TERMS AND CONDITIONS
Contractual Arrangements

HouseLet Direct
www.HouseLetDirect.co.uk
#SafeHomes

HouseLet Direct is a brand name for dedicated Housing Services provided by Sanctum Consultants (the Company). HouseLet Direct services are provided via a stand-alone portal; **www.HouseLetDirect.co.uk**. HouseLet Direct provide a range of housing consultancy services including, landlord and tenant services, nuisance assessments, preparation of expert advice, Residential Property Tribunal (RPT), Valuation Tribunal (VT) and public enquiries, and attendance at Court as expert witness. HouseLet Direct also provide other statutory housing compliance and tenancy related services. We are passionate about protecting public health, reducing health inequalities, and helping to create peaceful, sustainable neighbourhoods and communities. Above all, we are committed to safeguarding planet Earth for future generations. We believe that all of the inhabitants of planet Earth, be they, politicians, business, regulators, experts, landlords, tenants, children, or world famous figures, need to work together in symbiotic partnership to preserve current homes and conserve our universal home **#SaveOurPlanet.**

All personnel engaged by HouseLet Direct are highly qualified and experienced members of the Chartered Institute of Environmental Health, Royal Society of Public Health, and or other professional bodies. All professional duties are carried out with reasonable care and in accordance with guidance, codes of conduct or procedural rules issued by the relevant professional body.

Surveyors, Environmental Health Practitioners, and Consultants provided by HouseLet Direct do not act as advocates for any respective owner, occupier, commercial organisations, or third parties, and always act within their statutory jurisdictions or within statutory or recognised and professionally defined roles.

Any written advice or correspondence on behalf of individuals to any third party including any advice on consumer rights, reducing hazards to health or on the abatement of nuisances is based strictly on professional matters, within the expertise of the relevant professional. Any such advice should not be construed as legal representation or advocacy on behalf of any party.

The terms and conditions set out within this document form the basis of the contract between HouseLet Direct and parties engaging HouseLet Direct to provide consultancy services. All services shall be governed by and interpreted in accordance with the laws of England and Wales, including but not, limited to, The Unfair Contract Terms Act 1977, The Unfair Terms in Consumer Contracts Regulations 1999, The Consumer Rights Act 2015, and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Post pandemic we have adjusted how we operate and now provide our services through a combination of peripatetic and hybrid working. Details of reasonable adjustments to our services and Terms and Conditions, under our Business Continuity Resilience Plan are included.

All calls to and from the HouseLet Direct's communications network may be recorded for training purposes and for the formation or performance of a contract, or to protect our legitimate interests. HouseLet Direct is committed to sustainable practices; to minimise our carbon footprint wherever possible orders forms, invoices, and reminders will be issued electronically.

FEES

1. All standard fees are reviewed annually. From time to time and as part of a periodic and quarterly regular review of services (and addendum terms and condition) fees may also be reviewed. In such circumstances an updated copy of all changes will be provided. HouseLet Direct's next scheduled review date is **01 October 2026**.

2. To provide best value, HouseLet Direct endeavour to offer fixed price fees wherever possible. In all other cases or where additional work is undertaken outside the scope of a fixed fee agreement, fees for all work relating to research, investigation, casework review, letters, telephone calls, inspection and reporting are based on HouseLet Direct's hourly rate charges for appropriately experienced and qualified personnel. HouseLet Direct's hourly rate charge is not necessarily indicative of any contractual arrangements between HouseLet Direct employees, Consultant's or other third party personnel and is governed by commercial sensitivity and confidential matters between the HouseLet Direct and its personnel or associates.

SUPPLEMENTARY TIME CHARGES

3. For work which must be undertaken outside of normal office hours including weekends or as a result of specific project requirements, unless a fixed fee agreement is in place a 50% supplementary fee is payable.

4. Where work must be carried out on Public or Bank Holidays including Good Friday, Christmas Eve and New Year's Eve a 100% supplementary fee is payable. For the avoidance of any doubt all supplementary fees are confirmed in writing in advance of any work undertaken.

APPOINTMENT

5. All proposals will be held open for 14 days. Upon confirmation of written or verbal instructions to proceed, an agreement form, email confirmation instruction and order letter will be dispatched for the client to complete and return as appropriate authorising formal appointment of HouseLet Direct. Order letters not signed or accepted within 14 days including corporate cost codes and payment of fees; may be subject to service adjustments and fee increases, including but not limited to reasonable adjustments required under our Business Continuity Resilience Plan.

6. For all press and media work involving overnight time away from home a 50% supplementary fee is payable in addition to the agreed hourly or daily rate, including any overnight accommodation, subsistence, or associated travel costs.

CLIENT ACCOUNTS

7. Client Accounts may be created by special arrangement subject to completion of an appropriate order form. Where appropriate all casework; including fixed fee casework, telephone calls, emails, and visits etc. will be recorded on a monthly client billing log.

SETTLEMENT OF ACCOUNTS

8. All Consultancy fees for Court / RPT / VT hearings must be lodged with HouseLet Direct once a hearing date is agreed. Failure to lodge the appropriate fee (inclusive of VAT), may lead to non-attendance by Consultants at any hearing.

9. All property assessment visits must be paid for in advance of scheduled appointments. The inspection fee becomes payable at the time of booking and is not dependent on the outcome of

any inspection. In exceptional circumstances a 20% deposit payable upon instruction may be accepted or as otherwise agreed as part of retainer or fixed term contract arrangements / instruction and contract documents.

10. Invoices are issued at appropriate stages of the work, usually monthly and are payable on presentation and in all cases **within 7 days** of the date of issue. Full payment is due before the release of inspection and expert reports, letters, or other documentation can take place.

11. Persistent late payment of accounts may lead to the withdrawal of fixed term consultancy services and recovery proceedings for unpaid invoices. Delayed or late payment may result in the withdrawal of expert / property reports.

12. Where despite the issue of periodic reminders payment remains outstanding after 1 month this will automatically result in the withdrawal of consultancy services, suspension of client accounts and commencement of recovery proceedings and withdrawal of expert reports.

13. Outstanding or late payments may be subject to interest charges on the outstanding amount (at the date of invoicing) at a rate per annum equal to 15% above the Bank of England base rate and in the case of commercial contracts for the supply of goods and services in accordance with the Late Payment of Commercial Debts Regulations 2013.

14. Any queries regarding invoicing should be raised in writing ,and as soon as possible and within 7 days of the date of issue.

15. All queries must be confirmed in writing.

16. Provided a written query has not been raised; HouseLet Direct reserve the right after 7 days from the date of issue, to commence with the withdrawal of any expert report(s) prepared on behalf of the client.

CANCELLATION FEE

17. A cancellation fee of 50% is payable where less than 24 hours cancellation notice for scheduled appointments is given. In all instances where clients fail to keep appointments or where there is a failure to provide proper access or provide 24 hours' notice of any cancellation, the full contractual fee is payable. Please be aware that we must receive any cancellation at least 24 hours before a scheduled appointment and it is not sufficient for you to post or email a notice which is not received in good time. These conditions may be varied solely at the discretion of HouseLet Direct.

18. For Court or other public meetings, once confirmation of the date is received, personnel time is allocated in advance; hence a cancellation fee of 50% is payable where there is failure to provide written notice of adjournment or cancellation (which must be received) 10 working days in advance of any hearing date. Where notice is not received 10 working days in advance and Consultants have been deployed and or where a case is abandoned or settled midway through a hearing, then the cancellation fee of 100% of the fixed fee for Court attendance is payable plus any accommodation and travel costs incurred.

EXPENSES

19. Additional charges for photocopying or extra copies of letters will not be levied unless specific charges have been confirmed in writing. For all reports, 2 colour copies are provided as standard thereafter a minimum charge of £40.00 (plus VAT) per copy is applied. For HHSRS property inspections, we may agree to the provision of electronic reports in which case we will not provide paper copies of reports.

20. No extra charges for photography or use of in house acoustic testing will be levied unless specific and extraordinary requests incur additional expenditure. Hotel and travel expenses will be levied where appropriate. For the avoidance of any doubt these will be confirmed in writing at the commencement of the contract. Mileage rates where applicable are charged at 50.00p per mile.

VAT

21. VAT will be charged in accordance with the standard rate unless otherwise stated. Our VAT Reg. Number is: 847915877.

HOUSELET DIRECT FEES

22. HouseLet Direct is a brand name and stand-alone portal for dedicated Housing Services. HouseLet Direct services are provided via a stand-alone portal; **www.HouseLetDirect.co.uk.**

23. HouseLet Direct is an independent advice inspection and statutory housing compliance service; designed to provide low cost, fixed fee advice, assessment of housing conditions and regulatory compliance services. All advice given is based on an assessment of professional matters within the expertise of individual advisers and based on the body of evidence presented by callers. Advice on aspects of statutory nuisance and HHSRS or disrepair should not be construed as legal advice on the merits of any legal case.

24. Any written advice or correspondence on behalf of individuals to third parties is based strictly on professional matters within the expertise of Environmental Health Practitioners, who should not be construed as acting in the capacity of advocates for any party.

25. All HouseLet Direct Consultation telephone advice sessions must be paid for in advance before an appointment can be booked as confirmed.

26. All fees exclude VAT which is levied at the standard rate. All HouseLet Direct Consultations are subject to a minimum fee of £50.00 (plus VAT). Fees are charged at a rate of £50.00 (plus VAT) per 30 minutes. For calls that exceed each 30 minute period these are charged at the 60 minute fee of £100.00 (plus VAT). A time check is carried out by all advisers at the commencement of all HouseLet Direct telephone consultations. The responsibility for adhering to the 30 minute time limit rests entirely with the consumer.

27. Written advice or review of documents will incur **a** minimum charge of £100.00 (plus VAT) plus £100.00 (plus VAT) per each additional hour thereafter. Review of all correspondence, reports, documents, or letters whether sent by fax, email or post or forwarded by a third party on your behalf will be charged in accordance with the hourly fixed fee rate of £100.00 (plus VAT). **All HouseLet Direct fees are payable in advance of telephone advice and casework**.

28. All email correspondence whether copied for information or seeking additional clarification for advice already provided will incur a minimum charge of £50.00 (plus VAT) per email. This is

intended to reflect the time taken for reading, responding, and storing of all emails.

29. All fees for HouseLet Direct casework will be agreed in advance. All casework is based on commissioning information provided by clients. HouseLet Direct does not accept any liability whatsoever for any false or misleading information provided by clients. Where false or misleading information is supplied, and further investigations are required to establish facts relating to ownership, liability or material and relevant matters then further standard charges will apply. Once agreed casework is completed all further enquiries by way of post, email or telephone calls will be charged in accordance with our standard fees.

30. All HouseLet Direct house inspection visits and assessments fees become payable at the point of booking. HouseLet Direct does not provide credit facilities and all inspection fees **must** be paid in full prior to an inspection.

31. In the case of public authorities or corporate clients we may at our sole discretion accept a suitable signed order form as agreement of payment prior to inspection.

32. All Consultancy fees for Court / RPT and VT hearings must be lodged with HouseLet Direct once a Court hearing date is agreed. Failure to lodge the appropriate fee (inclusive of VAT), may lead to non-attendance by Consultants at any hearing.

33. All telephone and web purchases are payable at the point of purchase. HouseLet Direct does not accept any cash payments.

34. Our preferred method of payment is electronic bill payment into our nominated account. All telephone advice sessions and inspection fees must be paid for in advance either by internet or telephone bank transfer. For reasons of cyber security and possible fraud, we no longer accept cheque payments, credit or debit card payments by telephone. We do not accept cash payments. Electronic payments can be made through your bank via Bill Payment, BACS or via your smartphone, where you are registered for mobile banking.

35. All invoices are supplied either in paper form or by email as a durable download and therefore further requests for lost or misplaced invoices and or to reclaim costs will incur an administrative fee of £10.00 (plus VAT).

36. Inspections where access is denied by tenants will still be charged at the full inspection fee. Part completed inspections due to landlord, owner, or tenant's failure to provide proper access will still be charged at the full inspection fee.

37. A visit or inspection does not confer suitability for occupation and nor should it be construed as such.

38. HouseLet Direct does not accept any responsibility for false or misleading information of false representations by any person in relation to property ownership or control.

39. HouseLet Direct does not endorse or support any illegal eviction or harassment of tenants. HouseLet Direct does not participate in any removal of tenants from Landlord properties without the use of a Court Order or other proper legal procedures.

40. HouseLet Direct does not accept any liability for referencing services procured from third party specialist providers or any false or misleading information contained therein.

41. HouseLet Direct does not accept any responsibility for any false or misleading information provided by tenants in respect of financial status or identity.

42. Before accepting any property for management in respect of statutory housing compliance arrangements HouseLet Direct will require legal proof of ID and ownership in the form of Passport, Drivers Licence, Mortgage Statement, and or copy of the official Title Register to verify legal ownership of properties.

43. HouseLet Direct may at their sole discretion refuse to provide housing services where it becomes apparent that its services are being used for illegal or nefarious purposes, which include but are not limited to Mortgage or property fraud, harassment, nuisance or Anti-Social Behaviour.

FIT AND PROPER PERSON

44. HouseLet Direct will only accept properties for statutory housing compliance services; including out of hour's emergency services where clients have satisfied the 'Fit and Proper Person Test'.

45. HouseLet Direct will require all clients to complete an application form providing proof of ownership and Identity, details of all occupants, (including proof of ID and references), copy of tenancy agreements, room sizes, EPC, Gas Safety and Electrical test certificates and 12 month HHSRS certificate.

46. Properties that do not have up to date EPC, Gas Safety and Electrical test certificates and 12 month HHSRS certificate will not be accepted for out of hour's emergency management.

47. HouseLet Direct will only consider a person 'Fit and Proper' if they are satisfied that:

- They do not have any unspent convictions that may be relevant to their role as either owner or manager and, in particular, any conviction involving fraud or other dishonesty, or violence or drugs or any offence listed in Schedule 3 of the Sexual Offences Act 2003.
- They have not been found by a Court or tribunal to have practised unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business.
- They do not have any unspent convictions in relation to any housing, public health, environmental health, or landlord and tenant law or matter; including any civil proceedings in which judgment was made against them.
- They have not been in control of a property, which has been subject to a control order under section 379 of the Housing Act 1985 in the last 5 years.
- They have not had a licence refused; been convicted of breaching the conditions of a licence under Parts 2 or 3 of the Act; or have acted otherwise than in accordance with a Code of Practice approved under section 233 of the Act that concerns a property in their ownership (whether or not in the district of the property to be managed).
- They do not own or have not previously owned property that has been the subject of an interim or final management order or a special interim management order under the Housing Act 2004.
- In addition, HouseLet Direct may also take in to account whether any person or company associated or formerly associated with the applicant or manager and whether a UK resident or registrant or non-domiciled resident or registrant

has done any of these things: if it considers this information relevant.

48. HouseLet Direct will at its sole discretion refuse to accept any fraudulent or misleading Fit and Proper applications.

49. All Fit and Proper Test Applications are subject to a fixed fee of £200.00 (plus VAT). All fees are payable on application and abortive or refused applications will still be subject to the full application fee to cover HouseLet Direct's charges and consultancy time relating to administrative matters and ID and property checks.

50. Tenant Photo ID, payslips, P60, Bank statements, references, or other appropriate information will be retained for the duration of the tenancy in accordance with Data Protection requirements and may be made available to law enforcement authorities on presentation of a lawful request.

EXPERT ROLE

51. HouseLet Direct are not advocates and do not provide legal representation to clients. Any advice provided is based on a professional assessment of conditions that give rise to nuisance or impact on public health and or are within the knowledge or expertise of a particular adviser or Consultant. Any advice provided on professional matters, including any written advice is not and should not be construed as legal representation.

52. HouseLet Direct may from time to time at the specific request of a client provide a list of advocates who specialise in aspects of environmental and housing law. The provision of any such information is not an endorsement or recommendation of any legal provider or individual. Neither should it be deemed to be an endorsement in respect of the competency of any legally qualified individual.

53. HouseLet Direct do not accept any liability for any advice provided by Counsel. Clients are entitled to seek a range of legal opinions advice and representation from advocates of their choice.

54. The Bar Council's Bar Directory is the official directory of Barristers of the General Council of the Bar for England and Wales and can be used to find a suitably qualified and competent Barrister at: www.barcouncil.org.uk

55. The Law Society for England and Wales provides a searchable database of solicitors including firms with the Law Society's Lexcel accreditation.

56. The directory can be accessed at: www.lawsociety.org.uk

COUNSEL'S FEE

57. All fees for representation at RPT, VT or Court will be payable directly to Counsel unless otherwise agreed. In cases where it is more expeditious to take payment on behalf of Counsel, for case conferences and or written advice, all fees must be paid in advance to HouseLet Direct prior to any meeting arrangements made with Counsel by HouseLet Direct or receipt of other advice.

INSURERS, LEGAL SERVICES COMMISSION & SOLICITORS

58. HouseLet Direct are happy to accept instructions for cases that involve funding from third parties such as Insurance companies and the Legal Services Commission. However, we do not provide extended credit facilities for such cases. HouseLet Direct expect instructing Solicitors and Insurers to ensure that HouseLet Direct fees are paid in reasonable time and on issue and presentation of all invoices and ensure that their clients are notified of this express condition, at the outset; and absolutely before formal instructions are issued to HouseLet Direct.

59. HouseLet Direct does not accept liability for any deficiency in instructions from third parties (including Solicitors, Insurers, or their clients) which results in unforeseen expenditure or additional inspections, or other costs. Formal instructions and associated documents must be supplied at least 28 working days before the Court filing deadline for Expert Reports.

60. HouseLet Direct does not accept liability for any delays on the part of instructing parties in arranging assessment visits / access arrangements for inspections or failure to supply relevant documentation, which leads to the late filing of Expert Reports.

61. Any queries regarding works commissioned including those relating to Expert Reports **must be raised in writing within 7 days of the date of issue of any invoice or client Billing Log**. Any dispute that may arise between clients, Insurers, or LSC in respect of the conduct of a case and expert services commissioned is a matter for parties to resolve internally. HouseLet Direct will in all cases require full payment for all services provided in accordance with signed Order Forms other written authorisations or instructions. Failure to settle outstanding consultancy fees may result in contacting the Court / RPT / VT requesting withdrawal of HouseLet Direct Expert Reports and the commencement of recovery proceedings.

