

PRIVATE LANDLORDS - TERMS AND CONDITIONS FOR USE AND SALES

www.andrewleeslettings.co.uk

Last updated: 27 July 2011

1) DEFINITIONS:

- a "We", "Us", "Our", "[andrewleeslettings.co.uk](http://www.andrewleeslettings.co.uk)", refers to [andrewleeslettings.co.uk](http://www.andrewleeslettings.co.uk)
- b "Landlord(s)", "You", "Your", refers to the named person requesting our letting service.
- c "Letting Agent(s)", refers to the named Letting Agents advertising their services.
- d "Tenant(s)", refers to the person seeking to habit the Landlords' or Letting Agents' property.

2) OUR WEBSITE:

- a Your use of this website and any service contained within constitutes acceptance of these Terms & Conditions.

3) PERSONAL INFORMATION:

- a You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.
- b You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.
- c As a customer you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.
- d Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.

4) PRIVACY:

- a [andrewleeslettings.co.uk](http://www.andrewleeslettings.co.uk) takes your privacy seriously. We are registered under and comply with the Data Protection Act 1998. For further details please see our [Privacy Policy](#).

5) PRODUCT PRICING AND TITLE:

- a We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable).
- b The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items.
- c We reserve the right to alter all product pricing without notice.
- d Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped.

6) YOUR ORDER:

- a When you place an order for a product or service you will automatically receive a confirmation phone call from us to confirm your order. Your order constitutes an offer made to us to purchase the goods or services specified in the order.
- b Your offer is only accepted by us once we have phoned you to confirm the dispatch of or availability to download your order.
- c Product items not included within the dispatch email are not included in the order and contract between you and us.
- d We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.
- e If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

7) PRIVATE LANDLORDS - SPECIFIC TERMS AND CONDITIONS:

- a Important Note: In registering your property with us and/or by ticking the relevant box within the registration page of our website you the Landlord agree that;
- b You have fully understood the advertising, letting and property manager software service that we provide.
- c You agree that our service is satisfactory for your needs.
- d You agree to pay in full before your property is included within our advertising service.
- e You have fully understood and agree to all aspects within our Terms and Conditions.
- f You agree to use our service as a private Landlord only and not as a Letting Agent or Estate Agent.
- g You agree with and fully understand that if it is found that a registration for any of our services is made by a Letting Agent or Estate Agent that the registration will be immediately removed from our service and database and that no refund will be offered.
- h You agree that we cannot guarantee that your property will be let by using our services and that no refund will be made in the event that your property is not let.

8) SUMMARY OF THE LETTING FEATURES INCLUDED

- a The Landlord agrees that the details submitted by the Landlord are 100% accurate and that the details comply with the Property Mis-description Act 1991.
- b Once the Landlord is happy with the property particulars and has paid in full, the Landlord's property will be included within our Letting Service which includes:
- c The Landlord's property will feature on the andrewleeslettings.co.uk website and all other websites that we market our properties through subject to approval.
- d We will continue to actively market the Landlord's property until the Landlord discontinues the advertising service or changes the status of the property by using the property manager tool.
- e Some of these services incur an extra charge which will be made clearly visible to the Landlord.
- f Prospective Tenants who wish to make an enquiry regarding a certain Landlords' property will be encourage to do so by means of email or telephone. andrewleeslettings.co.uk will forward any enquiries directly to the Landlord however, andrewleeslettings.co.uk is not responsible for the information supplied by prospective Tenants or third parties. The Tenant may ask to contact the Landlord when the Landlord is conducting their own viewings.

9) LANDLORD AND TENANT LETTING RESOURCES:

- a The Landlord and Tenant have the option of using the letting resources provided by andrewleeslettings.co.uk and its third party suppliers.

10) TENANCY AGREEMENTS AND LEGAL DOCUMENTS:

- a andrewleeslettings.co.uk tenancy and general license agreements are created under license and copyrighted.
- b We regret that neither andrewleeslettings.co.uk nor the licensor are able to provide general or legal telephone advice.
- c Every care and attention has been used to ensure that the agreements comply with current housing act and non housing act regulations and are barrister approved.
- d andrewleeslettings.co.uk cannot be held responsible where an incorrect agreement has been used by a Landlord to let a property.
- e All agreements and forms that have been provided by us and sent to the Landlord for completion by the Landlord and Tenant are to be used as a tenancy agreement guide only.
- f Should the Landlord or Tenant wish to include further considerations within the agreement that is entirely the responsibility of the Landlord and Tenant and not andrewleeslettings.co.uk.
- g We will not be held liable for failure of any part of any agreement that the Landlord has ordered from us.

11) ENERGY PERFORMANCE CERTIFICATES:

- a Energy performance certificates are a legal requirement for all Landlords that advertise property to let in England and Wales.
- b Landlords that order an EPC from andrewleeslettings.co.uk will receive a call from an energy assessor representative normally within 72 hours of placing the order.
- c andrewleeslettings.co.uk acts only as an introducer to a third party supplier and therefore cannot accept responsibility for any works carried out by the Energy Assessors.
- d The Energy Performance Certificate complies with latest property and energy regulations.

12) GAS SAFETY CERTIFICATES:

- a andrewleeslettings.co.uk act as introducers of third party suppliers in the provision of Gas Safety Certification.
- b In line with current Gas Safety Regulations, all our Gas Engineers comply with GAS SAFE standards. Identification and registration information can be supplied on visit.
- c andrewleeslettings.co.uk cannot accept responsibility for any works carried out by the Gas Engineer

13) TENANT REFERENCES:

- a Tenant referencing is carried out by a third party referencing agency.

14) ENERGY SERVICE:

- a This service is supplied by www.utilitywarehouse.co.uk

15) PROPERTY MIS-DESCRIPTION ACT 1991:

- a andrewleeslettings.co.uk are not responsible for the information supplied by the Landlord and it is entirely the Landlords' responsibility to make sure that all personal and property particulars held by us are correct.
- b We hold no responsibility for any mis-descriptions that have been provided by the Landlord.
- c In agreeing to our terms and conditions the Landlord accepts all responsibility for the particulars produced within the andrewleeslettings.co.uk website and all marketing resources used by us.
- d If a Landlord wishes to change any personal or property particulars they must do so by signing into their Private Account and editing the property.

16) SUSPICIOUS PROPERTY REGISTRATIONS:

- a If it is found that a property has been registered for any reason other than to find a prospective Tenant, the property will be removed from the andrewleeslettings.co.uk service straight away and no refund will be offered.
- b andrewleeslettings.co.uk reserve the right to suspend any rental advert until further notice if it is deemed by andrewleeslettings.co.uk that a registration has been placed within our services under misleading circumstances.

17) FEES:

- a All fees that are chargeable by us for our Advertising Service and Letting Resources are to be paid in advance and in full.
- b At no point will a Landlord's property be included within our service unless payment has been received in full. We actively seek to take payment from customers for our service via a secure network.
- c We are not to be held liable for any damages or costs that may be incurred by a fault with the secure network or our network that is used to take payment for our services.

18) LANDLORD & TENANT DISPUTES:

- a All disputes that arise between a Landlord and Tenant that have used our service are to be resolved solely by the Landlord and Tenant. We hold no responsibility for any disagreements or disputes that may arise throughout a tenancy term.
- b We may seek to advise both the Landlord and Tenant about their individual rights and may offer advice on certain aspects of legal proceedings but at no point are we to be deemed liable for any damages or expenses incurred due to a Landlord/Tenant dispute

19) PROPERTY VIEWINGS:

a All viewings on Landlords' properties that are included within our Tenant Find Service & Rent & Collect Service are to be carried out by the Landlords themselves or a representative of the Landlord unless otherwise specified.

20) LANDLORDS' RESPONSIBILITIES:

- a It is the Landlords' responsibility to insure that all of the following are adhered to:
- b A current Landlords' electrical safety certificate is in place
- c A current Landlord's gas safety certificate is in place.
- d Where applicable the Landlord must have permission from the mortgage lender to let out his/her property
- e Adequate insurance is in place to cover all eventualities.
- f All furnishings within the Landlords' property pass Fire Safety regulations 1998.
- g All tax that is due from rental income is declared to the Inland Revenue no matter if the Landlord is resident in the UK or overseas.
- h Where applicable standing order payments are arranged by the Landlord to allow for rental payments by the Tenant.
- i Where applicable a rent book is given to the Tenant to register weekly rental payments.
- j All utility bills are transferred into the current Tenants' name.
- k Council tax payments are made by the current Tenant.
- l The Tenant(s) deposit has been placed in a suitable tenancy deposit scheme, or the Landlord holds the Tenant(s) deposit and has insured the Tenant(s) deposit via a suitable tenancy deposit scheme.
- m A suitable energy certificate is in place.

21) EDITING AND DELETIONS OF PROPERTIES:

- a If a Landlord wishes to amend or remove any details about their property or personal particulars please e-mail us and make the necessary changes.
- b Once a property has been removed from our Tenant find service we are unable to register the property again unless payment has been received in full for a new term within our Tenant find service.

22) RENTAL PROPERTY PORTAL LOADING SYSTEM:

- a We use an automated feed system to send our rental properties to our entire list of partners' websites. The feed that we use is sent to our partners websites three times a day every day to ensure our rental properties are showcased across the internet as fast as possible.
- b If a property has not been displayed within 48 hours please email lettings@andrewleeslettings.co.uk in the first instance.
- c We do not accept liability for any of our partner sites who are experiencing technical difficulties and are unable to receive the feed that we send on a regular basis.
- d Should any of our partner sites experience any difficulties in receiving our property feeds, the feeds that we have sent will be retrieved once our partners technical problems have been resolved.
- e We have no control over the speed that our partners repair their technical faults and do not accept any liability for a property that has not been displayed due to an error that is out of our control.

23) RENTAL PROPERTY PORTALS:

- a Should any of our partner sites experience any technical difficulties throughout their business or website and be unable to showcase our properties as they normally would we are not to be held responsible.
- b If for whatever reason andrewleeslettings.co.uk are no longer able to advertise a Landlords rental property via any of our partner sites (property portals) andrewleeslettings.co.uk are not to be held responsible and no refund will be offered to the Landlord under any circumstances.
- c If you encounter any problems with any of our partners' websites please email lettings@andrewleeslettings.co.uk in the first instance.

24) RENTAL PROPERTY POSTCODES:

- a When a registration is sent to our list of partner sites the correct postcode must be included within the information that is sent.
- b If it is found that an incorrect postcode or a postcode that is not registered with the Royal Mail has been sent to our partners websites the postcode and the property will be rejected from the partners website and the property will be excluded from advertising until the postcode is deemed as correct by the particular website or the postcode can be found within a Royal Mail search.
- c andrewleeslettings.co.uk are not responsible for the rejection of any property registration due to the incorrect or unregistered postcode that has been given by a Landlord.

- d All of our advertising websites/portals locate the exact location of a rental property by the postcode of the property.
- e Our advertising websites/portals have the final say on where a property is located, and within what property searches individual rental properties will show.
- f This judgment is made by our advertising websites/portals using their own map facilities and the postcode offered by **andrewleeslettings.co.uk**.
- g At no time are **andrewleeslettings.co.uk** to be held responsible for an individual rental property not showing in the desired area search due to our advertising websites/portals locating the individual rental property in an area outside the preferred location

25) REFUND POLICY:

- a We operate a 24 hour refund policy to all private Landlord registrants who use our Letting Service to advertise a property to let. If you feel that the service you have chosen is not adequate for your needs or you are not happy with the service that we provide then we will offer you a refund minus our bank charges at a fixed fee of £5.
- b Please note: This decision must be taken within 24 hours of registration/publication. If for whatever reason a refund is requested after the 24 hour notice period then a refund will not be offered under any circumstances. All refund requests must be made in the first instance by email to lettings@andrewleeslettings.co.uk. Please allow 7 days for your refund to be processed.

- c If you are a Letting Agent or estate agent and you have registered for any of our services either in error or by trying to mislead us into believing that you are a private Landlord you will not be offered a refund.

26) MARKETING:

- a As part of the **andrewleeslettings.co.uk** marketing program **andrewleeslettings.co.uk** will send out newsletters and offers to Landlords, Letting Agents or Tenants who have registered for the **andrewleeslettings.co.uk** newsletter or signed up to use the **andrewleeslettings.co.uk** letting Service.
- b In accepting **andrewleeslettings.co.uk** terms and conditions you the Landlord agree to allow **andrewleeslettings.co.uk** to send out via email or post marketing material promoting **andrewleeslettings.co.uk** services and special offers offered by companies other than **andrewleeslettings.co.uk**.
- c If a Landlord wishes to unsubscribe to the **andrewleeslettings.co.uk** mailing list they may do so by clicking the unsubscribe link at the base of any promotional email or by email lettings@andrewleeslettings.co.uk clearly stating that the Landlord wishes to be removed from the **andrewleeslettings.co.uk** mailing list.

