

# LettsCheck Credit Reference Agency

“Protecting your Investment”

# SERVICES

# &

# CHARGES

# FOR

# 2006/2007

**CREDIT REFERENCE AGENTS TO THE PROPERTY MANAGEMENT PROFESSION**

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## **1. INTRODUCTION**

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**LettsCheck Credit Reference Agency an established company in the UK, specialising in Credit Referencing for Letting Agents, Property Managers and Private Landlords. We have a highly experienced management team at hand to assist your every need.**

**We have built our reputation on customer service. Success has been built on the development and maintenance of long-term relationships with our clients. Our customers rely on us to deliver their exact requirements and to deliver on time. We pride ourselves on always being available to our customers with support from an experienced and motivated team of professional staff.**

**We are voicemail free, each client is allocated an account manager and a direct telephone line to their account manager. You can call us direct any time.**

**We have teamed up with Endsleigh Insurance and can recommend a range of superb insurance solutions.**

**We provide a worldwide service, we have online access to credit information in many countries, and have developed an impressive network of international agents which allow us to process overseas applicants in a timely and efficient manner.**

**We are committed to providing products and services of the highest quality. We are constantly seeking the most efficient and cost effective solutions for our client's requirements.**

**Feel free to contact us anytime, by email or by telephone. It's good to talk.**

**LettsCheck is aware of the importance of professionalism and confidentiality when assessing potential tenants/guarantors together with accurate and comprehensive reports giving you peace of mind that each tenant/guarantor has been checked fully.**

**(B) Registered under the Data Protection Act 1998.**

**(C) Our senior managers are members of The Institute of Credit Management.**

**We provide the very highest standards of service, the easiest possible administration and the guarantee of support and after-sales service that is second to none.**

## **2. CHOOSING LETTSCHECK**

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- **We understand the needs of property professionals.**
- **We are specialists, concentrating 100% on the reference checking process**
- **We have a highly experienced management team.**
- **Our international reports are the best in the business**
- **Our assessment consultants are always available.**
- **We guarantee a response within 24 hours if required.**
- **We realise the importance of customer service to our clients.**
- **LettsCheck has no minimum usage, no registration fee, subscription or other charges.**
- **We are committed to providing services and products that are of the highest quality.**

### **3. DESCRIPTION OF SERVICES**

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(i) **Residential Tenancy Assessment.**

- **Voters Roll search at current and previous addresses (if less than 3 years at current address) declared in the application.**
- **Details of any County Court Judgement (CCJ) or Court Decree (CD) at current and previous addresses (if applicable) including amount and date of judgement.**
- **Bankruptcy and IVA search IVA at current and previous addresses declared in the application.**
- **Verification of current employment details to include length of employment, position, whether employed on a full-time or permanent basis and annual salary. If with current employer less than six months, details of previous employment as current.**
- **Reports from Accountant and/or a Solicitor where provided (self-employed).**
- **Guarantor assessed in a similar manner.**
- **Applicants contacted direct in order to improve speed and efficiency and reduce the workload of your own staff.**
- **All reports are fax returned. Monthly itemised billing. No minimum usage, no registration, subscription or other charges.**

**(II) Business Tenancy Assessment.**

- **Details of all relevant documents filed at Companies house. Including full accounts filed where available.**
- **Details of any County Court Judgement (CCJ) or Court Decree (CD) at current and previous business addresses (if applicable) including amount of judgement and date.**
- **Details of any Liquidation's or Receiverships or any other credit information of detrimental nature.**
- **Verification of current Director's details.**
- **Report, if applicable, from current/previous Managing Agent or Landlord to include length of tenancy, amount and promptness of rental payments, details of any dilapidation's, and whether tenancy was conducted in a satisfactory manner.**
- **Report from 2 Business Referee's.**
- **Reports from an Accountant and/or a Solicitor where provided.**
- **An assessment of credit worthiness of the Company.**
- **Applicants contacted direct with any queries in order to improve speed and efficiency and to reduce the workload of your own staff.**

**(iii) Overseas Tenancy Assessment / Individuals and Business**

- **In addition to our United Kingdom coverage we have on-line access to credit bureaus in many countries.**
- **We have developed a network of International contacts that enables us to provide efficient assessment of overseas applicants, individuals and Businesses.**

**Countries include:**

- **France**
- **Germany**
- **Ireland**
- **Sweden**
- **USA**
- **South Africa**
- **Australia**
- **New Zealand**
- **Poland**
- **Lithuania**
- **Russia**
- **Japan**
- **China**

## **4. TERMS AND CONDITIONS FOR THE PROVISIONS OF LETTSCHECK CREDIT REFERENCE SERVICE**

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### **CONFIDENTIALITY:**

(a) The Client undertakes that it shall use the Information provided in our reports solely for the internal purpose of its own business and (save as is required by law) will:

(i) Keep the information strictly confidential.