LIABILITY

62. All work undertaken by HouseLet Direct is carried out with reasonable care based on commissioning information supplied by the client. HouseLet Direct do not accept any responsibility for any false, misleading, or other deficiency in instructions or other information provided by the client or their representative.

63. HouseLet Direct does not accept any responsibility for false or misleading information provided to them by individuals during HouseLet Direct consultations. All advice is given in good faith based on commissioning information provided by callers and should not be construed as legal representation or advocacy on behalf of any individual. HouseLet Direct does not accept any responsibility for any vexatious or malicious allegations or unlawful actions of any third parties.

64. Individuals are urged to consider seeking independent legal advice before instigating any Court action.

65. Where a third party contractor is commissioned to carry out specialist sampling etc. on behalf of the client; HouseLet Direct do not accept any liability for inaccurate misleading or deficient professional advice or opinions supplied by third parties. It is for the client to ensure that third party contractors are suitably qualified and hold adequate professional indemnity.

66. All advice and professional opinions provided on behalf of HouseLet Direct is given in accordance with current legislative requirements, codes of practice, guidance and accepted good practice. HouseLet Direct accept no responsibility on behalf

of clients or any third party for their failure to comply with all statutory and legal requirements; any liability shall fall upon and be discharged wholly and exclusively by the client or third party.

67. HouseLet Direct does not under any circumstances accept liability under the law of tort, contract or otherwise for any loss of profits, loss of business or for any indirect or consequential loss or damage, however caused, arising out of or in connection with the performance or non-performance of consultancy services.

68. HouseLet Direct will not be liable for any act, omission, or failure to fulfil its obligations for consultancy services, if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the commencement of consultancy services including communication line failures, power failures, tornadoes, earthquakes or natural other disasters (called "Force Majeure"). If HouseLet Direct are unable to fulfil consultancy services due to Force Majeure, we will as soon as reasonably practicable:

- Notify clients in writing of the reasons for the failure to and the effect of such failure; and
- Use all responsible endeavours to provide agreed consultancy services as soon as practicably possible.
- No delay, neglect, or forbearance by HouseLet Direct in enforcing against other parties any provision of this Contract will be a waiver, or in any way prejudice any rights, of HouseLet Direct.
- Any claim, case or cause of action against HouseLet Direct must be filed within a court within 1 (one) calendar year after it arose, otherwise any claim against HouseLet Direct shall be deemed to be forever forfeited.
- The terms or conditions within this agreement may not be enforced solely under Section 1 of the Contracts (Rights of Third Parties) Act 1999.

CANCELLATIONS & REFUNDS

69. Services provided to consumer clients, where we do not meet you, or which are paid for before we do so, are subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

70. Business to business contracts and rental of accommodation for residential purposes are not covered by the Regulations. Assured Shorthold Tenancy (AST) Agreements are legally binding contracts, which contain specific obligations for payment of rent and statutory procedures relating to duties and rights for occupation and possession. Once commenced a fixed term AST Agreement cannot be cancelled and a tenant will be liable for full rental payments for the complete length of the Term (including where the tenant abandons or absconds from the property). The tenant cannot cancel or end the Agreement before the expiry of the full Term.

71. If you are a consumer, before you proceed with contacting us you should read the following information carefully.

72. Where a consumer cancels a distance contract, the Company will reimburse any sum paid free from any charge unless the consumer has waived cancellations rights or where bespoke services relating to advice, inspection or other bespoke services have already been provided and have passed the point of expiry.

73. Any such reimbursement will be made as soon as possible and in any event within 14 days of the day on which the notice of cancellation was given. In practice, this will usually mean re-crediting the consumer's bank account.

74. For HHSRS, Housing, and Entry Clearance inspections the right to cancel is surrendered once the inspection has been booked or commenced. Unsuitability of a property is not a ground for cancellation, and all fees become liable once an inspection is booked as confirmed.

75. For Court or other public meetings, once confirmation of the date is received personnel time is allocated in advance, hence a cancellation fee of 50% is payable where there is failure to provide written notice 10 working days in advance of any hearing date. The cancellation fee allows HouseLet Direct, to cover redeployment costs resulting in the early settlement or termination of case. HouseLet Direct may at their discretion in exceptional circumstances waive the cancellation fee. Where notice is not provided and Consultants have been deployed and or where a case is abandoned or settled midway through a hearing, then the full fixed fee for Court attendance is still payable including accommodation and travel costs.

SERVICE

76. The service is provided by HouseLet Direct. **Our address for cancellation notices is PO BOX 77 Kent BR8 9XA.** The Company is registered in England at Companies House. Company No.4924802. Our registered address is: Onega House Main Road DA14 6NE.

77. **Our telephone number is 08456 12 24 36. Our local rate telephone number is 0207 183 1186 (Press * key for HouseLet Direct or to speak to a Duty Manager). The HouseLet Direct website address is: www.HouseLetDirect.co.uk.**

78. **The HouseLet Direct correspondence address and address for cancellation notices is PO BOX 77 Kent BR8 9XA.**

79. The services consist of the provision of telephone advice, casework and home assessment visits, inspections, expert investigations, reports, and statutory housing compliance services. Details of particular options, the price of each and arrangements for payment will be discussed prior to any advice session/ service and are summarised within pages of this document or are as otherwise notified to you in writing. The method of delivery (at your option) will be by telephone, email, through our website, by post or home visit. In the case of telephone advice, we expect to be able to provide the advice immediately or within 72 hours of receiving an enquiry / at an appointment time agreed.

80. If we cannot provide the advice within that time, we will contact you usually by telephone or email and tell you why and let you know when we will be able to provide the advice.

81. The service will not usually exceed 30 days unless otherwise notified to you in writing or unless part of contractual arrangements. If you have requested a fixed price HouseLet Direct consultation by telephone, but we determine, at our sole discretion, that due to the unusual or complex points of law, or for other reasons that we deem appropriate that

such a service is not relevant or appropriate, we will advise you accordingly and refund any charges.

