

RATED LETTINGS WEBSITE TERMS AND CONDITIONS

THIS AGREEMENT (Agreement) is made between Rated Lettings and you the User on the date you Subscribe to our Website.

We may amend this Agreement from time to time and you should review our Website so that you are aware of any updates that are made.

The following provisions apply to this Agreement:

1. DEFINITIONS USED IN THIS AGREEMENT

Rated Lettings: our company (or “we” or “us”), being S Management Enterprises Limited trading as “Rated Lettings”, a company incorporated in England and Wales under number 07842703 with its registered office at Aml Maybrook House, 97 Godstone Road, Caterham, Surrey, CR3 6RE United Kingdom. We provide an online service allowing consumers to upload reviews and view reviews of Landlords and Letting Agents in the United Kingdom.

User: (or “you” or “your”), you, or any other person or entity viewing our Website who has Subscribed in accordance with this Agreement.

Subscribe: the process by which a person or entity becomes a User of our Website. In order to Subscribe, you must register for an account and provide certain information about yourself as prompted by the account registration form. We may suspend or terminate your subscription at our discretion if you breach any terms of this agreement.

Review: reviews uploaded by our Users in relation to their opinions about Landlords of rental properties in the United Kingdom and Letting Agents in the United Kingdom. [You should carefully read our Review Guidelines on our Website before submitting a Review].

Intellectual Property Rights: all intellectual property rights inclusive of, but not limited to copyright, moral rights, trade marks, database right, design right, patents or know-how.

Terms of Use: the Website terms of acceptable use which are incorporated herein. The Terms of Use apply to any visitor of our Website in addition to our Users.

Website: the website of Rated Lettings at [website domain name]

2. AGREEMENT

- 2.1. This Agreement comes into effect when you Subscribe to our Website.
- 2.2. By Subscribing to our Website, you agree to accept the terms of this Agreement.
- 2.3. You may not become a User until you click the 'I accept' box to signify your agreement to be bound by the terms of this Agreement.
- 2.4. The provisions of clause 5 also apply to any visitor who browses our Website. By using our Website a visitor agrees to the terms set out in clause 5.
- 2.5. In order to upload a Review or view any Review, you must be registered as a User by providing us with true, accurate and complete information about yourself. In order to become a User you must Subscribe to our Website by creating an account and paying a monthly subscription fee as detailed on our Website.
- 2.6. You can deactivate your account by logging in and selecting this option in your account settings. On deactivation, your Review will be removed. If you do so, please note that your personal data will be deleted from our servers within a reasonable time.

3. REVIEWS AND COMMUNICATION FORUMS

- 3.1. Once you have Subscribed and become a User, you may submit a Review by following the steps described on our Website.
- 3.2. Once you have submitted a Review to our Website, it is displayed on our Website and is available to be viewed by any other Subscriber. A preview of your Review will be displayed to visitors who view our Website who are not Users.
- 3.3. Upon submitting a Review, you grant us a non-exclusive, worldwide, royalty-free, non-assignable, non-sublicensable licence under your Intellectual Property Rights in the Review to display and use the Review, from the date of upload for the duration of [].
- 3.4. For the avoidance of doubt, we do not claim physical ownership of any Review or title to any of the Intellectual Property Rights which is the property of relevant User.
- 3.5. We do not represent or warrant that we endorse any Review that has been posted by you or by any other User, or that we believe such material to be useful, suitable for any purpose (whether known or not), complete, legal, or non-harmful.
- 3.6. We reserve the right to remove, at our sole discretion, any Review uploaded by you, without any notice to you.
- 3.7. We assume no responsibility for any Review uploaded and are not responsible for any mistakes, defamation, slander, omissions, falsehoods, obscenity in relation to any Review which features on our Website.

- 3.8. Any Review you submit must be accurate and genuinely held. Reviews must not contain any material which is defamatory of any person, contain any material which is obscene, offensive, hateful or inflammatory, promotes discrimination, is likely to deceive any person, is threatening, abusive or invades another person's privacy, is likely to harass, upset or intimate any person, advocate, promote or assist any unlawful act.
- 3.9. As a User you are able to access our message board facility. Any opinion or comment made by any User on the message board facility is the opinion of that User and we accept no liability in relation to any posts made by Users. We reserve the right, at our sole discretion, to monitor and review all messages and remove any posts which infringe any of the terms herein or contain material which we believe may be defamatory. We take no responsibility and assume no liability for any comments posted.

4. YOUR RIGHTS AND OBLIGATIONS

- 4.1. You do not have the right to change a Review once it has been uploaded.
- 4.2. You agree that we have no responsibility or liability for any Review available on our Website.
- 4.3. You accept that we have no obligation to become involved in, or mediate, disputes relating to the content of any Review on display on our Website.
- 4.4. You accept that any complaints in relation to any legal rights of any User, person or entity (such as any external landlord or lettings agent) including, inter alia, any alleged complaints of defamation, should be directed to the User who uploaded the Review directly.
- 4.5. You may request deactivation of your registration at any time.
- 4.6. You must not sell, transfer, licence or assign your account, user name, password or any account rights nor may you create an account or Subscription for anyone other than yourself or create any false profile or identity or multiple profiles for yourself.
- 4.7. You warrant that the information you provide to us upon registration of your Subscription and at all other times, is true, accurate, current and complete and you agree to update your information as necessary to maintain its accuracy.
- 4.8. You must not (within any Review uploaded or comment posted on our message board facility) stalk, bully, intimidate, abuse, harass, threaten, impersonate or intimidate people or post private or confidential information such as, without limitation, any person's credit card information, social security details, passport numbers, other national identity numbers, employer references, non-public telephone numbers or non public email addresses, or otherwise violate the publicity or privacy rights or the rights under the Data Protection Act 1998 or other applicable data protection legislation, of any other person.

