or omissions in a Report must be notified in writing to a manager at the relevant regional office or head office within seven (7) days of the date of the Report. Time shall be of the essence in relation to notification under this clause. No Letting Go shall have no liability whatsoever for any errors or omissions:
- a) not notified within the seven (7) day period; or
  - b) notified after the commencement of any subsequent occupancy of the Property.
- 21.2 Minor, clerical or administrative errors or omissions in any Report, Inventory or Check-Out Report which do not materially affect the overall accuracy, purpose or use of the relevant document shall not constitute a breach of contract and shall not give rise to any right to withhold payment, terminate the Contract or claim a refund.
- 21.3 Where the Client identifies an error or omission which materially affects the Report, Inventory or Check-Out Report and demonstrates that the Services have not been performed with reasonable care and skill, No Letting Go shall, in accordance with applicable consumer law:
- a) correct the relevant error or omission within a reasonable period; or
  - b) where correction is not possible or proportionate, provide an appropriate price reduction reflecting the impact of the error, however any such price reduction will not be more than the original cost of the report.
- 21.4 For the avoidance of doubt, the Client shall not be entitled to a refund or price reduction in respect of trivial, immaterial or purely administrative errors that do not affect the substantive findings of the Services.

## **22. PAYMENT OF CHARGES AND DELIVERY OF REPORT**

- 22.1 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 event of a delay due to unforeseen circumstances, full payment will be due if the Client agrees to receive the Report after this time.
- 22.2 The Services will be charged to the Client at No Letting Go's standard rates or at rates separately agreed in the Contract or between the two parties by email.
- 22.3 Unless agreed otherwise in the Contract, payment of services is made at the standard payment terms of fourteen days of the date of receipt of No Letting Go's invoice.
- 22.4 No Letting Go will charge interest of 5% above the Bank of England base rate on all overdue accounts.
- 22.5 No Letting Go reserves the right to charge for our services in advance by credit card or any form of cleared funds.
- 22.6 VAT is charged at the standard rate on all Services.
- 22.7 No Letting Go reserves the right to charge an additional fee for any hard copies of the Inventory or other Report.
- 22.8 In the event of incorrect payment, incorrect information resulting in an incorrect quoting 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 final Report, in which case cancellation fees would come into effect.
- 22.9 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.

## **23. PROPERTY SIZES**

- 23.1 All quotations and fees are based on the property size information provided by the Client. If, upon attending the property, No Letting Go determines that the Property is larger, more complex or otherwise materially different from the information provided, No Letting Go reserves the right to amend the fee accordingly. No Letting Go shall notify the Client as soon as practicable where such adjustment is required. The Client acknowledges that No Letting Go cannot confirm the accurate size or complexity of a Property until inspection takes place. No Letting Go reserves the right to withhold the Report until the outstanding balance is settled.
- 23.2 Property sizes and pricing are based on the following (hallways/landings, garages, sheds are considered inclusive):
- a) 1 bed property – Max. 4 x rooms (typically 1 bedroom, 1 reception room, 1 bathroom, 1 kitchen);
  - b) 2 bed property – Max. 6 x rooms (typically 2 bedrooms, 1 reception room, up to 2 bathrooms, 1 kitchen);
  - c) 3 bed property – Max. 11 x rooms (typically 3 bedrooms, 2 reception rooms, up to 2 bathrooms, 1 kitchen);
  - d) 4 bed property – Max 14 x rooms (typically 4 bedrooms, 2 reception rooms, up to 3 bathrooms, 1 kitchen);
  - e) 5 bed property Max 15 x rooms (typically 5 bedrooms, 3 reception rooms, up to 3 bathrooms, 1 kitchen);
  - f) Larger properties are based on individual pricing.
- 23.3 No Letting Go reserve the right to charge £11.00 + VAT per standard room in respect of all Services, unless otherwise agreed. In addition, No Letting Go reserves 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).

## **24. REPORTS AND STORAGE**

24.1 All Reports shall be provided in electronic PDF format. Hard copies shall be provided only upon request and may be subject to an additional charge. In addition, all documentation relating to the Services shall be stored on No Letting Go's proprietary KMS software system (whether live or archived) for as long as needed to complete the instructions by the Client and in accordance with our Data Retention Policy. Each party undertakes to the other that, in respect of its obligations under this Agreement, it shall at all times comply with all applicable statutory enactments, regulations and requirements of any governmental or regulatory authority, including all applicable Data Protection Laws and the data protection principles thereunder, as amended or re-enacted from time to time.

## **25. TENANT REVIEW AND ACKNOWLEDGMENT**

25.1 Where a Tenant is provided with a Report, Inventory or Check-Out Report, the Tenant may be invited to review the document and either:

- a) sign or otherwise acknowledge it; and/or
- b) provide comments or proposed amendments within the timeframe specified by No Letting Go.

