

just HIPs Limited- TERMS AND CONDITIONS : Updated March 2006

1. Definitions

In these terms and conditions ("Conditions") the following words shall have the following meanings:

- 1.1 "We", "us" and "our" are references to just HIPs Limited.
- 1.2 "You" and "your" are references to the individual, company, partnership or organisation who access our Services.
- 1.3 "Consumer" means a consumer defined in the Consumer Protection (Distance Selling) Regulations 2000.
- 1.4 "Information" means any information supplied by you to us in connection with the provision of the Services including any information provided by you on any order forms.
- 1.5 "Literature" means our brochures and advertisements in any type of media, including the content of the Website.
- 1.6 "Professional client" means any person who is acting for purposes within his business.
- 1.7 "Services" means the supply of services by us to you including the ordering of those property searches, reports and photographs, company formations and searches, trade marks and domain name searches, cost drafting and other searches which you instruct us to take on your behalf from time to time (either directly or through a 3rd party service providers) and the compilation of the results of the same to provide a Home Information Pack.
- 1.8 "Third Party Service" means a search sourced from a third party eg. An official search report sourced from a water authority
- 1.9 "Website" means our website located at www.justhipsltd.co.uk

2. Registration and Agreement

- 2.1 Any Services we provide will be on these Conditions, as may vary from time to time, to the exclusion of all other terms and conditions.
- 2.2 By submitting an order to us, you shall be deemed to have accepted these Conditions. Your continued use of the Services shall amount to your acceptance of any variations to these Conditions.
- 2.3 The agreement between us (which includes these Conditions) shall come into existence when we accept your order form by e-mail or any other similar means, including the provision of the Services;
- 2.4 Any Third Party Service which we obtain on your behalf shall be subject to the terms and conditions of the relevant third party service providers.

3. Price

- 3.1 The price payable for each of the Services and the Third Party Services is the price in pounds sterling.
- 3.2 We reserve the right at any time without notice to increase our prices.

4. Payment

- 4.1 If you are a professional client:
 - 4.1.1 Payment is due from you within 30 days of the date of our invoice; In certain circumstances special payment terms and conditions can be agreed; and
 - 4.1.2 we reserve the right to charge: (a) for our reasonable costs and expenses incurred as a result of late payments; and (b) interest at the rate of 2% above the base rate of Barclays Bank plc on the invoice value, on any overdue payments.
- 4.2 If you are a Consumer:
 - 4.2.1 payment is due from you on submission of your order and in advance of our Services; and
 - 4.2.2 if we do not receive payment from you within 7 working days of receiving your order, we reserve the right to cancel your order and terminate our Services forthwith.
- 4.3 The method of payment, shall depend on the Services or third party services you require.

5. Changes to Services

- 5.1 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

6. Cancellation

- 6.1 If you are a professional client:
 - 6.1.1 any oral cancellation of an order or the Services must be confirmed in writing; and
 - 6.1.2 you shall remain liable for any expenses or disbursements we may have incurred prior to your notice of cancellation.
- 6.2 If you are a Consumer and the Services have not commenced within 7 working days after the commencement of the agreement, you may cancel the Services upon giving us written notification and the following shall apply:
 - 6.2.1 your notice shall operate to cancel the Services;
 - 6.2.2 the agreement between us shall be treated as if it had never been made; and
 - 6.2.3 we shall refund any payment made by you within 14 working days of receipt of your notice.
- 6.3 For the purposes of this clause
 - 6.3.1 A notice is properly given if it is writing or some other durable form, and is taken to have been given on the day on which it was posted, or sent as the case may be, if you:
 - 6.3.2 leave it at our address last known to you, addressed to us;
 - 6.3.3 send it by post to our address last known by you;
 - 6.3.4 send it by facsimile to our business facsimile number last known to you; or
 - 6.3.5 send it by email, to our business e-mail address last known to you.
- 6.4 If you are a Consumer, you agree that if the Services have commenced within 7 working days after the agreement

comes into existence, you shall have no right to cancel the Services, and any payments you have made shall not be refundable.

6.5 The provisions of clause 6.2 to 6.4 do not affect your other statutory rights as a consumer.

6.6 We have the right to terminate the agreement in accordance with the provisions of 7.1.

6.7 Termination shall not affect any rights that either party has accrued up to and on termination.

6.8 In the event of termination of the agreement for whatever reason, any payments you have made shall not be refundable, and any costs or disbursements we may have incurred shall become an immediate debt due from you.

7. Breach of Conditions

7.1 If we suspect that you are or may be in breach of these Conditions or if we become aware of any allegation or claim that you may be in breach of these Conditions, we may in our sole discretion, without notice to you or liability, penalty or obligation on our part, suspend, interrupt or terminate the performance of the Services.

