

PLEASE READ THESE TERMS CAREFULLY BEFORE SUBMITTING YOUR ORDER FOR SERVICES

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we make the property management solution known as "LetGate" available to you via our website at www.letgate.co.uk (the **Service**).
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.
- 1.3. **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - 1.3.1. You are an individual.
 - 1.3.2. You are buying the Service from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Any variation to these terms and any statements made by us or our employees about the Services shall not be binding on us unless expressly agreed in writing by us and signed by our authorised representative.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are A2W Solutions Limited a company registered in England and Wales under company number 06853243 and with our registered office at Wessex House, Upper Market Street, Eastleigh, Hampshire, SO50 9FD. Our main trading address is Dunbar House, 3 Sheepscar Court, Leeds, LS7 2BB. Our VAT number is GB 836 7600 14.
- 2.2. **Our website.** We operate the website letgate.co.uk (**Site**).
- 2.3. **How to contact us.** You can contact us by telephoning our customer service team at +44 113 247 3946 or by writing to us at info@letgate.co.uk and Dunbar House, 3 Sheepscar Court, Leeds, LS7 2BB.
- 2.4. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.5. **"Writing" includes emails.** When we use the words "**writing**" or "**written**" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **How you can place your order.** Each order for Services by you to us is an offer shall be an offer by you to purchase the Services and these terms will apply. Please ensure that you read these terms carefully before you submit your order.
- 3.2. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept your order (**Order Confirmation**) and provide you with a username and password at which point the Contract shall come into existence between you and us.
- 3.3. **You must be over 18.** If you are an individual you may only purchase Services from us if you are over 18.
- 3.4. You must have authority to bind any business on whose behalf you use the Site to purchase Services.
- 3.5. **The Contract is in English.** These terms, and any Contract between us, are only in the English language.

4. ACCESS LICENCES AND TENANCIES

- 4.1. **What rights you are granted.** Once you have paid for the Access Licences in accordance with clause 10.1 we give you a non-exclusive right to allow you, your employees and your tenants (**Users**) to use the Services and any documentation and audio-visual material that we make available to you via the Site (**Documentation**) solely for the purpose of your property letting business. You may not transfer this right to another person.
- 4.2. **Limits on the number of Users.** In relation to the Users: (i) the maximum number of Users that you authorise to access and use the Services and the Documentation must not exceed any limits that we specify on our Site; (ii) you must not allow any Access Licence to be used by more than one individual User; (iii) each User must keep a secure password for his use of the Service and must keep his password confidential.
- 4.3. **Limits on the number of Tenancies.** The Service allows you to set up a profile for a tenancy of a residential property (including a tenancy of a flat, house or house in multiple occupation (**Tenancy**)). The maximum number of Tenancies that you set up within the Service must not exceed any limits that we specify on our Site. Additional charges may be payable for extra Tenancies.
- 4.4. **Only you are granted the rights.** The rights granted under this clause 4 are only granted to you; they are not granted to any of your subsidiary or holding companies.
- 4.5. **How you can buy additional Access Licences and/or Tenancies.** If you wish to buy additional Access Licences and/or Tenancies, you must make a written request to us. We shall evaluate your request and shall respond to you with our approval or rejection of the request. If we approve your request to buy additional Access Licences and/or Tenancies, you must pay us the relevant fees for the additional Access Licences and/or Tenancies as set out in the Documentation or otherwise notified to you by us.
- 4.6. Any other use of the Service that is not in accordance with this clause 4 is subject to our prior written consent and additional licence fee which we shall determine.

5. USE OF OUR SITE

- 5.1. **Restrictions on using our site.** You and your Users must not access, store, distribute or transmit any viruses, trojans, worms, logic bombs or other material which are malicious or technologically harmful or any material during the course of your or your Users' use of the Services that is: unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 5.2. **We may suspend your use if you do not use the site properly or if necessary to protect the Site.** If you breach clause 5.1 we may (but are not obliged to) disable your or any User's access to the offending material and or may disable your or the User's access to the Service. We may also suspend the performance of the Services (including blocking your or any User's access to the Services) if we reasonably believe that suspension is necessary to protect or maintain the integrity or security to the Services.
- 5.3. **You must not copy the Software.** You and your Users must not, except as may be allowed by any applicable law which cannot be excluded by agreement between you and us:
 - 5.3.1. and except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the online software applications that we provide as part of the Service (**Software**) and/or any Documentation in any form or media or by any means; or
 - 5.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 5.4. **You must not use the Services to build a competing product.** You and your Users must not access all or any part of the Services and Documentation in order to build a product or service which competes with the Services.
- 5.5. **You must not use the Services to provide services to third parties.** You and your Users must not:
 - 5.5.1. use the Services to provide services to third parties;
 - 5.5.2. unless expressly permitted by us in writing, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users; or
 - 5.5.3. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under clause 4.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1. **Minor changes to the Services.** From time to time we may change the Service:
 - 6.1.1. to reflect changes in relevant laws and regulatory requirements; and
 - 6.1.2. to implement technical adjustments and improvements, for example to address a security threat, to remove unused features from the Service, to add new features and functionality to the Service or to update the Software.

7. PROVIDING THE SERVICES

- 7.1. **We will provide the Services to you. The Contract will automatically renew.** We will begin providing the Services on the date set out in the Order Confirmation. Unless you end the Contract as described in clause 15 or we end the Contract by written notice to you as described in clause 17 the Contract shall continue for the initial subscription term specified in the Order Confirmation (**Subscription Term**) and after that the Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**) from the expiry of the Subscription Term.
- 7.2. **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services you have paid for but not received.
- 7.3. **What will happen if you do not use the Services properly.** You and the Users must use the Services in accordance with our instructions as set out in the Documentation. If you or your Users use the Services contrary to our instructions, or modify or alter the Services then we may not be able to supply the Services to you and we may end the Contract (and clause 17.1.2 will apply).
- 7.4. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Service to you, for example, details of the Tenancies and Users. If so, this will have been stated in the Documentation on our Site. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 17.1.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.5. **The Service will not be uninterrupted or error free or meet all your requirements.** We do not warrant that your use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by you through the Services will meet your requirements.
- 7.6. **We are not responsible for delays in IT communications facilities.** The Services may be subject to limitations, delays and other problems inherent in the use of IT communications facilities. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

8. CUSTOMER DATA

- 8.1. **You own and are responsible for Customer Data.** You shall own all right, title and interest in and to all of the data input by you, Users and us (on your behalf) for the purpose of using the Services or facilitating your use of the Services (**Customer Data**) and you are responsible for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2. **You must take copies of documents you upload to the Site.** You must take and retain copies of any documents that you upload to the Site. If any Customer Data is lost or damaged all we will do is use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us.
- 8.3. **You must comply with relevant data protection laws.** If we process any personal data on your behalf when performing our obligations under the Contract (for example the names, addresses and other information relating to your tenants) you shall be the data controller and we shall be a data processor and in any such case:
 - 8.3.1. the personal data may be transferred or stored outside the EEA or the country where you and the Users are located in order to carry out the Services and our other obligations under the Contract;
 - 8.3.2. you must ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with the Contract on your behalf;
 - 8.3.3. you must make sure that all the relevant people have been told about the use, processing and transfer of their data as required by data protection laws and have agreed to such use; and
 - 8.3.4. we must both take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

9. YOUR OBLIGATIONS

- 9.1. **You must comply with laws and regulations.** You are responsible for complying with all laws and regulations that apply to your property letting business. This includes (but is not limited to) complying with all health and safety laws and regulations that apply to your property such as ensuring that gas appliances are maintained in good order, soft furnishings comply with fire safety legislation, appropriate smoke detectors are fitted, electrical equipment provided at your property is safe
- 9.2. **You are responsible for insuring your property.** You are responsible for ensuring that you maintain appropriate insurance cover for your property letting business and you comply with the terms of such insurance.
 - 9.2.1. **You are responsible for your IT systems.** From time to time we will let you know what specifications are needed to access the Services and it is your responsibility to make sure that your network and systems comply with such specifications. You may not be able to access the Service if your IT systems do not comply with our specifications.
 - 9.2.2. **We are not responsible for your IT systems.** You, not us, are responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and you are responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.
 - 9.2.3. **You must only use the Service to manage your property letting business.** You must only use the Services for the purposes of managing your Tenancies. You must not use the Services for any other purpose for example you must not use the Services as a general document, data or photograph storage facility.
- 9.3. **Your use of the Service must be fair because the Service is shared with other customers.** The technological infrastructure via which the Services are provided is also used by us to provide similar services to other customers; Accordingly, you must comply with any fair usage directions that we give you from time to time regarding your use of the Services (this may include limits regarding the amount of data storage space that you and our other customers use). You must also not use the Services in a way that is likely to or does cause interference, damage or delay to the provision of services to our other customers.
- 9.4. **Business customers must make sure their Users comply with these terms.** If you are a business customer you must ensure that these terms are brought to the attention of your Users; You must ensure that the Users use the Service in accordance with these terms and you shall be responsible for any User's failure to do so.
- 9.5. **You are responsible for your Tenancies.** Although the Service may provide certain functionality which allows you to communicate with your tenants and manage your Tenancies, you are responsible for ensuring that your tenants receive any communication that you send to them and that you receive any communication that your tenants send to you; you are also responsible for regularly checking the condition of your properties and carrying out appropriate repair and maintenance of your properties.

