

**TERMS AND CONDITIONS RELATING TO OUR SERVICE IN THE
PROVISION OF SURVEYS & VALUATIONS**

homemove

HM HAUS GROUP LTD 51 Colgate, Norwich, NR31DD



WHO WE ARE AND WHAT THIS AGREEMENT DOES

We are HM Haus Group Limited t/a Homemove, a company registered in England and Wales with company number 13873779. Our registered office is at 51 Colgate, Norwich, NR3 1DD. These terms apply to the use of our service to book a third-party Surveyor to carry out a Survey or a Valuation of a Property as permitted in these terms. We also manage the payment process on behalf of the Surveyor.

CONTACT US

To contact us please email us on bookings@homemove.com or call us on 0333 050 2000.

YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided online at <https://homemove.com/terms-of-use/> and <https://homemove.com/privacy-policy/> - it is important that you read that information alongside this agreement.

We share customer data with your designated service provider. We may recommend other services, but we will always ask your permission before sharing your details onwards. To remove your personal details or opt out of sharing you can email us at: privacy@homemove.com.

SOME DEFINITIONS

In these terms and conditions, we use the following definitions:

We/us/our: HM Haus Group Limited

You/your: the person who requests a Survey or Valuation.

Fees: the fees payable for use of our service and the charges for the Survey or Valuation.

Instruction email: our email confirmation and acceptance of your Request

Property: an interest in a self-contained domestic dwelling as defined by The Town and Country Planning (Use Classes) Order 1987 (as amended) being classified as Use Class C3 which may also include small HMOs within Use Class C4 in the United Kingdom in respect of which a Survey is requested, or which is to be Valued

Regulations: The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
Request: your application for a Survey and/or Valuation which is submitted by contacting us or by completing the form on our Website

Survey: the service provided by the Surveyor as set out in the instruction email. A few Survey options are RICS Home Survey – Level 2 (survey only), RICS Home Survey – Level 2 (survey and valuation) and RICS Home Survey – Level 3. For full list of Surveys please visit our website <https://homemove.com/surveys/>

Surveyor: the Surveyor whose name and details are set out in the Instruction email
Survey Report: the report prepared by the Surveyor following an inspection of the Property.

Valuation: the valuation of a Property by a Surveyor prepared in accordance with the RICS Valuation – Global Standards effective 31 January 2022, the RICS Valuation – Global Standard 2017: UK National Supplement effective 14 January 2019, and relevant UK Valuation Practical Guidance Applications and Valued shall be interpreted accordingly

Website: <https://homemove.com>

HOW WE WORK

1. We do not provide or carry out Surveys or Valuations. Your enquiry will be referred to one of our panel of suitably qualified Surveyors in your area who are:

a) members of the Royal Institution of Chartered Surveyors (RICS) holding one of the membership grades: AssocRICS, MRICS, or FRICS; and/or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

b) members of the RICS Valuer Registration Scheme (VRS). The Surveyors are independent third-party contractors who are not employed by us. The Surveyor will enter a contract with you directly for provision of the Survey or Valuation and we are not a party to that contract.

2. When you request a Survey or Valuation you must provide the information requested by us. If you fail to do so we reserve the right to reject your request. Your Request will only be accepted when we send you an Instruction email which sets out your name and subject property address, instruction type, reason for instruction, subject property address, and fee/price agreed. The Survey and Surveyor's details are included in the Instruction email.

3. We reserve the right to reject your Request for any reason and we will let you know by email – this could be because there is no Surveyor on our panel who can carry out the Survey or Valuation due to the type of Property or its location.

4. We make changes to our services from time to time. This may happen because there is a change in the law or regulations which affect our services.

5. The Surveyors on our panel only cover Properties in the United Kingdom.

FEES AND PAYMENT

1. When you make a Request you agree to pay the relevant Fees. We invoice for the Fees payable to the Surveyor.

We will pay the Surveyor on your behalf.

