

## Safe2Rent Terms

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our services to you.
- 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 our service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2. Information about us and how to contact us

- 2.1 **Who we are.** We are Safe2 Ltd a company registered in England and Wales. Our company registration number is 12222247 and our registered office is at Basepoint, Abbey Park Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9AQ.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 669 6198 or by writing to us at [james@safe2ltd.com](mailto:james@safe2ltd.com) and our registered office above.
- 2.3 **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.
- 2.4 **"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 we will accept your order.** If you wish to accept our online quotation on our website [james@safe2ltd.com](mailto:james@safe2ltd.com) you will be asked to create an account and confirm the property details. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for any services. This might be because of unexpected limits on our resources which we could not reasonably plan, because we have identified an error in the price or description of our service or because we are unable to meet a deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from the Isle of Man or Northern Ireland and addresses outside the UK.

**4. Our services**

**5. Your rights to make changes**

If you wish to make a change to the service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of our service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

**6. Our rights to make changes**

**6.1 Minor changes to the service.** We may have to change the service to reflect changes in relevant laws and regulatory requirements for example changes with regard to gas, electric or Health and Safety requirements.

**6.2 More significant changes to the services and these terms.** In addition, we may make other changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not completed.

**7. Providing the services**

**7.1 When we will provide the services** Once we have received your payment an engineer will contact you to arrange a convenient date to perform the inspection and/or services in respect of the property.

**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 If you do not allow us access to provide services.** If nobody is present at the property when the engineer calls or if we are unable to access the property to perform the services as arranged (and there is no good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 10.2 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 our services to you, for example, the property type, number of rooms, condition, any unusual access information. This information should be completed when you register as a customer or 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, or for example you have completed the quotation questionnaire on our website incorrectly, we may either end the contract (and clause 10.2 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 our 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 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update our service to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the service as requested by you or notified by us to you (see clause 6).

## 8. **Your rights to end the contract**

8.1 **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 (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the service or these terms which you do not agree to (see clause 6.2);
- (b) 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;
- (c) there is a risk that supply of the service may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.2 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. However, please note the exceptions to this below.

8.3 **Cancellation Rights** You have 14 days, known as the cooling off period, after the day we email you to confirm we accept your order to cancel. However, if you instruct us to commence our services straight away you will lose your right to change your mind during the cooling off period and lose your right to receive a full refund. Once we have completed the services you cannot change your mind, even if the cooling off period is still running. If you cancel after we have started the services, but before they are completed, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.4 **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 do not have a right to change your mind you can still end the contract before it is completed, but you may have to pay us compensation by way of a cancellation fee to cover our

administrative costs. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) any services we have already completed plus compensation for the costs we will or have incurred as a result of your ending the contract.

8.5 **Cancelling your Monthly Payments.** If you have chosen to pay monthly and you decide to cancel your order but we have performed all of the Services before the 60th monthly payment as detailed in clause 12.5 has been paid then the balance of the price of the services will become immediately due and payable.

## 9. How to cancel the contract with us (including if you have changed your mind)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0800 669 6198 or email us at [james@safe2ltd.com](mailto:james@safe2ltd.com) or you can email us the cancellation form at the bottom of these terms. Please provide your name, home address, details of the order and, where available, your phone number and e mail address.

9.2 **Deductions from refunds if you are 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.

9.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your refund will be made within 14 days of your telling us you have changed your mind

## 10. Our rights to end the contract

10.1 **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, fuel type; or
- (b) you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but

we may deduct or charge you compensation for the net costs we will incur as a result of your breaking of the contract.

## **11. If there is a problem**

- 11.1 **How to tell us about problems.** If you have any questions or queries about our services, please contact us. You can telephone our customer service team at 0800 669 6198 or email us at [james@safe2ltd.com](mailto:james@safe2ltd.com)
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply our services with reasonable care and skill. Nothing in these terms will affect your legal rights.

## **12. Price and payment**

- 12.1 **Where to find the price for the service.** The price of our services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the service you order.
- 12.2 **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 service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
- 12.3 **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 on our website or we may inadvertently provide an incorrect price. 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, refund you any sums you have paid for services not performed.
- 12.4 **When you must pay and how you must pay.** You can either:
- (a) Pay for our services in full in advance; or
  - (b) choose the 60 month payment option and pay for the first month when you order our services.
- 12.5 If you choose the monthly payment option we shall store your credit or debit card details and charge such credit or debit card on the same day of the month as your first payment for the next 11 months.
- 12.6 **\*\*\*Please note that the full balance of our services will become payable immediately if:\*\*\***
- (a) you cancel our services before the 60 monthly payment as detailed in clause 12.5 has been paid but after we have performed our services; or

- (b) a monthly payment is declined or we otherwise cannot take payment from your original card details and you have failed to provide us with up-to-date and complete credit or debit card details.

12.7 We accept payment with VISA and Mastercard. Apologies but we cannot accept payment by AMEX.

12.8 **When you must pay and how you must pay for further work.** If you would like us to perform any further or remedial work You must pay for the products in cleared funds as follows:

- 25% deposit at the time of the acceptance of Your order and/or request for further work; and
- 75% to paid upon receipt of our invoice which will be sent to you via your account or by post.

### 13. **Our responsibility for loss or damage suffered by you**

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.

