

Terms and Conditions

1. Definitions

“Confirmation of order” means either when we confirm acceptance of your order whether by telephone, facsimile or electronic means or when we supply you with the HIP.

“Estate Agent” the estate agency who are instructed by you to market the Property for sale

“HIP” a Home Information Pack compiled pursuant to the Housing Act 2004 (including current regulations)

“Hip Fee” the amount that you are charged for the supply of the Home Information Pack

“Intellectual Property Rights” means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

“Order” means your request for us to provide the HIP, which you place by completing an “Order Form” and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

“Order Form” means our “Order Form”

“The Property” the property in respect of which a HIP is being provided

“Services” mean our supply of a HIP to you.

“Us/ we/our” mean ‘The HIPS Trading Co.’ a trading style of the Bluestone Group UK Limited.

“Working Day” means Mondays to Fridays except bank and public holidays.

2. Your Obligations

2.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

2.2 You agree that any HIP that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us

3. Liability

3.1 We cannot accept any liability for any error in a HIP, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a HIP, which is based on information that we have obtained from a third party (not being information derived from the public register).

3.2 We cannot accept any responsibility for any inaccuracy or error in the HIP that is based on incomplete or inaccurate information supplied by you.

3.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in delivery to you (even if caused by our negligence).

3.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of these Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring

3.5 Our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed the cost of the HIP.

4. Pricing

4.1 Unless expressed otherwise, the HIP Fee will exclude VAT at the applicable rate.

5. Cancellation

5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice as is reasonably practicable. However, you will not be entitled to obtain a refund of the HIP Fee if you cancel on or after the Confirmation of order.

6. Agreement with The HIPS Trading Co.

6.1 The HIPS Trading Co. will pay any fees to third parties on your behalf.

6.2 You agree to pay the The HIPS Trading Co. the HIP Fee on or before signing this agreement. The HIP Fee must be paid using a Credit/Debit Card

6.3 You may not transfer your rights under this agreement without The HIPS Trading Co. prior written consent.