

PM4U Terms Of Service

The PM4U website www.pm4u.biz and any associated pages (Platform) and property management services that we provide through the Platform (Services) are operated by PM4U Ltd (PM4U, we, our or us). You are the owner or representative of the owner of a residential property and in these terms, you may be referred to as Landlord (You or Yours, as necessary).

PM4U will act on your behalf as Management Agents of your residential property and you will be deemed to accept us as Managing Agents once you sign up to either a Bronze, Silver, Gold or Platinum package (individually a package or plan, either Bronze, Silver, Gold or Platinum and collectively packages or plans). Your access to and use of the Platform is subject to these terms and conditions and the PM4U Privacy Policy (Terms). Your access and use of the Platform and Services indicates your acceptance of the Terms. If you do not agree to the Terms, you must not use the Platform or the Services.

We may change or update the Terms from time to time at our sole and absolute discretion with or without prior notice to you, provided they do not materially affect your access to the Platform or use of the Services. Such changes will be effective immediately and incorporated into these Terms. You should review these Terms regularly for any changes and your continued use of the Platform and Services will be deemed to be your acceptance of the modified Terms.

The contract between you and us shall commence on your registration with us in line with these Terms (Commencement Date).

By using the Platform, you consent to us contacting you through the Platform and any other means including email, telephone and SMS.

Platform and Services

PM4U provides a number of packages that you can choose from and the services we may offer could include any of the following (depending on which package you choose):

1. Managing residential properties, including:
 - a. Tenant find through advertising on 3rd party platforms and or selected portals
 - b. collecting rental payments from tenants and on-paying such payments to landlords;
 - c. collection and release of rental deposits;
 - d. receiving notification of repairs and maintenance requested by tenants, organising approval or rejection of such repairs and maintenance by landlords, organising completion and checking of such repairs and maintenance.
 - e. monitoring tenancy compliance.
 - f. drawing up contracts and negotiating tenancy renewals;
 - g. managing disputes relating to a property managed by PM4U; and
 - h. organising and carrying out end of tenancy tasks.
 - i. Transferring tenancies from existing agencies onto one of our packages.

2. Tenants find service – we will advertise your property on our 3rd party providers websites and, or selected portals.
3. Zero Deposit Scheme – we offer this scheme through an affiliated partner. This scheme allows the tenant to purchase 6 weeks deposit cover by paying 1 weeks equivalent rent on a non-refundable basis.
4. Legal Helpline – This service is provided free of charge to our Landlords through our affiliated Regulatory Body Membership. We are not responsible for any advice given or if this service is unavailable. This service may be withdrawn at any time.
5. Routine Inspection – With our Silver, Gold and Platinum Packages we provide 1 routine inspection per year. If the Landlord requires extra inspections, we charge £49 each time.
6. Repair Management – We provide a repair management service on behalf of our landlords on our Silver, Gold and Platinum Package. Landlords on our Gold and Platinum packages also have Home emergency cover included with their packages with us. We shall organise and arrange for repairs to be carried out on their behalf. We shall also arrange repairs with our Silver Package Landlords and they should provide us with details of their own contractors or we shall source contractors locally and give a quote to the Landlord for their approval. However, we shall have authorisation to approve quotes up to £250 on their behalf if we are unable to get hold of the Landlord within a reasonable amount time. The terms of any payment for any maintenance or repairs will be communicated to you from time to time. We do not take any responsibility for the quality of work, resolution of issues or damages caused by any third parties appointed by us on the Landlords behalf. For any service that we provide and you or your tenant fail to provide access to the contractor, we may claim from you any third-party costs we are charged as a result of the broken appointment.
7. Home & Boiler 24/7 SOS – We provide Emergency repair cover included in our Gold and Platinum Packages only. This is not an insurance policy but we have taken out an insurance policy to meet our obligations for the Protection packages that we provide. This cover is for Emergencies only and not for historical damage, historical faults or for upgrades within the property. Our service providers decision is final with regards to whether the home emergency is covered under their policy and conditions. This protect service will not be available until after the first 30 days have completed since the date of signing up on to one of our plans. If within the first 30 days a home emergency occurs, we will source a local contractor ourselves or use one provided by the Landlord. We will pay the contractor and deduct the money from the Landlords rental income. Our Silver customers do not have any repair cover so we shall source a local contractor or use one provided by the Landlord on all occasions during the life of their package. Our Bronze package customers shall be referred back to the Landlord to sort out any emergencies that a tenant might have.
8. Boiler Service and Landlord Gas Safety Certificates – We provide a free annual boiler service for all our Landlords on our Gold and Platinum Packages. If the Landlord also requires a Gas safety Certificate at the same time we will charge an additional fee of £35 for our Gold & Platinum Package Landlords. For our Bronze and Silver Package Landlords, we charge a fee of £70.

9. Rent Guarantee – This service is included with our Platinum Package only. This can be purchased on a one-off charge for all other Package Landlords. We ourselves are not the insurer but this service is provided by a 3rd party insurer and all their terms & conditions apply.
10. Eviction Cover – This service comes with the Rent guarantee insurance and is included with our Platinum Package only. It can be purchased on a one-off payment by Landlords in conjunction with all other packages.

Letting Services

In registering your property with us you agree that you have fully understood the terms set out and the services that we provide and that they are satisfactory to your requirements and that you agree to all of our terms and condition.

You agree, When choosing any of our plans that you will pay the initial £129 listing fee and then the monthly payments for 12 months at the rate advertised on our website.

You agree that we cannot guarantee that your property will be let by using our services and that no refund will be made if the property is not let.

You agree that we will advertise your property for a maximum period of 12 weeks or until you have secured a suitable Tenant, whichever is sooner.

You agree that at the end of the 12-week period or when a tenant is found the property shall be unlisted. If you choose for us to continue with the marketing and listing of the property there will be a further listing charge of £129

Any property no longer available to rent shall be unpublished as to conform with the Misrepresentation Acts of 1967 and 1991

You agree to allow us to market your property on all of our websites and those of our 3rd party affiliates.

You agree that we are nor responsible for any information provided by prospective tenants or 3rd parties.

You agree that we shall negotiate offers on your behalf and advise you of all offers received

You agree for us to carry out comprehensive reference and credit checks on your behalf

We shall prepare a standard Assured Tenancy Agreement and arrange for digital signatures. The Tenancy Agreement will set out the rights and obligations of all parties involved.

You agree that we shall receive the deposit from the tenants (capped at 5 weeks) and the first month's rent on your behalf

You agree that we shall arrange for an Energy Performance Certificate (legal requirement before property can be marketed) if required at the Landlords expense and to be paid in advance.

You agree that we shall arrange an inventory of the property at the Landlords expense

You agree that we shall arrange Check out and Check in at the Landlords expense

We shall advise the Landlord on Gas safety and Electrical compliance. Repairs, inspections and call outs to be paid for by the Landlord on our Bronze or Silver plans. For those Landlords on one of our GOLD and PLATINUM plans, parts and labour are included as per terms and conditions of our 3rd party insurer.

Advise the Landlord to provide all guarantees, warranties, service agreements and maintenance certificates if required.

Advise the tenants of who the utility providers are, including gas, electricity, water and council tax with the information being provided by the Landlord.

Viewings

If you require viewings to be conducted by us you agree to pay the fee of £300 upfront and for us to arrange the dates and times of viewings as per our schedule. The viewing service shall be made available for a maximum of 12 weeks or until a suitable tenant has been found , whichever is sooner.

Additional Services – If you require any of our additional services as mentioned on our Website, you will be charged before the Commencement Date.

Compliance & Regulations

All of our compliance certifications and associations can be found on our website for your reference and information. Should you require further clarification we can be contacted via our email info@pm4u.biz.

Fees, Commissions and Interest

Your Fees shall depend on which Package you choose and are as follows: - Bronze £39 pcm, Silver £79 pcm, Gold £99 pcm and Platinum £129 pcm

If you breach the agreed payment terms you will be liable for our costs of the recovery including debt collection agency fees at 20% of the balance due. In addition to , you will also be liable to pay interest at 8% above the Bank of England base rate. A late payment charge of £40 per missed instalment/invoice will also be added.

For the avoidance of doubt, we will retain any referral fees and commissions paid to us by some 3rd party providers and will not be extended to the Landlords.

Any interest earned from the monies held in the Client Money Account (NATWEST Bank Account No: 24216194 Sort Code: 60-05-37) or any Deposit Schemes shall be retained by PM4U.

Registration process

1. Landlords can create a user account to use the Platform (Account) by following the steps included in an invitation we send to you by email.
2. You must provide such verification documentation as PM4U may request. PM4U may request certified copies of your passport, drivers licence, birth certificate, other photographic identification, council rates notices, pay slips or other evidence of employment, bank statements, utility records (such as phone, internet, water, gas or electricity bills), bank records. If a document is not in English, it must be accompanied by a certified translation.
3. PM4U may use tools to verify your identity and references (Verification Tools). Verification Tools may include mobile phone verification technology, or verification of payment information.
4. If you are an overseas landlord and as such non-resident, you must provide us with tax exemption certificate and accurate tax status.
5. To receive the Services from us you must accept these terms as part of the registration process.
6. When you create your Account, you will create a password to access the Platform and use the Services. You must not disclose your password or username to any third party. You must contact us immediately at info@pm4u.biz if you believe that your password or username have been compromised or disclosed to a third party. You are solely responsible for any use of your username and password.
7. You may also access your Account and the Platform using biometric data where this is made available by PM4U.

Suspicious Listings

We reserve the right to withdraw any listing that has been registered with us without offering a refund for any of the following reasons:-

1. If it is deemed by us that there are misleading circumstances with any registration for any of our services.
2. If we discover that any property that has been listed with us for any reason other than to find a prospective Tenant.
3. If you are using one listing to advertise more than one property.
4. If you are unwilling to make access to a potential tenant.

Your Obligations

1. As a condition of your use of our Services and Platform, you must:
 - a) be at least 18 years of age; and
 - b) use the Platform and the Services only in accordance with these Terms.
2. That you have the legal authority to make decisions in relation to the property and to receive rental income.
3. You must ensure that any information you provide is accurate and complete, and will not be misleading, deceptive or likely to mislead or deceive. You will be solely responsible for all costs, losses or expenses suffered or incurred by PM4U as a result of inaccurate, incorrect, incomplete or unlawful information.
4. You must comply with all applicable laws.
5. You are responsible to ensure that the property to be let is in a habitable and safe condition and in compliance with all laws and regulations.
6. You are responsible for implementing and notifying us of any instructions and protocols to be followed outlined in your lease agreement, your buildings management policy, mortgage agreement, insurance policies and any other contracts you may be bound by.
7. You must not, and must not permit, direct or encourage or assist any third party to:
 - 4.1. pretend to be someone else;
 - 4.2. engage in any unlawful practices or procedures;
 - 4.3. provide any information that:
 - a) is false, inaccurate, unauthorised, illegal, incomplete, fraudulent, unlawful, threatening, defamatory, libellous, obscene, indecent, inappropriate, harmful, abusive, racist, inflammatory, pornographic material or any material that;
 - b) infringes any third party's rights (such as intellectual property, privacy, publicity or contractual rights); or
 - c) could give rise to civil or criminal proceedings.
 - 4.4. restrict anyone else from using the Services or the Platform;
 - 4.5. upload or transmit any malware, virus or other disabling or destructive feature;
 - 4.6. interfere with, disrupt, or create an undue burden on the Platform or any associated systems;
 - 4.7. frame or mirror any part of the Platform or engage in any screen scraping or data acquisition or consolidation, without our prior written approval;
 - 4.8. except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or cause any other person to do so; or
 - 4.9. use or attempt to use any engines, software, tools, or other mechanisms (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform other than the commonly recognised search engine and agents, and other than generally available third party web browsers.

Intellectual property and content

1. With respect to the content, photos, videos, images, trademarks, logos, brands, commentary, feedback, testimonials or other materials you provide to PM4U, through the Platform or otherwise, (Content), you:
 - 1.1. are solely responsible for that Content;
 - 1.2. must ensure that you have all necessary rights to provide that Content, and that your provision of such Content does not breach any laws or third-party rights; and
 - 1.3. grant to PM4U a non-exclusive, worldwide, royalty-free, fully paid, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, distribute, store, modify and otherwise use your Content in connection with the Platform and/or the Services, including by using any part of the Content and your first name to promote PM4U.
2. If any Content contains your name, voice, image or likeness, or the name, image, voice or likeness of a third party, you warrant that you have all necessary authorisations and consents from those third parties; and indemnify and will keep indemnified PM4U from all costs, claims, expenses and liability made by you or any third party in relation to PM4U's use of such name, image, voice or likeness.
3. All images, information and material provided by PM4U on the Platform or as part of the Services are owned by PM4U or its licensors. You must not copy, modify, distribute, prepare derivative works of, display, publish, or adapt any images, information and material on the Platform or provided as part of the Services without obtaining Pm4U's prior written consent.
4. Information made available on the Platform, including recommendations and advice and any calculators, is for general information purposes, is indicative only, and does not consider your specific circumstances. Any reliance you place on such information is at your own risk, and we are not responsible for it. Before acting on any information provided on the Platform it is your responsibility to:
 - 4.1. consider whether it is appropriate for your purposes;
 - 4.2. carry out your own research; and
 - 4.3. seek additional advice where necessary.
5. Information provided from a calculator or other automated generation of information made available on the Platform is not financial, legal, real estate, insurance or business advice; and a quote or guarantee from, or binding on, us.
6. Provision of the Services may include photographs and videos being generated by us or other users which may include the faces, voices and other personal information of you and any other person and you consent to such media being used for the purpose of providing and marketing the Services.

Additional Terms and website links

1. Some areas of the Platform, and some types of services may have additional terms and conditions. We may make special offers available to new and existing users from time to time, including where new users have been referred to us. Additional terms and conditions will apply to those special offers. Where additional terms apply, we will make them available for you to read. By using those areas of the Platform, those services, or accepting special offers, you agree to the additional terms.
2. The Platform may contain links to sites not owned or operated by PM4U. These links are not referrals, sponsorships or endorsements of the linked sites by PM4U. We are not responsible for any linked websites. You should familiarise yourself with the terms and conditions and privacy policy of any site to which you link. We may receive fees, commissions or other reward from third parties for introductions to a third-party site or service.
3. You may put links on your site pointing to our Platform provided that all links must comply with these Terms. If directed by PM4U, you agree to immediately remove any links from your site if PM4U deems the links to be misrepresentative of its brand, image and reputation in any way, or for any other reason in PM4U's sole discretion.

Complaint's Handling Procedure

If you have a grievance about the Platform or the Services, please contact us at info@pm4u.biz. You must attempt to resolve any dispute with us in good faith, prior to commencing any form of litigation or legal proceedings. If not resolved within 7 working days you can escalate the matter with a Director by email to pm@pm4u.biz. If in 15 working days no resolution has been reached you can then take the matter up with the Property Redress Scheme stating our Membership number PRS021881

Property Redress Scheme
Premiere House,
1st Floor,
Elstree Way,
Borehamwood,
WD6 1JH. TEL: 0333321 9418, email: info@theprs.co.uk

Term and Termination

1. The minimum term of this agreement shall be 12 months from Commencement Date and shall be rolled over into a further 12 months unless otherwise notified with a minimum of 30 days' notice before the 12 months expiration. If you cancel within this period you agree to pay the balance of the fees for the period outstanding.
2. During the first 14 days from Commencement Date (Cooling Off Period) you shall have the right to terminate this Agreement by providing us with 5 days' notice. If there are any services used during this period you must pay for these within 14 days.