- 4.9. You must not attempt to prevent or inhibit another user from using the Website or exercising their rights as Users and you must not encourage any violations of any agreements made between other Users and Us.

5. ACCEPTABLE USE

5.1 All visitors and Users must use our Website only for lawful purposes.

5.2 You must not use our Website:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation;
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- To reproduce, duplicate copy or re-sell any part of our Website.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

6.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

6.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

6.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

6.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. DISCLAIMERS

6.1 We make no representations or warranties of any kind about the suitability of the Reviews displayed on our Website.

6.2 All and any views expressed by our Users within any Review or post are their own views and we accept no liability or responsibility whatsoever for any mistakes, omissions or inaccuracies in any Review.

6.3 We do not give any guarantees on the value or completeness of any Review.

6.4 Our Website, is provided on an "AS IS" and "AS AVAILABLE" basis to the fullest extent permissible by law and neither we nor any of our directors, employees or agents make any representations or warranties or endorsements of any kind whatsoever express or implied as to the Website or any content or materials or security associated with the transmission of information to us.

6.5 We do not represent or warrant that the Website will be error free or uninterrupted or that defects will be corrected or that the Website or the server that makes the Website available free from any harmful components, including without limitation, viruses. We do not make any representation or warranty that the information on the Website is accurate, complete, fit for your purposes or useful. You use the Website at your sole risk.

7. LIMITATION OF LIABILITY

7.1. Under no circumstances will We be liable to you for:

- any loss or damage of any kind (including, without limitation for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to the Website;
- your use of or inability to use the Website;
- any action taken in connection with the investigation by us or by any law or government enforcement authority regarding your use of the Website;
- any action taken by or in connection with any third party Intellectual Property Rights owners;
- any omission in the provision or availability of the Website or our operations; or
- any damage to your computer, mobile device or other equipment or technology including damage from viruses or technical malfunctions, even if foreseeable or even if we has been advised or should have known that the possibility of such damage.

7.2. We shall not be liable in connection with any loss or damage resulting from any dealings you may have with any third party that is introduced or facilitated through your use of the Website.

7.3. In no event will our total liability to you for any damages, losses or causes of action exceed £ [] sterling.

- 7.4. You agree in the event that you incur any damages, losses or injuries that arise out of our acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle to an injunction preventing any exploitation of the Website or any other service or product or technology of us and you have no right to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of the Website or any product or other service controlled by us.

8. INDEMNITIES

- 8.1. You agree to defend at our request and indemnify and hold us harmless from and against all claims, liabilities, damages, losses and expenses including without limitation, reasonable legal fees and costs, arising out of or in any way connected with your use of the Website, and of your dealings with third parties introduced or facilitated by means of the Website, your breach or alleged breach of this Agreement with us on these Terms and any violation by you of any third party rights including, without limitation, any Intellectual Property Rights, right of publicity, confidentiality, property or privacy right or your violation of any laws, rules, regulations, codes, guidelines, ordinances or orders of any governmental or regulatory authority or any misrepresentation made by you.
- 8.2. You will co-operate as fully required by us in the defence of any claim. We reserve the right to pursue the exclusive defence and control of any matter subject to this indemnity and you will not in any event settle any claim without the prior written consent of us.

9. TERMINATION

- 9.1. We may terminate this Agreement by discontinuing your account upon notice to you at our discretion if you are in breach of this Agreement or act in such a way that shows that you do not intend to, or are unable to comply with this Agreement.
- 9.2. You may terminate your account by giving us notice through the Website.
- 9.3. If your account is deactivated, whether by termination by you or us, your Review will no longer be available for viewing on our Website unless it has already been reshared or cached by any other Website.
- 9.4. All licenses granted by you to us will terminate on termination of this Agreement.

10. PRIVACY

For further information, please see our Privacy Policy at [\[link to Privacy Policy\]](#). All information you supply about yourself and others is subject to our Privacy Policy.

11. NO WAIVER

Any failure by us to act with respect to any breach of this Agreement by you does not waive our right to act in respect of that breach or subsequent similar or other breaches.

12. GOVERNING LAW

- 12.1. This Agreement is governed by and construed in accordance with the law of England and Wales.
- 12.2. You agree that any claims or disputes arising under or in connection with this Agreement must be resolved in the courts of England and Wales.

13. SEVERANCE

- 13.1. If any provisions of this Agreement are found by a court of competent jurisdiction or other legal or regulatory authority to be invalid or otherwise unenforceable, we and you agree that such invalid or unenforceable provisions will be deemed severed from the remainder of this Agreement and will not affect the validity of the remaining provisions of our agreement which shall remain in full force and effect.

14. ENTIRE AGREEMENT

This Agreement and the Terms constitute the entire agreement between you and us and govern respectively the provision of your Reviews and use of our Website and the features and functions it provides. Any prior agreements or understandings made between you and us are hereby superseded.

15. NO AGENCY

This Agreement does not create any relationship between you and us except that of independent contractors. For the avoidance of any doubt, the parties to this Agreement are not partners or joint venturers and have no relationship of principal and agent or employer and employee. Save as stated in this Agreement, neither party may bind the other party or obligate it in any manner.

16. NO TRANSFER

You may not assign, transfer, novate, sub-contract or otherwise dispose of your rights or obligations created by the Agreement, in whole or in part, without our prior written consent, but we may assign all or any part of this Agreement to any third party without your consent.

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