2. You will be charged for the Survey or Valuation when you book the Survey or Valuation appointment.

3. All Fees are inclusive of VAT unless we specifically state that this is not the case.

CHANGES AND CANCELLATIONS

1. If you are a consumer, you have a legal right under the Regulations to change your mind about your booking within 14 days of the date we send you the Instruction email.



However, you lose the right to cancel your booking if the Survey or Valuation is completed within the 14-day cooling off period.

2. If you change your mind and wish to cancel the Survey or Valuation relying on your rights under the Distance Selling Regulations, please email us at bookings@homemove.com. If you do this, we will refund the Fees paid within 14 days of you telling us you want to cancel.

If you cancel your booking during the 14-day cooling off period, we will deduct £47 for the booking service provided by Homemove. If the Surveyor has carried out part of the Survey or Valuation, then we will retain part of the Fees paid to cover the services provided by the Surveyor. No refund is payable if the property has been inspected or report completed.

3. The refund will be made by the same method you used to pay us and we do not charge a fee to make the refund.

4. After the 14-day cooling off period has expired you can cancel your Survey or Valuation by emailing or calling us using the details set out above.

5. If you cancel your Survey or Valuation at any time when the 14-day cooling off period does not apply one of the following cancellation fees will be deducted from the Fees depending upon when the notice of cancellation is received.

Where notice of cancellation received:

a) Before 2pm on the day prior of the day before scheduled appointment:

a cancellation fee of 10% including VAT to cover administrative costs.

b) After 2pm on the day before scheduled appointment, but prior to inspection taking place: 25% of the Fees, subject to a minimum fee applying of £75.00 including VAT.

c) Following the Surveyor attending the Property but is unable to gain access in order to undertake the inspection: 50% of the Fees.

6. Subject to the permitted deductions set out in paragraph 5 above we will (on behalf of the Surveyor) refund the Fee using the same method that you used for the original payment.

7. The Surveyor can cancel their appointment to carry out the Survey or Valuation if, anytime before or after arriving at the Property, they conclude that it is of a type of property they have insufficient specialist knowledge to be able to provide the Survey Report satisfactorily. If this happens, we will first have the right to reallocate the job to the next available, qualified surveyor and, if not, we will (on behalf of the Surveyor) refund any Fees paid by you in full.

8. The Surveyor can cancel their appointment to carry out the Survey or Valuation if the Surveyor finds that the Property is demonstrably different from that described by you in the Request. In any such case we will (on behalf of the Surveyor) refund any Fees paid by you less our booking fee of 10% including VAT to cover administrative costs. If the Surveyor has already attended the Property, the refund will be reduced by 50% of the Fees.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- Whether you are a consumer or a business user:
 1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or
 2. If you are a business user:
 - We exclude all implied conditions, warranties, representations, or other terms that may apply to the Website or any content on it.
 - We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Website; or
 - use of or reliance on any content displayed on the Website.
 - In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
 3. If you are a consumer user: Please note that we only provide our service for domestic and private use. You agree not to use our service for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

YOUR RESPONSIBILITY FOR ANY DAMAGE ARISING AS A RESULT OF YOUR USE OF THE SERVICES

If you are in breach of these terms, you agree that you will be liable for any loss or damage suffered by us where such loss or damage has been caused by your intentional, reckless or grossly negligent actions.

Do not rely on information on the Website

1. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely.
2. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date.

GENERAL

1. If you would like to discuss our services with us or you wish to make a complaint please contact us by email at bookings@homemove.com or by calling us on 0333 050 2000. A copy of our Complaint Handling Procedure is available on request.
2. If we have to contact you we will do so by phone call, SMS or email using the contact details provided to us.
3. You must be 18 or over to accept these terms and use our services.



4. We are not responsible for events outside of our or Surveyor's control. If provision of Surveyor's services is delayed by an event outside of Surveyor's control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Survey or Valuation services you have paid for but not received.

5. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

6. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

7. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9. Even if we delay in enforcing this contract, we can still enforce it later.

10. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts