

HIP HOME DIRECT

HIP Home Direct is registered with the Property Codes Compliance Board (PCCB) as a Subscriber to the Search and HIP Codes

STANDARD TERMS AND CONDITIONS

For the purposes of these terms and conditions any references to 'the company' means HIP Home Direct and any third party organizations, associates, partners or employees used during the course of legitimate HIP Home Direct business. Any reference to the 'client' means the vendor, the purchaser or the purchaser's lender. Please note, where the vendor or the purchaser have instructed a third party to act as their agents (such as an Estate Agent, Solicitor), these parties will be treated as representatives rather than 'clients'

1. HIP Home Direct provides Conveyancing Searches and other Conveyancing related products. We are neither Process Servers nor Enquiry Agents.
2. *HIP Home Direct services are restricted to UK based properties only*
3. *Unless otherwise agreed, all instructions must be in writing and include full postal address, location plan and the appropriate fee.*
4. *Should no location plan be provided, HIP Home Direct will still fulfill the requested service but will not accept responsibility for any errors or omissions in the results*
5. *The information contained in a Search Report has been obtained by a personal inspection of public records and other legitimate sources available in the public domain.*
6. *HIP Home Direct undertakes to ensure that information will only be obtained by fully trained staff, or associates experienced in carrying out Local Authority Searches. The search report has been prepared with reasonable skill and care.*
7. HIP Home Direct accepts no responsibility for revealing incomplete or inaccurate information where this is the result of incomplete or inaccurate source material.
8. *Unless otherwise requested only Planning Register entries dated 1 January 1985 or later will be included in the Search Report*
9. *All personal searches carried out by HIP Home Direct are covered by our Professional Indemnity insurance for up to £2m per search against 'errors and omissions'.*
10. *In the event that the client suffers loss as a result of the negligence or otherwise, the liability of HIP Home Direct will be limited to an amount not exceeding £2 million in respect of any individual claim*
11. *Where included within a Report, the local authority will be liable for any negligent or incorrect entry in the records searched. HIP Home Direct will be liable for any negligent or incorrect interpretation of the records searched, or recording of that interpretation in the report.*
12. *Where included within a HIP, the relevant provisions of this contract may be enforced equally by the seller, a potential or actual buyer or a mortgage lender, and in their own right, whether or not they are a party to the contract.*
13. *Where included within a Report, A responsible person may copy or issue a copy of the search report for the purposes of complying with Regulations.*
14. *Where additional information is required and forms an essential part of a search request, it is the obligation of the client to inform HIP Home Direct at the outset. E.g. Optional Enquiries*
15. *Where it is only available at an additional cost/time element HIP Home Direct undertakes to inform the client of any additional fees that may be chargeable for obtaining such information*
16. *In the event of the client requesting 'copy documents', a fee will be charged based on the cost/time elements of obtaining said documents and any local authority disbursement. HIP Home Direct undertakes to inform the client of such fees at the time of the request.*
17. *HIP Home Direct aims to complete all searches within five working days. However, where this is not possible due to external factors e.g. local authority appointment systems, we will provide an estimated completion date.*
18. *Where HIP Home Direct is aware in advance that there may be a delay in completing the instruction, HIP Home Direct undertakes, wherever possible, to inform the client at the outset. In all other circumstances, HIP Home Direct undertakes to inform the client within twenty-four hours of becoming aware of any such delay.*
19. *Where the delay is due to external factors HIP Home Direct does not accept liability for any loss, financial or otherwise, incurred by the client, as a result of said delay*
20. *Results will be typed and submitted in HIP Home Direct Report format, (this format is fully compliant with the requirements of Regulations. Regulations Procedural Guidance 2007 and Interim Measures; sample reports are available on request). In the case of inter agent searches this will be a Short form report which provides information only*
21. *The client must notify any defect or inaccuracy in the report provided by HIP Home Direct, in writing, within seven days of the error being discovered. In the event that such notice is not given, the client shall be deemed to have been satisfied with the performance of HIP Home Direct.*
22. *Each search is deemed to be an individual contract governed by English Law.*
23. *Complaints Procedure:* - If you want to make a complaint, we will deal with it fairly and speedily.
 1. Acknowledge your complaint within 5 working days of receipt.
 2. Try and resolve your complaint fully within 20 days of receipt. If there are valid reasons for consideration of the complaint taking longer. HIP Home direct will keep you fully informed in writing or via e-mail or telephone as you prefer and you will receive a response at the very latest within 40 days.
 3. Liaise with counseling organisations acting on your behalf if you ask us to.
 4. Send you a final decision on the complaint in writing.
 5. Complaints should be sent to: - Paul Hardial, HIP Home Direct, 133 West Bromwich Road. Walsall. West Midlands. WS1 3HP.
 6. If you remain dissatisfied with HIP Home Direct final resolution after your complaint has been formally considered. You may refer your complaint to the Property codes Compliance Board (PCCB). HIP Home Direct will co-operate fully with the PCCB during your consideration of complaint and comply with any decision.
 7. Contact details:-The Property Ombudsman, Beckett House, 4 Bridge St. Salisbury. Wiltshire. SP1 2LX.
24. HIP Home Direct has the right to revise its Terms and Conditions from time to time. At all times HIP Home Direct will conform to the present day statute Law. Any changes that HIP Home Direct makes will comply with Statute Law of the present day.
25. *WEBSITE:* By using this website, agree to be bound by these Terms & conditions.
26. *COMMUNICATION:* All communication to be sent to HIP Home Direct trading address which is: - HIP Home Direct 133 West Bromwich Road. Walsall. West Midlands. WS1 3HP. E-mail. or from. This can be done by letter or e-mail. All correspondence will be dealt within three working days upon receipt of communication.