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 **We are not liable for business losses.** If you use the services for any commercial, business or re-sale purpose (in other words you are a Landlord with 3 or more properties) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, indirect or consequential damages.

13.5 **If you are a business Landlord we limit our liability to you.** If you are a Landlord with three or more properties, then save for death or personal injury caused by our negligence, our aggregate liability in connection with our services is limited to an amount equivalent to the total price paid for the services, whether arising under warranty/guarantee, bank guarantees, insurance amounts, contract, negligence, strict liability, indemnification, defense or any other cause whatsoever.

#### **14. How we may use your personal information**

14.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy: <https://www.safe2buycertificate.co.uk/privacy-policy.pdf>

#### **15. Other important terms**

15.1 **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.

15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our certificate or certificates to a person who has acquired the property in respect of which we have provided the services. We may require the person to whom the certificate is transferred to provide reasonable evidence that they are now the owner of the relevant property.

15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 **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.

15.5 **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.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

**\*\*\*\*\*Important Information about Safe2Rent's Services\*\*\*\*\***

**1. Our Certificates**

- 1.1. Safe2 Ltd (“we” “us” “our”) will instruct certified engineers to undertake gas, electric, portable appliance testing (PAT), fire risk assessments and produce an Energy Performance Certificate (EPC). The engineers will advise you by means of written certifications as to whether in his/her reasonable opinion the utility inspected is safe and meets current regulations and standards.
- 1.2. If you wish to have all tests and assessments carried out on the property and all of which are subsequently deemed safe, we will issue a Safe2Rent certificate for the property.
- 1.3. Certificates if issued will then be uploaded to your account for you to view and download.
- 1.4. The price for any additional services such as legionnaires or an asbestos survey are detailed on our website.

**2. GAS INSPECTION**

- 2.1. The individual carrying out the gas inspection will be a certified gas engineer and will be listed on the gas safety register. The engineer will use all care and skill in the performance of his services.
- 2.2. An appliance condition report will be issued, this will include details on the age of the boiler, if a service history is present, any visual defects, efficiency and in the gas engineers opinion whether the boiler needs replacing in the near future.
- 2.3. The gas safety certification is valid for 12 months of the date of issue but will become void if any work by a third party not authorised by Safe2Rent is carried out on the gas system within the 12 month period.
- 2.4. If the property fails to meet current gas regulations, a gas safety certificate will not be issued. We will provide a quotation to rectify the defects and a certificate will only be issued once the remedial work has been undertaken, provided that the work is carried out by us.
- 2.5. If in the engineer’s reasonable opinion further work is required which is unrelated to the gas safety certificate the gas engineer will issue a no obligation quote.
- 2.6. If the engineer deems the gas to be dangerous and not meet current regulations and/or standards, the engineer may for health and safety purposes (or for any other regulatory purpose) turn the gas supply off and we shall have no liability to you in this regard. It is at the homeowner’s responsibility to rectify the situation.
- 2.7. The gas engineer will not lift any floorboards nor visually inspect any pipework which is not easily accessible.
- 2.8. The gas engineer will test the gas in accordance with gas safe regulations.

### **3. ELECTRICAL INSPECTION**

- 3.1. An electrical installation condition report will be issued detailing any observed damaged, deteriorating, defective or dangerous electrical wiring. Any non-compliance with present-day safety standards will be highlighted.
- 3.2. If the property is felt to be unsatisfactory so as to not pass the inspection you will be notified of the remedial work required to bring the property up to a satisfactory standard and our engineer will provide you with a quotation. However, please note that if we consider the property to be unsatisfactory, that does not necessarily mean the property is unsafe. We will advise you further in this regard.
- 3.3. The electrical safety certification is valid for 5 years from the date of issue. The certificate will be void if any work is carried out on the electrical system by a third party not authorised by Safe2Rent within the 5 year period.
- 3.4. If the property fails to meet current electrical regulations, an electrical safety certificate will not be issued. We will provide a quotation to rectify the defects and a certificate will only be issued once the remedial work has been undertaken, provided that the work is carried out by us.
- 3.5. If the engineer deems the electrics to be dangerous and not meet current regulations and/or standards, the engineer may for health and safety purposes (or for any other regulatory purpose) turn the gas supply off and we shall have no liability to you in this regard. It is at the homeowner's responsibility to rectify the situation.
- 3.6. The engineer will not visually inspect any cabling which is not easily accessible.
- 3.7. The electrical engineer will test the electrics against the UK standard for the safety of electrical installations.

### **4. SMOKE DETECTION**

The engineer will test all of the smoke alarms of the property at the start of a tenancy or every 12 months (whichever is agreed) and confirm whether or not such alarms are in working order.

### **5. FIRE RISK ASSESSMENT**

Our price for a fire risk assessment is based on properties with up to 5 bedrooms. If you would like us to assess a property with 6 bedrooms or more please contact us for a quotation.

### **6. ENERGY PERFORMANCE CERTIFICATE (EPC)**

Our price to produce an EPC is based on properties with up to 5 bedrooms. If you would like us to assess a property with 6 bedrooms or more please contact us for a quotation.

### **7. BOILER SERVICES**

Our additional boiler service will mean that the engineer will inspect the boiler to ensure that the boiler is operating efficiently.

## Schedule 1 Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Safe2 Ltd,

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service [INSERT INSPECTION TYPE\*].

Ordered on[\*DATE]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date