

Terms and Conditions of Trading of Clubwise UK Limited (trading as RentCollection)

This Agreement between Clubwise UK Ltd 'the Supplier' and 'the Customer' is entered into

WHEREAS, the Supplier trades as 'RentCollection' and provides a rent payment management service (the 'Service')

WHEREAS, the Customer is a landlord or letting agent who lets residential properties in the UK to private tenants 'the Tenant'

1. Execution

On agreeing to these Terms and Conditions of Trading the Customer will be formally invited to instruct the Supplier. This Instruction will give consent to the Supplier to use the data provided by the Customer in the Instruction to perform background checks as deemed proportionate, reasonable and necessary to qualify the Customer's integrity and suitability to enter into this Agreement. This will include Anti Money Laundering checks, personal credit checks, identity verification and where necessary company credit checks. Directors of a limited company requesting our services will be required to provide personal guarantees (see clause 17). Only when these prerequisites are satisfactorily completed can this Agreement be executed

2. Services and Charges

2.1 The Supplier will collect rent from the Tenant on the agreed dates by Direct Debit

2.2 The prevailing Collection Fee (described as a 'Management Fee' on Customers' statements) at the time of sign up will be charged every time rent is collected. Any additional administration required to maintain your account will be charged at the hourly rate of £50 on a whole or part thereof basis

2.3 From time to time the Supplier may need to increase the price of collection service and will give the Customer at least one full month's notice of any incoming price increase and will make it very clear when the price increase will take effect and how much the new collection fee will cost after the increase. During this period the Customer will have their usual right to terminate the Service. In the absence of said termination by the new fee date given in the Supplier's notice the price of the collection fee will be increased in accordance with said notice

2.4 The Supplier will only charge the Customer a Collection Fee when they have successfully collected rent from the Tenant or when the Tenant has bypassed the Supplier and paid the Customer direct. The Collection Fee will be deducted from the rent collected and the balance will be forwarded to the Customer. No Collection Fee will be charged to the Customer if there is no rent collected or paid direct to the Customer from the Tenant

2.5 The Supplier shall have no liability to the Customer should the Tenant fail to make a payment

2.6 The Customer will cover the prevailing Land Registry fee for any searches the Supplier deems necessary to complete the Customer's application

3. The Customer's Obligations

3.1 On execution of this Agreement, any pre-agreed set up administration fees will fall due which may be deducted from the first month's rent collected

3.2 The Customer will upload a signed copy of the relevant tenancy agreement on demand from the Supplier

3.3 Immediately notify the Supplier of any variations or amendments to the Tenant's details contained in documents or information previously supplied to the Supplier

3.4 Where the Customer is more than one person, all Customer signatories to this Agreement are joint & severally liable

4. Indemnity

4.1 The Customer shall indemnify the Supplier against any cost, loss, damage, claim and expense or demand incurred or suffered or for which it may be liable for by reason of:

4.1.1 Any Tenant's payment rejected by their bank or any error being made by the bank in connection with it

4.1.2 Any losses incurred through payments the Supplier has to make to indemnify BACS against any charges made by them in relation to any Tenant's Direct Debit payment

4.1.3 Any losses incurred owing to overpayments by the DWP or local housing authority to the Supplier after such payments have already been forwarded to the Client

4.2 Overpayment indemnities described above at (4.1.3) can be recovered by the Supplier from other Tenant rent payments due to the Customer

5. Tenancy Terminations

5.1 If a tenancy agreement between the Tenant and the Customer is terminated for whatever reason the Customer must notify the Supplier immediately. The indemnity at 4.1 covers any costs and expenses incurred by the Supplier due as a direct consequence of late notification of a terminated tenancy

6. Payment of Fees Due to Clubwise

6.1 The Supplier is entitled to deduct fees from payments due to the Customer from the Tenant under this Agreement or any other agreement between the Supplier and the Customer

6.2 If the Supplier transmits any monies to the Customer or the Customer's client landlords in error and they are not repaid in full on demand, the Supplier shall be entitled to deduct the relevant amount from payments due from the Supplier to the Customer under this Agreement or any other agreement between the Supplier and the Customer

7. Duration and Termination

7.1 This Agreement shall come in to force on the acceptance of its terms by the Customer and shall continue subject to one month's notice in writing given at any time by either party to the other after an initial term of six months

7.2 Either party shall be entitled to terminate this Agreement forthwith by written notice within six months if:

7.2.1 That other party commits any breach of this Agreement:

7.2.2 That other party goes into liquidation (except for the purposes of amalgamation and reconstruction and in such manner that the organisation resulting therefrom effectively agrees to be bound by and assume all obligations imposed on that party under this Agreement)