27) DISCLAIMERS:

- a **Andrewleeslettings.co.uk** is not responsible for the content; accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by **andrewleeslettings.co.uk**.
- b Inclusion of any linked website on the Website and the Services does not imply approval or endorsement of the linked website by **andrewleeslettings.co.uk**.
- c When you access these third-party sites, you do so at your own risk.
- d **andrewleeslettings.co.uk** takes no responsibility for third party advertisements which are posted on the Website or through the Services, nor does it take any responsibility for the goods or services provided by its advertisers.
- e **Andrewleeslettings.co.uk** is not responsible for the conduct, whether online or offline, of any User of the Website or the Services.
- f **Andrewleeslettings.co.uk** assumes no responsibility for any error, omission, interruption, deletion, corruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any User communication or any content.
- g **Andrewleeslettings.co.uk** is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website or the Services.
- h Under no circumstances shall **andrewleeslettings.co.uk** be responsible for any loss or damage resulting from use of the Website or the Services, attendance at an event organised through the Website or the Services, from any content posted on or through the Website or the Services, or from the conduct of any

Users of the Website or the Services, whether online or offline.

i In particular andrewleeslettings.co.uk expressly disclaims any warranty of fitness for a particular purpose or non-infringement.

j [Andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) cannot guarantee and does not promise any specific results from use of the Website and the Services. Nothing in this Agreement shall be construed as limiting or excluding andrewleeslettings.co.uk 's liability for death or personal injury caused by its negligence.

28) DAMAGES:

a In no way are the owners of our website or any company or person linked to us to be held liable for any damages incurred which could be attributed to our website or the service offered by us.

29) INTERNAL LINKS:

a [Andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) are not responsible for the integrity of any links that are displayed within this web site.

30) INTERNAL ADVERTS FROM OUTSIDE COMPANIES:

a The adverts that are displayed within the andrewleeslettings.co.uk website and marketing material produced by us are intended to promote a selection of services to Landlords. Whilst we promotes services from companies other than the services we provide, we do not accept responsibility for any loss or damage incurred whilst using the services that are advertised within this web site.

31) CUSTOMER COMPLAINTS:

a We endeavour to respond to all customer complaints or queries within five working days. Please email lettings@andrewleeslettings.co.uk.

32) EVENTS OUTSIDE OUR CONTROL:

a [Andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

33) LICENCE:

a [Andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) grants you a licence to access the content, information and services contained within our website for personal use only.

b This licence allows you to download and cache (using your browser) individual pages from our website.

c This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

d Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

e Our website cannot be placed within the frame-set of another site.

f Third parties are not allowed to "deep link" to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

g The restriction on "deep linking" does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales

34) COPYRIGHT:

a All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of andrewleeslettings.co.uk unless expressly acknowledged as otherwise.

b The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

35) REASONABLY FORESEEABLE LOSSES:

a [Andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) will be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract between you and us was made.

b All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

c [Andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) does not exclude or limit liability for death or personal injury caused by the

negligence or breach of duty by us, our employees or officers.

36) SEVERABILITY:

a The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

37) WAIVER:

a Failure by andrewleeslettings.co.uk to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

38) ENTIRE TERMS & CONDITIONS:

a These Terms & Conditions set out the entire agreement and understanding between Landlords, Letting Agents, Tenants and andrewleeslettings.co.uk. We reserve the right to change these Terms & Conditions at any time, without giving notice to you.

39) JURISDICTION:

a These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

b Your statutory rights are unaffected.

Our contact details are as follows:

andrewleeslettings.co.uk

For a quick response, please email: lettings@andrewleeslettings.co.uk

Postal Address:

andrewleeslettings.co.uk

35 High Street Bridgwater
Bridgwater
Somerset
TA6 3BG

Telephone:

From within the UK: 01278 418001

International: + 44 (0) 1278 418 001

VAT registration number: 945 2462

To unsubscribe from andrewleeslettings.co.uk services please email lettings@andrewleeslettings.co.uk