(ii) Not publish all or any part of the Information.

(iii) Not divulge or disclose all or any part of the Information to any third party other than for the sole purpose of property rental.

(iv) Permit access to the Information only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with the provisions of sub clauses (i) to (iii) above.

The Client further undertakes that it shall not use or permit the use of the Information for the purpose of providing credit reference and/or moveable asset enquiry Services to any third party. The expression "third party" shall not include any company which is a member of the Client's group and the expression "a member of the Client's group" shall mean any subsidiary of the Client or any holding company (whether ultimate or intermediate) of the Client or any subsidiary (whether direct or indirect) of any such holding company (whilst in each case they remain as such) as such members of the Client's group shall be bound by the terms of this agreement.

### **LIMITATION OF LIABILITY:**

(a) The Client acknowledges that the Information provided to it hereunder will represent or be based on Information provided to LettsCheck by third parties whose accuracy LettsCheck cannot control and may contain expressions of advice and opinion. LettsCheck cannot give any guarantees with regard to the future conduct, reliability or creditworthiness of the applicant. Accordingly LettsCheck does not warrant the accuracy of the Information or the validity of any advice given or opinion (conclusions) expressed on the basis of such Information and shall in no circumstances be liable for any loss of whatsoever nature suffered by the Client as a result of its use of any Information or its reliance upon any such advice or opinion (conclusions) including without limitation any loss suffered as a result of any claim by the subject of any Information advice or opinion.

(b) The Client will indemnify and keep fully indemnified its officers employees or other agents against any third party claim or action made or instituted against any of them in respect of any losses, damages cost or other expenses in connection therewith (including without limitation any payment by LettsCheck on legal advice to settle any such claim or action) which is either due to the Client (by act or omission) rendering the Information inaccurate or incomplete or arises otherwise in connection with this agreement but (in connection only to the Client's use of the Services) save to the extent that LettsCheck is in default.

### **PAYMENT OF CHARGES:**

(a) The Services requested by the Client will be charged to the Client at LettsCheck's standard rates from time to time in force. The Client will either make payment of such charges within fourteen days of the date of receipt of LettsCheck's correct invoice.

(b) LettsCheck will charge interest of 8% above the Bank of England base rate on all overdue invoices.

### **STATUTORY COMPLIANCE:**

Both parties hereto undertake to each other that in respect of their obligations under this agreement they will at all times comply fully with all relevant statutory enactments and the Data Protection Act 1998 (and the data protection principles there under) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by governmental authority or equivalent body of competent jurisdiction.

### **FORCE MAJEURE:**

(a) In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this agreement it is agreed that on that party giving notice of such force majeure to the other party with reasonable promptness the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuation of the same it being agreed that each party shall use all reasonable endeavours to remove or avoid such force majeure with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of god strikes lockouts or other industrial disturbances acts of public enemy wars blockades insurrections riots epidemics landslides lightning earthquakes fire storm civil disturbances terrorism governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control of the party claiming suspension all of which by the exercise of due diligence such party is unable to prevent. (c) In the event that the obligations of either party are suspended (as aforesaid) by reason of force majeure for a period in excess of 30 days then either party to this agreement may on giving written notice to the other terminate this agreement.

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### **LAW:**

The laws of England to the exclusive jurisdiction of whose Courts the parties hereby submit unless otherwise agreed in writing between both parties hereto shall govern this agreement.

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## 5. COST OF SERVICES

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- **Residential Tenancy Assessment :**                      **72 hour fax/email reply**                      **£25.00**
- **Residential Tenancy Assessment :**                      **48 hour fax/email reply**                      **£35.00**
  
- **Guarantor Assessment :**                                      **72 hour fax/email reply**                      **£25.00**
- **Guarantor Assessment :**                                      **48 hour fax/email reply**                      **£35.00**
  
- **Residential Overseas Tenancy Assessment :** **96 hour fax/email reply**                      **£35.00**
- **Residential Overseas Tenancy Assessment :** **72 hour fax/email reply**                      **£45.00**
  
- **Business Tenancy Assessment:**                              **48 hour fax/email reply**                      **£50.00**
- **Business Tenancy Assessment:**                              **24 hour fax/email reply**                      **£75.00**
- **Business Overseas Tenancy Assessment:**                      **48 hour fax/email reply**                      **£100.00**

**Please feel welcome to contact us by email**

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