

Terms and Conditions of Your Survey Ltd

OUR TERMS

1. Definitions

1.1 In these Terms:

- 1.1.1 when We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise;
- 1.1.2 headings are for reference only and do not affect the meaning or interpretation of these Terms.
- 1.1.3 the words "include(s)" or "including" shall be deemed to be followed by the words "without limitation".

1.2 When the following words with capital letters are used in these Terms, this is what they will mean:

"Booking" means your order for Us to provide the Services in accordance with clause 2.3 below;

"Cooling Off Period" means the fourteen day period referred to in clause 2.1, within which you have a right to cancel this contract;

"Event Outside Our Control" means an event as defined in clause 8.2;

"Payment" means the amount paid or to be paid by you to Us in accordance with the Quote supplied to you by email following receipt of your Booking;

"Property" means the property you have selected at the address you provided in your Booking, in respect of which a Survey is being commissioned;

"Quote" The total price open for acceptance within 30 days in return for which We undertake to provide the Services. The Quote includes the total cost for the Surveyor to carry out his Survey and produce his Report.

"Report" means a Survey Report or Structural Report, depending on the type of Survey you have asked for. In either case the scope of the Report will be determined by the Surveyor's own terms and conditions of engagement supplied to you prior to the Survey taking

	place in accordance with clause 3;
"RICS"	means the Royal Institution of Chartered Surveyors who regulate the surveying profession and whose UK headquarters are based at 12 Great George Street, Parliament Square, London SW1P 3AD;
"Services"	means the services We agree to provide to you under these Terms including the processing of your Booking, instructing a suitable Surveyor (in terms of both his area of expertise and geographical location) to survey the Property, arranging for a Survey to be carried out (including liaising with estate agents and vendors as required) and processing your Payment.
"Structural Report"	means the written Report as to the Surveyor's opinion of the structural matters relevant to the specific type of report commissioned (e.g. a structural engineers report or ground or damp and timber report etc.);
"Survey"	means a building survey or RICS 'Homebuyer Report' or other such structural survey or inspection as you may indicate at the time of Booking that you require;
"Surveyor"	means the individual who will carry out the Survey or structural inspection and who is responsible for compiling the Report in respect thereof.
"Survey Report"	means the written Report as to the Surveyor's professional opinion of the visible condition and state of repair of the Property. This report will either be a building survey report or RICS "Homebuyer Report" depending on the type of Survey you have requested;
"Terms"	means Our terms and conditions set out in this document (as distinct from the Surveyor's own terms and conditions which stand alone and serve to form a separate contract with you in accordance with clause 3); and
"We/Our/Us"	means Your Survey Ltd (company registration number 8141023), 243 Liverpool Rd, Irlam, Manchester, M44 6BR.

2. Our Contract With You

- 2.1 These are the terms and conditions on which We supply Services to you. You have a right to cancel this contract within the first fourteen days and we will not therefore carry out our work or instruct the Surveyor to start the Survey until the end of this period. However, if you want Us to carry out Our work or if you want us to instruct the Surveyor to start the Survey immediately or before the end of the Cooling Off Period then you can instruct us to do so. If you do so you will lose your right to cancel the contract once we have started to carry out our work and you will be liable for our fees.
- 2.2 Please ensure that you read these Terms carefully and check that the details on the Booking form (if you completed one), Quote and any other correspondence between you and Us are complete and accurate before proceeding. If, at any time, you think that there is a mistake please contact Us as soon as possible in order that We may rectify it.
- 2.3 You can submit your Booking by way of a booking form submitted online [www.yoursurveysurveyors.co.uk/instant-quote] or verbally to Us over the telephone. Once you have submitted your Booking, we will send you a Quote. When you submit your Booking or accept Our Quote, this does not mean We have accepted your Booking or are bound to provide the Services to you at that point. Our acceptance will only take place as described in clause 2.4 below. If We find that We are unable to supply you with the Services for whatever reason, We will inform you of this as soon as practicable and will not accept your Booking or process your Payment.
- 2.4 Your Booking is accepted and these Terms become binding when We send you written confirmation that We are able to supply the Services to you and that we are able to arrange for a Survey to be carried out as required. At this point a contract will come into existence between you and Us and We will therefore proceed to process your Payment.

3. Terms and Conditions of Surveyors

- 3.1 The Survey itself will be carried out by, and the Report will be written by, an independent chartered Surveyor. Those services will not be carried out by Us.
- 3.2 In the case of a Survey Report, the Surveyor will always be a fully qualified RICS chartered surveyor. Whilst We do check that Surveyors are insured and that any of their industry specific memberships and professional accreditations are up to date, we do not carry out any other vetting of any Surveyors and therefore cannot provide assurances as to their character or competency aside from their qualifications, memberships and accreditations.

- 3.3 None of the Surveyors are employees of Your Survey. All of the Surveyors are independent contractors working for themselves.
- 3.4 The Surveyor will carry out his Survey on his own terms and conditions which will not form part of your contract with Us. That will be a separate contract between you and the Surveyor. We will send a copy of the Surveyor's terms and conditions to you on his behalf prior to his carrying out the Survey. If you do not receive them you should let Us know.
- 3.5 The onus is on you to ensure that you read, understand and are satisfied with the Surveyor's terms and conditions. If there is anything that you do not understand or are unsure about in relation to his terms and conditions then you will ask the Surveyor.

4. Providing the Services

- 4.1 We do not provide any actual surveying services. Our role is simply to provide a forum to connect potential home buyers with appropriate surveyors and to facilitate the arrangement of a Survey.
- 4.2 Subject to clause 2.4 above We will supply the Services to you from the date your Booking is accepted until the date the Surveyor surveys the Property in accordance with his own terms and conditions of engagement.
- 4.3 We will make every effort to provide a timely service and to ensure the Surveyor provides a timely service in accordance with the following timescales (but also, if possible in line with any time scales you may indicate to Us at the time of your Booking):
- 4.3.1 We will aim to arrange for a Surveyor to visit the Property within one week of processing your Payment; and
- 4.3.2 We will ask the Surveyor to send out his Report within 5 working days of completion of the Survey.
- 4.4 Please note that the timescales referred to in clause 4.3 above cannot be guaranteed as they are subject to the availability of the Surveyor, the vendor of the Property (or his estate agents), suitable access to the Property being provided and the Surveyor's workload. As such there may be delays beyond our control. See cause 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.5 We will need certain information from you at the time of Booking that is necessary for Us to provide the Services, for example, the type and level of details of the Survey that you require, the Property address, the Property vendor's name(s), estate agent details and contact details of whomever will be providing the Surveyor with access to the Property if you will not be present at the time of the Survey. You agree to provide such information to Us.

4.6 If you do not, after being asked by Us, provide Us with the information required or you provide Us with incomplete or incorrect information, We may either make an additional charge of a reasonable sum to reflect the extra work that may be required as a result to rearrange the Survey, or, We may suspend or terminate the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided information to Us after We have asked for it or where you have provided us with incomplete, inaccurate or incorrect information.

4.7 If you do not pay Us for the Services as and when you are supposed to as set out in clause 6.4, We may likewise suspend the Services with immediate effect until you have paid Us the outstanding amounts or terminate the Services with immediate effect. We will contact you to tell you this.

5. If there is a problem with the Survey

5.1 If you are dissatisfied with the findings or quality of the Survey or with the contents of the Surveyor's Report, or should a defect later come to light which was not highlighted to you by the Surveyor in his Report but which you consider ought to have revealed by his Report, then you should refer this to the Surveyor as part of your separate contract with the Surveyor. The Surveyor's contact details will appear on his terms and conditions and on his Report which he will email or post directly to you once prepared.

5.2 We have no input into the Survey itself or the Report and are therefore not responsible for the quality of the Report or its contents. We are unable to comment upon the contents of the Report since We are neither qualified to do so nor regulated by the RICS.

