

Accommodation Advertisement Form

Please complete one form per property unit

Contact Details

Agent/Landlord Name: _____ Company _____
Home / Business Address: _____

Postcode _____
Mobile No: _____ Email: _____ Telephone No: _____
Website: _____

Property Address

Address of Property to be advertised: _____

Post Code: _____

Type of property: (please tick)

Bedsit	☐	Flat/Apartment	☐	House	☐
Maisonette	☐	Room in shared house	☐	Studio	☐
Council Managed	☐				

Size of property (No. bedrooms): _____ Number of beds to let: _____ Habitable Floors: _____

Description of Property
(Optional - Max 15 words)

Shared Facilities: (For use by all tenants)(please tick)

Bicycle Storage	☐	Broadband Internet	☐	Dishwasher	☐
Double Glazing (Full)	☐	Double Glazing (Part)	☐	Fridge Freezer	☐
Garden / Yard (Communal)	☐	Garden / Yard (Own)	☐	Garden / Yard (Shared)	☐
Microwave	☐	Tumble Dryer	☐	Washing Machine	☐

Number of Facilities: (please enter a number)

Bathrooms Toilets

Safety & Security: (please tick)

Burglar Alarm	☐	Carbon Monoxide Detector	☐	Fire Alarm System	☐
Fire Blanket	☐	Fire Extinguisher	☐	Heat Detector	☐
Smoke Detector	☐				

Suitable For: (please tick)

Family	☐	Only suitable for 55+ needing support	☐	Only suitable for 55+ without support	☐
Pets	☐	Pets Considered	☐	Smokers	☐

Mobility: (please tick)

Ground Floor Bathroom	☐	Ground Floor Bedroom	☐	Level Access Throughout	☐
Moveable Access Ramp	☐	Permanant Access Ramp	☐	Wheelchair Friendly Doors	☐

** Mobility Compliant Facilities

Heating: *(please tick)*

Air Source Pump	☐	Communal Heating System	☐	Electric Fire	☐
Electric Radiator	☐	Electric Storage Heaters	☐	Electric Under Floor	☐
Electric Warm Air	☐	Gas Central	☐	Gas Fire	☐
Gas Radiator	☐	Gas Warm Air	☐	Oil Radiator	☐
Solar Heating	☐	Solid Fuel	☐		

Certification:

Gas Certificate: _____ Expiry Date: *(please enclose a copy if applicable)* _____

HMO Licence: _____ Expiry Date: *(please enclose a copy if applicable)* _____

EPC Reference: _____ Expiry Date: *(please enclose a copy if applicable)* _____

Energy Efficiency: _____ Potential Energy Efficiency Rating: _____

Environmental Impact: _____ Potential Environmental Impact: _____

Tenancy Deposit Protection Scheme: _____

Adverts Section *(Please complete those that are applicable)*

Price per Person: From £ _____ To £ _____

Price per Room: From £ _____ To £ _____

Whole Property Rent: Week £ _____ Month £ _____

Deposit (per person / room / property)(£): _____ Let Property to: Individuals/Groups/Both

Is this inclusive of: Water: Yes/No Gas: Yes/No Electricity: Yes/No
Council Tax: Yes/No Internet: Yes/No

Property Available From: _____ Contract Length: _____

Request Start Date: _____ Admin Fee: _____

Please ensure you have completed the entire application

- I confirm that the information supplied on this application is true to the best of my knowledge and belief.

- I agree to indemnify Sandwell Council and Localpad Limited in respect of any loss arising from inaccurate misleading or incomplete information in this application.

- I agree to any and all advertising conditions listed below.

I am the Landlord / Landlady / Agent for this property *(delete as appropriate)*

Print Name: _____ Date: _____ Signed: _____

For Office Use Only**Advertising Conditions**

1. This page contains the terms and conditions on which Localpad advertises properties on its website(s).
 2. Our main trading address is The Old Flying Club, Office Suite 30, Skilling Lane, Brough, East Yorkshire HU15 1EN. Our VAT number is GB163775972.
- The term Localpad shall include any third party institution/affiliated partner working with Localpad to provide content for the Site.
3. The information on the Site constitutes an invitation to you to offer details of your property to Localpad to be advertised on the Site. No contract shall arise between you and Localpad until Localpad has accepted your offer by proceeding with the advertisement of your property.
 4. No such offer shall be accepted until Localpad has received from you the fee, in cleared funds, relevant to your chosen advertising option.
 5. You warrant to Localpad that:-
 - The property complies with all relevant regulations and guidance for such property as set out in the Housing Act 2004 (as amended) including but not limited to the Housing Health and Safety Rating System (England) Regulations 2005 (as amended) or relevant legislation in Scotland or Northern Ireland;
 - The property will not be deemed to have any deficiencies (bearing in mind the use for which such property is intended) in any risk

assessment conducted under the Housing Health and Safety Rating System and you would not be required to undertake any remedial work following such risk assessment;

- The property is free from unnecessary and avoidable hazards; and
- where hazards are necessary or unavoidable, they should be made as safe as reasonably possible.

6. You undertake to ensure that any information placed on the Site or received from you for placing on the Site meets the following content standards:

- it is true, accurate, relevant and genuinely stated (in the case of opinions) and not in any way misleading;
- it is not in breach of any applicable laws, codes, guidance or regulations (including but not limited to those relating to advertising standards);
- it does not and will not infringe any third party intellectual property rights; and
- it does not contain any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

7. Any information placed on the Site or received from you for placing on the Site must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual unless such individual has provided consent for use of his or her data in this way;
- infringe any copyright, database right or trade mark of any other person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be in contempt of court;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the advertisement emanates from a particular person or entity if this is not the case;
- advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; and/or
- contain any advertising or promote any services or web links to other sites unless this is otherwise approved by Localpad.