25.2 Any signature, acknowledgement or failure to submit comments within the specified timeframe shall be treated solely as confirmation that the Tenant has had the opportunity to review the document and that, so far as the Tenant is aware, it reflects the visible condition of the Property at the relevant time.

25.3 A Tenant's signature or acknowledgement:

- a) does not make the Tenant a client of No Letting Go or a party to this Contract;
- b) does not create any contractual relationship or duty of care between No Letting Go and the Tenant;
- c) does not entitle the Tenant to rely on the Report, Inventory or Check-Out Report for any purpose; and
- d) does not constitute agreement as to liability, causation, fair wear and tear or responsibility for any damage.

25.4 The inclusion of a Tenant's name or details on a Report, Inventory or Check-Out Report is for identification and record-keeping purposes only and shall not confer any rights in relation to the Report.

25.5 The Client acknowledges that a Report, Inventory or Check-Out Report which has been reviewed and acknowledged by the Tenant may carry greater evidential weight in the context of tenancy administration or dispute resolution, but this shall not extend or alter No Letting Go's obligations or liabilities under this Agreement.

## **26. INSURANCE**

26.1 Without prejudice to the parties' respective obligations under each Contract, each party shall, at its own cost, put in place and maintain throughout the term of each Contract with reputable insurers such insurance policies as are necessary to cover its obligations and liabilities arising under or in connection with the Services, including:

- a) professional indemnity insurance with a limit of indemnity of not less than £1,000,000 per claim and in the aggregate per policy year; and
- b) public liability insurance (including cover for personal injury, death and property damage) with a limit of indemnity of not less than £1 million per claim.

26.2 Upon reasonable request by the other party, a party shall provide copies of insurance certificates and such other reasonable evidence as may be required to demonstrate compliance with this clause.

## **27. ORDER NOTICE PERIODS, LEAD TIMES & WORKINGS HOURS**

27.1 No Letting Go operate 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.

## **28. INSTRUCTION CONDITIONS**

28.1 No Letting Go may accept instructions from the Client by email, telephone, via No Letting Go's KMS system or via the Client's own system using an application programming interface ("API"). Where instructions are placed via KMS or via API, the Client shall be required to confirm its acceptance of these Terms and Conditions as part of the instruction process. In all cases, upon No Letting Go's receipt of an instruction, a legally binding contract for the relevant Services shall be deemed to come into existence between No Letting Go and the Client, subject to and governed by these Terms and Conditions. All instructions shall be recorded in No Letting Go's KMS system. Any details recorded in KMS or contained in any written confirmation shall be deemed accurate unless the Client notifies No Letting Go of any error or omission promptly upon receipt, failing which the Client shall be responsible for any resulting consequences.

## **29. CANCELLATION**

29.1 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.

29.2 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.

### **30. CANCELLATION RIGHTS**

- 30.1 You have a legal right to cancel a contract for Services within 14 calendar days without giving any reason. The cancellation period will expire 14 days after the date on which you instruct us to provide the Services. To exercise your right to cancel, you must inform us of your decision to cancel the Contract by a clear statement (for example, by letter sent by post or by email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 30.2 If you cancel the Contract, we will reimburse all payments received from you in respect of the cancelled Services subject to our right to deduct or set off any amounts owed to us by you under the Contract or in respect of any Services already performed or costs reasonably incurred prior to cancellation. Any reimbursement will be made without undue delay and in any event no later than 14 days after the day on which we are informed of your decision to cancel the Contract. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, and you will not incur any fees as a result of the reimbursement.
- 30.3 If you have requested that we begin the performance of the Services during the cancellation period, and you subsequently cancel the Contract, you shall be required to pay an amount which is proportionate to the Services performed up to the point at which you notified us of your cancellation, in comparison with the full price of the Services. Unless you notify us otherwise, by placing an instruction you expressly request that we begin the performance of the Services immediately and acknowledge that you may be required to pay for Services performed during the cancellation period.
- 30.4 The right to cancel shall no longer apply once the Services have been fully performed, where performance has begun with your prior express request and acknowledgement of this position.

### **31. TERMINATION**

- 31.1 Either party may terminate this Agreement on written notice where the Services have not yet been commenced. Where termination occurs after booking but before attendance, cancellation fees may apply in accordance with this Agreement.
- 31.2 No Letting Go may terminate this Agreement immediately on written notice if:
- a) the Client commits a material breach of this Agreement and (where capable of remedy) fails to remedy that breach within a reasonable period after notice;
  - b) the Property is unsafe, hazardous, inaccessible or otherwise unsuitable for inspection;
  - c) access to the Property is not provided as agreed; or
  - d) information provided by or on behalf of the Client is inaccurate, incomplete or misleading.
- 31.3 On termination:
- a) all fees properly incurred up to the date of termination shall remain payable;
  - b) No Letting Go shall be entitled to retain any fees already paid in respect of Services performed; and
  - c) termination shall not affect any rights or liabilities accrued prior to termination.
- 31.4 Where the Client is a consumer and has a statutory right to cancel under applicable consumer protection legislation, nothing in this Agreement shall limit or exclude those rights.
- 31.5 Clauses relating to limitation of liability, confidentiality, data protection and any other clauses which by their nature are intended to survive termination shall continue in full force and effect.

