



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

Terms and conditions of using iletpro web site

This website is owned and operated by iletpro referred as 'we, our and us' which is registered in England and Wales under registration number **08955441**. Please contact us by using the correspondence address:

iletpro

Engine Shed

Station Approach

Bristol

BS1 6QH

United Kingdom

You can contact us:

- a. by post, using the postal address given above,
- b. using our website contact form,
- c. by telephone of 01172510186, or
- d. by email of hello@iletpro.com



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

1. Recitals

- 1.1. iletpro provides an online agency that helps Landlords to let, manage their properties as well as providing landlord services, and for Tenants seeking to rent properties from Landlords (collectively, the “**Services**”).
- 1.2. The Services are accessible at www.iletpro.com and any other websites through which iletpro makes the Services available (collectively, the “**Site**”) and as applications for mobile, tablet and other smart devices and application programme interfaces (collectively, the “**Application**”).

2. Definitions and interpretation

The following definitions and rules of interpretation apply in these Terms of Service:

“**Account**” means an account created by a Member with iletpro through the Application, the Site or any other means with iletpro’s approval.

“**Application**” means the iletpro application software for mobile, tablet and other smart devices from which the Services are accessed and any updates or supplements to it.

“**Collective Content**” means Member Content and iletpro Content.

“**Communication**” means an email, message, live-chat & Interactive voice response (IVR) via the Site or the Application.

“**Content**” means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

“**Insured Risks**” means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

“**Landlord**” means a Member who creates a Listing via the Site, Application and Services.

“**Listing**” means a Property that is listed by a Landlord which is available for letting to a Prospective Tenant via the Site, Application, and Services.

“**Listing Images**” means any image that a Landlord includes in his or her Listing or that a iletpro uploads to their profile.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

“Member” means a person who completes iletpro’s account registration process, including but not limited to Landlords, iletpro partners and Tenants, as described in clause 9 under “Account Registration” below.

“Member Content” means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or iletpro promotional campaign to be made available through the Site, Application or Services.

“Payment Method” means a payment method that a Member has added to its iletpro Account, such as a credit card, debit card or PayPal.

“Payment Services” means any and all payments conducted through the Site, Application or Services.

“Policies” means the iletpro’s policies as shown on the Site and the Application, including but limited to the Website Terms & Conditions of Use Policy, Privacy and Cookie policy.

“Privacy and Cookie Policy” means iletpro’s privacy and cookie policy as shown on the Site and the Application.

“Property” means a residential property available to let to Prospective Tenants by a Landlord.

“Prospective Tenant” a person who has registered as a Member to attend Viewings via the Site or the Application.

“Relevant Contract” a Tenancy Agreement entered into by a Landlord and Tenant whereby the Tenant’s Viewing was conducted by the iletpro.

“Rent” means the rents that are due and payable by a Tenant to a Landlord pursuant to a Tenancy Agreement.

“iletpro partner” shall mean, the person subscribing as a member to conduct Viewings as a self-employed lettings agent.

“iletpro Content” means all Content that iletpro makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member Content.

“iletpro” means a private limited company registered in England & Wales with company number 08955441 whose registered office is at Engine Shed, Station Approach, Temple Meads, BS1 6QH, Bristol.

“Services” means an online software agency provided by iletpro via the Site or the Application that connects Landlords who have property to let to Prospective Tenants, with iletpro partner wishing to carry out viewings on behalf of Landlords and with Prospective Tenants seeking to rent such property from Landlords.

“Site” means www.iletpro.com being the website which the Services are made available from or and any other websites through which iletpro makes the Services available.

“Subscription Fee” means the fee that iletpro charges a Landlord for the use of the Services. The amount is shown to the Landlord during the registration process when the Landlord creates an Account.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), accommodation or lodging taxes, fees that Accommodation providers may be required by law to collect and remit to governmental agencies, and other similar income taxes.

“Tenancy” means a tenancy granted by a Landlord to a Tenant pursuant to the terms of a Tenancy Agreement.

