



Terms of Business

Introduction

HIP Midlands (the trading name of Murray Pakes Ltd) offers a range of residential property information services to meet the individual needs of prospective buyers, purchasers or landlords. Commissions are undertaken exclusively by surveyors who are members of the Surveyors and Valuers Accreditation (SAVA) Home Inspector Certification and Accreditation Scheme.

1. Services

1.1 HIP Midlands prides itself on having highly trained experienced staff who are SAVA qualified in all aspects of property certification required by the 2004 Housing Act.

1.2 These are the terms of business for the supply of any of the following services:

- Home Information Pack (HIP)
- Energy Performance Certificate (EPC)
- Home Condition Report (HCR)
- Home Condition Survey (HCS)

hereinafter referred to as “services”, for the residential property specified in the Acceptance Form appended hereto. By ordering any of these services, you agree to be bound by these terms and conditions.

2. General

2.1 Information about us.

2.2 HIP Midlands is the trading name of Murray Pakes Ltd, hereinafter referred to as “the Company”, and are registered in England under company number 6305382. The company’s trading address is at 9 Brunel Drive, Upton Grange, Northampton NN5 4AF.

3. Commissioning a service

3.1 Following a request for details of the cost of providing one or more of our services in respect of a specified property the company will provide you with a quotation based upon the information that you have provided to us. All fees quoted by us are valid for 30 days only. An order is placed by completion of the attached Acceptance Form which may be transmitted via e-mail or by post. The contract between us will be formed once we send you an acknowledgement of the receipt of the Acceptance Form.

3.2 If you have asked us to supply more than one product, the same acceptance procedure will apply to each individual product.

4. Fees and Payment.

4.1 Payment for HIPs is required in advance upon acknowledgement of the signed Acceptance Form whereas payment for any other of the Company’s services is within 14 days of any report or certificate being handed over.

5. Rights of Cancellation

5.1 As a consumer you have a cooling-off period in which you can withdraw from the contract for any reason, subject to the provisions in 5.2 below. This cooling-off period ends seven working days from the day after the contract was concluded and you receive our Order Acceptance in accordance with clause 3.1 above. If you wish to cancel your order you must notify the Company within the prescribed period by e-mail or letter by post. This provision does not apply to business to business transactions.

5.2 If you are a consumer, the cooling-off period and the right to cancel will not apply where; (a) a service has already been supplied to you; or the Company has commenced the preparation of a service, by agreement with you, before the cooling off period ends.

5.3 If the conditions for refund have been met the Company will usually refund any money received from you using the same method originally used by you to pay for the service. The Company will usually process the refund due to you as soon as possible and, in any case; within 30 days of the day we received your cancellation.

5.4 Any cancellations or refunds for services other than in accordance with the cooling-off period referred to above will be at the sole discretion of the Company.

5.5 If you cancel the contract you will remain liable for the cost of any third party reports already ordered or obtained by us on your behalf in accordance with the provisions of clause 7.

5.6 This clause 5 does not affect your statutory rights.

6. Information provided by you to us.

6.1 You will be asked by our company to provide us with any information about your property that we deem necessary to provide the service once we have accepted your order. The specific questions we ask will vary from property to property and may be either verbal or written as may your response(s).

6.2 Additional charges in obtaining information for our inclusion in a report. An example of such costs (but not limited to) might be Landlords or Managing Agents charges for providing a copy of a lease and other leasehold information. Any such costs are not included in our charges.

6.3 Unless there are exceptional circumstances, your contract for a service will normally be fulfilled by our delivering to you by email the report, survey or certificate flowing from the service provided.

6.4 The Company shall not be liable for the loss of any customer provided information and you are advised to take copies of all items prior to sending them to us.

6.5 Information provided by you to us will be relied upon by the Company in performing its services. Thus it is imperative that all information provided by you to the company is as accurate and complete as possible, otherwise you may be held liable by potential or actual buyers, mortgage lenders and other interested parties for any false, misleading, inaccurate or incomplete information so provided.

6.6 You agree to notify the Company immediately if you become aware of any information that you have provided to us is incorrect, inaccurate, false or misleading.

6.7 If customer provided information contains material errors or omissions such as but not limited to an incorrect address that in turn leads to abortive work on the Company's part, you will remain liable to pay our fees together with any additional costs arising from the said errors or omissions



7. Third Party Reports

7.1 You acknowledge and agree that in performing the Company's services for you, it will be necessary for us to obtain reports from third parties on your behalf in relation to the property for sale.

7.2 The Company's fees for performing the required service include the costs of obtaining certain specified Third Party Reports on your behalf. These will be defined in a quotation issued pursuant to 3.1 above. In the event that we need to obtain further Third Party reports on your behalf in preparation of a product we will notify you in writing informing you of any additional costs. The company will not seek to obtain any additional Third Party Reports without your written consent.

7.3 Any delay by you to approve any additional requests of Third Party reports may result in a delay to the provision of reports and certificates

7.4 When the Company obtains Third Party Reports on your behalf, you acknowledge that we do so as your agent and we shall be permitted to disclose to the relevant party from whom we obtain any Third Party Report that the Company is acting on your behalf. As such, the contract for the provision of such Third Party Reports will be between you, as the disclosed principal and the provider of the Third Party Report. It is agreed that the Company will not be a party to any such contract and will not therefore assume any rights or obligations there under.

7.5 The Company will at all times endeavour to obtain any required Third Party Reports for you from suitable parties whom we believe to have an appropriate level of expertise and professional standing. It is agreed that the Company is not liable for the contents of any Third Party Reports or any errors or omissions within any such Report or any delay by any Third Party in providing any such Report.

7.6 If you exercise your right to cancel a contract in accordance of the provisions in clause 5, the Company reserves the right to charge you for any costs incurred in obtaining Third Party Reports on your behalf prior to the date of cancellation of the contract.

8 The Company's Liability

8.1 The Company is not responsible to you for any data that you lose from any e-mail we have sent you although we will where possible re-submit any such data to you by e-mail free of charge.

8.2 The Company shall not be liable for any use made of the Packs, Reports, Certificates and Surveys other than by you alone for the purpose intended.

8.3 Subject to clause 8.4, the Company's entire liability to you in respect of these Terms of Business shall be limited to £2m, which represents the level of insurance cover.

8.4 Clause 8.3 does not include or limit in any way the Company's liability for (a) death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation by us; or (c) for any other matter for which it would be illegal for the Company to exclude, or attempt to exclude, our liability.

8.5 The Company accepts no liability for any loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of data, loss of time or any consequential loss or damage of any kind whether caused by breach of contract, negligence or otherwise.

9. Communications

9.1 Certain applicable laws require that some of the information we send to you should be in writing. It is agreed that the company's communications with you will from time to time be electronic. It is further agreed that all contracts, information and notices provided to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. Cancellation by us

10.1 The Company reserves the right to decline any order for a service at its sole discretion and without giving reason.

10.2 The Company further reserves the right to cancel our contract with you at any time if it has reasonable grounds to believe that you have supplied incorrect, false or misleading information. Any such cancellation will be in writing.

11. Force Majeure

11.1 The Company will not be liable or responsible for any failure to perform, or for delay in performance of, any of its obligations under a contract caused by events that are outside of its reasonable control.

12. Notices

12.1 All notices given by you to us must be given to HIP Midlands at 9 Brunel Drive, Upton Grange, Northampton NN5 4AF or email to hips@hipmidlands.co.uk.

12.2 The Company will give any notices to you by e-mail or by post.

12.3 We will deem any notices given by us as received and served, 24 hours after an email is sent or 3 working days after a letter has been posted by us.

13. Severability

13.1 If any of these terms and conditions or any of the provisions of a contract are deemed by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision will to that extent be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

14. Entire agreement

14.1 These Terms of Business and any document referred herein set out the entire agreement between us in relation to any contract. These terms and conditions and any document referred to, in them, supersede any prior agreement, understanding or arrangement between us whether orally or in writing.

14.2 The Company reserves the right to revise these Terms of Business from time to time prior to a contract being formed.

14.3 Customers will be subject to the policies, terms and conditions in force when commissioning a service unless the Company is required by law to make any changes to comply with new legislation.



15. The Law

15.1 These Terms of Business and any contracts for the purchase of our services (which are provided only for properties in England and Wales) through HIP Midlands will be covered by English law. Any dispute arising from, or related to, such terms and conditions or contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales, although the right to bring proceedings against you for breach in your country of residence or any other relevant country is reserved.