



Keyholding Terms and Conditions

Client Qualifications

To use our service you must be one of the following:

- property owner
- lessee/tenant
- occupier of the premises who has authority to secure or repair the premises

By registering with us clients are confirming that they are either the owner or acting on behalf of the owner.

Address Qualifications

This keyholder service can only be used in areas where TNT Developments Ltd is operational.

Membership Premises

- Clients can register more than one premise
- All premises must fall within a TNT Developments Ltd area
- A charge will be made for each premise

Your main address does not necessarily need to be in an area covered by the service as all communications regarding the service will be sent to you as the main contact responsible for the membership to the premises registered.

Registration

Whether registering with us on the telephone or our web site you will be asked to confirm that you have seen a copy of our Terms and Conditions. We can either send you these details by post or through our website, TNT.com/Keyholding.

Payments

- Payments are required in advance upon registration.
- £69 per annum – commercial premises/rented properties
- £39 per annum – domestic premises
- Charges payable for each address registered
- Transfers between address are possible within the 12 month period providing that the new address is within a TNT area.
- In the event of our charges increasing, higher charges will only take effect from your renewal date.
- Details outlining payment methods are provided on the registration paperwork and via our payment line
- Receipt of full payment is required before registration can be effected and our service commences.

Any additional keyholders as shown on the registration form will be charged for at a rate to be determined from time to time.

Renewals

- Reminders will be issued a month before the contract expires along with payment requests for renewing contracts
- Where payment requests are not met by contract expiry date we will assume that you no longer require our services and will delete your details within seven days of non payment.

Duration

Subject to your rights to cancel and other provisions for termination of the scheme in the Terms and Conditions, coverage for each premises registered shall be for a period of 12 months commencing from the date of the receipt of payment. Either party may terminate the agreement by giving 30 days written notice to the other party and coverage of the premises concerned shall terminate on expiry of the notice period. Any refunds made will be at the discretion of TNT Developments Ltd.

Termination of the Contract

A full refund will only be given if you notify our staff that you wish to cancel the contract, using the membership line (01752 229 224), within 14 days of registration. Cancellation will take immediate effect and refunds will follow within 7 days. Termination of the contract outside the 14 day period is subject to our Terms and Conditions.

Details Required

The details you provide must be accurate and up to date to assure our service is swift and effective. You can amend, remove or add to details at any time by calling 01752 229224.

Where we have reason to believe that a client has been abusing our service we here by reserve our right to cancel our contract and contact the Police if we believe that an offence has been committed.

All persons you cite as contacts for us must have given permission for their details to be provided. By providing their details you are confirming that you have obtained their permission for us to store their details and have made clear to them how our service works and their role within it.

The Key Holder;

- Must agree to their details being held on our database.
- Understands it is their responsibility to ensure that details and records are accurate and up to date
- Accepts that the police may need to transfer and/or disclose their details to agencies authorized by the Police or legislation

The keyholder should understand that by giving us this information they are also giving consent for the Police to transfer and/or disclose their details to any agency authorized by the Police or by legislation to maintain keyholder services and use these details to assist with criminal investigation.

In the Event of an Incident

The Police may require you or a keyholder to attend the premises. Where your premises are insecure.

The police may require that you or an authorized keyholder attend the premises. If your premises are insecure and you or any of your keyholders cannot be reached on the contact numbers given your nominated repairer (if given) will be contacted and asked to secure your premises. If you have not nominated a repairer or if that repairer cannot be contacted or is unable to attend the premises, we will provide a suitable accredited professional attendee.

Repair Cost

Any costs of works required to secure your property will be your responsibility and will require you to settle outstanding sums with the company concerned, unless we advise you otherwise.

Events Outside our Control

Third Party Equipment and Service Provider

We can accept no liability for loss resulting from a cause over which we have no direct control over, including, but not limited to, the failure of any third party equipment or service, (e.g. fax machines, internet providers, telecom, pager networks or any other service providers).

We cannot take responsibility for the placing of your unique "Property TAG" on your premises or any loss as a result of such "TAG". replacement "TAG" or stickers can be obtained by telephoning our call centre and may be subject to a charge.

Force Majeure

Any loss or damage which results from an act of God, weather, power shortage or failure, flood, drought, lighting or fire, strike, lockout, trade dispute or other labour disturbance (or our own labour dispute), or any other technical problems beyond our control.

Internet

You are responsible for the costs and quality of your internet connection to this service. Access to the service may be temporarily interrupted or otherwise restricted to allow for repairs, maintenance or the introduction of new services. We will always try to post on the website at www.tnthomewatch.co.uk/keyholder advance notice of periods when the service will not be available. Whatever the cause of any interruption we will attempt to reinstate the service as soon as is reasonable. Access to the service is available by telephone 24 hours a day, 7 days a week, on 01752 229 224.

Limitations of Damage

Please note that if in any aspect of the system is or becomes unavailable then we will use reasonable endeavors to repair and reinstate this service within 24 hours of detection depending on the severity of the failure.

When unavailability is due to our negligent failure to deal with circumstances within our control and is for more than a total of 24 hours in any period, or for any 12 hour consecutive period, we will at our discretion either pay you compensation limited to a refund of the fee paid by you for the unavailable service or provide you with a credit up to the same amount.

It is expressly agreed between us that the liability for any damage arising out of the provision of these services under this agreement to or by us, whether caused by negligence of our employees or contractors otherwise shall be limited to actual damages but shall in no even exceed £50. This limit shall not apply to our liability for death or personal injury caused by our negligence or for fraud committed which shall be unlimited.

Rights to Transfer

If you wish to transfer your membership in part or completely to someone else you will require our prior and written consent which will not be withheld unreasonably.

Conversely, we retain the right to transfer, all or part of our service level commitment to you, to any company or suitably qualified persons at any point within the contract.

Legislation

This agreement is bound by English law

Commercial Premises

Where you require us to provide cover for non domestic premises, please note that our terms and conditions exclude loss of business, loss of profit, in/direct financial loss and any other indirect or resulting costs, losses, expenses, claims or damages that may arise out of your membership of this service.

Our total liability to you howsoever arising in relation to your membership whether in contract, tort (including negligence and breach of statutory duty), misrepresentation or restitution (but not including fraudulent misrepresentation)