“Tenancy Agreement” means a Tenancy Agreement entered into between a Landlord and a Tenant for a Property via the Site or Application.

“Tenant” means a Member who has attended a Viewing as a Prospective Tenant and has entered into a Tenancy Agreement with a Landlord via the Site, Application or Services.

“Viewing” means a viewing or viewings of a Listing carried out by an iletpro partner with prospective Tenants on a Landlord’s behalf.

3. Introduction

3.1 These terms and conditions shall govern your use of our website.

3.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

3.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

3.4 You must be at least 18 years of age to use our website. By using our website, or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

3.5 Our website uses cookies; by using our website agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

3.6 Information provided on this site, including content on our blog, social media accounts, does not constitute legal advice and is provided for references only.

4. Copyright notice

4.1 Copyright @ 2021 iletpro

4.2 Subject to the express provisions of these terms and conditions:

a. we own and control all the copyright and other intellectual property rights in our website and the material on our website; and

b. all the copyright and other intellectual property rights in our website and the material on our website are reserved.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

5. Licence to use our website

5.1 You may:

- a. view pages from our website in a web browser,
- b. Upload contents to our website,
- c. use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

5.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

5.3 You may only use our website for your own personal purposes, and you must not use our website for any other purposes.

5.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

5.5 Unless you own or control the relevant rights in the material, you must not:

- a. republish material from our website. (including republication on another website),
- b. sell, rent or sub-license material from our website,
- c. show any material from our website in public,
- d. exploit material from our website for a commercial purpose, or
- e. redistribute material from our website.

5.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

6. Acceptable use

6.1 You must not:

- a. use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website,



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- b. use iletpro website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity,
 - c. use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software,
 - d. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent,
 - e. access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing,
 - f. violate the directives set out in the robots.txt file for our website,
 - g. interfere with other users' access to iletpro site,
 - h. copy any materials or contents from our website, without our permission, or
- 6.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

7. Use on behalf of organization

- 7.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organizational project, then by so doing you bind both:
- a. yourself; and
 - b. the person, company or other legal entity that operates that business or organizational project,
- to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity.

8. Landlord registrations, accounts, listings, data control and legal relationships

- 8.1 This Section 6 applies to registered landlords and prospective landlords.
- 8.2 To be eligible for a landlord account on our website under this Section 6, you must be at least 18 years of age and resident in the United Kingdom.
- 8.3 You may register for a landlord account with our website by completing and submitting the account registration form on our website, and filling in an authorization code that the back office



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

automatically will send to your personal mobile phone. Alternatively, if a user has either an account with Facebook and Google the user can register with iletpro using either account.

- 8.4 You as a landlord confirm and agree when you list a property on our website that:
- a. you have the legal right to provide the property for rental and will not breach any law, agreement or contract by doing so (this includes the terms and conditions with any mortgage lenders on the property, landlord insurance, building insurance, fire regulations, gas, electrical safety, smoke and Carbon monoxide alarm safety.),
 - b. a valid Landlord Registration Number will be included in any advertisement where this is legally required,
 - c. you will only upload valid photos, videos, and other details for a property which you have legal right,
 - d. the listed property has a valid Gas Safety Certificate,
 - e. the listed property achieves all Electrical Safety obligations,
 - f. the listed property is covered by a valid Landlord Insurance policy,
 - g. the listed property has a valid Energy Performance Certificate (EPC),
 - h. All domestic appliances and other things in the listed property is safe and in working order.
- 8.5 In addition to marketing a listed property online, iletpro may erect a 'To Let' board outside the property to notice prospective tenants that the property is still available. iletpro will do this for selected properties at our discretion and make no guarantee to provide this service for all properties. Landlords should notify iletpro in writing if they would prefer not to have a 'To Let' board erected outside the property.
- 8.6 You should make your own judgement on the accuracy of any and all information and of the integrity of all individuals you are transacting with before entering into any contract or agreement.
- 8.7 As an online property letting & management agency, we can provide a tenant referencing service by using one of referencing partners. Even though this service is designed to help landlords make a more constructive decision, we cannot guarantee the integrity of the information supplied or the prospective tenants being referenced.
- 8.8 By using our SMART letting package, we cannot issue a refund after a listing or reference is commenced except at our sole discretion. iletpro are committed to our customers and will endeavor to assist you if you are not fully satisfied when using our services.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 8.9 We reserve the right to take down listings if we regard these listings to be abusing and damaging the agency, because we want to prevent spam and to encourage all adverts to portray a true representation of available property.
- 8.10 We reserve the right to remove or limit all adverts which are generating very high number of viewing requests, or where 3 months has elapsed form time of publishing the advert.
- 8.11 When you use the services on the website, the role for iletpro of all legal documents completed is that of a trusted, disinterested third party. Accordingly, iletpro disclaims any representations of any kind regarding the documents that pass through the service. You are responsible for understanding the parties of interest in all transactions you complete using the service and assessing all related risks.
- 8.12 Tenant paid deposit will be registered with the Deposit Protection Service.
- 8.13 Under iletpro Smart Letting package & Premium letting package, iletpro will collect the payment of the first month's rent. This payment will be held by iletpro until the tenant is moved into the property up to 7 days from the beginning of the contracted term. After 7 days, the first month rent will be paid to the Landlord with iletpro outstanding fees deducted where applicable.
- 8.14 We are not liable for any consequences or loss from your use of this website.
- 8.15 If you choose to use the 'Premium Letting Package' of iletpro, you agree and acknowledge that by arranging a meeting with an iletpro partner and passing keys to the iletpro from you that you enter into a direct legal agreement with the iletpro in respect of the services provided by the iletpro partner.
- 8.16 iletpro is not a party to any agreements entered into between Landlords and iletpro partner, Landlords and Tenants or iletpro partners and Tenants.
- 8.17 iletpro has no control over, and has no right to control, the conduct of Landlords, iletpro partners, Tenants or other users of the Site, Application and Services or any Property. iletpro disclaims all liability in this regard to the maximum extent permitted by law. iletpro's limitation of liability is set out in clause 21 and you should review clause 21 carefully before using the Site, Application or Services.
- 8.18 iletpro remains the data controller of user data in our possession, however in delivering our services, iletpro may from time to time transfer user data to you. You acknowledge that you are the data controller of all copies of user data made available to you by iletpro. You agree to observe and perform your obligations set out in data protection law, and in particular ensure that you only process user data where you have a lawful basis to do so as set out in data protection law.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 8.19 Since the services we offer are non-tangible and irrevocable we cannot issue refunds after a listing or reference is commenced except at our sole discretion. Having said this we are committed to our customers and will make our best efforts to help you if you are not fully satisfied when using our paid services.

9. Tenant registrations, accounts and legal relationships

- 9.1 This Section 6 applies to tenants and prospective tenants.
- 9.2 To be eligible for a tenant account on our website under this Section 7, you must be at least 18 years of age and resident in the United Kingdom.
- 9.3 You may register for a tenant account with our website by completing and submitting the account registration form on our website, and filling in an authorization code that the back office will automatically send to your personal mobile phone. Alternatively, if a user has either an account with Facebook or Google, the user can register with iletpro using either account.
- 9.4 You should make your own judgement on the accuracy of any and all information and of the integrity of all individuals you are transacting with before entering into any contract or agreement. In particular, please verify the identity of any person to whom you are handing over money. You should not pay for any holding deposits or similar payments before you have viewed a property and met the landlord.
- 9.5 When a prospective tenant wants to reserve a property, iletpro will require the tenant to pay for a holding deposit of the equivalent of one week rent.
- 9.6 Once the tenant has paid the Holding Deposit, the tenant confirms that she wants to apply for renting the property and commits herself to move into the property on the agreed date.
- 9.7 Once the Holding Deposit has been paid, the property will be removed in the search area while the tenant's application is ongoing.
- 9.8 Once the Holding Deposit is paid by the tenant, a landlord has his discretion on deciding whether he wants to accept the tenant's application, including but not limited to requiring referencing or meeting the tenant in person.
- 9.9 **If the tenant decides to cancel or abandon the application to rent the property after paying the Holding Deposit, the Holding Deposit will NOT be refunded.**
- 9.10 **If the application has failed, for example the referencing is unsatisfactory due to a result of the tenant not giving correct or true information, the Holding Deposit will not be returned to the tenant.**