8. Our Rights

8.1 We reserve the right without notice or liability to you, to:

8.1.1 take any action we deem appropriate relating to the Services; or

8.1.2 to defer the date of performance or to cancel the provision of the Services or reduce the volume of the Services ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental or local authority actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question continues for a continuous period in excess of [60] days, you shall be entitled to give notice in writing to us to terminate the agreement; or

8.1.3 accept instructions and orders only where you are the principal, and are liable directly to us for payment of our account.

9. Your Obligations

9.1 You agree:

9.1.1 to instruct us as a principal, and that you will be liable directly to us for payment of our account;

9.1.2 that you have all the necessary permissions and consents to enable us to use the Information for the provision of the Services;

9.1.3 that we will not be infringing the rights of any third party connected to the Information and that the Services are provided at your direction and all content for the Information is provided by you; and

9.1.4 that we will not be breaching any confidentiality or contractual obligations in supplying the services to you.

10. Warranties and Limitation of Liability

10.1 We do not warrant or guarantee:

10.1.1 that use of the Website or any website linked to or from the Website will be uninterrupted or error free; 10.1.2 that the Website or any website linked to or from the Website are free of viruses or other harmful components;

10.1.3 the results that may be obtained from the use of the Website or any website linked to or from the Website; or

10.1.4 the services of third party service providers but assign to you any warranties given by the third party provider.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded, including where permitted any implied warranties of fitness for a particular purpose.

10.3 We shall not be liable for:

10.3.1 any consequential or indirect loss including, but not by way of limitation, loss of profit or loss of contract;

10.3.2 loss of good-will, reputation or otherwise, which arise out of or in connection with the Services, or the agreement;

10.3.3 the services of any third party service providers; or

10.3.4 any inaccuracy, omission or other error in any part or parts of a search or report which arises from any inaccuracies omissions or errors on a public register.

10.4 In addition to the foregoing, we shall not be liable for any damage or loss whatsoever caused:

10.4.1 by any virus, including damage to your computer equipment, software, data or other property resulting from your access to, use of or browsing of the Website;

10.4.2 as a result of downloading any material, data, text, images, video or audio from the Website;

10.4.3 by the contents of or your access to, any website linked to the Website;

10.4.4 by inaccuracies or typographical errors of information in the instruction.

10.5 In any event our total liability to you in contract or in tort shall not exceed the amount paid by you for the services in respect of any single claim, event, or series of related claims or events.

10.6 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence, or for fraud.

10.7 Any services other than our Services, which are advertised in the Literature are for information only, and we are not responsible for any such services which you may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

11. Indemnity

11.1 You agree to indemnify us and keep us indemnified from and hold us on demand and harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including, without limitation, consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses)

arising out of or in connection with:

11.1.1 any breach by you of your obligations or these Conditions; or

11.1.2 any claim by a third party that the Services infringe any rights of a third party or any applicable UK or international legislation or regulations.

11.2 Without prejudice to clause 11.1, you agree to pay all costs, damages, awards, fees and judgements finally awarded against us arising from such claims and you will provide us with notice of all claims or allegations, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims at your sole expense.

12. Intellectual Property Rights

12.1 You acknowledge and agree that any and all copyright connected with the design and development of the Website and the contributory software written by us, or our suppliers belong to or are licensed to us.

12.2 All trademarks, trade names and domain names which appear in the Literature belong to us, or to the relevant third party suppliers.

13. Reliance by Third Parties

13.1 Our Services and any third party services are provided solely for your use, or the use of your clients on whose behalf you have commissioned the services, or where appropriate your clients mortgagee and shall not be used or relied upon by any other third party, without our written consent.

14. Confidentiality

14.1 All instructions and information received by us shall be dealt with by us in the strictest confidence.

15. Complaints and Notices

15.1 Save as provided in clause 6.3, any complaints and notices shall be in writing or another durable medium and shall be addressed to: The Head of Customer Services just HIPs Limited at our registered office address, currently at The 401 Centre, 302 Regent Street, London W1B 3HH, as may be amended from time to time, on the Website.

16. General

16.1 You shall not be entitled to assign the agreement or any part of it without our prior written consent.

16.2 We may assign the agreement or any part of it to any person, firm or company.

16.3 The parties to these Conditions do not intend that any term of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Conditions except as provided in clause 13.1

16.4 Failure or delay by us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of our rights under the agreement.

16.5 Any waiver by us of any breach of, or any default under, any provision of the agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

16.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

16.7 Your order form(s) and these Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. Neither oral explanation nor oral information given by any party shall alter the interpretation of these Conditions. You have not relied upon our representations save insofar as the same have been expressly incorporated in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Conditions.

16.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

Signed

Print Name

Company Name (if applicable)

Date