10. CHARGES AND PAYMENT

- 10.1. **Where to find the price for the Services.** The fees for the access licences purchased by you pursuant to this clause which entitle the Users to access and use the Services in accordance with the Contract (**Access Licences**) (which includes VAT) will be the price indicated on the order pages when you placed your order (**Fees**). By placing your order you agree to pay:

- 10.1.1. The Fees; and
- 10.1.2. Any applicable additional charges, details of which are set out below.
- 10.1.3. We take all reasonable care to ensure that the price of the Access Licences advised to you is correct. However please see clause 10.5 for what happens if we discover an error in the price of the Services you order.
- 10.2. **What additional charges may be payable.** The following additional charges will be payable by debit or credit card, if you:
- 10.2.1. exceed the amount of data storage space specified in the Documentation, you agree to pay our current fees for excess storage which are specified in the Documentation;
- 10.2.2. would like extra Tenancies, a fee for extra Tenancies as notified to you at the time you place your order for extra Tenancies will become payable by you and must be paid before you can add extra Tenancies;
- 10.2.3. would like extra Access Licences, a fee for extra Access Licences as notified to you at the time you place your order for extra Access Licences will become payable by you and must be paid before you can add extra Access Licences; and
- 10.2.4. Terminate the Contract within 30 days after the Contract has renewed, you agreed to pay an early termination administration fee of £5.00.
- 10.3. Unless otherwise stated all fees and additional charges are inclusive of VAT which will be charged at the prevailing rate.
- 10.4. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 10.5. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.
- 10.6. **When you must pay and how you must pay.** Unless another method of payment is agreed with us in writing, you must pay the Fees by debit or credit card monthly in advance of the month to which they relate. We can accept Visa, Mastercard or American Express. You must pay each invoice within 7 calendar days after the date of the invoice. You must pay for the Service before you start using it.
- 10.7. **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.8. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of TSB Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.9. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 10.10. **We may suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 10.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 10.8).
- 10.11. **We may increase the fees at the start of each Renewal Period.** We may increase the Fees at the start of each Renewal Period. We shall write to you giving you 30 days' prior notice of any such increase. If you do not accept the increase you may cancel the Contract as set out in clause 15.6. Unless you have exercised your right to cancel the Contract the Fee increase will automatically apply when the notice period comes to an end.
11. **RIGHTS OF OWNERSHIP**
- 11.1. **We and our licensors own the Services and Documentation.** We and our licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, the Contract does not grant you any rights to, or in, Intellectual Property Rights or any other rights or licences in respect of the Services or the Documentation. For the purposes of this clause 11.1 **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
12. **CONFIDENTIALITY**
- 12.1. You and we agree to keep each other's confidential information confidential and shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives 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 or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither you nor we shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 13.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 21.2.
- 13.3. **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 13.4. **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 13.5. **Our liability is limited to twice the price you have paid for the Services.** Our total liability to you for all losses arising under the Contract shall not exceed twice the price of the Services paid by you. This clause does not apply where it would be unlawful to exclude or limit our liability (see clause 13.2)

