

TERMS & CONDITIONS

These are the terms and conditions for the use of our website at **www.GOODHIPS.com** (our site) for our supply of any commissioned home information pack (HIP) or Domestic Energy Assessment (DEA) where a DEA is commissioned to produce an Energy Performance Certificate (EPC) for the residential property specified by you (the client). By using our site or ordering any of our HIP's or DEA's, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use our site.

1. INFORMATION ABOUT US

1.1 **www.GOODHIPS.com** is a site operated by UK based and registered company

2. ACCESSING OUR SITE

2.1 Whilst we shall use all reasonable endeavours to ensure that our site is available at all times, we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable for any reason.

2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

3. COMMISSIONING A HOME INFORMATION PACK OR DOMESTIC ENERGY ASSESSMENT

3.1 By placing an order to commission a Home Information Pack or Domestic Energy Assessment through our site, you warrant that: (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old; and (c) if you acting on behalf of a third party you have there express permission to do so.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 Our site allows you to request details of costs, availability and for the preparation of a HIP or DEA for the property specified. We will respond to you by email and/or telephone or by giving you an online quote based on the information you have provided to us as well as available dates and time needed to complete the work requested by you. All costs quoted by us are valid for 30 days only. You can then decide if you wish to place an order on that costs basis and the basis of our availability and time to produce finished HIP or EPC via our website. Our pricing structure is based on freehold properties registered at the Land Registry and where your property is leasehold or unregistered additional fees may apply. The prices quoted on our website act as a guide only and do not bind us into a contract with you or any third party client. Prices are quoted for individual properties or on a bulk buying system which will be agreed us and you the client.

4.2 After placing an order to commission a HIP or DEA, you will receive an email from us acknowledging that we have received your order. Your order constitutes an offer by you to us to buy a HIP or DEA. All orders are subject to acceptance by us, when we will send you an e-mail confirming that we have accepted your order for a HIP or DEA (the Order Acceptance). The contract between us (Contract) will only be formed when we send you the Order Acceptance.

4.3 If you have asked us to supply more than one HIP or DEA, the same acceptance procedure will apply to each individual HIP or DEA

5. PRICE AND PAYMENT

5.1 The price of any HIP or DEA is as quoted to you (see 4.1) or in our costs quote from time to time, except in cases of obvious error. These prices include delivery to you of the HIP or DEA online only and show our prices both inclusive and exclusive of VAT. Additional charges apply if you require the HIP or DEA to be sent to you by post or other means.

5.2 It is always possible that, despite our best efforts, some of the HIP or DEA pricing information on our quotes or site may be incorrect, especially where third parties preparing parts of the HIP or DEA for you do not work on a fixed fee basis. We will normally verify prices as part of our Order Acceptance. We are under no obligation to provide a HIP or DEA to you at the incorrect (lower) price, even after we have sent you an Order Acceptance, if the pricing error is obvious and unmistakable or where any third parties levy any additional charges.

5.3 Payment for HIP or DEA may be made by the means detailed elsewhere on our site.

6. YOUR RIGHTS OF CANCELLATION

6.1 Please note that if you are a consumer you have a cooling-off period in which you can withdraw from the Contract for any reason, subject to the provisions of clause 6.3 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 4.1 above. If you wish to cancel your order you must notify us within the prescribed period by email to info@goodhips.com. This provision does not apply to business to business transactions.

6.2 To cancel a Contract, you must inform us in writing by email or by post.

6.3 If you are a consumer, the cooling-off period and the right to cancel a Contract will not apply where: (a) a HIP or DEA has already been issued to you; (b) the work for the DEA has been carried out whether or not the EPC has been issued subject to clause 6.7 & 11; (c) you have already opened any emails or sealed envelope containing a HIP or EPC

6.4 Subject to clause 6.7, contracts cancelled by you within the seven-day cooling-off period will be refunded in full, excluding any costs of posting the HIP or DEA to you. However, you will be responsible for the cost of returning any HIP or DEA to us.

6.5 We will usually refund any money received from you using the same method originally used by you for pay for your purchase. We 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.

6.6 Any cancellations of or refunds for HIP or DEA other than in accordance with the cooling-off period referred to above will be at our sole discretion.

6.7 If you cancel the Contract you will remain liable for the costs of any Third Party Reports already ordered or obtained by us on your behalf in accordance with the provisions of clause 11.

6.8 This clause 6 does not affect your statutory rights.

7. INFORMATION PROVIDED THE CUSTOMER AND OUR HOME INFORMATION PACKS

7.1 We will provide you with access to such online property questionnaires and other materials as we deem necessary for you to complete to give us the required information for us to prepare a Home Information Pack or DEA for you once we have accepted your order.

7.2 You will be required to complete such information and return it to us by email in order for us to prepare a Home Information Pack for you.

7.3 You may incur additional costs in obtaining information to send to us for our inclusion in the Home Information Pack or DEA. An example of such costs 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.

