

COMPANY ADVANTAGE CRITERIA

Company Advantage offers 3 different packages to Propertymark Protected companies (in these terms, the **“Company”, “company”, or “you”**). These packages consist of benefits designed to save time, money, generate income and support in protecting businesses through collaboration across the professional network.

We note that these terms may have changed since you last reviewed them.

To subscribe to Company Advantage, the company must comply with, and shall be subject to, the Criteria and other terms set out here, together with any other additional and/or replacement criteria or terms which Propertymark may require from time to time.

The operation and terms of Company Advantage shall be subject to Propertymark’s Conduct and Membership Rules in force from time to time. A link can be [found here](#). If there are any inconsistencies between these terms and the Conduct and Membership Rules, the Conduct and Membership Rules shall prevail.

1. CRITERIA

- 1.1.** All Company Advantage Companies must comply with, and shall be subject to, the Propertymark Conduct and Membership Rules [[link](#)]. Propertymark reserves the right from time to time to update the Propertymark Conduct and Membership Rules.
- 1.2.** A Principal, Partner or Director (**“PPD”**) of the company must maintain full individual membership of one of the following divisions at all times:
 - ARLA Propertymark
 - NAEA Commercial
 - NAEA Propertymark
 - NAVA Propertymark
- 1.3.** The company must have no more than 20 branches across the UK.
- 1.4.** The company must hold less than £13 million as total other client monies (excluding insured tenancy deposits).

1.5. The company must deal with at least one of the following specialisms:

- Residential property sales
- Residential property lettings
- Residential property management
- Non-residential sales
- Non-residential lettings
- Non-residential property management
- Land and new homes
- Business transfer
- Property Valuations
- Property Auctions

1.6. Client Account Service Provider (CASP) only companies and Chattels Valuation and Auction only companies are exempt from Company Advantage.

2. COMPANY ADVANTAGE PACKAGES & BENEFITS

2.1. There are 3 packages available to qualifying companies who meet the criteria set out here.

2.1.1. Essential

2.1.2. Premium

2.1.3. Elite

2.2. Company Advantage benefits become available immediately upon approval of the Company Advantage subscription.

2.3. Some of the benefits available with the Company Advantage packages are provided by 3rd party suppliers. It is the company's responsibility to familiarise itself and comply with the applicable terms and conditions of the 3rd party suppliers which can be [found here](#).

2.4. Associated benefits and providers of the benefits, may vary from time to time. Company Advantage companies will be kept informed of significant changes and additional benefits when made available. See the latest Company Advantage Benefits offering [here](#), which may be updated from time to time. Please note that Propertymark has the right to change Company Advantage benefit suppliers at any time.

3. COMPLIANCE MONITORING & AUDITING PROGRAMME

- 3.1.** Company Advantage provides Propertymark Protected companies with access to the new compliance model.
- 3.2.** Company Advantage companies are required to complete an annual return and declaration form, upon joining Company Advantage, and on each anniversary of so joining. The return and declaration shall require, answering questions in relation to the Propertymark regulatory requirements and the company's preferred Company Advantage package.
- 3.3.** All companies are subject to regular compliance inspections (at Propertymark's discretion).
- 3.4.** Companies must fully co-operate with requests by, or on behalf of, Propertymark for Compliance Inspections. Appointments agreed should be honoured, accepting that there will be exceptional circumstances which may cause cancellation at late notice. Propertymark reserve the right to impose a cancellation charge at their discretion.
- 3.5.** Companies that use third-party payment and reconciliation platforms or Client Account Service Providers (CASPs) are not exempt from the Propertymark regulatory requirements or the compliance monitoring and auditing programme.

4. DELEGATED AUTHORITY

- 4.1.** A PPD has the option to delegate authority to a qualified full member of Propertymark.
- 4.2.** Delegating authority for the company to an employee member at the company allows the delegated member to act on behalf of the PPD in matters relating to compliance and adherence with the Conduct and Membership Rules.

5. NEW COMPANIES

- 5.1.** Subject to compliance with section 1 above (Criteria) and any other exceptions, Company Advantage is compulsory for all new Companies required to regulate their company with Propertymark.