5.3 For details of who to contact if you wish to raise a grievance against the Surveyor please see clause 7.2 for details of your right to lodge a formal complaint with the RICS.

6. Price and Payment

6.1 The price of the Services will be set out in your Quote unless you have made a change to your Booking after you received the Quote which affects the price (if, for example, the Property is larger than you first indicated, the Property address you gave was incorrect or if you have subsequently asked for a more detailed Survey to be carried out). If there is such a change to the price then We will confirm this to you in writing and send you a revised Quote. Our Quote is based on a variable sliding fee scale (based on a number of factors including the market listing price of the Property and the Property location) which is available to view upon request.

- 6.2 We may review and change Our prices which form the basis of Our quotes at any time, but such price changes will not affect a Booking that We have already confirmed with you provided you have not changed any details which form the basis of that Booking and/or Quote.
- 6.3 Our Quotes and prices include VAT.
- 6.4 Where We are providing Services to you, We will ask you to make Payment in full for the Services in the amount stated in your Quote or revised Quote as applicable. Your rights to a refund on cancellation are set out in clause 9 below.
- 6.5 We will not continue to provide Services or instruct the Surveyor to carry out the Survey until such Payment has been made. In the unlikely event We have continued to provide Services without Payment in full having been made (due to an administrative error or banking fault for example) then those Services will be suspended until such time as Payment in full is made or terminated if Payment is not forthcoming promptly.
- 6.6 Your obligation to make Payment to Us is not dependent upon whether or not you in fact proceed to purchase the Property and no refund will be payable in the event you choose not to do so whether as a result of, or following, the Survey, the Report or for any other reason.

7. Our Liability to You

- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence in respect of the Services provided to you by Us but we are not responsible for any loss or damage that is not foreseeable in accordance with clause 7.3.
- 7.2 In accordance with clause 3 We are also not responsible for any loss or damage caused by the Surveyor's breach of his own terms and conditions or caused by his professional negligence or anything which is not otherwise. If you think the Surveyor has been negligent you are entitled to lodge a formal complaint with the RICS. You will find details of how to do this on the RICS website. All of the Surveyors We use are required to have their own professional indemnity insurance cover, which you can ask them for details of.
- 7.3 Loss or damage is foreseeable if it was an obvious consequence of Our breach or if it was contemplated by you and Us at the time We entered into this contract.
- 7.4 We only supply the Services for domestic and private purposes. You in turn agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.5 We do not exclude or limit in any way Our liability for:

- 7.5.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 7.5.2 fraud or fraudulent misrepresentation;
- 7.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 7.5.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

8. Events Outside Our Control

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including the cooperation of estate agents and vendors in facilitating the Survey or access to the Property, any sudden illness, incapacity or delay in the performance of a Surveyor, the Property being unfit for entry, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 8.3 If an Event Outside Our Control does take place that affects the performance of Our obligations under these Terms:
 - 8.3.1 We will contact you as soon as reasonably possible to notify you;
 - 8.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and
 - 8.3.3 where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.4 Specific events beyond Our Control

8.4.1 Denial of access

If the Event Outside Our Control is the denial of access to the Property on the day of the Survey or lack of cooperation by an estate agent or vendor which prevents the Survey going ahead when the Surveyor arrives at the Property then a £50.00 discretionary charge may apply to compensate the Surveyor for their time and travel expenses and we will reschedule the Survey.

8.4.2 Illness or incapacity of Surveyor

If the Event Outside Our Control is the sudden illness or incapacity of a Surveyor then We will endeavour to find a replacement Surveyor or reschedule the Survey as soon as reasonably practicable thereafter at no additional cost to you.

8.5 All other Events Outside Our Control will be considered on a case by case basis.

8.6 Subject to clause 8.4.1. you may cancel the contract if an Event Outside Our Control takes place and, as a result, you no longer wish Us to provide the Services. Please see your cancellation rights under clause 9.