7.4 Unless there are exceptional circumstances, your Contract for a Home Information Pack or DEA will normally be fulfilled by making the Home Information Pack or EPC available to you online within ten working days of our receipt of your completed Customer Information Form as sent to us by email.

7.5 Such timescale is for guidance only and we shall not be responsible for delays owing to holiday periods or other causes outside our reasonable control. The costs of making the Home Information Pack or EPC available to you online is included in your fee, but additional charges may be payable if you need the Home Information Pack or EPC by any other means, such as by CD Rom, post or in the form of a memory stick.

7.6 We shall not be liable for any losses of any Customer Information Forms sent to us and you are recommended to **take copies** of all items prior to sending them.

8. ACCURACY OF INFORMATION PROVIDED BY YOU

8.1 It is important to note that the information you provide to us will form part of the publicly-available Home Information Pack or EPC upon which reliance may be made by potential or actual buyers, mortgage lenders and other parties. It is imperative that all information provided by you is as accurate and complete as possible. If the

information you give about your property is inaccurate, incomplete or misleading in any way you risk legal claims against you, including for compensation.

8.2 You warrant that the information supplied by you when completing and submitting the Customer Information Form is current, true, accurate and complete. You agree to notify us immediately if you become aware that any such information is inaccurate or incomplete in any way and let us have any updated information. If you provide us with an incorrect address or other information in your Customer Information Form, you will still be liable to pay our fees once the Contract has been made between us.

8.3 You must ensure that any materials submitted to us do not infringe any applicable laws, regulations or third party right, (such as material which is obscene, indecent, pornographic, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party's intellectual property rights).

9. YOUR REGISTRATION

9.1 Each registration provided when you commission a Home Information Pack or DEA is for a single user only. Responsibility for the security of any passwords or user names allocated to you rests with you. If you know or suspect that someone else knows your password, you should contact us immediately. Once the Home Information Pack or EPC is complete, passwords may be issued to third parties, such as prospective buyers, who wish to view it online.

9.2 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of these terms and conditions.

10. OUR RIGHTS OF CANCELLATION

10.1 We reserve the right to refuse to accept your order for a Home Information Pack or DEA or suspend provision of a Home Information Pack or DEA immediately if you fail to comply with any of these terms and conditions or your previous actions give us reasonable grounds to believe that you may fail to do so in the future. If we exercise this right we shall notify you via email.

11. OBTAINING REPORTS FROM THIRD PARTIES

11.1 You acknowledge and agree that during our preparation of a Home Information Pack or DEA for you, it will be necessary for us to obtain reports from third parties on your behalf in relation to the Sale Property (Third Party Reports). These may include, but are not limited to:

(a) Energy performance certificates prepared by external government-licensed 'Home Inspectors' or 'Domestic Energy Assessors';

(b) home condition reports prepared by external government-licensed 'Home Inspectors';

(c) copies of records relating to the Sale Property held at the Land Registry;

(d) local enquiries, local land charges register searches, and drainage and water enquiries;

(e) any other specialist reports required.

11.2 Our fee for the Home Information Pack or DEA includes our costs of procuring certain specified Third Party Reports on your behalf. We will specify in our cost structure exactly what Third Party Reports will be included in your own Home Information Pack or DEA fee.

11.3 Our fees are based upon estimated costs of obtaining the Third Party Reports specified in our costs structure. In exceptional circumstances, the actual costs of procuring specific Third Party Reports may be higher than initially envisaged. In such circumstances we shall notify you by email accordingly of any additional fees you will incur prior to ordering such Third Party Reports on your behalf and will only proceed with your approval.

11.4 In the event that you delay any approval of increased Third Party Reports costs as referred to above, you acknowledge that it is likely to delay our preparation of your Home Information Pack or EPC and the non-inclusion of all necessary Third Party Reports may render your Home Information Pack or EPC incomplete and may mean that you do not comply with your legal obligations in this respect.

11.5 Where we obtain Third Party Reports on your behalf, you acknowledge and agree 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 we are 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 and we at **www.GOODHIPS.com** are not a party to any such contract we make as your agent and we cannot sue or be sued upon it.

11.6 Whilst we shall use all reasonable endeavours to obtain any required Third Party Reports for you from suitably qualified and experienced third parties whom we reasonably believe to have the relevant degree of expertise and appropriate professional standing, you acknowledge that we are not liable for the contents of any Third Party Reports and/or any delay, errors or omissions by any third party providing such Third Party Reports.

11.7 As we will be obtaining Third Party Reports only as your agent, if you would like to see copies of any contract from third parties preparing such Third Party Reports in order to assess your rights and liabilities, we will forward these to you upon request, wherever reasonably practicable. You acknowledge, however, that this may result in slight delays in the preparation of your Home Information Pack or EPC.

11.8 You agree to indemnify us against all costs, claims, damages, losses and expenses arising as a result of any claim or action suffered by us in the event that we are deemed to be acting as your agent in obtaining any Third Party Reports for you or performing our other obligations under a Contract.

11.9 In the event that you exercise your right to cancel a Contract in accordance with the provisions of clause 6, we reserve the right to charge you for any costs incurred by

us in ordering or obtaining Third Party Reports on your behalf prior to the date of cancellation of the Contract.