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 9.11 If a landlord decides not to accept the tenant who has paid a Holding Deposit, the Holding Deposit will be refunded to the tenant.
- 9.12 If an application has been accepted, the Holding Deposit will be transferred as a part payment of other amounts becoming due – including but not limited to referencing fees, tenancy deposits and rent payments.
- 9.13 When you use the services on the website, the role for iletpro of all legal documents completed is that of a trusted, disinterested third party. Accordingly, iletpro disclaims any representations of any kind regarding the documents that pass through the service. You are responsible for understanding the parties of interest in all transactions you complete using the service and assessing all related risks.
- 9.14 We are not liable for any consequences or loss from your use of this website.
- 9.15 When you choose to use the Services provided by iletpro, you agree and acknowledge that by arranging a viewing or a meeting for picking up keys with an iletpro partner or a Landlord that you enter into a direct legal agreement with the iletpro partner or the Landlord in respect of the viewings or the meetings provided by the iletpro partner and the Landlord and iletpro is not a party to that relationship.
- 9.16 iletpro is not a party to any agreements entered into between Landlords and iletpro partners, Landlords and Tenants or iletpro partners and Tenants.
- 9.17 iletpro has no control over, and has no right to control, the conduct of Landlords, iletpro partners, Tenants or other users of the Site, Application and Services or any Property. iletpro disclaims all liability in this regard to the maximum extent permitted by law. iletpro's limitation of liability is set out in clause 21 and you should review clause 21 carefully before using the Site, Application or Services.

10. User login details

- 10.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 10.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 21; you must not use your account or user ID for or in connection with the impersonation of any person.
- 10.3 You must keep your password confidential.
- 10.4 You must notify us in writing immediately if you become aware of any disclosure of your password.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

10.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

11. Cancellation, limitation and suspension of account

11.1 We may:

- a. suspend your account,
- b. limit your activities on our sites,
- c. cancel your account, and/or
- d. edit your account details,

at any time in our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you a full amount of your payment.

11.2 You may cancel your account on our website by emailing our back office by hello@iletpro.com. In the cancellation email, please provide your full name, email address and mobile number. You will not be entitled to any refund if you have used our services.

12. Reviews

12.1 We publish reviews of services tried by current and past users on our website by using a 3rd party review agency, TrustPilot and Google Review.

12.2 Reviewers are our current and previous users, reviews published on our website do not necessarily reflect our views and opinions.

12.3 You acknowledge that reviews published on our website may be out of date, biased, partial, misleading and/or inaccurate.

12.4 You should not rely upon reviews published on our website to make decisions or determine courses of action, and you should conduct your own research before making a decision or embarking upon a course of action.

12.5 Subject to Section 25.1, we will not be liable to you for any loss or damage arising from any reliance you may place on any review published on the website.

12.6 You agree to the publication of reviews relating to you, by others, on our website; you acknowledge that such reviews may be critical or defamatory or otherwise unlawful; and, subject



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

to Section 25.1, you agree that you will not hold us liable in respect of any such reviews, irrespective of whether we are aware or ought to have been aware of such reviews.

