

HIP Home Direct

TERMS AND CONDITIONS

1. **DEFINITIONS:** The Company means HIP Home Direct. "The Customer" means the Person, Firm, or Company to whom a quotation is addressed or whose order is accepted by HIP Home Direct.
2. **GENERAL:** Unless otherwise expressly agreed by HIP Home Direct, these conditions shall apply to all quotations and tenders given, orders received and accepted and contracts undertaken by HIP Home Direct. These terms shall prevail over any other Terms or Conditions including (but without prejudice to the generality of the foregoing) any Customer's terms or conditions shall be deemed incorporated in any dealing by HIP Home Direct with its Customers. No person other than HIP Home Direct, Managing Director has the authority to modify or supplement these terms. Accordingly, these terms may not be modified or supplemented without the specific written agreement of HIP Home Direct and signed by HIP Home Direct Managing Director. Nothing in these terms shall restrict the rights of a buyer who deals as a Consumer. As a Consumer your Statutory Rights are not affected. Previous dealings between HIP Home Direct and the Customer shall not vary, add, or replace these terms or any of them. All previous correspondence or oral communications are to be regarded as superseded and not forming part of the contract. By using HIP Home Directs site or ordering any of HIP Home Directs Reports, you agree to be bound by these terms and conditions.
3. **QUOTATIONS:** Quotations are subject to confirmation on receipt of order.
4. **PRICE:** Unless otherwise specified by HIP Home Direct in writing all prices quoted are net and exclusive of Value Added Tax, Customs Duty and Import Levies. HIP Home Direct reserves the right to Levy's a Small Order Surcharge. The Price relevant to any particular order will, unless stated to be fixed, it will be subject to variation at HIP Home Direct discretion and the price applicable will be that operative on the date of despatch from HIP Home Direct premises or the manufacturer premises (as the case maybe).
5. **CANCELLATION:** As a Consumer you have a cooling-off period in which you can withdraw from the contract for any reason, subject to the provisions in 5.1 below. This cooling-off period ends 5 working days from the day after you accept our Terms and Conditions which is a condition of the acceptance of our service. If you wish to cancel you order you must notify HIP Home Direct within the prescribed period by e-mail and/or letter by post.
 - 5.1 If you are a Consumer, the cooling-off period and the right to cancel will not apply where HIP Home Direct has already provided you with the service ordered.
 - 5.2 Contracts cancelled by you within 5 working days cooling-off period will be refunded in full, excluding any costs incurred on your behalf in initiating the service you have ordered. If you exercise your right to cancel a contract Home Potential reserve the right to charge you for any costs incurred by us in obtaining Third Party Reports on your behalf prior to the date of cancellation of the contract.
 - 5.3 A right to cancel does not apply if the Consumer has already received the work that is undertaken by HIP Home Direct.
 - 5.4 Any cancellations or refunds outside the conditions above will be at our discretion.
6. **ALTERATION TO CONTRACT:** If the Customer requests alterations or changes to the contract, these will not be valid unless and until confirmed in writing by HIP Home Direct and will result in the original quoted prices being adjusted accordingly. Suspension or Cancellation of the Contract by the Customer will only be accepted upon terms, which will indemnify HIP Home Direct against all costs incurred.
7. **ACCURACY OF INFORMATION PROVIDED BY YOU:** It is important to note that the information you provide to HIP Home Direct will form part of the publicly-available Energy Performance Certificate upon which reliance may be made by potential or actual buyers, mortgage lenders and other parties. It is imperative that all information provided by you is as accurate and complete as possible. If the information you give about your property is inaccurate, incomplete or misleading in any way you risk legal claims against you, including for compensation. You must notify HIP Home Direct immediately if you are aware of any incorrect information that you have given to HIP Home Direct for any work to be undertaken. Customer(s) are required to provide all relevant information in order for HIP Home Direct to undertake any work. This can be communicated by letter, e-mail or fax. If you provide us with an incorrect address or other information in your Order Form, you will still be liable to pay HIP Home Direct fees once the Contract has been made between us.
8. **ACCEPTANCE OF ORDER:** All orders are accepted by HIP Home Direct solely on these Terms and Conditions, which override any Terms and Conditions stipulated, incorporated or referred to by the Customer whether in its order or any negotiations. Any order placed by the Customer with any of HIP Home Direct salesman or other employees or representatives shall be subject to acceptance by HIP Home Direct. Acceptance of order through HIP Home Direct means, that you are legally capable of entering into a binding contract and that you are an adult who is at least eighteen years old.
9. **RISK & TITLE:** All goods and services are supplied to the Customers by HIP Home Direct on the following Terms: All goods and services shall remain the sole and absolute property of HIP Home Direct as legal and equitable owners until such time as all sums due to HIP Home Direct from the Customer, whether in respect of the goods or other goods or services, have been paid in full. Until such payment the Customer shall be in possession of the goods solely as bailee for HIP Home Direct and shall store the goods separately in such a way as to enable them to be identified as the property of HIP Home Direct. HIP Home Direct reserves the immediate right at any time of repossession of any good to which it has retained title and therefore to re-sell the same and for this purpose the Customer hereby grants an irrevocable rights and licence to HIP Home Direct employee and agents to enter at any time upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of HIP Home Direct hereunder or otherwise. The goods shall be at the risk of the Customer as soon as they leave HIP Home Direct premises for the purpose of delivery to the Customer.
10. **PAYMENT:** All HIP Home Direct Customers will pay in advance (Pro forma) for any work that is to be undertaken by HIP Home Direct. At HIP Home Directs discretion, there may be exception to any advance (Pro forma) payment where Customers will be notified in writing. All Accounts Customers must pay HIP Home Direct within fourteen days from Invoice date. All monies received by HIP Home Direct shall be applied to accounts outstanding on HIP Home Direct

books in order of age starting, with the oldest. All payment shall be paid in full without any deductions whatsoever to HIP Home Direct. HIP Home Direct shall be entitled to charge interest on overdue accounts at the rate of five percent per month from the due date of payment until receipt of payment calculated on a daily basis in respect of any part of a month. Any discount given will be nullified where payment is not received within the terms. HIP Home Direct may withhold or suspend delivery or any order or part of an order and Invoice the Customer for the reasonable costs of storing the goods, whether at HIP Home Direct premises or otherwise from the due date of payment until receipt of payment. Should the Customer be unable to pay his debts, HIP Home Direct will be entitled to demand proper security for payment of purchase price to delivery, either by payment in cash or by a bank guarantee. If such security is refused by the Customer. HIP Home Direct shall be entitled without prejudice to the Customers other rights or remedies, to cancel the contract or to suspend deliveries under the contract, at HIP Home Direct option. HIP Home Direct reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. HIP Home Direct shall not be liable in these circumstances for any damages whatsoever.

11. **SPECIFICATIONS & DRAWINGS:** Unless otherwise expressly agreed in writing all illustrations and dimensions shown in HIP Home Direct catalogues and other sales literature is approximate. HIP Home Direct gives no guarantee or representation that the goods or work undertaken will in all cases be identical with the illustrations and dimensions specified in such catalogues and literature due to improvements and modifications to the goods or their specification that may be made from time to time. The Customer shall be solely responsible for satisfying itself that they are suitable for the particular purpose for which they are required.
12. **THIRD PARTY REPORTS:** The Customer will acknowledge and agree that for specific preparation of certain types of work it will be necessary for HIP Home Direct to use Third Parties on the Customers behalf. These may include, but are not limited to:-
- Energy Performance Certificates prepared by external government-licensed 'Home Inspectors' or 'Domestic Energy Assessors';
 - Home Condition Reports prepared by external government-licensed 'Home Inspectors';
 - Copies of records relating to the Sale Property held at the Land Registry;
 - Local enquiries, local land charges register searches, and drainage and water enquiries; any other specialist reports required

Any Third Party work will be included in our fees. HIP Home Direct will act on its Customers behalf should HIP Home Direct need to obtain any work that is necessary to and in the best interest of its Customers. Where Third Party work is used, HIP Home Direct will act on your behalf as your agent to obtain any relevant information or work and will disclose this to the relevant party. HIP Home Direct will always act in the best interest of its Customer at all time when using a Third Party to whom HIP Home Direct believe to be professional and competent to carry out the work. Any work undertaken by a Third Party will be between the Third Party and the Customer. There will be no contract between HIP Home Direct, as we are acting as agent only. Therefore we can not sue or be sued. As we are not liable for the content of any Third Party work or any error or omission within any such work or any delay by a third party in providing any such work.

13. **LIMITATION OF LIABILITY:** HIP Home Direct shall not be liable, in Contract, Tort, or otherwise, for any representations, advice or assistance given under this Contract or otherwise, whether before or after the date of the Contract by or on behalf of HIP Home Direct in connection with the goods, work undertaken or the Contract. The Customer shall indemnify HIP Home Direct against any liability incurred by HIP Home Direct in relation to any third party claims arising from the use made of or dealings by the Customer irrespective of whether they involve the negligence of HIP Home Direct, its Agents or Employees, unless solely arising from HIP Home Direct wilful default or defects in material or workmanship of the goods. Unless otherwise agreed in writing, goods or work rejected by the Customer must be so rejected in writing within three days of delivery otherwise they shall be deemed to be accepted by the Customer in full. HIP Home Direct does not accept liability for shortage in quantities delivered unless the Customer notifies HIP Home Direct of any claim for short delivery of the goods within three days of the delivery to the Customer. In such circumstances HIP Home Directs liability shall be restricted to making good the shortage. Any delivery book or note marked 'NOT EXAMINED' will not prevent the operation of these clauses nor constitute express or implied in writing of any potential or actual shortage. Without prejudice to the operation and effect of any other part of these conditions, where HIP Home Direct makes delivery of any goods which are defective or otherwise not in accordance with the contract the liability of HIP Home Direct to the Customer in damages shall be limited to and shall not in any circumstances exceed a sum equal to the price of the defective goods or work undertaken.
- 13.1 Subject to clause 13.2, our entire liability to you in respect of these Terms and Conditions or any Contract (whether in contract or tort, including negligence, or otherwise) shall be limited to the level of our insurance cover and you are responsible for making your own arrangements for Insurance of any excess loss, if required.
- 13.2 HIP Home Direct shall in no circumstances be liable for loss of profits, goodwill or any economic loss arising from any claims against the Customer by any party or any consequential or indirect loss or damage of any kind, other than in respect of death or personal injury caused by HIP Home Direct negligence, however caused or arising.
14. **FORCE MAJEURE:** HIP Home Direct shall not be held responsible for any inability to deliver in consequence of War, changes in Fiscal Policy, Strikes, Lock-out, Fire, Act of God, restrictions or control including restrictions on export or import, other licences, trade, or industrial disputes of whoever nature, whether or not such dispute involves HIP Home Direct, its agents or its representatives. Breakdowns or any other contingency beyond HIP Home Directs control.
15. **SEVERANCE:** If at any time any one or more of these Conditions, or any paragraph, sub-paragraph or any thereof is held to be or becomes void or otherwise unenforceable for any applicable law, the same shall be deemed omitted here from and the validity and or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.
16. **WAIVER:** No failure or delay on the part of HIP Home Direct to exercise any of its rights under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof.

Any waiver by HIP Home Direct of any breach by the Customer of any of its obligations under this Contract shall not affect the rights of HIP Home Direct in the event of any further additional breach or breaches

17. **NO RIGHTS TO THIRD PARTIES:** The parties to this Contract do not intend that any terms of this Contract will be enforceable by virtue of the Contract Rights of Third Parties Act 1999 by any person that is not a party to it.
18. **LEGAL CONSTRUCTION:** The law of England shall govern the validity, construction and performance of this Contract. The Customer agrees for HIP Home Direct exclusive benefits that the English Courts shall have sole jurisdiction to here all claims or disputes connected with the goods or services or the contract. HIP Home Direct may nevertheless bring claims in any other Courts of competent jurisdiction.
19. **ACCESS:** Once instructed and a time and date has been agreed by both parties full payment will be charged if no access can be gained to the property to be assessed at the time and date agreed or access is not possible due to circumstances beyond the control of HIP Home Direct. Circumstances may include but are not limited to unaccompanied children at the property, unaccompanied and or dangerous animals at the property, unaccompanied ill or bed bound elderly or minors at the property. You warrant that you have the authority to commission the inspection, photography, floor plan and printed particulars of the premises in question, including allowing HIP Home Direct employs or agent's access to the premises. If HIP Home Direct employees or agents fails to arrive within one hour of an agreed appointment you may elect for a new appointment at a mutually agreed time or request a full refund of any monies paid in respect of the commission
20. **TERMININATION:** HIP Home Direct reserves the right to terminate this agreement without notice for any reason including non-payment of fess. HIP Home Direct fess shall be payable immediately on termination or expiry however caused of this agreement.
21. **INTELLECTUAL PROPERTY:** All copyright and other intellectual property rights in and relating to the commission shall be owned exclusively by HIP Home Direct.
22. **HIP HOME DIRECT:** 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.
23. **Complaints Procedure:** If you want to make a complaint, we will deal with it fairly and speedily within 20 working days of receipt of your complaint, send you a final decision of the complaint in writing. Complaint should be send to HIP Home Direct. 133 West Bromwich Road. Walsall. West Midlands. WS1 3HP.
24. **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. general@hiphomedirect.co.uk or from www.hiphomedirect.co.uk. This can be done by letter or e-mail. All correspondence will be dealt within three working days upon receipt of communication.