



Landlord agreement

I accept that my use of flatfair's Services in relation to any tenancy agreement I enter into as a landlord will be subject to flatfair's Terms & Conditions.

Signed by or on behalf of [the Landlord]

Signature:

Date:

Name:

LANDLORDS



Terms & conditions

Everything you need to know about using flatfair as a landlord.

Please read these terms carefully before joining flatfair as a landlord.

1. WHO WE ARE

We are flatfair Limited (Company Number 10487576), whose registered office address is at 107 Cheapside, London, United Kingdom, EC2V 6DN (“flatfair”, “we”, “our”, and “us”).

2. OUR CONTRACT WITH YOU

- 2.1. Your No Deposit Agreement (“**Agreement**”) is subject to these terms and conditions (“**Terms**”), which impose legally binding obligations upon you. It is important that you read these Terms carefully before signing the Agreement. Capitalised words within these Terms are defined in clause 4 below. Please let us know if you have any questions about these Terms.

3. OUR SERVICE

- 3.1. **What We Do.** flatfair offers residential landlords a deposit-alternative service, which replaces the need for a cash deposit in the event of Tenant Default under a Tenancy Agreement by allowing landlords and tenants to quickly and easily resolve any end-of-tenancy charges online (“**Service**”). The Service is provided through flatfair’s platform at www.flatfair.co.uk (“**flatfair Platform**”). flatfair also provides protection to landlords in the event of Tenant Default up to the value of a certain number of weeks’ Rent. The maximum amount of protection available (by way of a “**flatfair Offer**”) is determined by flatfair from time to time and will be communicated to landlords prior to signing the Agreement.
- 3.2. **Duration of the Service.** We shall supply the Service to you from either (a) the first day of the Rental Period, (b) the date that all relevant terms and conditions are signed by you and the Tenant, or (c) the date we receive the Check-in Fee from the Tenant (whichever is latest). We shall continue to provide the Service until either (a) all Established Charges are settled by the Tenant, (b) a flatfair Offer is made to you, or (c) the Agreement is otherwise terminated in accordance with these Terms.
- 3.3. **How to Contact Us.** You can contact us via the flatfair Platform or by e-mail at support@flatfair.co.uk.
- 3.4. **No Assistance.** You understand and accept that we provide no assistance, advice or warranties regarding the Property, its condition or presentation, the Tenancy Agreement, its termination, Tenant queries or Tenant complaints. Should a Tenant wish to rent your Property, we make no guarantee as to their character, behaviour, financial means or rental history.

4. DEFINITIONS

- 4.1. The following definitions apply within your Agreement and these Terms:
- 4.2. **Adjudicator** means an independent adjudicator chosen by us, whose terms of appointment and remit in respect of our Service shall be determined by us.
- 4.3. **Adjudication** means the process carried out by the Adjudicator to determine whether a Proposed Charge (or any part of it) at the end of the tenancy should become an Established Charge.
- 4.4. **Check-in Fee** means the fee paid to us by the Tenant in consideration for us allowing them access to the flatfair Platform and enabling them to move into the Property without providing a cash deposit to you.
- 4.5. **Counter Proposal** means a counter proposal by a Tenant to a Proposed Charge.
- 4.6. **Default** means any failure by the Tenant to: (a) pay the whole or any part of the Rent, interest, outgoings or any other sums due to, or recoverable by, you under the Tenancy Agreement (whether or not reserved by way of Rent); (b) observe and perform any covenants and conditions of the Tenant contained or referred to in the Tenancy Agreement (save for fair wear and tear); or (c) pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations, covenants, and conditions of the Tenant under the Tenancy Agreement.
- 4.7. **Eligibility Criteria** means the conditions that a Tenant must satisfy in order to qualify for flatfair’s services, which are set by flatfair from time to time.