7.2.3 That other party becomes or is declared bankrupt

7.2.4 That other party is otherwise unable to pay debts as they fall due

7.2.5 That other party ceases or threatens to cease to carry on business

7.2.6 It is in either party's opinion in its best commercial interests to terminate the Agreement in the event of any illegal activity by the other party

7.3 Failure of the Customer to adhere to the termination clauses of this Agreement will result in a Termination Fee of £500 payable by the Customer to the Supplier which in the first instance will be deducted at source from Customer's funds held by the Supplier at the time of termination

7.4 The right to terminate this Agreement given by this clause 6 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach

8. Debit and Credit Card Collections Privacy

Where the Supplier collects rent using the card details given by the Tenant during the initial set-up the Supplier will not hold records of any card details collected online, on the telephone or by any other means. All payment card details are given to the Supplier's payment processing partner whosever that may be

9. Credit and Debit Card Terminations

It is the Tenant's responsibility to notify the Supplier of any payment card expiry. The Supplier will not be responsible for any rent arrears caused by failed rent collections due to card expiry.

10. Fees

10.1 Monthly Collection Fees

The Collection Fee is that which is set at inception (whatever the advertised rate is at the time of the Customer's enquiry) and will remain fixed for the duration of this Agreement. It will be deducted from each monthly collection and the balance will be forwarded to the Customer

11. Direct Debit Collections

Collections can be made on any day of the month between days 1-28

12. Rent Forwarding

Funds will be transferred from the Supplier's bank to the Customer's bank within one working day of the Supplier receiving cleared funds from the Tenant. This will be within six working days of the rent collection day. The same day Faster Payment banking process will be used

13. Statements

Payment statements will be updated monthly and uploaded to the Supplier's secure website by the time payment will be received by the Customer i.e. within 3 working days of the collection date

14. Force Majeure

The Supplier shall have no liability to you for any failure to deliver a service you have ordered or any delay in doing so or for any damage that is caused by any event or circumstance beyond its reasonable control

15. Supplier Protection

15.1 Where the Customer is an agent representing their own landlords the Supplier is forbidden from making approaches to that Customer's clients to work directly for that landlord unless agreed by the Customer

15.2 On Termination the Supplier will continue to be sworn to confidentiality with regard to a Customer's account

15.3 Where the Customer is an agent the Supplier will be forbidden from discussing anything relating to that Customer's clients' accounts with any of that Customer's own clients.

15.4 On termination no approach whatsoever can be made by the Supplier to an agent Customer's landlord clients

15.5 On termination no approach for transfer of business can be made by a Customer's landlord client to the Supplier for six months

15.6 Where a former Customer's client landlord approaches the Supplier to transfer business, the Supplier is duty bound by this Agreement to notify the Customer

16. General

16.1 The Supplier shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is a holding company or subsidiary (as defined by section 736 Companies Act 1985) or the subsidiary of any such holding company

16.2 The Supplier may assign this Agreement and its rights and liabilities hereunder without further reference to the Customer

16.3 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the parties and save as expressly provided for in this Agreement or by the Act, neither party shall be or be deemed to be the agent of the other for any purpose whatsoever

16.4 This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties and with respect to it and may not be modified except by a written instrument signed by a duly authorised representative of both parties

16.5 Each party acknowledges that in entering into this Agreement it does do so on the basis of good faith and does not rely on any representation, warranty or other provision - except as expressly provided in it, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall, notwithstanding any other provisions of this Agreement, in any way restrict or purport to restrict liability for fraud or fraudulent misrepresentation

16.6 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provisions

16.7 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and Wales and each party submits to the non-exclusive jurisdiction of the Courts of England and Wales

16.8 None of the provisions of this Agreement, and no rights in respect of any breach thereof, shall be considered waived except where such waiver is given in writing. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by the law

16.9 If either party is prevented or delayed from making any payment hereunder due to a bank strike or a breakdown of their services, that party shall be excused from making such payment for as long as and to the extent that such strike conditions or breakdown of service continues to prevent or delay payment

16.10 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of his Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act

16.11 The Customer will be bound by the general Terms and Conditions of the rentcollection.co.uk website which are available to view at the foot of each page of the website and are from time to time subject to change. The Supplier will contact you each time these terms and conditions are modified

17. Personal Guarantees

Where the Customer is a limited company, all directors of that company may be required to provide personal guarantees on a joint and severally liable basis to indemnify the Supplier in accordance with clause 4

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