

# Moss London Lettings Website Terms and Conditions

Please read these terms and conditions ("terms and conditions", "terms") carefully before using <https://www.mosslondonlettings.co.uk/> website ("website", "service") operated by "Moss And Co LTD t/a Moss London Lettings" ("us", "we", "our").

## How to contact us

In the event that you have any questions regarding this policy you should contact us as follows: via phone on 02089467661; OR via email on [info@mosslondonlettings.co.uk](mailto:info@mosslondonlettings.co.uk). Address – 212 Copse Hill, Wimbledon, London, SW20 OS.

## Conditions of use

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the website accordingly. "Moss And Co" only grants use and access of this website, its products, and its services to those who have accepted its terms.

We collect and use information in line with our Cookie Policy below. By using this website, you agree to the way in which we collect and use your information.

*You cannot use this website:*

- for any unlawful purpose;
- to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- to tamper with, update or change any part of the website;
- in a way that affects how it is run;
- in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
- using any automated means to monitor or copy the website or its content, or to interfere with or attempt to interfere with how the website works.

## The Law

We are a company based in the United Kingdom: The laws of England and Wales apply to your use of the website and these conditions. We control the website from within the United Kingdom. However, you can get access to the website from other places around the world. Although, these places may have different laws from the laws of England and Wales, by using the website you agree that the laws of England and Wales will apply to everything relating to you using the website and you agree to keep to these laws. We have the right to take you to court in the country you live in.

## Disputes

Any dispute related in any way to your use of this website or to service you purchase from us shall be arbitrated by English Law and subject to the exclusive jurisdiction of the English Courts

**Indemnification**

You agree to indemnify “Moss And Co” and its affiliates and hold “Moss And Co” harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

**Offer and Payments**

You can make an offer on your chosen property. The property will only be taken off the market when you complete payment of an administration fee of £350. Until then, others will be able to apply for the property and each application will be considered on its own merits. After you submit the offer form you will be redirected to the “Take Payments” website where you will be able to make your payment using most UK credit cards or debit cards. Your offer will go through direct to the landlord only once you have paid the admin fee and submitted your offer. It will still be received by the agent for review.

**Cancelation**

The administration fee is only refundable if your offer is not accepted. But if you are really unsure as to whether your offer will be acceptable then it would be advisable not to pay the fee until your offer has been approved in principle.

**Pricing Mistakes**

We try very hard to make sure there are no mistakes in the prices that appear on the site. In the unlikely event that a mistake happens you agree that Moss And Co will not be bound by that incorrect price. If a mistake is discovered and you have been charged yet, we will let you know the correct price and you will be given the option to continue with your order at the correct price or cancel it.

**Age restriction**

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. “Moss And Co” assumes no responsibility for liabilities related to age misrepresentation.

**Intellectual property**

You agree that all materials, products, and services provided on this website are the property of “Moss And Co”, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the “Moss And Co”'s intellectual property in any way, including electronic, digital, or new trademark registrations. You grant “Moss And Co” a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

## **User accounts**

As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password. If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly. We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

## **Limitation on liability**

“Moss And Co” is not liable for any damages that may occur to you as a result of your misuse of our website.

“Moss And Co” reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail. This Agreement is an understanding between “Moss And Co” and the user, and this supersedes and replaces all prior agreements regarding the use of this website.

## **Cookies**

We use cookies and similar technologies on the Site. Please read this policy carefully. It contains important information regarding the use of cookies on the Site.

### *What are Cookies*

A cookie is a small file/piece of information. Ordinarily cookies comprise of letters and numbers. Cookies are stored on your computer when you access the Site and they can then be sent back to the Site. This process is important to the functionality of the Site as it enables it to remember certain important pieces of information between different pages.

### *Consent for cookies*

We may use cookies without your consent where the cookies are essential for the functioning of our site and in order to provide our services to you.

### *What types of cookies do we use?*

**Necessary cookies** - allow us to offer you the best possible experience when accessing and navigating through our website and using its features. For example, these cookies let us recognize that you have created an account and have logged into that account.

**Functionality cookies** - let us operate the site in accordance with the choices you make. For example, we will recognize your username and remember how you customized the site during future visits.

**Analytical cookies** - These cookies enable us and third-party services to collect aggregated data for statistical purposes on how our visitors use the website. These cookies do not contain personal information such as names and email addresses and are used to help us improve your user experience of the website.

### *Cookies used on this website*

The following cookies/similar technologies are used on this website:

### *Third party cookies:*

Google Analytics to track website traffic and utilisation

#### *How to turn off cookies*

If you want to restrict or block the cookies that are set by our website, you can do so through your browser setting.

Alternatively, you can visit [www.internetcookies.com](http://www.internetcookies.com), which contains comprehensive information on how to do this on a wide variety of browsers and devices. You will find general information about cookies and details on how to delete cookies from your device.

### **Complaint Procedure**

If you have cause for complaint then we ask you to follow the following procedure. Hopefully your issues can be resolved at an early stage in the process.

1. Email the staff member who has been dealing with the issue and present the nature of your complaint to request a prompt response. You should expect a response the same day and if further time is required then this email should give you a time line we will be working to. Our general email can be used: [info@mosswimbledonhill.co.uk](mailto:info@mosswimbledonhill.co.uk)
2. If your complaint has not been resolved please send an email to the director, Jonathan Moss. You just need to give the general nature of your grievance as he is able to look back over all correspondence you have had with the staff up to that point. [jon@mosswimbledonhill.co.uk](mailto:jon@mosswimbledonhill.co.uk)
3. If you cannot reach an agreement then we will provide you with 'a final viewpoint letter'.
4. Visit the Property Ombudsman site <https://www.tpos.co.uk/consumers/how-to-make-a-complaint>

It is very rare that complaints cannot be resolved at an early stage, but we would rather that you do let us know rather than put up with something that you are not happy about.