

## LET ALLIANCE LETTING AGENT TERMS AND CONDITIONS

### 1. INTERPRETATION

#### 1.1 The Following Definitions and Rules of Interpretation Apply in These Conditions.

#### 1.2 Definitions:

<b>Application</b>	the Letting Agent's application form.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business
<b>Charges</b>	the charges payable by the Letting Agent for the supply of the Services in accordance with clause 5 (Charges and payment).
<b>Commencement Date</b>	has the meaning given in clause 2.2.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 11.5.
<b>Contract</b>	the contract between LA and the Letting Agent for the supply of Services in accordance with these Conditions.
<b>Control</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of control</b> shall be construed accordingly.
<b>Letting Agent</b>	has the meaning set out in clause 4.2.
<b>Data Protection Legislation</b>	the UK Data Protection Legislation and (for so long as and to the extent that law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.
<b>FCA</b>	the Financial Conduct Authority.
<b>GDPR</b>	General Data Protection Regulation ((EU) 2016/679).
<b>Intellectual Property Rights</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>LA</b>	Barbon Insurance Group Limited trading as Let Alliance, registered in England and Wales with company number 03135797 whose registered office is at Hestia House, Edgewest Road, Lincoln, LN6 7EL. Trading address is at Dodleston House, Bell Meadow Business Park, Park Lane, Pulford, Chester, Cheshire CH4 9EP.
<b>Letting Agent</b>	the person or firm who purchases Services from LA.



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**Services** the services supplied by LA to the Letting Agent including but not limited to tenant referencing, nil deposit, rent guarantee, legal claims and insurance services.

**UK Data Protection Legislation** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

**Vision** LA's online system allowing direct access by Letting Agents with their own secure login.

### 1.3 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or reenacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.

## 2. BASIS OF CONTRACT

- 2.1 The Application constitutes an offer by the Letting Agent to purchase Services in accordance with these Conditions.
- 2.2 The Application shall only be deemed to be accepted when LA issues written acceptance of the Application at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any descriptive matter or advertising issued by LA, and any descriptions or illustrations contained in LA's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Letting Agent seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. SUPPLY OF SERVICES

- 3.1 LA is authorised and regulated by the FCA (FCA Reg. No. 308724) and provides insurance services to landlords and tenants of residential let properties.
- 3.2 The Letting Agent wishes to introduce its customers to LA for the provision of its insurance services and LA shall supply the Services to those customers.
- 3.3 LA will provide the Letting Agent with literature relating to the insurance covers in Appendix A (and/or such other products as shall be agreed in writing by LA) and such details as may be appropriate for the Letting Agent to pass to its customers to enable them to contact LA and will provide quotations or arrange cover on products detailed in Appendix A (and/or such other products as shall be agreed in writing by LA), directly to customers of the Letting Agent, provided the appropriate consents have been obtained.
- 3.4 Neither the Contract nor these Conditions creates or shall create any partnership or joint venture between LA and the Letting Agent.



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- 3.5 LA reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement and if the amendment will not materially affect the nature or quality of the Services.
- 3.6 LA warrants to the Letting Agent that the Services will be provided using reasonable care and skill and in accordance with any regulatory requirements.
- 3.7 LA shall notify the Letting Agent promptly on becoming aware of any developments which may affect LA's ability to comply with its obligations under the Contract.
- 3.8 LA may refuse any general insurance business introduced by the Letting Agent.
- 3.9 All insured persons introduced by the Letting Agent to LA and for whom insurances are bound under the Contract shall remain the clients of LA.

#### 4. LETTING AGENT'S OBLIGATIONS

4.1 The Letting Agent shall:

- (a) ensure that the terms of the Application are complete and accurate;
- (b) not provide any of the Services to landlords and tenants other than via LA;
- (c) co-operate with LA in all matters relating to the Services;
- (d) provide LA, its employees, agents, consultants and subcontractors, with access to the Letting Agent's premises, office accommodation and other facilities as reasonably required by LA;
- (e) provide LA with such information and materials as LA may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) unless the Letting Agent is an 'Introducer Appointed Representative' of LA, the Letting Agent shall not provide LA with FCA regulated insurance leads;
- (g) not purchase insurance online on behalf of any landlord or tenant;
- (h) not call LA direct for any insurance quote on behalf of any landlord or tenant;
- (i) not insist that any tenant takes out any insurance specifically with LA;
- (j) hand out or display leaflets, business cards or other materials detailing LA products or details of the Services;
- (k) direct landlords and tenants to [www.letalliance.co.uk](http://www.letalliance.co.uk) for quotes;
- (l) provide LA contact details in order for landlords and tenants to contact LA;
- (m) use Vision in accordance with any user manual / instructions provided by LA which may be adapted from time to time, and keep any login details confidential and shall not transfer such login details to any third party;
- (n) notify LA immediately in writing of any changes in its corporate structure, location or address;
- (o) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (p) advise any of its customers who request information about any insurance or other Services to contact LA;
- (q) not handle any monies relating to the insurance services of LA;
- (r) not complete or assist any of its customers in completing a proposal relating to insurance services provided by LA;



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- (s) not refer to themselves in any published material or otherwise as being directly authorised by the FCA nor any 'Appointed Representative' or 'Introducer Appointed Representative' of LA unless authorised to do so by LA.
- (t) notify LA immediately in writing promptly on becoming aware of any developments which may affect its ability to comply with its obligations under the Contract;
- (u) observe and comply with any legislation or other guidelines issued by the FCA or other bodies or government agencies on unfair contract terms and specifically shall ensure that it does not mandate that any tenant takes out insurance to cover their personal possessions as a condition of its tenancy agreement and the Letting Agent will provide to LA on request, copies of any tenancy agreements and related documentation for LA to review compliance by the Letting Agent with this clause; and
- (v) comply with all applicable laws, rules and regulations which may be in force from time to time including any specified by the FCA, or LA.
- (w) keep all materials, equipment, documents and other property of LA (**LA Materials**) at the Letting Agent's premises in safe custody at its own risk, maintain LA Materials in good condition until returned to LA, and not dispose of or use LA Materials other than in accordance with LA's written instructions or authorisation.

**4.2 With effect from 14<sup>th</sup> January 2005, all activity relating to the sale or administration of a general insurance contract has been regulated by the FCA and from this date it has been illegal to engage in any general insurance activity without direct authorisation from the FCA or an exemption from the requirement for such authorisation. The Letting Agent warrants that it shall not during the term of the Contract engage in any general insurance activity (including, but not limited to, handling any insurance claim for landlords or arranging rent guarantee on their behalf)**

**4.3** If LA's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Letting Agent or failure by the Letting Agent to perform any relevant obligation (**Letting Agent Default**):

- (a) without limiting or affecting any other right or remedy available to it, LA shall have the right to suspend performance of the Services until the Letting Agent remedies the Letting Agent Default, and to rely on the Letting Agent Default to relieve it from the performance of any of its obligations in each case to the extent the Letting Agent Default prevents or delays LA's performance of any of its obligations;
- (b) LA shall not be liable for any costs or losses sustained or incurred by the Letting Agent arising directly or indirectly from LA's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Letting Agent shall reimburse LA on written demand for any costs or losses sustained or incurred by LA arising directly or indirectly from the Letting Agent Default.

## **5. CHARGES / PAYMENT / COMMISSION**

- 5.1 The Charges for the Services are LA's current charges available on request or in the 'Agent's Downloads' section of Vision or such other Charges as shall be agreed in writing by LA.
- 5.2 LA reserves the right to increase the Charges at any time on giving to the Letting Agents five weeks' prior written notice.
- 5.3 LA shall invoice the Letting Agent [on completion of the Services monthly in arrears.
- 5.4 The Letting Agent shall pay each invoice submitted by LA:
  - (a) On 15 day of each month by direct debit or as otherwise agreed by LA in writing; and