9. Your Rights to Cancel and Applicable Refund

9.1 You have a right to cancel this contract within the Cooling Off Period in accordance with clause 2.1 and where you do, we will refund to you any Payment you have made in full. However, where you waive your right to cancel within the Cooling Off Period and want Us to carry out Our work or to instruct the Surveyor to start the Survey immediately or before the end of that period, or, where the Cooling Off Period has passed, you will have the following rights to cancel, including where you choose to cancel because We are affected by an Event Outside Our Control:

9.1.1 Where more than 24 hours' notice is given:

- i. Provided you have otherwise complied with all your obligations under these Terms you may cancel your Booking at any time and for any reason by contacting Us. We will confirm your cancellation in writing to you.
- ii. If you cancel a Booking under clause 9.1.1 more than 24 hours before the Survey is due to take place and you have made Payment in advance for Services, We will refund those amounts to you in full.

9.1.2 Where less than 24 hours' notice is given:

- i. If you cancel a Booking by giving notice to Us less than 24 hours before the Survey is due to take place then you will pay Us the sum

of £50.00 to reflect the value and cost of the Services that have been provided up to the point of cancellation, being:

- (i) administration costs that both We and the Surveyor have reasonably incurred in starting to fulfil the Booking; and
 - (ii) to compensate the Surveyor for his lost day's work and/or having to rearrange his diary at such short notice.
- ii. Such cancellation charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you which you shall pay in full within 7 days of the date of the invoice.

9.1.3 In either case, where you wish to cancel, you can use the cancellation form attached to these Terms at Appendix 1, but you are not obliged to do so.

10. Our Rights to Cancel and Applicable Refund

10.1 In the highly unlikely event We have to cancel a Booking before or after We have begun to provide the Services to you, due to an Event Outside Our Control:

10.1.1 We will contact you promptly in writing; and

10.1.2 If you have made any payment in advance for services that have not been provided to you then, subject to clause 8.4.1, We will refund such amounts to you in full.

10.2 In circumstances other than those envisaged by Clause 10.1 We also reserve the right to refuse to supply, or to continue to supply, our Services to you without specifying a reason. If we exercise our right to terminate this contract under this Clause:

10.2.1 We will contact you promptly in writing; and

10.2.2 If you have made any payment in advance for services that have not been provided to you then, subject to clause 8.4.1, We will refund such amounts to you in full.

11. Information About Us and How to Contact Us

11.1 We are a company registered in England and Wales. Our company registration number is 8141023 and Our registered office is at 24 Moss Lane, Cadishead, Manchester, M44 5DE and We trade from St George's House, 71 Liverpool Road, Cadishead, Manchester, M44 5BG. Our registered VAT number is 166 684 762.

11.2 If you have any questions or if you have any complaints about Our Services, please contact Us. You can contact Us by telephoning Our customer service team at 0845 299 6304 or by e-mailing Us at sales@homeandbuildingsurveys.co.uk.

11.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to

Us by e-mail to sales@homeandbuildingsurveys.co.uk, by hand delivery, or by pre-paid post to YourSurvey Ltd at St George's House address (as per Clause 11.1). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand delivery, or by pre-paid post to the address you provide to Us in the Booking.

12. How We May Use Your Personal Information

- 12.1 We will use the personal information you provide to Us to:
 - 12.1.1 provide the Services;
 - 12.1.2 process Payment for such Services (which will require providing your details to our payment processing agent).
- 12.2 We will use your personal information to inform you about similar products or services that We provide where you ask Us to.
- 12.3 You agree that We may pass your personal information on to estate agents, vendors and surveyors within Our network in connection with the provision of the Services.
- 12.4 We will not give your personal data to any other third party.

13. Other Important Terms

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 13.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. You will have a separate contract with the Surveyor in accordance with clause 3.
- 13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 13.5 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

APPENDIX 1 : Cancellation form

To: Your Survey

[Address: Your Survey Ltd , 243 Liverpool Road, Irlam, Manchester, M44 6BR] [;or] [*] [Email address: sales@homeandbuildingsurveys.co.uk]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of your services,

Ordered on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.