12. OUR LIABILITY

12.1 We are not responsible to you for any data that you lose as a result of accessing our site or the Home Information Pack or EPC, although we may make available to you again any lost Home Information Pack or EPC by re-issuing you with a password at our discretion. You must ensure that you save and back up all your data used for completing the Customer Information Form.

12.2 We shall not be liable for any use made of your Home Information Pack or EPC or any information contained in it by third parties (whether fraudulently or otherwise) once your Pack has been made available to the public, whether via our website or otherwise.

12.3 We may make changes to the material on this site, or to the products, services and prices described in it, at any time without notice. The material on this site may be out of date.

12.4 The material on this website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this site.

12.5 Subject to clause 12.6, our entire liability to you in respect of these terms and conditions or any Contract (whether in contract or tort, including negligence, or otherwise) shall be limited to £2,000,000, which represents the level of our insurance cover and you are responsible for making your own arrangements for the insurance of any excess loss, if required.

12.6 Clause 12.5 does not include or limit in any way our liability: (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation by us; or (c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

12.7 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

12.8 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of these terms and conditions or any Contract by you, or your use of this site, or the use by any other person using your registration details or in any circumstances where we are held to be your agent.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 We are the owner or the licensee of all intellectual property rights in our site, in the material published on it, and in our Home Information Packs or EPCs. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

13.2 In consideration of your Home Information Pack or DEA fee, we grant to you a non-exclusive, licence for you to use the Home Information Pack or EPC solely for the purposes contemplated by the Home Information Pack Regulations. You are not permitted to resell your Home Information Pack or EPC.

14. RELIANCE ON HOME INFORMATION PACKS or EPC's

14.1 We stress that the information you provide to us about your property will form part of the publicly-available Home Information Pack or EPC upon which reliance may be made by potential or actual buyers, mortgage lenders and other parties, regardless of who paid for the preparation of the Home Information Pack or EPC. If the information you give about your property is inaccurate, incomplete or misleading in any way you risk legal claims against you from third parties, including for compensation.

14.2 Where you are unsure what information to include, how to answer any particular questions or where there are complex issues relating to your property you should seek specialist advice from a solicitor.

15 OUR SITE CHANGES REGULARLY

15.1 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

16. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

16.1 We process information about you in accordance with our privacy policy http://www.goodhips.com/privacy_policy.php. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

17. PROHIBITED USE

17.1 Other than personally identifiable information, which is covered under the Privacy Policy at http://www.goodhips.com/privacy_policy.php, any material you send to us will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

18. LINKING TO AND FROM OUR SITE

18.1 Links to third party websites on this site are provided solely for your convenience. If you use these links, you leave this site. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability and you use such third party websites entirely at your own risk.

19. WRITTEN COMMUNICATIONS

19.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

20. NOTICES

20.1 All notices given by you to us must be given to www.GOODHIPS.com contact page or by email to email@GOODHIPS.com We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 19. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

21.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

21.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, or any Home Information Pack or EPC, without our prior written consent.

21.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

21.4 Only the parties to a Contract may seek to enforce its terms.

22. EVENTS OUTSIDE OUR CONTROL

22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract caused by events outside our reasonable control (Force Majeure Event).

22.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, power outage or electrical failure, theft of computers or related equipment, hostile computer act, telecommunications or internet failures, non-availability of third party data centres, acts of terrorism, civil riot or war).

23. WAIVER

23.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

24. SEVERABILITY

24.1 If any of these terms and conditions or any 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.

25. ENTIRE DOCUMENT

25.1 These terms and conditions and any document referred to in them set out the entire agreement between us in relation to any Contract. They supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

25.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from negotiations between us prior to such Contract, except as expressly stated in these terms and conditions.

25.3 Neither of us shall have any remedy in respect of any untrue statement made by the other prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

26. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

26.1 We have the right to revise and amend these terms and conditions from time to time.

26.2 You will be subject to the policies and terms and conditions in force when you order a Home Information Pack or DEA from us, unless we are required to make any change to comply with any laws (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Acceptance (where we shall assume that you have accepted the change, unless you notify us by email that you still wish to proceed with the Contract).

27. LAW AND JURISDICTION

27.1 These terms and conditions and any Contracts for the purchase of Home Information Packs or a DEA (which are provided only for properties in England and Wales) through our site will be governed by English law. Any dispute arising from, or related to, such terms and conditions or Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales, although we retain the right to bring proceedings against you for breach in your country of residence or any other relevant country.

27.2 If you access this site from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

28. Replacement of Home Information Pack or Energy Performance Certificate

28.1 Where it is deemed and agreed between both you and us that we have provided you with a HIP or an EPC that does not fulfil its requirements or is faulty in any way you have the right to request a replacement product. We will aim to have this replacement with you as priority to our work load within 3 more working days: noting that replacement searches by third party companies or and EPC will be dependant on other companies to provide again the service required to fulfil the HIP or DEA.