

I. Who we are

We are **Safe2 Ltd** (referred to as “we” or “us” within this agreement) a company registered in England and Wales with the registration number 12222247 and our registered office is Suite 323 Tootal Buildings, Broadhurst House, 56 Oxford Street, **Manchester**, M1 6EU. Safe2 is wholly owned by the National Residential Landlords Association (NRLA – UK Company Registration 12187275).

These are the terms and conditions on which we supply our services to you. 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. Please read them carefully before you submit your order to us.

2. Definitions and Interpretation

“**Account**”: the account allocated to you by us for you to access and purchase our services;

“**Agreement**”: these Terms and Conditions together with the Order Acceptance and any document referred to in these Terms and Conditions or the Order Acceptance;

“**Assignment**”: the performance of property-related services by a Service Provider, following your listing of an Assignment Request and that Service Provider accepting the Assignment Request using Safe2.co.uk;

“**Assignment Request**”: a requirement for property-related services listed by you on Safe2.co.uk, and that can be accepted by a Service Provider for delivery of services;

“**Assignment Slot**”: the date and time for a particular Assignment to take place, as specified by the relevant Service Provider on acceptance of the Assignment Request through Safe2;

“**Authorised Users**”: those who have access to the Account and who will be able to receive notifications regarding particular Assignment Requests and Assignments;

“**Business Day**”: any day other than: (i) a Saturday, (ii) a Sunday or (iii) any day when the clearing banks in the City of London are not physically open for business;

“**Charges**”: the amounts payable by you to us for each Assignment, as set out in Safe2 from time to time;

“**Customer Data**”: the data provided by the you, or us on your behalf, for the purpose of using Safe2;

“**Intellectual Property Rights**”: all intellectual and industrial property rights of any nature anywhere in the world, including copyright, database rights, design rights, topography rights, registered designs, design rights, trade mark rights, service mark rights, domain name rights, patents, rights to inventions, trade secrets, rights in know-how, and any other rights of a similar nature, whether or not any of the same are capable of protection by registration and whether registered or not, and applications for registration of any of the foregoing and the right to apply for any of them, anywhere in the world;

“**Keyholder**”: any agent, occupier, tenant, licence-holder or other relevant person in respect of a Property, that is to be present to provide access to the Service Provider at the relevant Property for the purposes of an Assignment;

“**Order Acceptance**”: the email to you from us accepting the assignment on an Order Form;

“**Order Form**”: the online registration form you submit to us containing the specific information relating to the particular services to be supplied by us to you;

“**Online Quotation**”: what we provide to you in writing confirming the price of an Assignment Request which includes a validity period;

“**Party**”: either us or you, and “**Parties**” shall mean both of us and you;

“**Property**”: any property you enter into Safe2 for the purpose of creating an Assignment Request;

“**Service Provider**”: a business that has registered with Safe2 and able to accept property-related assignments listed by householders that have registered to make such assignments available through Safe2;

“**Service Specific Terms**”: those terms set out in Appendix 1 of this Agreement that apply in addition to these terms based on the service requested on the Order Form.

“**Website**”: the website at www.safe2.co.uk containing the application software developed and created by us and used to arrange, manage and deliver property-related services in respect of specific properties, together with supporting functionality that we make available to allow access to, and use of, that application and the services provided through it.

In this Agreement:

- We or 'us' means Safe2 Ltd and you or means the person instructing us to arrange services on their behalf and our and ours and your and yours shall be construed accordingly.
- The masculine includes the feminine and the singular the plural and vice versa.

3. What we do

On your instruction, Safe2 Ltd will act as your agent to instruct certified engineers on your behalf to undertake various services on your property.:

The specific services offered, their pricing, and the details of those service are set out on our website.

4. Subscription Service

We will carry out the following services for each property that you enter into a subscription with us for:

- Annual gas boiler service and landlord's gas safety certificate
- Landlord's Electrical Installation Condition Report
- Portable Appliance Test – up to 15 Items
- Energy Performance Certificate
- Smoke Detector Inspection

These services will be carried out at the legally required intervals or when the previous such certificate expires.

If Selected, we will further provide 24-hour emergency breakdown cover for such items as are specified in the subscription level you have selected. The full terms of our emergency cover are available [here](#). Any works under the emergency cover are subject to a call-out charge as specified for the subscription level selected and as detailed on our website.

Our subscription service does not include the cost of any parts or corrective work required as a result of any fault or failure found as a result of any of the services provided. If a further test is required to provide an approved inspection certificate after corrective works then the cost for this further inspection and certificate is not included within the subscription.

The services will only be provided for so long as the subscription is fully paid up to date, no payments have been declined or unpaid, and you have not sought to cancel your subscription. All subscriptions are for a minimum term of twelve months. You must give us not less than 3 months' notice by email (which clearly states your subscription details) to support@safe2.co.uk to cancel the contract.

If you seek to cancel the contract inside the minimum term or any monthly payment fails or is declined, we will immediately invoice you for the remainder of the minimum term and such invoice must be paid within 14 days of presentation.

5. Ordering process

To receive an online quotation, visit our website and enter your contact information, requirements and property details into the website, if we can provide the services you require, we will provide a no-obligation, online quotation which is valid for 30 days. This sets out costs and terms and conditions and any Service Specific Terms.

If you wish to accept our online quotation on our website, 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 be formed between you and us.

If we are not able to accept your order, we will inform you of this and you will not be charged. If you have already paid, then you will be refunded within 5 business days. 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. Note that we are only able to provide services within England and Wales.

6. Provision of Service

We will assign any work required to an engineer who we reasonably believe is appropriate to carry out the work required. That engineer will contact you to arrange a convenient date to perform the inspection and/or services in respect of the property. It is your responsibility to liaise with your tenant to ensure that the agreed dates are suitable for them and that access will be provided.

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 9 will apply.

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 and any unusual access information. If you do not provide 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 9 will apply) or we 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.

We may have to suspend the supply of a service to:

- deal with technical problems or make minor technical changes;
- update our service to reflect changes in relevant laws and regulatory requirements;
- make changes to the service as requested by you or notified by us to you.

Any testing will be carried out within extant regulations and guidance. No lifting of floorboards or opening of walls or other intrusive works will be carried out during an inspection. No Service Provider is required to provide a certification if they do not reasonably believe that the relevant installation meets the required standard.

If the Service Provider considers that further works are necessary as a result of any inspection or certification work, they will provide you with a quote for that additional work. You are not obliged to accept any such quote. If that quote is accepted and the work is done then the Service Provider may choose to issue the appropriate certification at a later date.

7. Our obligations to you

We warrant that:

- we shall use our reasonable skill and care in providing Safe2 and having Assignments undertaken by Service Providers;
- we have all necessary rights, permissions and consents to enter into, and perform our obligations under, this Agreement; and
- we shall comply with all applicable laws, statutes, regulations and byelaws in relation to the exercise of our rights and performance of our obligations under this Agreement.

We have the right to make any changes:

- which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of Safe2; and
- any Assignment which are (or cancel any Assignment if) necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of that Assignment;
- and we shall notify you in any such event. If we cancel the Assignment before it is performed, we will refund to you any Charges you have paid to us in respect of that Assignment.

8. Your Responsibilities to Us:

You must:

- Ensure that the details of each order and Assignment Request are accurate and complete.
- Cooperate fully with us by providing timely and necessary information to fulfil our obligations under this Agreement.
- Have the proper rights, permissions, and consents to carry out your obligations.
- Abide by all relevant laws and regulations regarding your rights and responsibilities under this Agreement and for each Assignment.
- Provide appropriate and safe working conditions for Service Providers at your property.
- Notify us in advance of any relevant regulations affecting Service Providers at your property.
- Ensure someone is available at the property during Assignment times to assist Service Providers.
- Sign a confirmation note after each Assignment is completed.
- Ensure that all authorised users and keyholders cooperate with us and Service Providers.
- Indemnify us against all costs, fines, penalties (whether civil or criminal), and expenses (including legal costs and expenses) we might incur as a result of acting as your agent.

You are responsible for providing us with the necessary information to use Safe2, including listing Assignment Requests and managing properties. We won't be liable for any issues caused by incomplete or inaccurate information from you.

You must not use Safe2 for any unlawful, fraudulent, or inappropriate purposes, including submitting inaccurate or outdated information, or transmitting harmful software.

You are not allowed to use automated tools to access Safe2 or collect information from it.

You are responsible for ensuring Safe2 meets your needs and using it responsibly. You're also responsible for keeping your information up-to-date and complying with this Agreement.

You are responsible for all fees for Service Providers. We will make payment provided that we have been provided with the necessary funds by you to do so.

You must not impersonate others or provide false information. Failure to comply may result in termination of the Agreement.

We're not liable for any breaches of this Agreement due to information provided by you or for any improper Assignment Requests.

During and after the Agreement, you agree not to bypass Safe2 to engage with Service Providers directly or to solicit them away from Safe2.

You must maintain insurance for each property against common risks, including Force Majeure events.

9. Termination

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;
- 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.

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.

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:

- 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;
- you do not, within a reasonable time, allow us access to your premises to supply the services;
- you act in a way that makes it impossible or unreasonable for us to continue acting for you as your agent.

10. Consequences of termination

If we end the contract in the situations set out in Clause [Error! Reference source not found.](#), 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. Safe2 Account

When you place an order with us, we shall allocate you with an Account for optimised use of Safe2. You may allocate an Authorised User access to the Account. Acts and omissions of Authorised Users shall be treated as if they were your acts and omissions. You may access the Account only with a browser or device that is compatible with Safe2 (and its security features).

Once you have been allocated access to the Account, you will be asked to create a username for, and allocate a password to, such access (and for each Authorised User). You must keep the password confidential and immediately inform us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of the Account or any breach of security known to you. You agree that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) Safe2. You are entirely responsible if you do not maintain the confidentiality of your password.

Once you have access to the Account, you may update your details, import Properties, list Assignment Requests, and manage Assignments, by accessing the Account. You must notify us immediately of any changes which are relevant to the Account by informing us through the Account, or otherwise by contacting us by using the contact information listed within Safe2.

If we reasonably believe that you have failed to comply in any way with any of the terms of this Agreement, we may exercise any one or more of the following remedies at our absolute discretion, whether or not any of Assignments have been accepted by Service Providers:

- rescind this Agreement (in whole or in part); and/or
- remove any Assignment from Safe2;
- restrict access to the Account; and/or
- close the Account.

12. Fees & Charges

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.

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.

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 and refund you any sums you have paid for services not performed.

13. Intellectual Property Rights

We and you acknowledge that, as between us and you, we own all Intellectual Property Rights in Safe2 and the Account. We grant to you a limited non-transferable licence to make use of Safe2 and the Account in accordance with this Agreement. This licence expressly excludes, without limitation: any resale or commercial use of Safe2; modifying, distributing, copying, republishing or making any derivative of Safe2; and any data extraction or data mining whatsoever.

Any goodwill accruing out of the use of our and our affiliates Intellectual Property Rights under this Agreement shall vest in us and our affiliates, as the case may be.

You grant to us and our affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to exercise all Intellectual Property Rights over the information provided by you to us under this Agreement, including the Customer Data.

Subject to anything else to the contrary in this Agreement, neither Party shall have any rights over or to use the other Party's Intellectual Property Rights for any other purpose without the other Party's express prior written consent.

14. Confidentiality

We will keep the information you have supplied us with, for the purposes of setting up an account and/or carrying out an assignment, confidential except for the purpose of exercising or performing our rights and obligations under this Agreement.

We may disclose this information to our employees, agents and subcontractors who need to know it to quote for and/or deliver the assignment. We may also be required to disclose this information by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so.

The provisions of this Clause 11 shall continue to apply after termination of this Agreement.

15. Limitations of liability

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.

Our aggregate liability in connection with our services other than for death or personal injury caused by our negligence 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, defence or any other cause whatsoever.

We act as your agent in instructing third party contractors and have no liability for their work. These contractors are instructed on your behalf by us and their ultimate contract is with you. Any loss you incur due to the fault or negligence of any third-party contractor is a dispute between you and that contractor.

16. Use of Personal Data

We will only use your personal information as set out in our [Privacy Policy](#).

17. Force Majeure

We will have no liability for any breach, hindrance, or delay in performance of our obligations under this Agreement which is caused by any circumstance or event which is beyond our reasonable control.

18. Notices

Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party by email (to your email address contained in the Order to us at support@safe2.co.uk).

A notice shall be deemed to have been received on the next business day after being sent unless a bounce back or other email error message is received.

19. Assignment

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.

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.

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.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

20. Severance

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. Waiver

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. Third Party Rights

A person who is not a Party to this Agreement shall not have any rights under or in connection with this Agreement.

23. Variation

We may change this Agreement at any time by sending you an email with details of the change or notifying you of a change when you next access our website. The new terms may be displayed on screen and you may be required to read and accept them to continue your use of our website and serviced. If you do not agree with the changes, you may terminate this Agreement in accordance with Clause 9.

24. Changes to the contract

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 and 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 re-confirm whether you wish to go ahead with the change.

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.

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.

25. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall (for properties in England and Wales) be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim or (for properties in Scotland) be governed by and construed in accordance with the laws of Scotland and the Courts of Scotland shall have exclusive jurisdiction over any such dispute or claim.

26. Cancellation

Right to cancel

If you are a consumer, you will have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory.

If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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

To: Safe2 Ltd of Suite 323 Tootal Buildings, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU (or by email support@safe2.co.uk)

We hereby give notice that We cancel our contract of sale for the supply of the property repair and maintenance services arranged by Safe2,

Name of consumer(s),

Address of consumer(s),

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

Date