- 13.6. **We are not liable for the Legal Documents we provide on our Site.** We may make available to you via the Site assured shorthold tenancy contracts and other legal documents (**Legal Documents**). The Legal Documents have been prepared without knowledge of your specific situation or requirements and therefore may not be appropriate to your situation. Such Legal Documents are not intended to constitute a definitive or complete statement of the law on any subject, nor are any part of the Legal Documents intended to constitute legal advice for any specific situation. The Legal Documents have been made available on our Site on the date recorded on the front of each Legal Document and as such the content of the Documents may be out of date at any time from that date. We are under no obligation to update the Legal Documents. We do not accept any responsibility for action taken as a result of your use of the Legal Documents. You should take specific legal advice when using the Legal Documents and dealing with specific situations. We are not responsible for any loss or damage which you could have avoided by taking independent legal advice on the Legal Documents.
- 13.7. We will not be liable for non-payment of rent or any action of the tenant, including (but not limited to) any failure by the tenant to delivery up possession of the property. We are not liable for the care of or any damage suffered to the property.
- 13.8. **We are not liable for business losses.** If you are a consumer we only supply the Services for to you for domestic and private use. If you use the Services for any commercial or business purpose our liability to you will be limited as set out in clause 14.
14. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**
- 14.1. This clause 14 sets out our entire financial liability to you (including any liability for the acts or omissions of our employees, agents and sub-contractors):
- 14.1.1. arising under or in connection with the Contract;
- 14.1.2. in respect of any use made by you of the Services and Documentation or any part of them; and
- 14.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 14.2. Except as expressly and specifically provided in the Contract:
- 14.2.1. You assume sole responsibility for results obtained from your use of the Services and the Documentation, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any data, information, instructions or scripts provided to us by you in connection with the Services, or any actions taken by us at your direction;
- 14.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract;
- 14.2.3. the Services and Documentation are provided to you on an "as is" basis.
- 14.2.4. in the event that any advice provided to you by us was provided free of charge by us then such advice is provided as is without any warranty of any kind from us and shall have no liability in relation thereto;
- 14.2.5. if third parties are responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others;
- 14.2.6. we shall have no liability to you whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any claim arising in connection with the performance or contemplated performance of the Contract unless notice in writing of such claim (specifying in reasonable detail with supporting evidence the event, matter or default which gives rise to the claim and an estimate of the amount claimed) has been given to us within 24 months of your becoming aware of the circumstances or in any event within 36 months following delivery of the Service which gives rise to such claim;
- 14.2.7. if a number of claims under these terms give rise substantially to the same loss or a number of claims flow from the same defect then such claims shall be regarded as giving rise to only one claim under these terms;
- 14.2.8. we may make available to you via the Site assured shorthold tenancy contracts and other legal documents (**Legal Documents**). The Legal Documents are provided without any guarantees, conditions or warranties as to their accuracy. The Legal Documents have been prepared without knowledge of your specific situation or requirements and therefore may not be appropriate to your situation. Such Legal Documents are not intended to constitute a definitive or complete statement of the law on any subject, nor are any part of the Legal Documents intended to constitute legal advice for any specific situation. The Legal Documents have been made available on our Site on the date recorded on the front of each Legal Document and as such the content of the Documents may be out of date at any time from that date. We are under no obligation to update the Legal Documents. We do not accept any responsibility for action taken as a result of your use of the Legal Documents. You should take specific legal advice when using the Legal Documents and dealing with specific situations. We disclaim all liability and responsibility arising from any reliance place on such Legal Document by you or by anyone who may be informed of their content; and
- 14.2.9. we shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (including those third parties sub-contracted by us to perform Services related to Customer data maintenance and back-up).
- 14.3. Nothing in the Contract excludes our liability for:
- 14.3.1. death or personal injury caused by our negligence or the negligence of our employees agents or sub-contractors; or
- 14.3.2. fraud or fraudulent misrepresentation.
- 14.4. Subject to clause 14.2:
- 14.4.1. We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
- 14.4.2. Our aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in respect of any individual claim arising in connection with the performance or contemplated performance of the Contract shall be limited to a sum equal to the average sum payable by you to us under the Contract in a 12 month period during the Term; and
- 14.4.3. Our aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in respect of all claims arising in connection with the performance or contemplated performance of the Contract shall be limited to a sum equal to the average sum payable by you to us under the Contract in a 12 month period during the Term.
- 14.5. If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by your or your failure to perform any relevant obligation (**Customer Default**):
- 14.5.1. We shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and we may rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations; and
- 14.5.2. We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 14.5.
- 14.6. If the Services do not conform to the undertaking at clause 7.1 we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
15. **YOUR RIGHTS TO END THE CONTRACT**
- 15.1. **You can always end your Contract with us.** Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the Contract and whether you are a consumer or business customer:
- 15.2. **Ending the Contract because of something we have done or are going to do.** If you are ending a Contract for a reason set out at 15.2.1 to 15.2.3 below the Contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:
- 15.2.1. we have told you about an error in the price or description of the Service you have ordered and you do not wish to proceed;
- 15.2.2. there is a risk that supply of the Services may be significantly delayed because of events outside our control;