82. All HouseLet Direct Consultations and inspections are bespoke and tailored to each CLIENT'S case specific / housing / nuisance issue. Consultants do not provide scripted advice. The onus is on a client to ensure that they clarify the issues that are pertinent and relevant to their case during a HouseLet Direct Consultations / inspections in the allocated time. Clients must not withhold or conceal material facts which may impact on the advice provided. Clients must not withhold or conceal any material facts, which may affect the advice we provide to them, or any casework or reports commissioned by them or any evidence we give to the Court on their behalf.

83. Clients must co-operate with all reasonable requests in respect of record keeping of possible nuisance / ASB events and maintain and complete any Event Logs Risk Assessment, Questionnaires we ask them to keep, and or provide any additional information we require in order for us to complete the agreed services.

84. Before we can confirm any assessment visit appointment, clients must tell us about any known or potential risks to our personnel at the property by completing our Risk Assessment, Questionnaire and return it to us at least 7 working days before the date of any proposed assessment. Where required clients must also complete and return Event Logs (for a period of 5 days). It is essential that we receive the completed documents in good time for us to make suitable arrangements for any proposed inspection.

85. clients must ensure that they provide all evidence on instruction in an indexed bundle in accordance with our Evidence Guide. Documents can be provided either in a zipped electronic file for limited documents of less than 5MB. For larger files please send the documents to us using a USB memory stick or place the documents in a Dropbox or Cloud storage system with link for download provided.

86. If we do not receive all evidence in a single electronic (or paper bundle) along with indexed list 7 working days prior to the assessment, then this will result in delays in completing the Expert Report and may also result in extra fee charges for additional time spent in the administration of incomplete evidence.

87. All calls to and from the Company's communications network may be recorded for training purposes and for the formation or performance of a contract or to protect our legitimate interests.

88. We do not permit clients to record calls and use them for broadcast on Television, Radio, or social media Networks or for any other purpose. If in addition we consider that the request for our service is either not genuine or places our personnel at risk, harm or danger and or is designed to elicit commercially sensitive information, then we may at our sole discretion choose not to accept instructions or terminate our service.

RIGHT TO CANCEL

89. Any sale of goods or services where consumers do not have face-to face contact during the sale is a distance or off-premises contract and subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business to business contracts are not covered by the Regulations. The Regulations give consumers the right to cancel 14 days from entering into a service order/contract. The cancellation period will expire after 14 days from the day of the conclusion of the order / contract for the service.

90. If you do decide to cancel, you should put this in writing, either by letter or using the attached Cancellation Form. A telephone call is not sufficient. However, in most cases HouseLet Direct advice or services including noise nuisance assessments/acoustic reports and expert reports relating to housing conditions or home inspection reports, entry clearance reports. HHSRS inspections may be required at short notice (within the 14 day cooling off period) and are a customised and bespoke service and are deemed completed on the contracted day/time. If you request an immediate or urgent assessment visit or other service within the 14 day cooling off period, then you will be deemed to have waived your cancellation rights. You will not be entitled to cancel once the service has been completed. In practice this means that once you have received advice or a Consultant is en-route for an inspection or has arrived at the premises the service is complete. You cannot cancel a fixed fee HouseLet Direct service, once you have received the bespoke advice on your case or an inspection has been completed, and you are simply unhappy with the results of the inspection or professional opinion or conclusion on the merits of your case.

91. Similarly, once expert reports, assessments, sampling, monitoring, or any other written opinions or advice are underway then the service cannot be cancelled. The regulations do not apply in the case of the supply of accommodation if the contract provides for a specific date or period of performance. (Regulation 28 (1h) Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

92. Before ordering our Environmental Protection Act 1990-Section 82 Advice Pack, clients should be aware that once the Pack is dispatched, the order cannot be cancelled as the Pack is unsealed and can simply be used and copied. Therefore, you should understand that by requesting a Section 82 Advice Pack (within the statutory 14 day cancellation period) you will not be entitled to cancel your service or seek a refund. The 30 minute HouseLet Direct Telephone Consultation which is part of the Section 82 Pack cannot be transferred and can only be used by purchaser of the Pack.

93. If you are entitled to cancel and notify us in accordance with the requirements under the Regulations, we will refund your payment in accordance with your statutory rights. Cancellation fees may still apply.

BUSINESS CONTINUITY RESILIENCE PLAN

94. The COVID-19 post pandemic era created unprecedented challenges.; which has led us to review and future proof the way we operate. Our priority remains the health, safety and welfare of our personnel, clients, colleagues and the wider public. In the post COVID-19 era we continue to operate and provide services in accordance with our Business Continuity Resilience Plan.

95. In the event of any future recurrence of any coronavirus, influenza (avian, porcine or seasonal flu) pandemic or other outbreaks of public health significance and or civil unrest, cyber and or domestic / international attacks or conflict including

terrorism or warfare; as part of our Business Continuity Resilience Plan, we will:

- Move to hybrid and or reduced / home working practices; work from home (WFH) as appropriate.
- Curtail all non-emergency inspections, meetings, and assignments, especially where our partners, clients, contractors, and service providers have taken the decision to close, reduce their operations and or are self-isolating. And where Royal Mail services are impacted, and where we experiencing significant delays, both issuing and receiving static post.
- For the safety and security of our personnel, and to comply with the provisions of any public health monitoring regime (such as Track and Trace); all responsive site visits will be subject to risk assessments, which may result in property visits / services being withdrawn cancelled or rearranged.
- We may also cease offering in person inspections or on site services, for areas where our personnel can only access locations by public transport.
- In order to maintain consistency, continuity, and transparency, since 2020 we have enhanced our E-working, and made a number of reasonable adjustments to all our services. You should expect to see some or all the following measures implemented, when selecting or using our services.
- We may make reasonable adjustments and withdraw from or suspend orders or contractually agreed services, on a need to basis (NTB) in accordance with UK Government policy and guidance, perceived health risks to our personnel, and wider public health implications.
- Our telephone response has been reduced, and our switchboard now diverts all unanswered calls to voice to email. If using telephone to contact us, you will be able to leave a voicemail message, which will be picked up by our personnel, who will assign and or respond to your enquiry or query by email. We ask that you use our website Contact Form to enquire about our services or contact us for any non-urgent or routine issues. We will acknowledge your communication as soon as we are able (depending on the availability of our emergency or on call personnel).
- We have expanded electronic communications across our services and no longer routinely provide paper postal copies of correspondence, orders, invoices notices, etc.
- Property inspections including Periodic, Licensing and Emergency Report In (ERI) inspections or Report In (RI) inspections, disrepair, and nuisance assessments, may be conducted through Virtual Inspections (VI) methods, utilising remote access software may at our discretion be offered through VI.
- We may use software in all property and nuisance inspections to capture audio, video, and screen sharing activity. We may also utilise options for recordings for automatic transcription, so that we can play back inspection recordings, and search for important matters relating to disrepair or property defects, or evidence of nuisance and or as part of the performance of a contract. The recordings will be password protected and saved to our secure system, so restricted users can access them securely. We will always notify you if we intend to record the VI and obtain your consent, before we record any property inspection; where your data (voice or image, conversation) may be captured.
- Case conferences, meetings and attendance at Courts and Tribunals may also be offered through Virtual Attendance (VA). Please be aware that audio and picture quality can be affected due to bandwidth and or internet connection problems and is a matter outside of our control. We may use software in meetings and group calls (but not Court attendance) to capture audio, video, and screen sharing activity, as part of the performance of a contract. We will always notify you and obtain your consent before we record any meeting; where your data (voice or image, conversation) may be captured, and ensure all personal data is processed in accordance with our Privacy Policy and data protection legislation.
- Where we have agreed to provide a remote service (at your home or place of business), if you or anyone in your household / workplace is displaying signs of any infections illness, or if you are aware that anyone is symptomatic or asymptomatic, has recently undergone any testing for a communicable disease, or been exposed to any chemical or biological substances due to chemical or bio terrorism, then please immediately make our office aware, as we may have to defer or reschedule a service.
- As part of our risk assessment, our personnel are issued with protective safety and security equipment including PPE and have been trained and instructed to maintain a safe distance throughout inspections. We ask all external contractors, suppliers, and partners to ensure they use appropriate PPE.
- Please ensure that you maintain social distancing during inspections and for offices or domestic properties, where possible leave (garden) doors and windows open to ventilate properties.
- We will continue to periodically review, our Business Continuity Resilience Plan and follow UK Government policy and guidance, along with World Health Organization (WHO) advice as appropriate.

COMPLAINTS

96. All complaints in respect of services should be sent in writing to our correspondence address, at; **PO Box 77 Kent BR8 9XA**. For ease of convenience consumers can choose to send notices to our electronic address, but the onus for proof of receipt will rest with the consumer.

97. In respect of complaints in relation to cancellation of services consumers are reminded of the exceptions to the right to cancel a contract where:

- The company as the supplier of the service has met the Information Requirements;
- And the performance of the service has begun with the consumer's agreement.
- Bespoke services have been provided in the form of case specific advice, unique property inspections, acoustic monitoring, and or sampling.

98. Consumers are not entitled to refunds for services, once they have been fully carried out during the cancellation period, following an express request by you, providing the relevant cancellation details were supplied; then the right to cancel will be lost when the service has been fully carried out and where professional advice in relation to hazards to health

or nuisance is not beneficial to the consumer's legal case or expectations.

99. Consumers are not entitled to refunds where they do not agree with the professional opinion of the adviser or Consultant.

100. You will not be entitled to a refund if you have misleadingly or fraudulently used our service to film, record or obtain details of our personnel or services for commercial gain or to damage or interfere with our legitimate commercial practices, or to harass or stalk any of our personnel or associates

101. Business to business contracts are exempt from the regulations.

102. Your statutory rights remain unaffected.

103. HouseLet Direct is a member of **The Property Redress Scheme (PRS)**. At HouseLet Direct we aim to provide high levels of personal customer satisfaction to all our clients and aim to provide a first class service. However, very occasionally things can go wrong, and you may need to let us know your concerns or you may wish to make a formal complaint. We take all complaints seriously and our internal complaints procedure sets out how you can complain and your rights in relation to seeking redress from a Government approved Redress Scheme.

104. All services are provided in accordance with the principles of The Equality Act 2010. The Company does not directly or indirectly discriminate against any individuals due to a protected characteristic, in the provision of any of its services.

105. The following forms part of our Unreasonable Behaviour Policy and should be read in conjunction with any other contractual agreements.

106. The Company does not deal with any client either face to face, over the phone or in correspondence, who is exhibiting offensive, derogatory, threatening, abusive or violent language or behaviour. In any of these circumstances HouseLet Direct and its advisers reserve the right to refuse to speak, correspond or continue to provide services to a client.

107. The refusal by a client to be dealt with by any adviser, Consultant for any reason, such as gender, heritage, or any other protected characteristic, is offensive and wholly unacceptable. In such circumstances, HouseLet Direct will not accept any request for an alternative adviser and will immediately terminate its service to existing or potential clients.

108. Threatening behaviour is defined as, but not limited to, threats of violence to staff or any other person which is, for example; sexist, homophobic or relating to heritage of an individual; including intimidating language, swearing and / or aggressive body language and passive aggressive behaviour.

109. If in addition we consider that the request for our service is either not genuine or designed to elicit commercially sensitive information or to damage or interfere with our legitimate commercial practices or frustrate our legitimate interests / prevent the performance of a contract or designed to harass or stalk any of our personnel or associates; then we may, at our sole discretion choose not to accept instructions or terminate our service Hoax calls, including malicious or vexatious calls and use of commercial espionage or blagging techniques, false identities, forging of any documents or phishing scams will be reported to the law enforcement authorities.

110. Unreasonable actions and behaviour includes, but is not limited to examples of unacceptable patterns of behaviour identified by the Local Government Ombudsman.