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- (b) in full and in cleared funds to a bank account nominated in writing by LA, and time for payment shall be of the essence of the Contract.
- 5.5 The Letting Agent shall keep in force a direct debit mandate in favour of LA for the purpose of LA collecting amounts due from the Letting Agent under the Contract on a monthly basis unless otherwise agreed by LA in writing.
- 5.6 The Letting Agent shall ensure that there are sufficient funds in its designated bank account to allow each direct debit to be collected in full on the due date.
- 5.7 All amounts payable by the Letting Agent under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by LA to the Letting Agent, the Letting Agent shall, on receipt of a valid VAT invoice from LA, pay to LA such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.8 All amounts due under the Contract from the Letting Agent shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.9 LA will pay commission to the Letting Agent for all new business and renewal transactions referred by the Letting Agent to LA at a rate to be agreed in writing by LA. LA reserve the right to vary commission levels in accordance with clause 5.2.
- 5.10 LA will issue a commission statement monthly to the Letting Agent showing the commission earned and due.
- 5.11 In the event that a refund is due to a customer of the Letting Agent as a result of a policy lapsing or being cancelled or altered, the Letting Agent shall be liable to refund LA such proportion of the commission paid for the expired period. LA reserves the right to deduct this amount from any monies due from LA to the Letting Agent.
- 5.12 Where an insurance premium is paid on a monthly direct debit basis by a customer of the Letting Agent, the Letting Agent will be paid the commission against the monthly premium collected.
- 5.13 Where commission is to be refunded, payments are to be made to LA by bank transfer in favour of LA or by such other method as LA shall specify in writing.
- 5.14 Within five working days of the end of each month, the Letting Agent will be issued with an invoice detailing all tenant assessment and rent guarantee transactions along with any insurance commissions due for the prior month.
- 5.15 Within 15 days of the end of the month LA will collect any outstanding monies, net of any commissions due from the Letting Agent using the BACS system from an account as specified in writing by the Letting Agent.
- 5.16 In the event that the Letting Agent does not pay by direct debit or standing order, the Letting Agent must make payment by alternative means, upon agreement of the finance department of LA, within fifteen days of the end of the month for which charges fall due.
- 5.17 If the Letting Agent fails to make payment of the monies outstanding in accordance with clause 5.17 then LA will charge a late fee equal to 5% of the invoice total. The Letting Agent is also responsible on an indemnity basis for all legal fees, court costs, and related expenses incurred in the event payment is not made in a timely manner, and action is required to be taken by LA to collect monies owed.
- 5.18 In the event that the Letting Agent does not utilise Vision to submit applications, an additional charge of £2 plus VAT will be payable for each application which has to be processed by LA.



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## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Letting Agent) shall be owned by LA.
- 6.2 LA grants to the Letting Agent, or shall procure the direct grant to the Letting Agent of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and use any literature or other materials provided by LA for the purpose of receiving and using the Services.
- 6.3 The Letting Agent shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4 The Letting Agent grants LA a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any literature or other materials provided by the Letting Agent to LA for the term of the Contract for the purpose of providing the Services to the Letting Agent.

## 7. DATA PROTECTION AND DATA PROCESSING

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to LA) law of the European Union, law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Let Alliance are Data Controllers. Where Data Controller has the meaning as defined in the Data Protection Legislation.
- 7.3 Without prejudice to the generality of clause 7.1, the Letting Agent will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to LA for the duration and purposes of the Contract. For the avoidance of doubt this will include but is not limited to:
- (a) explicit consent of any person who is the subject of any tenant reference requested by the Letting Agent to use their Personal Data to obtain a tenant reference where the tenant has applied to rent a property through the Letting Agent and explicit consent to the results of any tenant reference report being provided to the landlord in question;
  - (b) explicit consent to such tenant reference being carried out by LA via a third party, namely Transunion on the basis that a soft footprint will remain on the profile of the tenant made by LA.
- 7.4 Without prejudice to the generality of clause 7.1, LA shall, in relation to any Personal Data processed in connection with the performance by LA of its obligations under the Contract:
- (a) process that Personal Data only on the written instructions of the Letting Agent unless LA is required by Applicable Laws to otherwise process that Personal Data. Where LA is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, LA shall promptly notify the Letting Agent of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit LA from so notifying the Letting Agent;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Letting Agent, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal



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Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Letting Agent has been obtained and the following conditions are fulfilled:
  - (i) the Letting Agent or LA has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - (iii) LA complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) LA complies with reasonable instructions notified to it in advance by the Letting Agent with respect to the processing of the Personal Data;
- (e) assist the Letting Agent, at the Letting Agent's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Letting Agent without undue delay on becoming aware of a Personal Data breach; and
- (g) at the written direction of the Letting Agent, delete or return Personal Data and copies thereof to the Letting Agent on termination of the agreement unless required by Applicable Law to store the Personal Data.