13. User reviews

- 13.1 We publish reviews by users on our website by using a 3rd party review agency, Trust Pilot.
- 13.2 If you have registered with our website, you may submit reviews for publication on the website, subject to these terms and conditions.
- 13.3 Your reviews must be honest, reasonable and bona fide reviews of subject matter.
- 13.4 You may only post a review if you have services provided by iletpro partners and iletpro.
- 13.5 You must not post a review if:
 - a. you have a financial interest in the subject matter of the review,
 - b. you are an owner, partner, member, employee, business partner or affiliate of any person who has a financial interest in the subject matter of the review; ,and/or
 - c. you are otherwise connected with, or related to, any person who has a financial interest in the subject matter of the review.
- 13.6 For the avoidance of doubt, your reviews constitute "your content" for the purposes of Section 20 and Section 21.
- 13.7 You acknowledge that we may publish and otherwise use, in conjunction with your reviews, the name you provide to us, but we shall have no obligation to do so.
- 13.8 You hereby waive all your moral rights in your reviews to the maximum extent permitted by applicable law and warrant that all other moral rights in your reviews have been waived to the maximum extent permitted by applicable law.
- 13.9 You acknowledge that the user reviews published on our website are submitted by users, and that we do not usually review, approve or edit such reviews; accordingly, we do not warrant the completeness or accuracy of the user reviews.

14. Payments

- 14.1 You must pay to us the fees for the Smart Letting Package in respect of our website services when you complete the listing, in accordance with any instructions on our website.
- 14.2 You must pay to us the fees for the Premium Letting Package when the property is let and the tenant contract is signed, in accordance with any instructions on our website.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 14.3 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
- 14.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
- a. an amount equal to the amount of the charge-back,
 - b. all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer),
 - c. an administration fee of GBP 15.00 including VAT, and
 - d. all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 18.3 (including without limitation legal fees and debt collection fees),
- and for the avoidance of doubt, if you fail to recognize or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 18.3.
- 14.5 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.
- 14.6 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

15. Tenancy Deposits & Rent Payments

- 15.1 Tenancies created via the 'Reserve Now' feature will have their deposit registered by iletpro with the Deposit Protection Service (DPS).
- 15.2 iletpro will also process payment of the first month's rent. This payment will be held by iletpro until the tenant is satisfactorily moved into the properties up to a maximum of 7 days from the beginning of the Term, after which it will be paid to the Landlord with iletpro's outstanding fees deducted where applicable.
- 15.3 In operating this service iletpro will make its best efforts, however we will not be liable to you in contract, tort (including negligence) or otherwise for any liabilities, damages or losses (whether direct, indirect, consequential, special or otherwise) incurred or suffered by you or any third party in connection with its use.

16. Landlord statutory requirements



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 16.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 16.2 The Landlord shall insure the Property and Contents to their full Smart Letting against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 16.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the willful actions, negligence or default of the Tenant.
- 16.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 16.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - b) Keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - c) Keep in repair and proper working order the installations in the Property for space heating and heating water.
- 16.6 The landlord shall agree and warrant when you list a property on this site that:
- a) you have the right to offer the property for rental and will not breach any law, agreement or contract by doing so (this includes the terms of any mortgage on the property, insurance, fire regulations, gas and electrical safety),
 - b) a valid Landlord Registration Number will be included in any advertisement where this is legally required,
 - c) you will only post or otherwise make available photographs, video, and other information for which you have lawful authority,
 - d) the property has a valid Energy Performance Certificate (EPC),
 - e) the property has a valid Gas Safety Certificate,
 - f) the property meets all Electrical Safety obligations,
 - g) the property's windows and doors all lock properly & securely,
 - h) everything you provide with the property is safe and in working order.

17. Our role

- 17.1 As stated above, the Site, Application and Services are intended to provide an agency for Landlords, iletpro partners and Prospective Tenants to connect with each other to arrange for Listings and



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

Viewings and enter into Tenancy Agreements directly with each other. iletpro is not a party to any agreements or arrangements made between the Landlords, iletpro partners and/or Tenants and the only recourse is to bring an action directly against each other.

