

## **Terms & Conditions**

### **1. Introduction**

1.1 This Home Information Pack ("HIP") agreement ("the Agreement") is made between hipXtra.co.uk ("hipXtra.co.uk", "We") and the client ("You"). You are responsible for all payments due.

hipXtra.co.uk is a trading style of Jane Earl Limited – registered in England No. 5840867. Registered address: Shambles, Great Hornead, Nr Buntingford, Herts. SG9 0NT.

1.2 By entering into this agreement you are confirming you have read these Terms and Conditions and agree to them.

1.3 On placing each order you agree to hipXtra.co.uk producing a HIP for you ("the Order") and this agreement is legally binding.

1.4 This agreement is covered by the laws of England and Wales.

### **2. Your Responsibilities**

2.1 You must have the legal right to sell the property.

2.2 Information you supply is true and accurate and not misleading. hipXtra.co.uk does not take any responsibility for the accuracy of the information supplied and cannot be held liable.

2.3 You must pay the fee quoted to hipXtra.co.uk before the production of the HIP commences.

2.4 You agree to pay any extra costs incurred by hipXtra.co.uk to produce the HIP before the completed HIP is released including but not limited to: i. Obtaining leasehold or commonhold information including management charges imposed on us: ii. Inability to gain entry to premises for energy assessment: iii. You, or your agent (if any) supplying incorrect information.

2.5 You agree to ensure full access to the property for the energy assessor at the agreed date and time. Failure to provide access at the agreed appointment time will result in cancellation charges being incurred: 24 hours notice is required to cancel/amend the energy assessment appointment.

2.6 You will ensure you have the appropriate software to read PDF files e.g. Adobe Reader as this is the standard format of the HIP. A printed copy carries an additional charge.

2.7 You supply copies of the HIP to interested parties on request and store the master copy. You are free to distribute as many copies as you wish.

2.8. In the case of unregistered land, you will be liable for the cost of evidencing title and you are advised to instruct a solicitor to assist you and invoice you directly. We can, as long as documentation is presented to us electronically, include such appropriate evidence of title in your completed HIP. Otherwise, we will supply the HIP, minus evidence of title, either as a merged document or as separate files – either method representing delivery of the service promised.

### **3. hipXtra.co.uk Responsibility**

3.1 We reserve the right to reject or cancel an order at anytime.

3.2 The HIP will contain the compulsory/required documents only as defined by the "Home Information Pack Regulations".

3.3 Contact will be made to arrange the energy assessment visit normally within 2 working days of placing the order.

3.4 We will supply the HIP in PDF format via email, normally within 5 to 10 working days after the energy assessment has taken place, or longer in exceptional circumstances. Leasehold and commonhold properties will take longer to produce, allow up to 28 days, or longer in exceptional circumstances.

3.5 We may, from time to time, inform you of additional services, supplied by us, that may be of benefit to your efforts in selling your property.

3.6 You may use the HIP supplied for any marketing of the property including private advertising or with an Estate Agent.

3.7 We will, to the best of our efforts, ensure that the hipXtra.co.uk web site is available at all times. We reserve the right to take the site 'off-line' without prior notice for essential maintenance and upgrades.

#### **4. Cancellations**

4.1 A HIP can be cancelled within 24hrs of ordering by email or phone subject to any costs incurred.

A Hip cannot be cancelled after 24hrs as work will have commenced to produce your HIP.

4.2 On cancelling your HIP we will refund your fee minus any costs incurred. These costs incurred include, but without limitation: ordering an Energy Performance Certificate, local searches, drainage search, land registry search plus any other work to compile your HIP.

4.2 The supply of Home Information Packs is excluded from the distance selling act as they are classed as "goods made to the consumer's specifications or clearly personalized".

4.3 Under no circumstances will our liability exceed the value of the cost of supplying the HIP

4.4 We are not liable for any error in the HIP based on information, including and not limited to: from the public register, energy performance certificate, local searches, information provided by the vendor, leaseholder or managing agents.

4.5 This does not affect your statutory rights as a consumer.

#### **Data Protection Act**

Jane Earl Limited, trading as hipXtra.co.uk, are regulated under the Data Protection Act 1998 and undertakes to process your data in accordance with the legal requirements of the Act. Any information supplied to us by you will be used solely by hipXtra.co.uk or Jane Earl Limited for internal administrative purposes. All data is treated in confidence and is not disclosed to any third parties, other than we are required to, or permitted to by law, or when you have given consent.