7.5 The Letting Agent consents to LA appointing Transunion or any other credit agency as a third-party processor of Personal Data under the Contract. LA confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7. As between the Letting Agent and LA, LA shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.

## 8. LIMITATION OF LIABILITY: THE LETTING AGENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

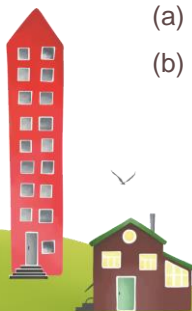
8.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to *clause 8.1*, total liability of either LA or the Letting Agent in respect of all breaches of duty occurring within any contract year shall not exceed the cap.

8.3 In clause 8.3:

- (a) **cap.** The cap is the total Charges in the contract year in which the breaches occurred;
- (b) **contract year.** A contract year means a 12-month period commencing with the date of the Contract or any anniversary of it;



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- (c) **total charges.** The total charges means all sums paid by the Letting Agent and all sums payable under the Contract in respect of goods and services actually supplied by LA, whether or not invoiced to the Letting Agent; and
- (d) **total liability.** total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.4 This clause 8.4 sets out specific heads of excluded loss:
- (a) Subject to clause 8.1, the types of loss listed in clause 8.5(b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:
- (i) Loss of profits
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.
- 8.5 LA has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6 The Letting Agent shall (in addition to, and without affecting, any other rights or remedies LA may have whether under statute, common law or otherwise) indemnify and keep indemnified LA and its officers, employees, advisers or agents against all actions, claims, demands, liabilities, damages, costs, losses or expenses (including without limitation, consequential losses, loss of profit, loss of reputation and all interest, penalties, legal and other professional costs and expenses) resulting from any negligence, wilful neglect, fraud or breach or non-performance by the Letting Agent of any of its obligations under the Contract.
- 8.7 This clause 8 shall survive termination of the Contract.

## 9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Application of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;



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- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (e) the other party commits any offence or otherwise fails to comply with any UK Data Protection Legislation or any financial services or other legislation;
- (f) LA ceases to be authorised by the FCA to carry our insurance business in the UK;
- (g) either party reasonably considers the other party to be trading in an inappropriate manner

9.3 Without affecting any other right or remedy available to it, LA may terminate the Contract with immediate effect by giving written notice to the Letting Agent if:

- (a) the Letting Agent fails to pay any amount due under the Contract on the due date for payment;
- (b) there is a change of control of the Letting Agent; or
- (c) the Letting Agent chooses to take its tenant referencing business elsewhere or obtain the Services elsewhere.

9.4 Without affecting any other right or remedy available to it, LA may suspend the supply of Services under the Contract or any other contract between the Letting Agent and LA if the Letting Agent fails to pay any amount due under the Contract on the due date for payment, the Letting Agent becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or LA reasonably believes that the Letting Agent is about to become subject to any of them.

## 10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract:

- (a) the Letting Agent shall immediately pay to LA all of LA's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, LA shall submit an invoice, which shall be payable by the Letting Agent immediately on receipt; and
- (b) LA may make alternative arrangements for the future conduct of existing business and no commission shall be payable to the Letting Agent after the date of termination.

10.2 Subject always to clause 8, termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including any right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 11. GENERAL

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 **Assignment and other dealings.**

- (a) LA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Letting Agent shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of LA.



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11.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person the terms of the Contract or any confidential information concerning the business, affairs, clients or customers of the other party, except as permitted by clauses 11.3(b) and (c).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Any tenant reference reports carried out by LA or its agents may be communicated to the landlord in question by the Letting Agent. The Letting Agent shall procure that the landlord to whom it discloses the tenant reference report shall comply with this clause 11.3.
- (d) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.


11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.8 **Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to its last known e-mail address.

01244 421 261



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 Chester, CH4 9EP

- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (iii) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**11.9 Third party rights.**

- (a) Subject to clause 11.9(b) and unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) Transunion shall be entitled to enforce any term of the Contract that relates to tenant referencing in accordance with Contracts (Rights of Third Parties) Act 1999.
- (c) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**11.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with law of England and Wales.

**11.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## APPENDIX A

LA products and cover approved for the Letting Agent's customers: Landlords

- Buildings
- Contents
- Emergency Assistance Tenants
- Tenant's Liability
- Tenant's Income Protection
- Tenant's Nil Deposit Scheme Membership
- Tenant's Contents



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