6. SUBSCRIPTION PERIODS AND PAYMENT

- 6.1.** All sums due with respect to Company Advantage must be paid in full when due, without set off or counterclaim, in accordance with the selected payment method.
- 6.2.** Company Advantage pricing is subject to VAT. Quoted prices do not include VAT. VAT invoices will be provided to all participating Companies. If the rate of VAT changes at any time, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 6.3.** Subject to below, Companies will be provided with a 12-month subscription to Company Advantage, ending on the last day of the subscription period end month, unless Propertymark elects to offer a shorter subscription and/or the subscription is extended.
- 6.4.** Existing Propertymark Protected companies who use CMP, may have a shorter subscription period in the first year of Company Advantage, due to it being beneficial to align the end date of the initial subscription to the valid end date of the current CMP period. This initial alignment subscription fee must be paid in full upon receipt of invoice in accordance with its terms.
- 6.5.** Where CMP is applicable, the CMP levy will be payable at the same time as the Company Advantage fee, or collected in full, together with the first Company Advantage instalment, if paying by monthly Direct Debit.
- 6.6.** Company Advantage fees are payable upon submission of a correct application by a company, and the company commits up front to paying the subscription fee in its entirety, whether paying in full upon approval or monthly by Direct Debit.
- 6.7.** Company Advantage subscription fees are non-refundable.
- 6.8.** During the Company Advantage subscription period, Companies can opt to upgrade their package if they so choose (resulting in the associated change in benefits and related pricing), however, the company will not be permitted to downgrade their package until the end of the current subscription period.
- 6.9.** For the avoidance of doubt, should a company no longer wish to participate in Company Advantage, and notifies Propertymark in writing of such election, if the company is paying by Direct Debit, then the total outstanding fees for the remainder of the subscription period shall become immediately payable. If the company paid in full for Company Advantage, there will be no refund.

- 6.10.** If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at a rate of 3% per year above the Bank of England base rate from time to time. You pay us the interest, together with any overdue amount.

7. RENEWAL

- 7.1.** Company Advantage companies must complete the annual return and declaration form no later than 4 weeks prior to the expiry date of a subscription period to ensure continued access to Company Advantage benefits.
- 7.2.** Companies can such time re-select their preferred Company Advantage package, with the option to upgrade or downgrade.
- 7.3.** Failure to complete the annual return and declaration form at least 4 weeks prior to expiry will result in cancellation of the company's PropertyMark Protected status, the PPD's individual memberships, CMP (if applicable) and access to all Company Advantage benefits.

8. OTHER TERMS

- 8.1.** If delivery of any of the Company Advantage benefits is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay.
- 8.2.** We can end your Company Advantage subscription at any time (and claim all subscription fees for the remainder of the contracted subscription period) if:
- 8.2.1.** You do not make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due; and/or
- 8.2.2.** You do not within a reasonable time of us asking for it, provide us with information and/or cooperation that we need to provide the benefits.
- 8.3.** We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the subject matter of these terms.
- 8.4.** How we use your personal data is set out in our Privacy Notice, which can be [found here](#).

9. CANCELLATION OF COMPANY ADVANTAGE

- 9.1.** Any breach of the Conduct and Membership Rules resulting in cancellation of the PPDs individual membership will result in cancellation of Company Advantage and withdrawal of access to the associated benefits. In all such instances any outstanding payments due must be paid in full.

10. GENERAL NOTICE

- 10.1.** When you use Company Advantage, you agree that:
- 10.1.1.** We charge you when you subscribe for Company Advantage.
 - 10.1.2.** We charge interest on late payments.
 - 10.1.3.** We pass on increases in VAT.
 - 10.1.4.** We are not responsible for failures or delays outside our control.
 - 10.1.5.** We can change benefits and these terms.
 - 10.1.6.** We can suspend supply of the benefits.
 - 10.1.7.** We can end our contract with you.
 - 10.1.8.** We use your personal data as set out in our Privacy Notice.