- 4.8. **Established Charge** means: (a) the amount of a Proposed Charge that a Tenant agrees to; (b) the total Proposed Charge where the Tenant fails to dispute the Proposed Charge within flatfair’s timeframes; or (c) the amount of a Proposed Charge that an Adjudicator determines is owed to the Landlord following a dispute.
- 4.9. **flatfair Offer** means the offer described in clause 8.14 below.
- 4.10. **Guarantor** means a person or entity satisfying the Guarantor Eligibility Criteria and who is subject to the Tenant Terms and Conditions.
- 4.11. **Guarantor Eligibility Criteria** means the conditions that a Guarantor must satisfy in order for the Tenant to qualify for flatfair’s services, which are set by flatfair from time to time.
- 4.12. **Landlord** (together with “you” and “your”) means the owner of the Property or a person or entity with authority to deal with the Property as though they were the owner.
- 4.13. **Property** means the rental accommodation, including the Landlord’s contents, defined in the Tenancy Agreement.
- 4.14. **Proposed Charge** means a charge proposed by the Landlord at the end of the Rental Period in respect of a Default or alleged Default by the Tenant.
- 4.15. **Rent** means the rental amount payable by the Tenant in respect of their occupation of the Property as specified in the Tenancy Agreement.
- 4.16. **Rent Arrears** means one or more rental payments under the Tenancy Agreement that are not paid by the Tenant when they fall due.
- 4.17. **Rent Arrears Negotiation Platform** means the online platform provided by flatfair for the purpose of logging and managing Rent Arrears.
- 4.18. **Rental Period** means the rental period stipulated in the Tenancy Agreement.
- 4.19. **Tenancy Agreement** means the written and signed tenancy agreement between the Landlord and the Tenant in respect of the occupation of a specified Property for a specified amount of Rent over a defined period of time.
- 4.20. **Tenant** means the tenant(s) of the Property and/or Guarantor(s). Where there is more than one Tenant, references to ‘Tenant’ in these Terms refer to all Tenants collectively.
- 4.21. **Tenant Terms and Conditions** means the terms and conditions which the Tenant and any Guarantor agree to in taking out a No Deposit plan.
- 4.22. **Working Day** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

5. KEEP US INFORMED

- 5.1. **Honest and Accurate Information.** You shall provide us with complete, honest and accurate details regarding the Tenant and the Property which we may request at any time. This will include, as a minimum, details regarding the Property’s location, the Rent, the Tenant’s identity (including National Insurance number), the identity and contact details of any Guarantor and the terms of the Tenancy Agreement.
- 5.2. **Punctual Communication.** You acknowledge that for us to provide our Service effectively, we require your communication and co-operation on a punctual basis.
- 5.3. **Updating your Details.** You must notify us immediately if any details relating to your use of the Service, including your contact details, change.
- 5.4. **Your Bank Account Details.** You must provide us with details of your designated bank account so that we may remit any payment due to you pursuant to these Terms.

6. BEFORE THE TENANCY STARTS

- 6.1. **Right to Rent the Property.** It is your legal responsibility to establish that all Tenants have the right to rent a Property within the UK.
- 6.2. **Eligibility Criteria.** You must ensure that the Tenant (and any Guarantor) passes our Eligibility Criteria (and Guarantor Eligibility Criteria) before the tenancy starts. Our Eligibility Criteria in force at the time you sign this Agreement will be displayed on our website or otherwise communicated to you from time to time.
- 6.3. **Reference Checks.** In order to verify that each Tenant (and any Guarantor) passes our Eligibility Criteria (or Guarantor Eligibility Criteria), you must engage an independent third-party referencing provider to conduct appropriate checks within the timeframes set by flatfair from time to time.
- 6.4. **Signatures.** You must ensure that each Tenant (and any Guarantor) signs the Tenancy Agreement before move in.
- 6.5. **Check-in Inventory.** It is recommended that you prepare a detailed written check-in inventory report for the Property, including a photographic schedule sufficient for use as evidence in the event of any end-of-tenancy dispute, before the start of the Rental Period. If the check-in inventory report is not carried out independently, it is recommended that it be signed by the Tenant within **7 days** of the start of the Rental Period. Failure to comply with these guidelines may affect your chances of a Proposed Charge becoming an Established Charge or being recovered from the Tenant.

7. DURING THE TENANCY

- 7.1. **Referencing Conditions.** If the Tenant (or any Guarantor) is only able to meet our Eligibility Criteria (or Guarantor Eligibility Criteria) by fulfilling certain conditions set by the referencing provider, you should ensure that the Tenant or Guarantor continues to fulfil those conditions throughout the duration of the Rental Period.
- 7.2. **Mid-Term Inspection.** It is recommended that you carry out at least one mid-term inspection of the Property within 6 months of the start of the Rental Period and notify us within **14 days** of any damage or issue discovered that you intend to propose a charge for. Thereafter, if the Rental Period continues for more than 12 months, it is recommended that you carry out a mid-term inspection every 6 months.
- 7.3. **Legal Proceedings in respect of the Tenancy.** If the Rental Period terminates due to service of a Section 21 or a Section 8 Housing Act 1988 notice upon the Tenant, or if you pursue any other legal proceedings against the Tenant, you must notify us within **14 days** of the end of the tenancy.
- 7.4. **Extension of the Tenancy Agreement.** If you agree to extend the Rental Period of the Tenancy Agreement with the Tenant, it is recommended that you notify us within **14 days** of the extension.
- 7.5. **Rent Arrears.** If any Rent Arrears accrue during the Rental Period, it is recommended that you notify us within **14 days** of the first missed Rent payment. If the Rent Arrears are not resolved within 1 month, you may be required to engage with the Tenant via flatfair's Rent Arrears Negotiation Platform.
- 7.6. **Abandonment.** If the Property is abandoned by the Tenant, it is recommended that you notify us within **14 days** of your discovery of the abandonment.
- 7.7. **Insurance or other Policies.** If at any time prior to or during the Rental Period you take out any policy of insurance or equivalent with a third party in respect of the Property or the Tenancy Agreement providing cover in the event of a Default or alleged Default, you must notify us within **14 days** of the start of the policy and provide such further information about the policy as we may request. Without limiting our general discretion as to whether we choose to make a flatfair Offer, we may not make a flatfair Offer until the amount of such insurance or other policy is exhausted.

8. AT THE END OF THE TENANCY

- 8.1. **Check-out Inventory.** It is recommended that you prepare a detailed written check-out inventory report for the Property, including a photographic schedule sufficient for use as evidence in the case of any end-of-tenancy dispute, as soon as possible after the Rental Period comes to an end. If the check-out inventory report is not carried out independently,

it is recommended that it be signed by the Tenant within **7 days** of the end of the Rental Period. Failure to comply with these guidelines may affect your chances of a Proposed Charge becoming an Established Charge or being recovered from the Tenant.

- 8.2. **Prior to Proposing a Charge.** Prior to making a Proposed Charge, you must have taken reasonable steps to mitigate any losses stemming from the Default or alleged Default, including, where appropriate, by exercising the rights and remedies available to you under the Tenancy Agreement and under statute, including section 8 of the Housing Act 1988 (or such other equivalent legislation from time to time in force), and where the Default consists of Rent Arrears, by engaging with the Tenant via flatfair's Rent Arrears Negotiation Platform. You may be required to provide evidence of your compliance with these requirements.
- 8.3. **Timeframe for Proposing a Charge.** If you wish to make a Proposed Charge, you must do so within **28 days after the end of the Rental Period** (or within 28 days after the date you regain possession of the Property, if later).
- 8.4. **Providing Your Evidence.** You should provide appropriate evidence to support your Proposed Charge, which may include the check-in inventory report, the check-out inventory report, the mid-term inspection report(s), any correspondence with the Tenant regarding the Proposed Charge; any court orders / judgments / notices (if applicable), any photographs (if applicable), and any receipts / invoices (if applicable). Failure to comply with these guidelines may affect your chances of a Proposed Charge becoming an Established Charge or being recovered from the Tenant.
- 8.5. **Tenant Notification.** Upon receipt of notification of a Proposed Charge, the Tenant has **10 days** to respond.
- 8.6. **Tenant Interaction.** Should the Tenant agree to the Proposed Charge, the Proposed Charge will automatically become an Established Charge. Should the Tenant fail to dispute the Proposed Charge, the Proposed Charge will automatically become an Established Charge, save that where a Tenant fails to respond to the Proposed Charge at all, we reserve the right to refer the Proposed Charge to Adjudication on the Tenant's behalf.
- 8.7. **Counter Proposal.** We will notify you if a Tenant wishes to provide a Counter Proposal to your Proposed Charge. If agreement is not subsequently reached between you and the Tenant in relation to the Proposed Charge within **10 days** of a Counter Proposal being made, the Tenant will be deemed to dispute the Proposed Charge and it will be referred to Adjudication.
- 8.8. **Adjudication initiated by Tenant.** A Tenant may refer a Proposed Charge to Adjudication at any time after engaging with a Proposed Charge. We will notify you if the Tenant chooses to refer a Proposed Charge to Adjudication.
- 8.9. **Adjudication initiated by You.** You may refer a Proposed Charge to Adjudication at any time within the 10-day period referred to above after the Tenant has provided a Counter Proposal. We will notify the Tenant if you choose to refer the Proposed Charge to Adjudication within this period.
- 8.10. **Adjudication Evidence.** Once a Proposed Charge has been referred to the Adjudicator, both you and the Tenant will have an opportunity to provide any further written or photographic evidence. You must provide any such evidence within **5 days** of our request.
- 8.11. **Adjudication Decision.** In agreeing to use our Service, you acknowledge that the Adjudication decision is final and binding on you and the Tenant and you agree that you will not take any legal action against us in respect of the subject matter of the Adjudicator's decision.
- 8.12. **Payment of Established Charge.** In the event of your Proposed Charge becoming an Established Charge and payment by the Tenant to us of that Established Charge, we will use all reasonable endeavors to pay you within 10 days of our receipt of payment from the Tenant.
- 8.13. **When a Proposed or Established Charge is Not Payable.** You agree that no Proposed or Established Charge will be payable by the Tenant: (a) to the extent that you have already recovered the amount of the Proposed or Established Charge from the Tenant directly; or (b) to the extent that you have already recovered the amount of the Proposed or Established Charge from the Guarantor directly.

- 8.14. **flatfair Offer.** In circumstances where there is an Established Charge, but the Tenant fails to pay the Established Charge within 10 days of the invoice date, flatfair will notify you of your options. These may include flatfair offering to purchase an assignment of the Established Charge or offering an arrears recovery service, but flatfair retains an absolute and unfettered discretion as to what options are offered and the details thereof (including their extent and nature). In the event you refuse any such offer and undertake your own recovery action against a Tenant, you will be entitled to use all evidence available on the flatfair Platform, including any Adjudicator findings, to support that action. All such information will be released to you within **5 Working Days** of any request being made.

9. PRIVACY AND CONFIDENTIALITY

- 9.1. **Confidential Information.** You acknowledge that these Terms and any information regarding the Service that are not in the public domain are confidential and you shall not share them with any third party.
- 9.2. **Sharing Your Information.** You agree that we may share your personal data as set out in flatfair's Privacy Policy (<https://flatfair.co.uk/privacy/>).

10. TERMINATION

- 10.1. **Our Right to Terminate.** Without affecting any other right or remedy available to us, we may terminate the Agreement with immediate effect by giving written notice to you in the event that: (a) you fail to conduct the appropriate checks in respect of a Tenant or Guarantor as set out above, or fail to conduct those checks with due care; (b) you accept a Tenant (or Guarantor) despite their failure to meet our Eligibility Criteria (or Guarantor Eligibility Criteria); (c) you commit any illegal or fraudulent act or fail to act in good faith towards flatfair in respect of the Tenancy Agreement, the Service, or this Agreement; or (d) you otherwise materially breach these Terms and fail to remedy said breach (if the breach is remediable) within 14 days of our notification.
- 10.2. **Accrued Rights and Liabilities.** Termination of your Agreement shall not affect any of our or your accrued rights or liabilities nor the coming into force or continuance in force of any provision of these Terms, which is intended (expressly or impliedly) to come into or continue in force on or after termination of your Agreement.

11. LIMITATION OF LIABILITY

- 11.1. **Excluded Matters.** Nothing in these terms shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation.
- 11.2. **Financial and Indirect Losses.** Subject to the above paragraph, we shall under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of revenue, loss of savings, loss of profit, or for any direct, indirect or consequential loss arising under or in connection with the provision of the Service.
- 11.3. **Our Total Liability.** Our total liability to you in respect of all other losses arising under or in connection with the Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100.

12. OUR COMPLAINTS PROCEDURE

- 12.1. **How to Make a Complaint.** Our aim is to provide a first-class service to all Landlords and Tenants and to do everything we can to ensure that you are satisfied. However, if you feel that we have fallen short of this standard and wish to make a complaint, the details of our Complaints Handling Policy can be found on our website. Please submit your complaint in writing to complaints@flatfair.co.uk.
- 12.2. **Complaints Procedure.** On receipt of a complaint, we will investigate the complaint fully and respond to you accordingly. Our complaints procedure cannot be used to appeal against any Adjudication decision (which is final and binding on you and the Tenant).

13. FORCE MAJEURE

- 13.1. **Events Outside of Our Control.** We shall not be in breach of the Agreement, nor liable for any delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control.

14. GENERAL

- 14.1. **Entire Agreement.** Your Agreement (incorporating these Terms), the flatfair Platform Terms of Use (https://flatfair.co.uk/portal_terms), the flatfair Platform Acceptable Use Policy (https://flatfair.co.uk/acceptable_use), the flatfair Website Terms of Use (https://flatfair.co.uk/website_terms) and the flatfair Privacy Policy (<https://flatfair.co.uk/privacy>) constitute the entire agreement between us and supersede and extinguish all prior promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that you have not relied on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms when entering into the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 14.2. **Varying These Terms.** From time to time, we may amend these Terms. We will notify you as to the date that any new Terms will take effect. Your continued use of the Service will be subject to the new terms.
- 14.3. **No waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4. **Right Intention.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and to reflect the parties' intention. The remaining provisions of these Terms shall remain in full effect. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms.
- 14.5. **Assignment.** You may not assign any of your rights or obligations within these Terms without flatfair's written consent. We shall be entitled to transfer or assign our rights and obligations within these Terms at any time.
- 14.6. **No insurance.** Your Agreement and these Terms do not constitute a contract of insurance and/or surety in any way.
- 14.7. **Third Party Rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 14.8. **English Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 14.9. **Data Protection and Privacy Policy.** flatfair is registered under the Data Protection Act 2018 and undertakes to comply with that Act and all Data Protection Legislation (including the UK General Data Protection Regulation) in all our dealings with your personal data. Full details of the information we collect, how we store it and how we use it can be found in our Privacy Policy. You should read the Privacy Policy carefully.



Your rental, secured

Visit us online at flatfair.co.uk/landlords
for more information about flatfair