111. The Company does not expect personnel to tolerate unacceptable behaviour by complainants or any client. Unacceptable behaviour includes patterns of behaviour identified by the Local Government Ombudsman as unacceptable and behaviour which is abusive, offensive or threatening and may include:

- Using offensive, intimidating, abusive, or foul language on the telephone;
- Using abusive offensive, intimidating, or foul language face to face;
- Sending multiple emails;
- Sending multiple frivolous email requests for services which you do not intend to pursue and result in wasted and unnecessary responses impacting on our ability to provide a low cost service;
- Sending emails containing abusive offensive, intimidating, false or malicious allegations, wild language, pejorative accusations, unfounded allegations, or assumptions, repeating unfounded remarks or hearsay damaging or other offensive remarks;
- Leaving multiple voicemails containing abusive offensive, intimidating, false or malicious allegations, using wild language, pejorative accusations, unfounded allegations, or assumptions, repeating unfounded hearsay, damaging or offensive remarks;
- Making slanderous and false statements about the Company, its staff, and advisers and or cyber trolling and cyber stalking, harassment of our personnel. Including using social networks, websites, discussion threads, blogs and chain emails to name and cause upset and distress and harass personnel and or cause damage to the reputation of the Company;
- Making vexatious or mendacious allegations of harassment where you have been notified of contractual breaches or issued with reasonable payment requests and or where we have terminated and or declined to provide further services;
- Changing the basis of the issue / complaint as a consultation / investigation proceeds;
- Denying or changing statements made at an earlier stage;
- Introducing trivial or irrelevant new information at a late stage or withholding material facts;
- Raising numerous, detailed but unimportant questions; insisting that they are answered;
- Covertly recording meetings and conversations;
- Submitting falsified documents from themselves or others;
- Making false representations;
- Making excessive demands on the time and resources of personnel with lengthy telephone calls, emails, or detailed letters every few days, and expecting immediate or unreasonable responses;
- Demanding to see individuals in person or making threats to turn up in person at our offices to engage in confrontations; where we have made clear we do not agree with issues raised by clients and or have declined to provide services;
- Insisting on sending late night / early morning emails (due to lifestyle choices) and demanding or insisting on immediate responses outside standard working hours;

- Insisting on weekend and evening or late night appointments or services to be provided outside standard working hours;
- Adopting a 'scatter gun' approach: pursuing parallel complaints on the same issue with a variety of other organisations or advisers;
- Submitting repeat complaints with minor additions/variations that the complainant insists make these 'new' complaints;
- Refusing to accept the decision; repeatedly arguing points with no new evidence.

112. The Company is not a public body, but we do deal with unreasonably persistent complainants in accordance with the Local Government Ombudsman's Guidance on managing unreasonable complainant behaviour.

DATA PROTECTION

113. The following paragraphs should be read in conjunction with our Privacy Policy and with the legal notices contained on our website and any contractual terms which HouseLet Direct's relationship with you. Please read your contract carefully for specific details as 'performance of a contract' is usually the legal basis for processing your information and carrying out our activities.

114. From 25 May 2018 the General Data Protection Regulation (GDPR) a European Union (EU) wide set of standardised rules for the handling and storage of personal information within the EU have been implemented in the UK under the Data Protection Act 2018 (DPA 2018).

115. The DPA 2018 and GDPR will apply to anyone who is controlling the information of an EU citizen or processing it on their behalf, even if the processor or controller are based outside of the EU. The legislation will still apply after the UK leaves the European Union.

116. HouseLet Direct already complies with the provisions of the DPA 2018 and does not routinely collect any sensitive data or routinely pass or share any information with third parties; (except for data relating to environmental conditions, crimes: harassment, noise, ASB). We categorically do not share your personal information with any marketing companies or use it in house for marketing of goods or services to you.

117. Any personal information provided by clients is used solely to protect the legitimate interests of HouseLet Direct and either:

    - to enable a contract to be formed or
    - for the performance of a contract

118. Our website Privacy Policy and contractual Terms and Conditions make clear our commitment to safeguarding your personal data. HouseLet Direct is committed to ensuring that your privacy is protected. We practice a proactive policy of Data Minimisation – collecting as little information as possible and using it sparingly and employing pseudonymisation / anonymisation of Data wherever possible. For this reason, we also use pseudonymisation / anonymisation in the form of Alpha Numeric ID for all our personnel, third party suppliers and contractors wherever possible. Should we ask you to provide certain information by which you can be identified, when using our website or our services, then you can be assured that it will be used in accordance with our privacy statement and legal requirements.

119. We do not sell client databases or personal information to third parties for telemarketing or for other commercial purposes. We collect basic information such as:

    - Name
    - Contact information including static and electronic (email) address
    - Demographic information such as postcode
    - Details of issues relating to properties or issues that you require assistance with
    - Calls to and from our switchboard and communications network may be recorded for the formation or performance of a contract and or for training purposes. Our recordings are usually held for a maximum period of six months.

120. We do not permit clients to record calls and or film our personnel and or use their personal data for broadcast on Television, Radio, or social media Networks or for any other purpose.

121. We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure we have put in place suitable physical, electronic, and managerial procedures to safeguard and keep secure any information we hold on you.

122. All electronic and paper copies of personal data are held for a short a time as possible. We electronically secure delete and shred abortive service requests weekly / monthly. All other personal data is kept in most cases for the duration of the service and for at least one year afterwards and in very limited instances for a maximum of three years (in accordance with financial regulations and other statutory requirements). Where money is owed on the account, details will be kept for as long as the case is active, or the debt remains unpaid.

123. You may choose to restrict the collection or use of your personal information in the following ways:

124. You may request details of personal information, which we hold about you under the DPA 2018 and GDPR. We reserve the right to charge "reasonable" fees for manifestly unfounded or excessive requests. If you would like a copy of the information held on you, please write to us, at; **PO BOX 77 Kent BR8 9XA.**

125. We will respond within one calendar month of receiving your request. It will greatly assist us if you can be specific about what personal data you want to see, what it relates to, and the timeframe to which it relates, as that will assist our search.

126. You have the right to correct information that we hold. You may also withdraw your consent to use any information that was previously provided with your consent. If you believe that any information, we are holding on you is incorrect or incomplete, please write to us as soon as possible, at the above address. We will promptly correct any information / respond to your request. Please also advise us if you wish to withdraw any consent previously given.

127. This privacy information relates only to information that HouseLet Direct hold about you.

128. Further information on your rights about Data Protection law is available on the Information Commissioner's Office (ICO) website.