### **32. INTELLECTUAL PROPERTY**

- 32.1 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.
- 32.2 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.

### **33. FORCE MAJEURE**

- 33.1 Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract (other than payment obligations) to the extent that such failure or delay is caused by an event or circumstance beyond its reasonable control, including but not limited to acts of God, flood, fire, explosion, epidemic or pandemic, war, terrorism, riot or civil commotion, strikes or other industrial disputes (other than those involving that party's workforce), failure of utilities or transport networks, governmental or regulatory action, or any law or regulation imposed by a governmental authority ("Force Majeure Event").
- 33.2 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

33.3 If a Force Majeure Event prevents, hinders or delays the performance of the Services for a continuous period of 30 days or more, either party may terminate the affected Contract on written notice without liability (save for any rights or liabilities accrued prior to termination).

#### **34. LINKS**

34.1 Websites 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.

#### **35. NON-SOLICITATION**

35.1 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):

- a) attempt to, or actually, solicit or entice away from employment or service of the other party; or
- b) employ or engage or otherwise facilitate the employment or engagement of Restricted Person (as defined in clause 36.2(a)).

35.2 Each party shall be bound by the covenant set out in clause 35.1 during the term of each Contract and for a period of 12 months after termination or expiry of such Contract.

- a) For the purposes of this clause, 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.
- b) For the purposes of this clause, "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).

#### **36. NOTICES**

36.1 Any notice given under a Contract must be in writing, whether or not described as "written notice" in the Contract.

36.2 Any notice given by one party to the other under a Contract must be:

- a) delivered personally;
- b) sent by courier;
- c) sent by recorded signed-for post; or
- d) sent by email using the relevant contact details set out in the Contract.

36.3 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.

36.4 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:

- a) in the case of notices delivered personally, upon delivery.
- b) in the case of notices sent by courier, upon delivery.
- c) in the case of notices sent by post, 48 hours after posting; and
- d) 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).

#### **37. CHANGES TO THESE TERMS AND CONDITIONS**

37.1 No Letting Go reserves the right to amend these Terms and Conditions from time to time.

37.2 Any updated Terms and Conditions shall be made available on No Letting Go's website and/or via No Letting Go's KMS system and shall apply to:

- a) all new instructions placed after the effective date of the updated Terms and Conditions; and
- b) any existing Contracts where the variation is required by law or relates to changes in regulatory requirements, technical changes to the Services, or does not materially affect the Client's rights or obligations.

37.3 Where a proposed change materially affects a Contract with a consumer, No Letting Go shall provide reasonable advance notice and the consumer shall have the right to cancel the affected Services without penalty before the change takes effect.

#### **38. GENERAL TERMS**

38.1 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.

38.2 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.

- 38.3 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.
- 38.4 Each party acknowledges that, in entering a Contract, it does not rely on anything that is not set out in the Contract.
- 38.5 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.
- 38.6 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.
- 38.7 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.
- 38.8 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.
- 38.9 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 38.9 does not affect the validity or enforceability of the rest of the Contract.
- 38.10 A Contract may be executed in counterparts, each of which when executed constitutes a duplicate original, but the counterparts together constitute the same agreement.
- 38.11 Nothing in a Contract is intended to establish any partnership or appoint either party the agent of the other, or otherwise authorise each 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.
- 38.12 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.
- 38.13 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.

#### **39. GOVERNING LAW**

- 39.1 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.

**Schedule 1                      Processing, Personal Data and Data Subjects**

1.            Processing by No Letting Go:
  - 1.1          Scope: Personal Data is processed for the purpose of arranging, carrying out and documenting property inspections and producing inspection reports for the Client in connection with the Services.
  - 1.2          Nature of processing: Collection, recording, organisation, storage, consultation and use of Personal Data for the purpose of arranging and carrying out property inspections and producing inspection reports.
  - 1.3          Purpose of processing: To perform the Services under the Agreement, including property inspections and the preparation of inspection reports.
  - 1.4          Duration of the processing: For as long as required to perform the Services and thereafter in accordance with the retention periods set out in the relevant party's Privacy Policy.
2.            Types of Personal Data: names, contact details (including email addresses and telephone numbers), property-related information.
3.            Categories of Data Subject: Landlords, Tenants, letting agents, property managers and other individuals whose contact details are provided to facilitate access to or inspection of a property.