- 15.2.3. you have a legal right to end the Contract because of something we have done wrong.
- 15.3. **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 15.4. **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of (i) digital products after you have started to download or stream these; or (ii) Services, once these have been completed, even if the cancellation period is still running.
- 15.5. **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
- 15.5.1. If you have bought Services you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 15.5.2. If you have bought digital content for downloading you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- 15.6. **Ending the Contract at the end of the initial subscription term or a renewal period.** You may end the Contract at the end of the Subscription Term or a Renewal Period as follows:
- 15.6.1. by notifying us of termination, in writing, at least 7 days before the end of the Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Subscription Term or Renewal Period; or
- 15.6.2. by notifying us of termination, in writing, within 30 days of the start of the Renewal Period in which case the Contract shall terminate at the end of the month in which such termination notice is received by us and you shall pay the Fees due to the effective date of termination and the administration charge for early termination specified in clause 10.2.4; or
- 15.7. **Ending the Contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the Contract before it is completed. A Contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end the Contract in these circumstances, just contact us to let us know.
16. **HOW TO END THE CONTRACT WITH US**
- 16.1. **Tell us you want to end the Contract.** To end the Contract with us, please let us know by calling or emailing us via the contact details on our Site. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 16.2. **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described below.
- 16.3. **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 16.4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
17. **OUR RIGHTS TO END THE CONTRACT**
- 17.1. **We may end the Contract if you break it or your business is affected by an event of insolvency.** We may end the Contract at any time by writing to you if:
- 17.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 17.1.2. you break any other term of the Contract which cannot be remedied or (if it can be remedied) you fail to remedy that breach within a period of 7 days after being notified in writing to do so;
- 17.1.3. if you cease trading or are unable to pay your debts as they fall due or (if you are a business) a petition is presented or meeting convened for the purpose of winding you up or being a business you enter into liquidation, whether voluntarily, or compounds with your creditors generally or has a receiver appointed of all or any part of your assets, or (being an individual) you are the subject of a bankruptcy petition or order, or any event occurs or proceeding is taken with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this clause 17.1.3; or
- 17.1.4. we reasonably believe that you are likely to be subject to any of the events specified in clause 17.1.3.
- 17.2. **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 17.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract and these costs may exceed the money you paid us for the Services.
- 17.3. **Ending the Contract at the end of the initial subscription term or a renewal period.** We may end the Contract at the end of the Subscription Term or a Renewal Period as follows:
- 17.3.1. By notifying you of termination, in writing, at least 7 days before the end of the Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Subscription Term or Renewal Period; or
- 17.3.2. at any time during the Subscription Term or any Renewal Period we may give you at least 30 days written notice to terminate in which case the Contract shall terminate at the end of the notice period and we shall refund to you all Fees paid by you for the period after termination of the Contract.
18. **WHEN THE CONTRACT ENDS**
- 18.1. On termination of the Contract for any reason all licences granted under the Contract shall immediately end and you and any Users shall have no right to access and use the Services and any Documentation.
19. **PERSONAL INFORMATION**
- 19.1. We will only use your personal information in accordance with our Privacy Policy which can be found at the bottom of the home page, www.letgate.co.uk You should take the time to read the Privacy Policy as it includes important terms which apply to you.
20. **OTHER IMPORTANT TERMS**
- 20.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 20.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.3. **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 20.4. **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.5. **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

- 20.6. **Service of notice.** Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Confirmation, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Order Confirmation, or such other address as may have been notified by that party for such purposes.
- 20.7. **Which laws apply to this Contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 20.8. **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please note that if you are a consumer and are not happy with how we have handled any complaint, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
- 20.9. **Which laws apply to this Contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
21. **IF THERE IS A PROBLEM WITH THE PRODUCT**
- 21.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team during office hours at +44 113 247 3946 or write to us at info@letgate.co.uk or Dunbar House, 3 Sheepscar Court, Leeds, LS7 2BB.
- 21.2. **If you are a consumer we are under a legal duty to supply products that are in conformity with this Contract.** See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **digital content**, for example a mobile phone app or a subscription to an online document download service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 13.2

If your product is **services**, for example a support contract for a laptop, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 13.2