

Web portal payment terms and conditions

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we accept card payments from you through our merchant services provider, Barclaycard. Barclaycard is a trading name of Barclays Bank PLC and Barclaycard International Payments Limited. These terms govern the payment transaction made by you to us using our web portal only. Landlord and tenant rights and obligations are contained in your separate tenancy agreement.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your payment to us. These terms tell you who we are, how we will accept online card payment from you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Countrywide Residential Lettings, an agent and subsidiary of Countrywide Estate Agents, Registered in England Number 00789476, Registered Office: Greenwood House, 1st Floor, 91-99 New London Road, Chelmsford, Essex, CM2 0PP. We trade under different brand names and the web portal is branded accordingly.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team using the details for your local branch under the 'Contact Us' section on the web portal.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 **Merchant outlet location.** The Lettings Support Centre, Countrywide House, Lake View Drive, Sherwood Business Park, Annesley, Nottingham, NG15 0DT.
- 2.6 **The address from which our electronic commerce transactions are carried out.** The Lettings Support Centre, Countrywide House, Lake View Drive, Sherwood Business Park, Annesley, Nottingham, NG15 0DT.

3. Our payment terms and conditions with you

- 3.1 How we will accept your payment.** Our acceptance of your payment will take place when you click to accept these terms and conditions upon which you will be directed to a separate Barclaycard page for you to enter your card details and confirm the payment.
- 3.2 If we cannot accept your payment.** If we are unable to accept your payment, we will inform you of this immediately on the web portal page and you will not be charged.
- 3.3 Refunds.** We will only refund payments made in error or overpayment amounts. Please inform us of any mistaken payment as soon as possible. We will make any refunds rightfully due to you as soon as possible.
- 3.4 Your payment receipt.** We will issue you with a payment receipt available under the 'Accounts' tab of your web portal once your payment has been processed.
- 3.5 We only provide services in the UK.** Our web portal website is solely for the provision of our lettings services in the UK. Payments will be made in British pounds sterling (GBP £).

4. Our services

- 4.1** Countrywide Residential Lettings provide a comprehensive lettings service. This service includes the rental of property to tenants and includes the let and/or management of the property for landlords. During the rental period various charges are applicable to tenants such as rent, deposit, holding fee payments and to landlords such as fees specified within the individual terms of business and reserve payments to allow instruction to third party maintenance companies. Other fees and charges may be applicable where tenants and landlords have been made aware in advance and are legally due.

5. Providing the service

- 5.1 Our security capabilities.** The payment section of the web portals is conducted via a Barclaycard payment page, therefore Countrywide Residential Lettings do not store or transfer any customer card details. Access to the web portals is by user name and password with customers encouraged to update their password on first log-in.

6. If there is a problem

- 6.1 How to tell us about problems.** If you have any questions or complaints about the service, please contact us. In the first instance, you can contact your local branch or property management team. If your complaint has not been resolved satisfactorily, you may request a copy of our complaints procedure or email

Customercare@countrywide.co.uk, or write to Customer Care, Countrywide House, Lake View Drive, Annesley, Nottingham, NG15 0DT.

7. Price and payment

- 7.1 Where to find the price for the product or service.** The payment due from you will be the price indicated on the ‘Accounts’ tab of your web portal before you click through to make your payment. We use our best efforts to ensure that the amount advised to you is correct. However please see Error: Reference source not foundError: Reference source not found for what happens if we discover an error in the amount you have paid.

Landlords only. When a payment is made on the ‘Outstanding Orders/Maintenance’ tab of the web portal, the amount paid will transfer into your reserve account to pay for the related repair. The amounts displayed on the portal can often by an estimate until the nominated third party contractor attends and purchases parts/materials. Any change to this estimate, higher or lower will be adjusted when the final invoice is received, and this will display on your statement and web portal.

- 7.2 When you must pay and how you must pay.** We accept payment with Visa Debit, Maestro and Mastercard Debit. We do not accept credit card payments. You must pay the full amount of the payment due as stated. We do not accept part payment.
- 7.3 We can charge interest if you pay late.** Interest due will be calculated in accordance with your tenancy agreement terms. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 7.4 What to do if you think a portal payment due is wrong.** If you think payment amount due is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

8. Our responsibility for loss or damage suffered by you

- 8.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the service provision process.

8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

9. How we may use your personal information

9.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy - <https://www.countrywide.co.uk/notices/privacy-policy/>

10. Other important terms

10.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

10.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

10.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

10.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the payment in the English courts. If you live in Scotland you can bring legal proceedings in respect of the payment in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the payment in either the Northern Irish or the English courts.