17.2 You acknowledge that:

- a. we do not confirm the identity of website users, check their credit worthiness or otherwise vet them;

17.3 You acknowledge that we cannot be held responsible for the behavior of our users, either on or off the website, and we cannot guarantee that any information provided by a user is true, accurate, complete, current and not misleading; and subject to Section 25.1 you will not hold us liable in respect of any loss or damage arising out of any user behavior or user information.

18. Your content: licence

18.1 In these terms and conditions, "your content" means all materials (including without limitation text, images, audio material, video material, audio-visual material, scripts and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

18.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

18.3 You grant to us the right to sub-license the rights licensed under Section 14.2.

18.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 14.2.

18.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

18.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

18.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

19. Your content: rules

- 19.1 You warrant and represent that your content will comply with these terms and conditions.
- 19.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 19.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - a. be libelous or maliciously false,
 - b. be obscene or indecent,
 - c. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right,
 - d. infringe any right of confidence, right of privacy or right under data protection legislation,
 - e. constitute negligent advice or contain any negligent statement,
 - f. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity,
 - g. be in contempt of any court, or in breach of any court order,
 - h. be in breach of racial or religious hatred or discrimination legislation,
 - i. be in breach of official secrets legislation,
 - j. be in breach of any contractual obligation owed to any person,
 - k. depict violence in an explicit, graphic or gratuitous manner,
 - l. be pornographic, lewd, suggestive or sexually explicit,
 - m. be untrue, false, inaccurate or misleading,
 - n. consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage,
 - o. constitute spam,



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- p. be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory, or
 - q. cause annoyance, inconvenience or needless anxiety to any person.
- 19.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.
- 19.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.
- 19.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- 19.7 You must try your best to provide information on this site correct and reliable. The information contains all personal details, contact details and contents associated with property listings.

20. Provision of contact details

- 20.1 Save where expressly requested or permitted by us to do so, you must not add any information to our website that may facilitate direct communications with other users (including without limitation email addresses, postal addresses, instant messaging IDs, telephone numbers, fax numbers, personal website URLs and social networking profile URLs).

21. Report abuse

- 21.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.
- 21.2 You can let us know about any such material or activity by email hello@iletpro.com, by telephone number 0 1172510186, or using our contact form.

22. Limited warranties

- 22.1 iletpro provides an online property letting & management agency for Landlords, tenants, and iletpro partners to interact and supports this agency to mitigate the risks and reduce the administrative burden, however we do not warrant or represent:
- a. the completeness or accuracy of the information published on our website or its users,
 - b. that the material on the website is up to date, or



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 22.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 22.3 To the maximum extent permitted by applicable law and subject to Section 25.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

23. iletpro Disclaimer

- 23.1 If you choose to use the Site, Application, Services or Collective Content, you do so at your sole risk. you acknowledge and agree that iletpro does not have an obligation to conduct background or credit checks on any member, including, but not limited to iletpro partners or Prospective Tenants but may conduct such background or credit checks, in our sole discretion, to the extent permitted by applicable laws. If we choose to conduct such checks we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.
- 23.2 The Site, Application, Services and Collective Content are provided “as is”, without warranty of any kind, unless stated otherwise in these Terms.
- 23.3 iletpro makes no warranty that the Site, Application, Services or Collective Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis.
- 23.4 iletpro makes no warranty regarding the quality of any Listings, Property, Landlords, Prospective Tenants, the Services or the accuracy, completeness or reliability of any Collective Content obtained through the Site, Application or Services.
- 23.5 No information, whether oral or written, obtained from iletpro or through the Site, Application or Services or Collective Content, will create any warranty not expressly made herein and any information obtained shall not constitute advice.
- 23.6 You are solely responsible for all of your communications and interactions with other Members of the Site, Application or Services and with other persons with whom you communicate or interact as a result of your use of the Site, Application or Services, including, but not limited to, any Landlords, iletpro partner, or Prospective Tenants. You acknowledge and accept that iletpro does not make any attempt to verify the statements of Members of the Site, Application or Services or to review or visit any Property.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 23.7 iletpro makes no representations or warranties as to the conduct of Members of the Site, Application or Services or their compatibility with any current or future users of the Site, Application or Services.
- 23.8 You must take reasonable precautions in all communications and interactions with other Members of the Site, Application or Services and with other persons with whom you communicate or interact as a result of your use of the Site, Application or Services, including, but not limited to, Landlords and Prospective Tenants, particularly if you decide to meet offline or in person regardless of whether such meetings are organized by iletpro.