8. Without prejudice to any other right or remedy available to it, Localpad reserves the right to decline to accept your advertisement, terminate the contract and remove your property details from the Site at any time for breach of any of the warranties contained in Conditions 5, 6 and 7 or for any other reason at the absolute discretion of Localpad and without obligation to specify its reason.

9. In the event that Localpad exercises its rights under Condition 8 above, it will refund to you a proportion of any fees paid in advance (so far as such fees relate to advertising after the cancellation date) on a pro rata basis but without further liability to you in respect of any direct or indirect losses whether by way of loss of profit, loss of bargain or otherwise.

10. Whilst every effort is made to ensure that all information is entered correctly and each advertisement Localpad carries for you onto the Site is correct, Localpad recommends that you check the contents of each advertisement carefully once posted.

11. Localpad gives no warranty as to the quantity and quality of the responses to any advertisement placed on the Site and no refund will be given in the event no responses are received.

12. Whilst Localpad will use its reasonable efforts to make the Site available for access via the Internet, it does not give any guarantee that the Site will be available nor does Localpad accept any liability for any failure of the Site or your advertisement to be available due to any circumstances beyond Localpad's reasonable control including without limitation to any breakdown or malfunctioning of any computer software, equipment, telecommunications facilities or services.

13. Localpad shall not be liable for the contents of any advertisement appearing on the Site and shall be under no obligation to ensure that any content is removed from the Site.

14. The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. Localpad do not accept any liability arising from any inaccuracy or omission in any of the information on the Site supplied by you, any other site user or any other person.

15. Localpad's sole liability and your sole remedy in respect of any error by Localpad in displaying or failing to display your advertisement on the Site shall be for Localpad to use its reasonable endeavours to rectify the error as soon as reasonably practicable following receipt of an e-mail from you bringing it to Localpad's attention.

16. Localpad's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the services under this contract shall be limited to the amount you have paid to Localpad in respect of the relevant advertisement(s).

17. Nothing in this contract is intended to exclude or limit in any way Localpad's liability:

- for death or personal injury caused by our negligence;
- under section 2(3) of the Consumer Protection Act 1987;
- for fraud or fraudulent misrepresentation; or
- for any matter for which it would be illegal for Localpad to exclude, or attempt to exclude, Localpad's liability.

18. To the extent permitted by law, Localpad, and third parties connected to Localpad hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

19. You shall, at all times during and after the expiry or termination of the contract, indemnify Localpad and keep Localpad indemnified against all losses, damages, costs or expenses and other liabilities (including legal and other professional fees) incurred by, awarded against or agreed to be paid by Localpad arising from any breach of your obligations under this contract except to the extent that such liabilities have resulted directly and entirely from Localpad's instructions or actions.

20. The price of any advertisements will be dependent upon your chosen advertising option. The price excluded VAT, which will be added to the total amount as shown on the landlords Charges page.

21. Time for payment shall be of the essence of the contract. Localpad reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

22. All payments payable to Localpad under the contract shall become due immediately upon termination.

23. All advertisements will expire at the end of the agreed advertisement period which shall be set out on the landlords Charges page unless otherwise agreed in writing.

24. Either party to this contract may terminate the contract by giving notice to the other if the other is in breach of any of the terms of the contract and (where capable of remedy) fails to remedy such breach within 14 days of such notice. For the avoidance of doubt, any such contract shall terminate forthwith if we remove your advertisement from the Site in accordance with Condition 8.

25. Localpad may terminate this contract at any time by providing 30 days written notice to terminate.

26. Applicable laws require that some information or communications Localpad sends to you should be in writing. When using the Site, you accept that communication with Localpad will be mainly electronic. Localpad will contact you by e-mail or provide you with the information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that Localpad provide to you electronically comply with any legal requirement that such communication shall be in writing.

27. You shall not be entitled to assign your rights or transfer your obligations under your contract with Localpad.

28. Localpad may transfer, charge, sub-contract or otherwise dispose of the contract, or any of its rights or obligations arising under it, at any time during the term of the contract.

29. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and no third party shall have the benefit of or the right to enforce any term of this contract.

30. This contract sets out the entire agreement between the parties relating to its subject matter and overrides any prior correspondence or representations. All warranties and conditions not set out in this contract whether implied by statute or otherwise are excluded to the extent permitted by law. You will have no claim against Localpad for a misrepresentation unless that misrepresentation was made fraudulently.

31. If any provision of this contract is ruled to be invalid, illegal or unenforceable for any reason, that invalidity, illegality or unenforceability will not affect the rest of this contract which will remain valid and enforceable in all respects.

32. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

33. By breaching condition 32, you would commit a criminal offence under the Computer Misuse Act 1990. Localpad will report any such breach to the relevant law enforcement authorities and Localpad will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

34. Localpad will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

35. Localpad may revise these terms and conditions at any time. You are expected to check this page from time to time to take notice of any changes Localpad has made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on the Site.

36. Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. Localpad therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Site, or by anyone who may be informed of any of its contents.

37. Localpad will use any personal information you provide to provide the advertising of properties on the Site and process your payment. Further details of how we will process personal information is set out in [our Privacy Policy](#).

38. The contract between you and Localpad shall be governed and construed in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the English Courts.