

GENERAL TERMS AND CONDITIONS OF KEYSAFE (UK) LIMITED

In these Terms and Conditions, unless the context otherwise requires, the following words have the following meanings:

Agent	means the letting agent to whom the Services are provided;
Agreement	means the agreement between the Agent and Keysafe for supply of the Services;
Conditions	means these terms and conditions;
Fee(s)	means the fee(s) payable to Keysafe for the Services as agreed between the Agent and Keysafe;
Keysafe	means Keysafe (UK) Limited of The Granary, Iscoyd Park, Nr Whitchurch SY13 3AW;
Report	means the tenant reference report compiled by Keysafe as part of the Services;
Services	means the services including the provision of the Report that Keysafe agrees to provide to the agent in accordance with clause 2 of these Conditions.

1. Agreements

These Conditions apply to all Agreements between Keysafe and the Agent.

- 1.1. Any Agreement will be on these Conditions to the exclusion of all other representations, warranties, terms and conditions whether rendered prior to or subsequent to these Conditions (including without limitation any terms or conditions which the Agent purports to apply).
- 1.2. No variation of Agreement shall be binding unless agreed in writing between the authorised representative of Keysafe and the Agent.

2. The Services

- 2.1. The Report is provided for the primary purpose of allowing the landlord of a property whom the Agent is representing to access rental protection and legal costs insurance. Keysafe recommends that all landlords protect themselves as comprehensively as possible and cannot be held responsible for any losses incurred by a failure to do so.
- 2.2. Keysafe shall supply the Agent with the Services exercising all reasonable care and skill. Notwithstanding anything herein, Keysafe shall not be liable for the accuracy of the information provided and none of such information shall be regarded as advice from Keysafe. Keysafe shall not be liable to the Agent for any decision made by the Agent acting upon the information provided.
- 2.3. Keysafe provides information about prospective tenants in the Report which it has compiled. The facts and opinions expressed in our reports are given strictly upon the Conditions and without any responsibility or liability whatsoever on the part of Keysafe for or in respect of any of such facts or opinions or any defect in or omission from such facts or opinions.

3. Agent Obligations

- 3.1. Agent hereby warrants and represents to Keysafe that it will co-operate with Keysafe and provide Keysafe with such information and assistance as Keysafe may reasonably require in order to enable or facilitate Keysafe to duly and punctually provide the Services.
- 3.2. The Agent shall be responsible for obtaining sufficient photographic identification from the prospective tenant to properly identify him/her and until such time as the Agent has fulfilled this obligation, the Report in respect of such tenant shall be considered invalid.

4. Payment

- 4.1. In consideration of performance of the Services, the Agent shall pay the Fees within 30 days of the date of an invoice from Keysafe.
- 4.2. All amounts stated are exclusive of VAT, which will be charged in addition at the rate in force at the time the Agent is required to make payment.
- 4.3. Keysafe shall be entitled to charge interest on late payments at the rate of 4% above the base rate of HSBC Bank Plc current during that time on any amount outstanding, which is not paid in accordance with this clause.

5. Confidentiality

Each party shall ensure that any confidential information disclosed to it by the other shall not be used or disclosed save as is strictly necessary for the purposes of any Agreement and shall return to the other promptly on request any such confidential information provided by the other on any media.

6. Liability

- 6.1. Neither party excludes or limits liability to the other party for fraud nor for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 6.2. Subject to clause 6.1 above:
 - 6.2.1. Keysafe's liability in contract, tort or otherwise howsoever arising out of or in connection with the Agreement shall in aggregate not exceed the Fees paid by the Agent for the Services which directly relate to the event giving rise to such liability; and
 - 6.2.2. Keysafe shall not be liable to the Agent in contract, tort or otherwise howsoever arising out of or in connection with the Agreement for any indirect loss, consequential loss, loss of profits, business opportunity, goodwill or reputation, general, special, incidental, exemplary or other damages arising from a breach by Keysafe.
- 6.3. No terms set out in these Conditions or in any Agreement shall affect the statutory rights of the Agent.

7. Data Protection

The parties undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of the Conditions or Agreement.

8. Exclusivity and Sub-Contracting

- 8.1. the Services shall not be exclusive to the Agent (meaning that Keysafe may provide equivalent services to any third party).
- 8.2. Keysafe shall be entitled to sub-contract any of the Services to a suitable third party.

9. General

- 9.1. Failure by Keysafe to exercise or enforce any right under these Conditions shall not be deemed to be a waiver of any such right nor operate so as to prevent the exercise or enforcement of such right on any other occasion.
- 9.2. If any part, term or provision of any Agreement or these Conditions be held illegal or unenforceable, the validity or enforceability of the remainder of that Agreement or these Conditions shall not be affected.
- 9.3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any Agreement or these Conditions and no person other than the parties to the Agreement or these terms shall have any rights under them, nor shall they be enforceable under that Act by any person other than the parties to them.
- 9.4. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the Agent and Keysafe or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.
- 9.5. These Conditions and any Agreement under them set out the entire agreement and understanding between the parties in respect of its subject matter and the Agent acknowledges that it has entered into such Agreement in reliance only upon the representations, warranties and promises expressly contained or incorporated in these Conditions and/or Agreement and save as expressly set out therein, Keysafe shall have no liability in respect of any other representation, warranties or promise made or given prior to the date of the Agreements, howsoever made or given, unless it was made or given fraudulently.
- 9.6. This Agreement shall be governed and construed in accordance with the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.