

# TANNERS

SOLICITORS LLP

## Terms and Conditions

1. Your instructions
  - 1.1 By commissioning a Home Information Pack (“HIP”) in relation to the property identified in the Instruction Sheet (“Property”) you warrant that you are legally capable of entering into a binding contract and that you are at least 18 years old. If we are instructed by more than one person then each of those persons is confirming this to us.
2. The contract between you and Tanners Solicitors LLP
  - 2.1 Your contract for the supply of a HIP for the Property is with Tanners Solicitors LLP (“we”, “us” or “our”). Tanners Solicitors LLP is a limited liability partnership which is a separate legal entity distinct from its members (referred to as “partners”). Your agreement is with that entity and not with any partner or employee of Tanners Solicitors LLP either collectively or individually. The contract consists of the duly completed and signed Instruction Sheet, the Costs Information and these Terms and Conditions. The terms of the contract can only be varied by us in writing.
  - 2.2 Once you have completed and signed this Instruction Sheet, please return it together with your cheque for full payment attached (made payable to Tanners Solicitors LLP) for the attention of Bernadette Niemand of Tanners Solicitors LLP Lancaster House Thomas Street Cirencester GL7 2AX. You authorise us to present your cheque to our bank for payment immediately upon receipt.
  - 2.3 Upon receipt of the Instruction Sheet and your cheque, we will treat this as your instructions to prepare your HIP. You will then receive an email or letter from us acknowledging (“the Acknowledgement”) that we have received your instructions and that we have presented your cheque for payment. We will let you know the likely timescales involved within this correspondence.
  - 2.4 The contract is formed between us as soon as we send the Acknowledgement to you confirming that we have accepted your order and received your payment.
3. Price, Payment and Delivery
  - 3.1 The approximate cost of your HIP is shown on the attached Costs Information inclusive of VAT and disbursements.
  - 3.2 The cost of the HIP includes the delivery of three hard copy HIPs and an unlimited number of emailed pdf copies. If we are not instructed by you to act in the conveyancing of the Property then we will send one copy of the HIP to you and two copies to your nominated (if any) estate agents. If we are instructed to act we will send one copy of the HIP to you, one copy to your estate agents and we will retain one copy on file in order that this can be produced quickly to your successful buyers’ solicitors. Additional copies are available at your request, subject to additional administration charges.

- 3.3 If you have been quoted an incorrect price by us in error for the HIP, then we will try to meet the price quoted, however, we are not obliged to supply you with the HIP at the incorrectly quoted price.
- 3.4 Payment may be made by cheque payable to Tanners Solicitors LLP.
- 3.5 As soon as your cheque clears into our client account, we will begin to prepare your HIP. Cheque clearance usually takes 3 to 4 working days.
- 3.6 There may be additional costs if you have supplied us with incorrect information or incomplete information. For example, if you have informed us that the Property is registered at the Land Registry but it is in fact unregistered then the cost of the HIP may change. If this happens, we may not begin to prepare your HIP until the correct payment has cleared into our client account.
- 3.7 We will not incur any additional charges over and above the amounts given on the Costs Information until you confirm that you agree and instruct us to proceed.
- 3.8 Any delay by you to approve any additional charges may result in a delay of the preparation of the HIP. If you decide to cancel your order as a result of any additional charges the conditions in the Rights of Cancellation section apply.

#### 4 Rights of Cancellation

- 4.1 As a consumer you have a cooling-off period in which you can withdraw from the contract for any reason, subject to 4.2 below. This cooling-off period ends 7 working days from the day after you accept our Terms and Conditions which is a condition of our acceptance of your instructions to prepare a HIP. You have accepted our Terms and Conditions once you sign and return the Instruction Sheet with or without payment. If you wish to cancel your order, you must notify us within this 7 working-day period by e-mail and/or letter.
- 4.2 The right to cancel will not apply where we have already begun to prepare the HIP on your behalf and the 7 working day period has passed. You can only cancel the contract within this original 7 working day period.
- 4.3 If you cancel this contract within the 7 working day cooling-off period, you will be refunded in full, excluding any third party costs that we have incurred on your behalf in preparing the HIP that you have ordered.
- 4.4 Any cancellations or refunds outside of the 7 working day cooling off period mentioned above may be made at our discretion.
- 4.5 If you exercise your right to cancel this contract outside of the 7 working day cooling off period, we reserve the right to charge you for any costs incurred by us in obtaining any third party reports, such as (but not limited to) the Local Authority Search, Drainage and Water Search and Energy Performance Certificate as well as our fees and VAT incurred so far.
- 4.6 We will usually refund any money received from you by cheque. We will usually process the refund due to you as soon as possible and no later than 30 days from the day that we received your request to cancel by email/post.