EQUALITY ACT 2010

129. In accordance with the provisions of the Equality Act 2010, DPA 2018, and GDPR; to comply with

the Company's Equality and Diversity Policy and in order to become more diverse and inclusive, we positively promote the use of gender neutral language including job titles and pronouns when referring to individuals. The gender neutral title 'Mx' is used alongside traditional titles on all forms and databases wherever possible, alongside gender neutral pronouns including 'ze, hir, hirs'; 'xe, xem, xyr'; 'ze, zir, zirs'; and 'they, them, their'. When communicating with us please let us know if you have any preferred pronouns.

HEALTH & SAFETY

130. We provide much of our services through peripatetic working; often at client locations and arrange most meetings at client locations or on site at properties. As part of our risk assessment, our personnel are issued with protective safety and security equipment (stab and bullet proof vest, bodycam, PPE) and maintain a safe distance throughout inspections. We ask all external contractors / suppliers to ensure they use PPE.

131. Please ensure that you maintain social distancing during inspections and where possible leave garden doors and windows open to ventilate the property. If you or anyone in your household is displaying signs of any infectious illness, or if you are aware that anyone is symptomatic or asymptomatic, has recently undergone any testing for a communicable disease, has been exposed to hazardous or dangerous substances, then please immediately make our office aware, as we may have to defer or reschedule an assessment, inspection, repairs or delivery.

132. As we share our offices with other businesses, we do not provide drop in services for clients at our offices; due to the potential for disruption to other businesses and to safeguard our personnel and others from injury or harm.

133. To further protect our personnel from cyber trolling, stalking or harassment, we also use pseudonymisation / anonymisation in the form of Alpha Numeric ID for all our personnel and do not provide names of our personnel and or personal CV's which have the potential to be used for identity fraud or theft.

134. Any threats to turn up at our offices to confront our personnel and or film or record our staff will be deemed as threatening and potential harassment and we reserve the right to report the matter to the police.

135. If our personnel receive any threats whilst at client locations / properties or any offensive or dangerous items ort substances are observed in the possession of clients and or if our personnel perceive that there is a potential for a situation to escalate, which could lead to injury or harm, then our personnel will immediately leave the location.

RIGHT TO PROTECT OUR LEGITIMATE INTERESTS

136. We have a policy of never procuring products or services from any company that engages in destructive and disruptive commercial practices using junk marketing letters and emails, cold calling, and other forms of targeted bombardment.

137. **DPA 2018 and Cease and Desist Notice**: For the avoidance of doubt a general service enquiry, order, or use of any service by the company (or its stand alone portals) including any publicly available company information should not be construed as acceptance to harvest or store any personal data or receive unsolicited marketing mail, emails, digital, telephone or other marketing approaches, newsletters either by the recipient or from any third party agents/associates. If you use disreputable practices to harvest our electronic or static addresses from web searches along with personal information of any of our personnel or elect to use the services of disreputable companies specialising in junk mail and email marketing campaigns to contact us, then we will take appropriate action to protect our legitimate interests.

138. The identification, removal, and deletion of junk letters, and emails impacts significantly on our personnel time not only to remove all junk marketing mail and emails, which are received across a number and range of static addresses and electronic communication equipment, but in locating and verifying sender's company details, physical and electronic addresses, along with reporting junk emails to the Administrator of the network where the email originates and blocking of spam / junk or unsolicited emails. For direct marketing mail in the form of letters, we incur staff time costs in opening, reading and returning unsolicited junk mail. In addition, we incur printing, packaging, and postage costs from sending paper copies of Cease and Desist Notices to sender's physical / registered addresses.

139. For the avoidance of doubt this section of our Terms And Conditions should be deemed as a public: Cease and Desist Notice to any individual, sole trader, company or agency; that with effect from 23 May 2018 if we receive any further unsolicited, junk marketing letters, chain emails, newsletters or emails from any individual, sole trader, company, agency or any of your subsidiaries/agents or third parties associated with you, to any of our email addresses (or static addresses) associated with any of our Company domain names, this will incur an administrative charge of £50.00 (plus VAT) per item (letter, email. newsletter etc).

140. If we continue to receive unsolicited junk marketing mail, chain mail, newsletters, emails or direct mail and or contact, contrary and in breach of data protection legislation pursuant to GDPR and DPA 2018 and our express wish not to receive unsolicited junk marketing mail, newsletters and emails for goods and services, which we have never subscribed to and have no interest in then, we will refer the matter to the ICO and or seek an independent legal remedy to protect our legitimate interests.

A Cancellation Form is attached overleaf for the cancellation of a distance or off-premises contract within the 14 day cancellation period, pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; where cancellation rights have not been waived, and a service has not been requested to commence within the 14 day cooling off period.

CANCELLATION FORM

HouseLet Direct
www.HouseLetDirect.co.uk
#SafeHomes

This Cancellation Form may be used by Clients to enable the cancellation of a distance or off-premises contract within the 14 day cancellation period pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please return the Cancellation Form to: **PO Box 77 Kent BR8 9XA**

From: Consumer	Name	
	Address:	
	Postcode:	
	Telephone number:	
	Email:	
I/We hereby give notice that **I/We** cancel **my/our** contract of the supply of the following service(s). Tick as appropriate or provide details.	☐ 30 minute fixed fee HouseLet Direct Telephone Consultation ☐ Fixed fee Inspection ☐ Fixed fee Expert Services ☐ Other: (Add details of service include date service booked via website or letter / email from Trader confirming service)	
Date Service Ordered:		
Date Service Received:		
Signature of Consumer:		
Date of Signature:		

Where a Service is provided during the 14 day cooling-off period: If you ask for a service to start during the cooling off period and the service is completed during that time, you will lose the right to cancel the contract. You will lose the right to cancel if you:

- **asked for the service to start during the cooling off period, and**
- **acknowledged that you would lose the right to cancel if we complete the work in that time.**

Where part of a Service is carried out during the cooling-off period: If you specifically ask for a service to start straight away or within the next 14 days after reading our Terms and Conditions, (about time periods and procedures for cancelling and also that you may have to pay reasonable costs); if you cancel, then you will have to pay for the part of the service which has been supplied, including any cancellation fees.

#StaySafe | #StayStrong | #PublicHealth