24. Limitations and exclusions of liability

- 24.1 Nothing in these terms and conditions will:
- a. limit or exclude any liability for death or personal injury resulting from negligence,
 - b. limit or exclude any liability for fraud or fraudulent misrepresentation,
 - c. limit any liabilities in any way that is not permitted under applicable law, or
 - d. exclude any liabilities that may not be excluded under applicable law,
- 24.2 and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 24.3 The limitations and exclusions of liability set out in this Section 25 and elsewhere in these terms and conditions:
- a. are subject to Section 25.1; and
 - b. we (including our affiliates, officers, directors, iletpro partners, subcontractors and employees) will not be liable to you in contract, in tort (including negligence) or otherwise for any liabilities, damages or losses (whether direct, indirect, consequential, special or otherwise) incurred or suffered by you or any third party in connection with its use.
- 24.4 To the extent that our website and the information and services on our website are provided, we will not be liable for any loss or damage of any nature.
- 24.5 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 24.6 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

24.7 We will not be liable to you in respect of any loss or corruption of any data, database or software.

24.8 We will not be liable to you or any third party in respect of any special, direct, indirect, incidental or consequential or exemplary loss or damage of any kind, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, and including damages resulting from:

- a. any document or transaction sent through the service;
- b. the use or inability to use the service, including errors, interruptions or delays;
- c. unauthorized access to or alteration of your documents or transmissions;
- d. or any other matter relating to the service.

24.9 You accept that we have an interest in limiting the personal liability of our employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our employees).

24.10 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of £5million.

25. Indemnity

25.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

26. Breaches of these terms and conditions

26.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- a. send you one or more formal warnings,
- b. temporarily suspend your access to our website,
- c. permanently prohibit you from accessing our website,



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- d. commence legal action against you, whether for breach of contract or otherwise, and/or
- e. suspend or delete your account on our website.

26.2 Where we suspend, or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

27. Third party websites

- 27.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 27.2 We have no control over third party websites and their contents, and subject to Section 22.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

28. Trade marks

- 28.1 Our logos and our other registered and unregistered trade marks are trade marks belonging to us. we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 28.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

29. Variation

- 29.1 We may revise these terms and conditions from time to time.
- 29.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 29.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

30. Assignment



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

30.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

30.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

31. Severability

31.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

31.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

32. Third party rights

32.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

32.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

33. Entire agreement

33.1 Subject to Section 25.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

34. Law and jurisdiction

34.1 These terms and conditions shall be governed by and construed in accordance with English law.

34.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

35. Statutory and regulatory disclosures

35.1 We will specify on the website or elsewhere in these terms and conditions the different technical steps you must follow to conclude a contract under these terms and conditions, and also the technical means for identifying and correcting input errors prior to the placing of your order.



iletpro
Engine Shed
Station Approach
Bristol
BS1 6QH
United Kingdom

- 35.2 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 35.3 These terms and conditions are available in the English language only.
- 35.4 We subscribe to Codes of conduct Practice under the Property Redress Scheme, which can be consulted electronically at <https://www.theprs.co.uk/>
- 35.5 The website of the European Union's online dispute resolution agency is available at <http://ec.europa.eu/odr>. The online dispute resolution agency may be used for resolving disputes.
- 35.6 The name of the alternative dispute resolution entity that we use dispute resolution is the Property Redress Scheme and its website address is <https://www.theprs.co.uk/>