

Terms of Use

Introduction

Your use of the Peace of Mind Lettings Website at www.peaceofmindlettings.co.uk and the Online Platform is governed by these Terms of Use.

This document (referred to as our 'Terms of Use') gives you information about the terms upon which we agree to provide, permit and allow you access and use of the Website and Online Platform. We encourage you to print off a copy of this document and refer to it as you use our Systems and Services.

If it is necessary to change the Terms of Use or add or remove any part at any time we will post such changes on www.peaceofmindlettings.co.uk. It is your responsibility to check the Website for any changes. You agree to be bound by such changes if you should continue to use the Systems and Services.

IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SYSTEMS AND SERVICES. YOUR CONTINUED USE OF THE SYSTEMS AND SERVICES NOW OR FOLLOWING THE POSTING OF ANY SUCH CHANGES WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS AND OF ANY SUCH CHANGES.

What do words and phrases mean in these terms?

'Account' means your Account that we operate and you control within the Online Platform. For the avoidance of doubt, this includes the area where you instruct Peace of Mind Lettings and manage the process of a let and/or rent (including all marketing services).

'Complimentary' means free of charge without financial consideration.

'Content' means all of the content, documents, information and matters on or in your Account or contained within the Website and or Online Platform, whether through the Website and/or Online Platform or uploaded manually.

'Online Platform' means the Complimentary software provided to customers in accordance with these Terms of Use.

'Fully Managed service' means our fully managed service offered from time to time. For further information, please visit www.peaceofmindlettings.co.uk/letting.

'Part Managed service' means our rent collect service offered from time to time. For further information, please visit www.peaceofmindlettings.co.uk/letting.

'Privacy Policy' means the Privacy Policy as amended from time to time and published on the Website and Online Platform.

'Products & Services' means all and each of the products and/or services offered from time to time by Peace of Mind Lettings within the Website and Online Platform.

'Systems' means the Website and Complimentary access to the Online Platform.

'Terms' means these Terms of Use and Privacy Policy as amended from time to time.

'User' means you or anyone who uses the Systems

'Website' means www.peaceofmindlettings.co.uk, including all systems, Software and processes hosted therein.

Acceptable use terms

There are rules and standards that you must abide by in connection with your use of the Systems. This is for the protection of all Users.

Peace of Mind Lettings has the right to enforce those guidelines as it deems appropriate in its sole discretion. This means that if you, or anyone using your Account, Peace of Mind Lettings password or identifying information, violate these Terms, Peace of Mind Lettings may take any and all actions from the issuance of a warning to terminating your right to use the Systems (without refund or part credit of any fees paid) to involvement of the appropriate authorities that Peace of Mind Lettings deems necessary or appropriate. Peace of Mind Lettings are not required to provide notice prior to terminate your right to use the Systems for violating these Terms, but it may choose to do so.

BY USING THE SYSTEMS, YOU AGREE TO WAIVE ANY CLAIMS YOU MAY HAVE AGAINST PEACE OF MIND LETTINGS, AND TO HOLD PEACE OF MIND LETTINGS HARMLESS AND INDEMNIFY PEACE OF MIND LETTINGS WITH RESPECT TO ANY CLAIMS RELATING TO ANY ACTION TAKEN BY PEACE OF MIND LETTINGS AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED OR THE WITHDRAWAL OF THE SYSTEMS WHETHER TEMPORARILY OR PERMANENT. THIS MEANS THAT YOU CANNOT SUE PEACE OF MIND LETTINGS OR RECOVER ANY DAMAGES WHATSOEVER FROM PEACE OF MIND LETTINGS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SYSTEMS, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF PEACE OF MIND LETTINGS' CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

Disclaimer of Warranties; Liability Limitations

You expressly agree that your use of, or inability to use, the Systems is at your sole risk. The Systems are provided 'as-is' and 'as-available' for use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

In no case shall Peace of Mind Lettings, its Directors, Officers, Employees, Affiliates, Agents or Contractors be liable for any direct, indirect, incidental, special or consequential damages arising from your use of any of the Systems or for any other claim related in any way to your use of the Systems.

Notices

Peace of Mind Lettings may send you notices with respect to the Systems by sending an e-mail message to the email address listed in your Peace of Mind Lettings Account or by sending a letter via postal mail to the contact address listed in your Peace of Mind Lettings Account.

Legal principles

You agree that these Terms are not intended to confer and do not confer any rights or remedies upon any person other than you, as a User of the Systems, and Peace of Mind Lettings.

If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Peace of Mind Lettings failure to enforce any right or provisions in the Terms will not constitute a waiver of such provision, or any other provision of the Terms.

The personal information which you give to Peace of Mind Lettings when registering for access to the Systems will be used in connection with your use of the Systems and will be transferred to and maintained in Peace of Mind Lettings records in the United Kingdom. If you do not consent to this transfer, do not accept these terms and conditions.

Special Provisions

Peace of Mind Lettings does not guarantee or warrant that any photos, photobooks, digital images, data or text (collectively, 'Content' for the purpose of this provision) you create, upload, send or store for the purpose of your use of the Systems will not be subject to inadvertent damage, corruption or destruction. If any Content is damaged, lost or corrupted in any way, Peace of Mind Lettings will have no obligation or liability to you. You are solely responsible for your use of the Systems, including all Content you generate or upload to Peace of Mind Lettings. Peace of Mind Lettings is not and will not be responsible for what is contained in any such Content.

No ownership

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in a Peace of Mind Lettings Systems or the Software.

Our Privacy Policy

You understand that by using the Systems, you consent and agree to the collection and use of certain information about you and your use of the Website in accordance with our Privacy Policy. You further consent and agree that we may collect, use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Systems, and any features therein, to you. Information collected by us when you use the Systems may also include technical or diagnostic information related to your use that may be used by us to support, improve and enhance our Systems. For more information please read our full Privacy Policy.

Registration

In order to take advantage of the Online Platform you will need to register on www.peaceofmindlettings.co.uk.

You must provide accurate information about yourself and agree to our verification process. We will as part of that process take details of your IP address. By registering with Peace of Mind Lettings you give us express permission to do so. Once registration is complete we will open you an Account free of charge, which will give you access to the Online Platform.

You should keep all your Account information, user names and passwords secret and do not disclose the details to anyone. Please refer to the Terms of Use for further information, terms and conditions.

Access to the Online Platform

Once you have registered with Peace of Mind Lettings you will be given access to the Online Platform. You will then be able to use the Online Platform subject to these Terms of Use, the Privacy Policy and any other terms and conditions you have agreed to. Please ensure you have full knowledge of these terms and conditions.

Booking a free valuation

A free valuation is available with all of our Products and Services

Your agreement

You agree that you will NOT use the Systems to:

stalk, harass, threaten or harm another;

pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person, entity, another User, a Peace of Mind Lettings employee, or , or otherwise misrepresent your affiliation with a person or entity (Peace of Mind Lettings reserves the right to reject or block any Peace of Mind Lettings ID or e-mail address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);

engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Systems (or any part thereof), or any other computer software or hardware;

interfere with or disrupt the Systems (including accessing the Systems through any automated means, like scripts or web crawlers), or any servers or networks connected to the Systems, or any policies, requirements or regulations of networks connected to the Systems (including any unauthorised access to, use or monitoring of data or traffic thereon);

plan or engage in any illegal activity; and/or

gather and store personal information on any other Users of the Systems to be used in connection with any of the foregoing prohibited activities.

You further agree:

not to reveal your Account information to anyone;

that you are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Peace of Mind Lettings of any security breach;

that the Products and Services are designed and intended for personal use on an individual basis and you should not share your Account information and/or password details with other individuals and/or corporate bodies;

that provided we have exercised reasonable skill and due care, Peace of Mind Lettings shall not be responsible for any losses arising out of the unauthorised use of your Account resulting from you not following these rules;

Peace of Mind Lettings will never ask you to reveal your account password either verbally or in writing;

to provide accurate and complete information when you register with, and as you use the Systems and you agree to update your account information to keep it accurate and complete.

that failure to provide accurate, current and complete Account information and data may result in the suspension and/or termination of your Account and/or Products and Services (without refund or part credit of fees paid).

Access to your Account

Peace of Mind Lettings reserves the right to take steps Peace of Mind Lettings believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Peace of Mind Lettings may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as Peace of Mind Lettings believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Peace of Mind Lettings, its Users, a third party, or the public as required or permitted by law.

As part of the process of using the Systems certain personal information will need to be disclosed to third parties such as a Landlord, prospective Tenant and such others as Peace of Mind Lettings deems necessary to enable them to provide the Systems. By agreeing to these Terms you agree and accept that such information can be disclosed.

For the avoidance of doubt, Peace of Mind Lettings reserves the right to take control of your Account, including changing your login details and password, in order to enforce all or any element of these Terms or Service Agreement.

Using your information

A prospective Tenant is someone wishing to view a property, to provide feedback, to make an offer to let or who agrees a let. Peace of Mind Lettings will need to disclose the name, address and contact details of the prospective Tenant to the Landlord (and vice versa) in advance of a viewing or

any subsequent viewing taking place at the Landlord's property. By participating in any of the above processes or services, you agree for your information to be disclosed.

The Data Protection Act 1998.

The Telecommunications (Data Protection and Privacy) (Direct Marketing).

Regulations 1998 4.4.3 The Consumer Protection Distance Selling Regulations 2000.

All personal data acquired by Peace of Mind Lettings from you shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of you, other than in circumstances detailed in this Agreement.

Nothing in this Agreement shall oblige you to disclose any information to Peace of Mind Lettings if it is of the view that to do so would be a breach of the Data Protection Act 1998.

Peace of Mind Lettings shall indemnify you for any breach of the legislation above, which renders you liable for any costs, fines, claims or expenses howsoever arising. In fulfilment of its obligations above, Peace of Mind Lettings will have in place and will maintain at all times the Information Standards which will deal comprehensively with:

The protection of the confidentiality, integrity and security of all and any information supplied to Peace of Mind Lettings by you;

The audit and accounting procedures in place to deal with the requirements of this clause;

The reliability and training of staff to ensure awareness of (and compliance with) their obligations;

Any other measures and procedures to ensure that Peace of Mind Lettings obligations under the above clauses are met.

Links and other third party materials

Certain content, components or features of the Systems may include materials and/or services from third parties and/or hyperlinks to other web sites, resources or Content. Because Peace of Mind Lettings may have no control over such third party sites, services and/or materials, you acknowledge and agree that Peace of Mind Lettings is not responsible for the availability of such sites, services or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, Systems or materials on or available from such sites or resources. You further acknowledge and agree that Peace of Mind Lettings shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such content, advertising, systems or materials on or available from such sites or resources.