

Terms and Conditions of Trading of Clubwise UK Limited (trading as rentcollection.co.uk) for Tenants

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This Agreement between Clubwise UK Ltd 'the Supplier' and 'the Tenant' is entered into once the Tenant ticks the box on the login page of the RentCollection website on the Tenant's first login

WHEREAS, the Tenant is an individual or an organisation who rents a residential or commercial property in the UK from a landlord ('the Landlord') or letting agent (the 'Agent') that uses our rent collection services.

1. Rent Collections

- 1.1 The Tenant will be invited to login and sign up for the Supplier's rent collection service which has been offered to the Tenant following the Supplier receiving instructions from the Landlord
- 1.2 The Tenant will receive rent payment instructions from the Supplier to initiate the service on a date agreed between the Tenant and Landlord in their tenancy agreement
- 1.3 The Supplier will receive rent from the Tenant either by Direct Debit, Faster Payment bank transfer as a single payment or as a standing order according to whichever collection method is deemed the most appropriate by the Supplier
- 1.4 The Supplier acts as a third party agent to the Landlord or Agent and therefore shall have no liability to the Tenant in any dispute that the Tenant should have with the Landlord or Agent
- 1.5 In the event of non-payment of rent by the Tenant, the Supplier shall inform the Landlord or Agent and may advise them of appropriate follow-up action required to recover non-payment depending on the reason
- 1.6 Non-payment of rent after a 14 day period will result in interest being applied at the statutory rate of 3% above the prevailing Bank of England base interest rate

2. Late Payments

The Tenants will be contacted by email to make an immediate bank transfer to cover any missed payment. If the Tenant does not respond within 48 hours they will be contacted again by telephone and/or email with a repeat request. If the Supplier has to make a third late payment contact with the Tenant (by day 5) that contact will carry a Default Notice warning

3. Default Notice

A Default Notice served to the tenant after 14 days is a precursor to a Notice for Possession recommendation to the Landlord from the Supplier. The Default Notice will give the tenant 7 days to bring their rent account up to date. The Tenant should note the important fact that only one Default Notice can be served during a 12 month period. The implication of this is that even if full settlement is made within 7 days of a notice being served, the next time rent is late by more than 14 days the process will escalate without warning to a Notice for Possession recommendation to the Landlord

4. Indemnity

4.1 The Tenant 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 any losses incurred through payments the Supplier has to make to indemnify a Landlord or Agent against any charges made by them in relation to any Tenant's payment

5. Tenancy Terminations

5.1 If a tenancy agreement between the Tenant and a Landlord or Agent is terminated for whatever reason the Tenant must notify the Supplier immediately.

6. Duration and Termination

6.1 This Agreement shall come in to force on the acceptance of its terms by the Tenant and shall continue for the duration of the tenancy to which it applies

7. Direct Debit Collections

Collections are made on any working day of the month and payment to the Landlord or Agent will normally arrive in their account no longer than five working days after your payment date.

8. Billing

Rent will be transferred from the Supplier's bank to the Landlord or Agent's bank within 1 working day of the Supplier receiving cleared funds from the Tenant regardless of the method of collection used. The same day Faster Payment banking process will be used

9. Statements

Payment statements will be updated each time a rent payment has been forwarded to the Landlord or Agent and can be viewed by the Tenant within their RentCollection dashboard

10. Force Majeure

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

11. General

11.1 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

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

11.3 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

11.4 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

11.5 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

11.6 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

11.7 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

11.8 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

11.9 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

11.10 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