



## Terms and Conditions

Please read these terms and conditions. If you are not sure about anything, please call us on 01580 202030.

### Application

1. These Terms and Conditions will apply to the purchase of the services by you (the **Customer** or **you**). We are RTMF Services Limited a company registered in England and Wales under number 08240498 whose registered office is at Unit 1 Parsonage Business Centre, Church Street, Ticehurst, East Sussex, TN5 7DL with email address info@rtmf.org.uk; telephone number 01580 202030; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all services to you. Before placing an order on our website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase our services from our website if you are eligible to enter into a contract and are at least 18 years old. If you have placed your order by post using forms sent to you or downloaded from our website you will receive a copy of these terms and conditions by return by email or post.

### Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Order** means the Customer's order for the Services in the form of a Consent Form or Application Form (or as may be varied from time to time by the Supplier) as submitted following the step by step process set out on the Website;
8. **Privacy Policy** means the terms, which set out how we will deal with confidential and personal information received from you via the Website. (See separate document)
9. **Services** means the services advertised on the Website and as described in the Order;
10. **Website** means our website [www.rtmf.org.uk](http://www.rtmf.org.uk) on which the Services are advertised.

### Services

11. The description of the Services is as set out on our website, in our catalogues, brochures, other form of advertisement or in any written communication setting out a special service we may offer. Any examples are for illustrative purposes only.
12. It is your responsibility to ensure that any information or specification you provide is accurate.
13. All Services that appear on the Website are subject to staff availability.
14. We reserve the right to make changes to the Services, which are necessary to comply with any applicable law or statute.



### **Customer responsibilities and liabilities**

15. You agree to become a member of the RTM Company incorporated to acquire RTM for your building.
16. You agree that RTMF Services Limited shall be appointed as the corporate secretary of your RTM Company for the duration of the RTM process or until the first General Meeting of the Company, whichever is the later.
17. You agree that RTMF Services Limited and its staff shall have the authority of the RTM Company to sign all statutory notices, tribunal applications and other documents related to your RTM claim.
18. You agree that the persons appointed to be directors of the RTM Company will have your authority to instruct us in relation to your RTM claim.
19. You are jointly and severally liable with the RTM Company for the landlord's reasonable costs if your RTM claim ceases.
20. You are jointly and severally liable with the RTM Company for the landlord's reasonable costs in consequence of a successful RTM Claim Notice.
21. You agree to co-operate with us in all matters relating to the Services and provide us and our authorised employees and representatives, in a timely manner, with reasonable access to the premises that are the subject of the RTM claim and all information required to perform the Services, obtain any necessary consents and serve statutory notices.
22. Failure to provide information in a timely manner entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
23. 'Timely Manner' means a time that is reasonable taking into account the statutory provisions, tribunal or court directions, and the consequences for the relevant RTM claim if the information is not made available by a specific date.

### **Personal information**

24. We may ask you to divulge personal information that is necessary for processing a statutory RTM claim. Some information, such as your name and address and the status of your property ownership may already be in the public domain, such as on the Land Registry register of title. By law this information is required to appear on statutory notices that are copied to other leasehold owners and to your landlord. By consenting to participate in RTM you are also consenting to the disclosure of your personal information to third parties entitled to receive it under RTM legislation.
25. To the extent that we hold personal information about you that is not required for statutory disclosure we will keep that information confidential in compliance with the General Data Protection Regulation (EU) 2016/679. For more information see RTMF Privacy Notice.
26. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

### **Basis of Sale**

27. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will endeavour to inform you of the reason without unreasonable delay.
28. The online order process is set out on our Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.



29. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the commencement of any of the Services.
30. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
31. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
32. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer.

### **Fees, Costs and Payment**

33. The fees (**Fees**) for the Services and any additional charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing, including email.
34. If your RTM claim is subject to a Counter Notice from your landlord it may be necessary to make an application to the First-tier Tribunal for a determination of your RTM claim. This will incur further costs. We will not incur further costs without your written agreement or the written agreement of persons acting on your behalf.
35. Fees and charges are subject to VAT at the rate applicable at the time of the Order.
36. You may pay by cheque or by electronic transfer to the account shown on the payment request. We reserve the right to withhold services until your payment is cleared at our bank.
37. If you pay a refundable deposit for RTM services, the terms of refund will be as specified on the Consent Form. The refund of a deposit may be forfeited in specified circumstances.
38. If your Order is subject to special provisions, such as our scheme for retirement properties whereby a deposit is paid and the balance deferred, the balance of our Fees will be come due and payable at the determination of your RTM claim or within 7 days of receipt of our invoice for the said balance, whichever is the later. 'Determination' shall have the meaning stated in the relevant statute.
39. We reserve the right to charge interest at 4% over the Bank of England's Base Rate on invoices on Fees unpaid after the due date.

### **Delivery**

40. We will use our reasonable endeavours to deliver the Services in a timely manner and where appropriate in accordance with statutory time limits.
41. If, without reasonable cause, we fail to meet statutory time limits you can require us to reduce the Fees or charges by a reasonable amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges but excluding any disbursements made in the course of the Contract, such as but not limited to legal fees and incorporation fees.

### **Withdrawal and cancellation**

42. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
43. You can cancel the Contract by telling us no later than 14 days after the Contract was made, if you simply wish to change your mind and without giving us a reason, and without liability.



44. If you Consent to be a member of an RTM Company and participate in a statutory Right To Manage Claim for your building, you are prevented by law from withdrawing your membership from the time the RTM Claim Notice is made and remains active.
45. This is a 'distance contract' (as defined below), which has the cancellation rights set out below.
46. Subject to these Terms and Conditions you can cancel this contract within 14 days without giving any reason.
47. The cancellation period will expire 14 days from the day the Contract was entered into.
48. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g. a letter sent by post, fax or email). You must be able to show clear evidence of when the cancellation was made.
49. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service (and any reasonable disbursements) for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount may be disproportionate to the full price of the Contract.
50. For the purposes of these Cancellation Rights, a 'distance contract' means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

#### **Conformity**

51. We will supply the Services with reasonable skill and care.
52. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you with our written authority and on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

#### **Duration, termination and suspension**

53. The Contract continues as long as it takes us to perform the Services.
54. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
  - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
  - b. is subject to bankruptcy or liquidation.
55. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

#### **Successors and our sub-contractors**

56. We reserve the right to transfer the benefit of this Contract to a third party. We will be liable for the acts of any sub-contractors who we choose to help perform our duties.



**Circumstances beyond the control of either party**

57. In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

**Excluding liability**

58. The Supplier does not exclude liability for any fraudulent act or omission or damage caused by negligence or breach of the Supplier's legal obligations. Subject to this the Supplier is not liable for a loss that was not reasonably foreseeable to both parties at the time when the Contract was made.

**Governing law, jurisdiction and complaints**

59. The Contract is governed by the law of England and Wales.

60. Disputes shall be submitted to the jurisdiction of the courts or tribunals of England and Wales.

61. We try to avoid any dispute and will use all reasonable endeavours to deal with complaints promptly. We aim to respond to complaints, which shall be in writing, within 7 working days.

RTMF/TC4/2020