

## Terms and conditions of supply - Smartlandlord

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Products and/or Services (**Products and/or Services**) listed on our website [www.smartlandlord.co.uk](http://www.smartlandlord.co.uk) (**our site**) to you. Please read these terms and conditions carefully before ordering any Products and/or Services from our site. You should understand that by ordering any of our Products and/or Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

You will be asked to click on a button to accept these terms and conditions before you commit to purchase of the Product or Service. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products and/or Services from our site.

### 1. INFORMATION ABOUT US

1.1 [www.smartlandlord.co.uk](http://www.smartlandlord.co.uk) is a site operated by Smartlandlord.co.uk Limited (**we**). We are registered in England and Wales under company number 06631743 and with our registered office at Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Our main trading address is 3<sup>rd</sup> Floor, 40 Mitre Street, London EC3A 5BZ. Our VAT number is [44 72847 24].

1.2 We are regulated by the Financial Services Authority (registration Number 487665).

### 2. SERVICE AVAILABILITY

Our site is only intended for use by people resident in the UK. We do not accept orders from individuals outside the UK.

### 3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old;
- (c) You are resident in the UK.

#### 4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product or Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail (the **Order Confirmation Email**). The contract between us (**Contract**) will only be formed when we send you the Order Confirmation Email.
- 4.2 The Contract will relate only to those Products and/or Services confirmed in the Order Confirmation Email. .

#### 5. CONSUMER RIGHTS

- 5.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10). In the case of Services, the period ends 7 working days after the order is placed unless, by agreement, the Services actually begin before that date.
- 5.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 5.3 You will not have any right to cancel a Contract for the supply of any of the following Products and/or Services:
- Let & Manage
    - Find a tenant
    - Energy performance certificate (EPC)
    - Tenant referencing
  - Buy & Sell
    - Sell tenanted properties

- Home information packs (HIPs)
- Property valuation report
- Tax
  - Tax advice
  - Tax helpline
  - Tax return filing

## **6. AVAILABILITY AND DELIVERY**

Your order will be fulfilled by the delivery date set out in the Order Confirmation Email or, if no delivery date is specified, then within a reasonable time of the date of the Order Confirmation Email, unless there are exceptional circumstances.

## **7. RISK AND TITLE**

- 7.1 The Products and/or Services will be at your risk from the time of delivery.
- 7.2 Ownership of the Products and/or Services will only pass to you when we receive full payment of all sums due in respect of the Products and/or Services, including delivery charges.

## **8. PRICE AND PAYMENT**

- 8.1 The price of any Products and/or Services will be as quoted on our site from time to time, except in cases of obvious error.
- 8.2 These prices include VAT and costs of delivery.
- 8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Order Confirmation Email.
- 8.4 Our site contains a large number of Products and/or Services and it is always possible that, despite our best efforts, some of the Products and/or Services listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's or Service's correct price is less than our stated price, we will charge the lower amount when

dispatching the Product to you or providing the Service. If a Product's or Service's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product or providing the Service, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Product and/or Service to you at the incorrect (lower) price, even after we have sent you a Order Confirmation Email, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

8.6 Payment for all Products and/or Services must be by credit or debit card. We accept payment with Mastercard, Visa, Maestro, Solo, Electron and Diners Club. We will charge your credit / debit card when the order is placed.

## **9. OUR REFUNDS POLICY**

9.1 When you return a Product to us:

- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 5.1 ([www.practicallaw.com/A](http://www.practicallaw.com/A) above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- (b) for any other reason (for instance, because have notified us in accordance with paragraph 18 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products and/or Services returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

9.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 10. OUR LIABILITY

- 10.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which Products and/or Services of the kind are commonly supplied.
- 10.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product and/or Service you purchased.
- 10.3 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or
  - (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 10.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
- (a) loss of income or revenue
  - (b) loss of business
  - (c) loss of profits or contracts
  - (d) loss of anticipated savings
  - (e) loss of data
  - (f) loss of data, or
  - (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise , even if foreseeable;

provided that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 11.4.

## 11. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For

contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 12. NOTICES

All notices given by you to us must be given to Smartlandlord.co.uk Limited at 3<sup>rd</sup> Floor, 40 Mitre Street, London EC3A 5BZ **OR** info@smartlandlord.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.

- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.
- (g) Non performance by suppliers or subcontractors.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 15. **WAIVER**

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

## 16. **SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **17. ENTIRE AGREEMENT**

- 17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 18.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, agreement we have with our suppliers, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 18.2 You will be subject to the policies and terms and conditions in force at the time that you order Products and/or Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation Email (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products and/or Services).

## **19. LAW AND JURISDICTION**

Contracts for the purchase of Products and/or Services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or

claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.