

BIG HIPS LTD

TERMS AND CONDITIONS

1. The Service

- 1.1 BIG HIPS LTD ("BIG HIPS") will produce a Home Information Pack ("HIP") to include an Index, Energy Performance Certificate ("EPC"), Evidence of Title, Sale Statement, Local Authority and Drainage Searches.
- 1.2 On receipt of the completed Instruction Form, together with your payment on account, we will immediately begin the production of the HIP and authorise your chosen Estate Agent to commence the marketing of your property.
- 1.3 If the title to your property is either unregistered or leasehold it will be necessary for your Solicitor or Conveyancer to be instructed to produce copies of the title deeds and/or Lease .
- 1.4 With leasehold property, any costs charged for additional information required from either the Managing Agents and/or Landlords will be your responsibility.
- 1.5 We confirm that we will compile the HIP as swiftly as possible subject to the documents and information requested from you being received promptly. If there are outstanding documents and all reasonable attempts have been made by you and us to obtain the documentation we will produce the HIP without them, within the 28 day period stipulated by the Government Regulations.
- 1.6 The completed HIP will be produced in a pdf format which will be sent to you and your chosen Estate Agent via e-mail. A web link to the HIP will also be available. Should you wish to receive a printed version of the HIP, we will obtain this for you at a cost of £15.00 plus VAT.

2. The Cost of the HIP

To provide a HIP with the mandatory documents will cost £299.00 plus VAT.

Methods of payment include cash, cheque (made payable to "Big Hips Ltd"), credit and debit card. There will be an additional charge of £3.00 for using a credit or debit card.

BIG HIPS reserve the right to release the completed HIP until payment is received in full.

3. Opening Hours and Communication

- 3.1 We are available for contact between the hours of 9.00am and 5.30pm Monday to Friday via telephone on 01327 322401 or by e-mail to bbg@big-hips.co.uk.
- 3.2 We will always make every effort to deal with queries raised as promptly as possible to assist with your understanding of the process.
- 3.3 Our aim is to provide you with a service that you should be fully satisfied with and we would genuinely welcome your comments and any recommendations that you may have to improve this service.

4. Complaints Procedure

- 4.1 If you wish to make a complaint, please write to Bernice Gordon, BIG HIPS LTD, 183a Watling Street West, Towcester, Northamptonshire NN12 6BX outlining your complaint.
- 4.2 Within five working days of receiving your complaint, we will write to you to acknowledge the same.
- 4.3 We will then investigate the complaint by reviewing any documents and papers that we hold relating thereto. We may also need to discuss the issue with one or more of the organizations or individuals who have provided a component part of the HIP.
- 4.4 Once we have conducted all our investigations, we will respond to your complaint in writing. We would expect to respond within four weeks from the date on which we receive your complaint. If the response is likely to take longer than four weeks, we will keep you fully informed by telephone, e-mail or in writing and we will ensure that you have a full written response in maximum of eight weeks.

- 4.5 At your request, we will liaise with any counselling organisation acting on your behalf.
- 4.6 If you are not satisfied with the response from us, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS). Any correspondence should be addressed to IDRS Ltd, 24 Angel Gate, City Road, London EC1V 2PT. Telephone 020 7520 3800. Fax 020 7520 3829. E-Mail info@idrs.ltd.uk. We will co-operate fully with the independent adjudicator during the consideration of the complaint by IPCAS and will comply with any decision.

5. Warranty and Limitations of Liability

- 5.1 If any part of the service is performed negligently in breach of the provisos of this Agreement then, at our request (if the request is given within one month of the relevant part of the Service to which your complaint relates being completed), we will re-perform the relevant part of the services, always subject to Clause 5.3 and 5.4 below.
- 5.2 We expressly do not warrant that any result or objective whether stated in this agreement or not shall be achieved, be achievable or be attained at all or by a given date or any other date
- 5.3 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever arising shall not exceed the fee paid to us by you under this Agreement. The provisions of this Clause 5.3 shall not apply to Clause 5.5
- 5.4 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including, without limitation, any economic loss of turnover, profits, business or goodwill. The provisions of this Clause 5.4 shall apply to Clause 5.5
- 5.5 You shall indemnify and hold us harmless from and against all Claims and Losses arising from loss, damage, liability, injury to us our employees and any third parties, infringement of third part intellectual property rights, or third party losses by reason of or arising out of any information supplied by you to us, our employees or consultants, within or without the scope of this Agreement. "Claims" shall mean all demands, claims, proceedings, penalties, fines or liabilities (whether criminal or civil, in contract, tort or otherwise): and "Losses" Shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 5.6 Each of the Parties acknowledge that, in entering into this Agreement, they do not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

6. Acceptance

Your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions of business. Please sign and date where indicated and return to us.

Signature:	Date:
Signature:	Date: