

## Agent Terms and Conditions

### 1 Introduction

1.1 This website is operated by LetsBid4Lets Limited trading as "LetsBid4Lets.com". The references to "we", "us" and "our" are references to LetsBid4Lets Limited trading as LetsBid4Lets.com. References to "you" are references to you the Letting Agent registering to use the services via this website whether doing so directly for themselves or on behalf of another person.

1.2 If you have any questions regarding the website or these terms and conditions, you can contact us at:

LetsBid4Lets Limited	
Tel:	02392 315119
Email:	info@letsbid4lets.com
VAT Registration No.	153 6280 16
Company Reg No.	08317219 in England & Wales
Registered Office	Lynton House, 7/12 Tavistock Street, London, WC1H 9BQ

1.3 These terms and conditions apply upon use of the service. Should you not agree with our terms and conditions, please do not use LetsBid4Lets.com. By using our website, you are deemed to accept our terms and conditions.

### 2 Scope

2.1 These terms and conditions are a legal agreement between Us and You and apply to your use of the website. You must read and accept all the terms and conditions contained in this agreement and our privacy statement prior to registering with us and before offering a property for rent through our website. All the properties uploaded by You MUST be in England or Wales. These terms relate to properties in England and Wales only. The language of this Agreement is in English. LetsBid4Lets.com reserve the right to amend the terms and conditions without notice.

2.2 In order to register with us you will need to input a password. You should not disclose or transfer your password outside your business and you must notify us immediately if you become aware of any unauthorised use of your user name and/or password.

2.3 Without prejudice to our rights, we may suspend your access to the website without liability to you if in our reasonable opinion such action is necessary to safeguard the website.

### 3 The Properties

3.1 When uploading a property onto our website you warrant that the particulars with regard to the property are full and true and not misleading. Your property will remain listed for a period of up to 30 days from the date it was uploaded. Please note that we cannot be held responsible for any misrepresentation of the information uploaded.

3.2 You the Agent, by subscribing to this service agree that you may be subject to a Money Laundering check. A Money Laundering check may be processed more than once depending on your use of the services.

3.3 If a deposit is required you must clearly set out the amount. By placing a property on our website you warrant that if a deposit has been taken, it will be protected in accordance with any statutory obligations, from time to time in force. You also agree that the tenancy agreement will comply in all respects with the Housing Act 1988 (as amended).

3.4 Please have available all relevant gas and electricity safety certificates and any other documents pertaining to the letting in order to provide copies to the tenants.

3.5 You must set a rent reserve for bids below which you will not accept.

3.6 All Tenants must register with LetsBid4Lets.com and agree to the Terms and Conditions which includes their authority for the "Master Tenant" to bid on their behalf.

3.7 You must view and retain copies of 2 forms of ID, one of which must be photographic. A passport is highly recommended and is mandatory for a foreign national. If the latter, you must view the original Visa which gives details of the applicants right to work and live in the UK. You must also note any specific requirements on the applicants referencing certificate report and comply with them, for e.g. Proof of Residency. These conditions support all other services.

3.8 You may (but are not obliged to) nominate a "Rent it Now Price". A Rent It Now Price is a figure at which you are prepared to let the property without further bidding taking place. As soon as an offer is made at the Rent It Now Price the auction process will come to an end.

## **4 Bid and Placement**

4.1 All bids placed by a prospective tenant are subject to Our/Your acceptance. We reserve the right at all times and at our sole discretion to refuse to accept a bid for any reason and without liability to you or to the person placing the bid. The contract for the letting of the property will be between you and the tenant. We will not be a party to that contract and accept no liability in respect of that contract.

4.2 Our decision on any matter pertaining to the lodging of bids or offers and the conduct of the auction is final save in the case of manifest or obvious error.

4.3 The uploading of a property onto our website requires you to select one of a number of pre-determined Auction Periods. An Auction Period is the period (selected by you) during which a property is available for rent (subject to such terms as appear on the website) and is open to bids. Once a bid has been placed a property cannot be withdrawn by you except in accordance with this Agreement. You will have an opportunity to review all the particulars of a property as well as the reserve you have set before a listing is finalised and a bid has been placed.

4.4 All bids will be in pounds sterling per calendar month.

4.5 Once set you will only be able to alter a reserve before the first bid is received but you will be able to review all the particulars relating to a property including the reserve before a listing is finalised.

## **5 Descriptions and Property Information**

5.1 You warrant the accuracy of the particulars of properties offered by you for rent and we are not responsible in any way for any misdescriptions that have been provided by you. In particular you warrant that the deposit arrangements, information as to certificates for the provision of gas and electricity as well as the terms of the AST agreements are accurate and true and not misleading. Furthermore, any requirement to pay anything in addition to rent must be clearly set out and must be inclusive of VAT (if any).

5.2 No statement, description, information, warranty, condition or recommendation contained in any document or communication made verbally by any of our employees shall be construed to supplement, vary or override in any way of the provisions of these terms.

## **6 Our Fees**

6.1 You will pay us an upfront monthly fee at the prevailing rate plus VAT at the prevailing rate as agreed at registration.

## **7 Tenant Referencing**

7.1 The tenant's bidding is subsequent to successful tenant referencing. Once a Tenant Reference has been obtained from an LetsBid4Lets authorised tenant referencing provider, it will last for 60 days and can be utilised in that period to make bids on properties featured on our website. A tenant reference will determine the maximum rent (in monthly terms) that prospective tenant(s) can pay and accordingly the maximum amount the prospective tenant(s) can bid for a property. Bids are only possible once full reference(s) has been provided and completed by LetsBid4Lets.com authorised tenant referencing provider.

## **8 Successful Winning Bids**

8.1 The auction will stop as soon as the Rent It Now Price the Make an Offer results in a bid being accepted. Tenants can only be the highest bidder on one property at a time.

## **9 Contact Details**

9.1 You warrant that your contact details are accurately set out and are accessible from the link to the property on which the bid has been made.

## **10 Limitation of Liability**

- 10.1 For any and all acts of omissions of our employees, agents or sub contractors occurring in any year of this agreement shall be limited to the charges for the services during that year of this agreement.
- 10.2 To the extent prevented by law nothing in these terms shall limit or exclude our liability for personal injury or death caused by our negligent acts or omissions.

## **11 You Warrant**

- 11.1 That all properties uploaded by you are in England & Wales (clause 2.1);
- 11.2 That the terms and all other details and documents uploaded by you are accurate and true and not misleading (clause 5.1);
- 11.3 That you will not seek any further reference from a tenant other than the tenant reference obtained through LetsBid4Lets authorised tenant referencing provider;
- 11.4 That you will enter into the AST agreement with the prospective tenant who offers the Rent It Now price (clause 8.1) or wins the bid;
- 11.5 That you will not withdraw a property from auction, save for mitigating circumstances which prevents the winning bidders from taking up residency;

## **12 Trademarks, Copyright, Intellectual Property**

- 12.1 The LetsBid4Lets trade mark remains our exclusive property and as such is protected by international and UK copyright and other intellectual property laws.

## **13 Data Protection**

- 13.1 Any personal information supplied to us when using our website will be used in accordance with our privacy statement set out in clause 14.

## **14 Privacy Statement**

- 14.1 We take the issue of the privacy and protection of personal data very seriously. We are committed to complying with all relevant Data Protection legislation. We use internet technology (sometimes known as 'cookies') to store the information that you give us. We may from time to time contact you with regard to our products and services. You can at any time request that we make no further contact with you by emailing us at [info@letsbid4lets.com](mailto:info@letsbid4lets.com). No form of communication over the internet is totally secure. We and our authorised 3rd party service providers will always use reasonable endeavours to protect the personal information that you give us but we cannot guarantee security totally and in registering with us you are acknowledging that you are placing your personal information on the internet at your own risk.
- 14.2 It is possible that links on our website will lead to websites which are not under our control. In accessing these websites you leave our control. Accordingly, we can accept no responsibility or liability in respect of these other websites. You should take every reasonable precaution in accessing these sites and you are solely responsible for so doing.

## **15 Post Bid Variance**

- 15.1 Once a property has been let via LetsBid4Lets.com any variances between you and the tenant are to be resolved jointly between you and the tenant. We are not responsible in any way for any disagreements or disputes that may arise during the term of any tenancy. We are not responsible for securing any deposit required by You the Agent. Likewise we are not responsible for securing the tenancy agreement.

## **16 Web Service Availability**

- 16.1 Due to the nature of the internet occasionally we may periodically experience some technical difficulties or down time. Accordingly we cannot guarantee access to the site and cannot be held liable for any disruption to our service as a result thereof. Whilst we make all reasonable endeavours, with skill and care to ensure the accuracy and timeliness of your data, we have no control over viewings, management of properties, quality and safety of items advertised, the accuracy of listing or feedback or whether a user will complete the transaction and accordingly we cannot accept responsibility or liability in any way for any such matters.
- 16.2 We will make reasonable endeavours to ensure your property is listed on property portal websites, such as Rightmove, however, we cannot guarantee that your property will be listed and are not responsible for any problems or difficulties that may relate to their site.

## **17 Jurisdiction**

17.1 This Agreement is subject to the laws of England and Wales and to the non-exclusive jurisdiction of its courts.

## **18 Third Party Exclusion**

18.1 You and We are the only parties to this agreement. Nothing in this agreement is intended to give any person any right to enforce any term of this agreement, other than required to support other services within this product such as Tenant Referencing.