3. We may terminate this Agreement or suspend your use of the Platform and/or your Account with 7 days' notice and immediately where you have, or we reasonably suspect that you may have, breached these terms in any way or where required by law.
4. Upon termination of this Agreement or your access to the Platform or Services for any reason, we will permanently delete your Account after two months.
5. Unless otherwise agreed with us or stated in these Terms, we are not liable to you or any third party for any damages, liabilities, losses that a user or any other third party may incur, as a result of any termination or suspension of your access to the Platform, use of the Services or your Account under these Terms.
6. Any terms which by their nature should continue to apply will survive any termination or expiration of these Terms.

Indemnity

1. You agree to defend and fully indemnify and hold us and our affiliated companies (and our officers, directors, employees, consultants, contractors and agents) harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses (including without limitation legal costs and expenses on a full indemnity basis), including without limitation in tort, contract or negligence, arising out of or connected to:
 - 1.1. your use of or access to the Platform or the Services;
 - 1.2. your reliance on any information provided through the Platform;
 - 1.3. any breach by you of these Terms; or
 - 1.4. any wilful, unlawful or negligent act or omission by you or any third party who obtained access to the Platform or Services through you.

Limitation of liability

1. To the extent permitted by law:
 - 1.1. the Platform is provided "as is";
 - 1.2. PM4U does not guarantee, warrant or represent that the Platform or the Services will meet your requirements, be fit for purpose, or be free from, without limitation, interruption, loss, corruption, technologically harmful material, errors, or omissions;
 - 1.3. PM4U excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights; and
 - 1.4. PM4U excludes all liability for any advice or recommendations provided by it, including in relation to contractors engaged to carry out maintenance work on premises.
2. To the extent permitted by applicable law, PM4U will not be liable to you or any third party for any direct, indirect, incidental, punitive, special or consequential loss, damage or claim including: loss of profits; data loss or breach; loss of goodwill; damage to reputation; loss of revenue, contract, business or anticipated savings.
3. If we are not able to exclude liability, to the extent permitted by law our aggregate liability for all claims relating to the Platform and the Services will not exceed fifty pounds (or equivalent).

General

1. If any part of the Terms is unenforceable the enforceability of any other part of the Terms will not be affected. All other terms will remain in full force and effect.
2. No partnership, joint venture, employee-employer or other similar relationship is created under these Terms. In particular you have no authority to bind PM4U, its related entities or affiliates in any way whatsoever.
3. No waiver of any term of this Terms will be deemed a further or continuing waiver of that term or any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of that right or provision.
4. These Terms may be assigned or novated by us to a third party without your consent. In the event of an assignment or novation you will remain bound by these Terms.
5. The use of "including", "such as" and similar words or phrases are not words or phrases of limitation.
6. These Terms are to be construed in accordance with the laws of England and Wales , and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Acceptance

1. By using our Services, You confirm that:
 - 1.1. You agree and accept the Terms and you appoint us as sole and exclusive agent; and
 - 1.2. You are aware that any collection of personal information is used in accordance with PM4U's Privacy Policy and further information is available at www.pm4u.biz and
 - 1.3. there is no existing dispute, issue or problem which has occurred or is currently ongoing at the property to be managed by PM4U; and
 - 1.4. the rent and all other payments to be made by the tenant under the tenancy agreement entered into with a tenant of the property to be managed by PM4U is currently up to date and not in arrears; and
 - 1.5. the tenant has paid in full and the landlord has received under a tenancy agreement relating to the property to be managed by PM4U a security deposit for a sum being the equivalent of five (5) weeks rent under that tenancy agreement or through a Zero Deposit Scheme where agreed; or
 - 1.6. if there is no existing tenant for the property to be managed by PM4U, you understand that a five (5) week bond or through a Zero Deposit Scheme where agreed must be collected under any future tenancy agreement for the property.

Please select the package you require :-

Bronze

Silver

Gold

Platinum

I hereby agree to accept the terms and conditions set out in this agreement.

Landlords Signature

Landlord Name

Date