

Terms & Conditions of business

In this document:

'HSHP' means the company Home Sweet Home Pack Limited (registration number 06505096) whose registered address is at 67 Ring Road, Leicester, LE2 3RT.

'Client' means owner of the property or anyone acting in their authorised capacity as an agent/representative/solicitor/firm/company for the owner of the property requesting the service from HSHP.

1. These are the terms and conditions for our supply of any commissioned Home Information Pack (HIP) or Energy Performance Certificate (EPC) for the residential property specified by you. By ordering any of our Home information Packs / Energy Performance Certificates, you agree to be bound by these terms and conditions.

1.1 By using an online order form or by ordering via telephone, fax, post or email – you agree to be bound by these Terms and Conditions.

1.2 All orders and requests for Service or any additional services will be subject to HSHP's acceptance which will be notified to you when HSHP confirms the order and shall be governed by these Terms and Conditions.

1.3 HSHP reserves the right at its sole discretion to decline any request for the service without assigning a reason.

1.4 Subject to the terms and conditions stated herein, HSHP reserves the right to assign, delegate or subcontract some or all of the tasks, activities and duties for providing the service to third party or parties.

1.5 HSHP reserves the right to amend this agreement from time to time and new version of this agreement will be posted on HSHP's website.

2. The person, firm, association or company from whom HSHP receives instructions (the Client) shall be liable to HSHP as a principal for all costs, charges and expenses that shall be due to HSHP in respect of work carried out or goods supplied by HSHP subject to these conditions whether or not such Client purports to contract as an agent. A Client may not assign the benefit or burden of any contract with HSHP.

2.1 The fees are subject to change from time to time and will come into effect after HSHP has notified the client before accepting request for the service.

2.2 The fees are payable immediately to HSHP on supply of an invoice on completion of the service.

2.3 The disbursement costs are payable to HSHP with instructions from the client.

2.4 HSHP may offer in writing an inclusive fee arrangement which includes all of the known disbursement cost elements of the service.

2.5 HSHP may require the client to make an advance payment prior to commission of work to cover for fees and disbursement cost elements of the service.

2.6 In all events including termination of this agreement the client shall remain liable to pay HSHP the entire disbursement cost element of the service.

2.7 HSHP reserves the right to charge interest at 4% above Lloyds TSB Bank base rate from time to time for any amounts outstanding beyond 14 days.

2.8 If despite reminders the client has still not paid after 21 days, then HSHP reserves the right to add a charge of £199 to the outstanding amount to cover debt collection administration.

3. You acknowledge and agree that during our preparation of a Home Information Pack for you, it will be necessary for us to obtain reports from third parties on your behalf in relation to the property for sale.

3.1 Our fees for preparing a Home Information Pack or Energy Performance Certificate are based on information you have supplied us with. There may be additional costs if you have supplied us with incorrect information or incomplete information. An example of this could be where you have told us that the land is registered, but in fact the land is not registered.

3.2 In the event that we need to obtain further Third Party reports on your behalf in preparation of a Home Information Pack we will notify you by e-mail or letter by post informing you of any additional costs. We will not seek to obtain any additional Third Party Reports unless you confirm that you require us to do so. Confirmation from you will be by e-mail or letter by post.

3.3 Where we obtain Third Party Reports on your behalf, you acknowledge that HSHP 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 HSHP are not a party to any such contract we make as your agent and we can not sue or be sued upon it.

3.4 HSHP will at all times endeavour to obtain any required Third Party Reports for you from suitable parties whom we believe to have a suitable level of competence and professional standing. You acknowledge that HSHP are 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.

3.5 Personal search of the local authority are used for the home information pack unless otherwise stated.

4. The client warrants that they have the authority to commission the services requested and allowing HSHP's employees or agents, access to the property.

4.1 The client accepts liability for the cost of a visit cancelled less than three working days before the agreed schedule date and time or if HSHP's employees or agents are unable to gain access to the premises at the agreed date and time.

4.2 The client accepts that a HSHP's employees or agents may at their sole discretion decide to abort an inspection after arriving at the property for any of the following reasons:

4.2.1 actual or perceived threat or fear of intimidation to themselves in the vicinity of the property

4.2.2 presence of any hazardous conditions that could pose a risk to their health and safety or others in the vicinity of the property

4.2.3 unsupervised children (under the age of 16 years) or a vulnerable adult is found to be in charge the property

4.3 HSHP reserves the right to charge the client a sum of £50 for an inspection aborted as a result of circumstances in clause 4.2 above.

4.4 The owner of the property authorises HSHP to disclose his Home Information Pack to the client's agent/solicitor/representative.

5. HSHP are 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. You acknowledge that you have the means to back up and save any Data sent by us to you by E-mail and you acknowledge that you have saved any Data that you have sent to us by email.

5.1 We shall not be liable for any use made of your Home Information Pack or any information contained in it by third parties once your Home Information Pack has been made available to the public by any means.

5.2 All other warranties express or implied are hereby excluded to the fullest extent permitted by law. Any liability HSHP may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement.

5.3 HSHP shall not be liable to the client or to any third party for any loss of profits, loss of sales, loss of turnover or loss of use or corruption of data or software or for any indirect, consequential or special loss.

5.4 This does not exclude HSHP's liability in respect of fraud or in respect of death or personal injury caused by HSHP's negligence.

5.5 HSHP shall not be responsible for any delay or failure to carry out HSHP's commissions under this agreement for reasons beyond HSHP's reasonable control including but not limited to the act's or omissions of a third party or the client's failure to perform their obligations.

5.6 If HSHP's employees or agents fails to arrive within 60 minutes of an agreed appointment the client may elect for a new appointment at a mutually agreed time.

6. HSHP will use reasonable skill and care in shooting photographs in fulfillment of the service. It is the Client's responsibility to check photographs supplied to ensure that they are correct in all requirements.

6.1 Where HSHP has agreed as part of the service to host files on its web service, then in the absence of a specific agreement to the contrary, such hosting will be provided for a period of 90 days after completion of the service. At the expiry of this, or such other period as shall have been agreed. HSHP shall have the right, without notice, to remove the files from its web service.

7. Cooling-off Period - When buying products or services from a distance, the client is entitled to a cooling off period of seven working days in which they can withdraw from the contract. In order to speed up the production of your HIP/EPC, you agree to waive your right to this protection. If you have not waived the cooling-off period and wish to cancel the contract, please telephone 07791293496 to cancel (within seven days of the date of order).

7.1 No refunds are available once we start producing your Home Information Pack.

8. HSHP reserves the right to terminate this agreement without notice for any reason including non-payment of fees. HSHP's fees shall be payable immediately on termination or expiry howsoever caused of this agreement.

9. All copyright and other intellectual property rights in and relating to the service shall be owned exclusively by HSHP.

10. This is the only agreement between HSHP and the client and succeeds all previous agreements or offers of agreement.

10.1 This agreement shall be governed by the laws of England.

10.2 If a competent court in England decides that any part or clause with this agreement cannot be enforced then that only part or clause will not apply. The rest of this agreement will continue to apply.

10.3 Any notice given under this agreement must be in writing and sent by pre-paid first class post to the parties' respective addresses.