5 Information provided by you to Tanners Solicitors LLP

- 5.1 By returning the Instruction Sheet, you are providing us with information about the Property that requires a HIP and we are entitled to rely on that information.
- 5.2 You may incur additional charges in obtaining information to send to us for our inclusion in a HIP. An example of such costs (but not limited to) may be in relation to landlord/managing agent charges for providing a copy of the lease and other information or for ordering your title deeds from your mortgage lender. Any such additional costs are not included in our charges as shown on the Costs Information.
- 5.3 Your contract with us will normally be fulfilled by delivering to you or to any other person nominated by you, the hard copies of the HIP. Due to the uncertainty in search supply times and other information required from a third party, it may not always be possible to comply with our suggested delivery date provided to you in the Acknowledgement (as set out in clause 2.3 above). We will keep you informed of progress and revise any likely timescales as soon as we become aware of them.
- 5.4 We are not responsible for delays owing to holiday periods or other causes outside of our reasonable control.
- 5.5 We will take every care in respect of the documents supplied to us however, we are not liable for any losses of any documents/information or the HIP once we have posted this from our offices to you or to someone authorised by you to receive the HIP. You are advised to take copies of all items prior to sending them to us.
- 5.6 Some of the information you provide to us will form part of the HIP and potential or actual buyers as well as tenants, mortgage lenders, estate agents and any other interested parties may rely on the information contained. It is imperative that all of the information you provide to us is as accurate and complete as possible. You may be held liable for any false, misleading, inaccurate or incomplete information you provide.
- 5.7 You agree to notify us immediately if you become aware that any information that you have provided to us is incorrect, inaccurate, false or misleading.
- 5.8 If you supply us with incorrect information which results in us cancelling the HIP that you have ordered, you will still be liable to pay any third party fees that we have incurred as well as our fees and VAT incurred in preparing the HIP.

6 Third Party Reports and Costs

- 6.1 You acknowledge and agree that during the preparation of a HIP for you, it will be necessary for us to obtain reports from third parties on your behalf.
- 6.2 Where we obtain any reports from third parties on your behalf, you acknowledge that we do so as your agent and we are permitted to disclose any information required to the relevant third party from whom we obtain any reports. You acknowledge that we cannot be sued in connection with any information or report that has been provided or supplied by a third party.

6.3 We will at all times endeavour to obtain any required reports from third parties on your behalf from suitable parties whom we believe to have a suitable level of competence and professional standing. You acknowledge that we are not liable for the contents of any third party reports or any errors or omissions within any report or for any delay by any third party in providing such a report.

6.4 We will order any third party reports required upon receipt of your cleared payment.

## 7 Our Liability

7.1 You agree that we are not responsible for any data/information that you lose from any email we have sent you although we will where possible re-submit any such data/information to you by email free of charge. You acknowledge that you have the means to back up and save any data/information sent by us to you by email and you acknowledge that you have retained a copy of any data/information that you have sent to us by email.

7.2 We are not liable for any use made of the HIP by any estate agent, potential buyer, actual buyer, mortgage lender or other third party after your HIP has been made available to the public by any means whether by you, by your estate agents or any other party.

7.3 Subject to clause 7.4, our entire liability to you in respect of these Terms and Conditions or any contract is limited to the level of our insurance cover which may vary from time to time.

7.4 Clause 7.3 does not include or limit in any way our liability in respect of Statutory Liability.

7.5 We accept no liability for any loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of data/information, loss of time or any consequential loss or damage of any kind whether caused by breach of contract, negligence or otherwise.

## 8.0 Communications

8.1 You agree to electronic means of communication and you acknowledge that all contracts, information and notices that we provide to you electronically comply with any legal requirement that such communications be in writing.

8.2 We will not be responsible for any loss or damage caused by emails arriving late or not at all, or because email security was broken. Whilst we are careful to make sure that our computer systems are free from viruses, we are not responsible for any loss or damage to you or your computer that is caused by electronic communication with us.

## 9 Cancellation by us

9.1 We reserve the right to refuse to accept your order for any reason, and we do not have to give you a reason why we have refused your order, although where possible, we will do so.

9.2 We reserve the right to cancel our contract with you at any time if you give us reasonable grounds to believe that you have supplied us with incorrect, false or misleading information or if we believe that you may do so in the future. If we cancel our contract with you we will notify you by e-mail or by post.

## 10 Unexpected Events

- 10.1 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 that are outside of our reasonable control.
- 10.2 Examples of these events could be (but not limited to) war, power shortages, industrial disputes, extreme weather conditions and hostile computer acts.

## 11 Notices

- 11.1 All notices given by you to us must be given to us as per our contact details which are: Tanners Solicitors LLP Lancaster House Thomas Street Cirencester GL7 2AX; Telephone: 01285 646110; Fax: 01285 655603; Email: hips@tanners.co.uk.
- 11.2 We will send any notices to you by email or by post.
- 11.3 We will deem any notices given by us as received and served 24 hours after any emails are sent or 3 working days after a letter has been posted by us.

## 12 Data Protection

- 12.1 As required by the Data Protection Act 1998, this is notification to you that we will hold information about you on our database.

## 13 General

- 13.1 We reserve the right to revise these Terms and Conditions from time to time without notice to you.
- 13.2 You will be subject to the policies, Terms and Conditions in force when you order the HIP from us, unless we are required by law to make any changes to comply with any laws.
- 13.3 Any person who is not a party to the contract is not entitled in his own right to enforce any term of the contract under the Contracts (Rights of Third Parties) Act 1999.
- 13.4 If any of these Terms and Conditions or any of the provisions of the 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.
- 13.5 These Terms and Conditions and any contract for the purchase of a HIP will be covered by English law.