

# MagnoliaProperties.co.uk

## Home Information Pack Terms and Conditions

By ordering a Home Information Pack from MagnoliaProperties.co.uk, you agree to be bound by these terms and conditions.

### **1. Trading Address**

1.1 MagnoliaProperties.co.uk trading address is Acorn Nursery, Milton Road, Stadhampton, Oxford, OX44 7XX.

### **2. Rights of Cancellation.**

2.1. 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 2.3 below. This cooling-off period ends seven working days from the day after the order was placed. If you wish to cancel your order you must notify us within the prescribed period by e-mail or letter by post.

2.2 Unless otherwise requested by you, in order to deliver your Home Information Pack to you as quickly as possible we will start processing your order as soon as your payment for the Home Information Pack has been received by us.

2.3. If you are a consumer, the cooling-off period and the right to cancel will not apply where; (a) a Home Information Pack has already been issued to you; or (b) we begin the preparation of a Home Information Pack, by agreement with you, before the cooling-off period ends.

2.4. Subject to clause 2.7, contracts cancelled by you within the seven-day cooling-off period will be refunded in full, excluding any credit card or debit card processing charges incurred by us.

2.5. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we received your cancellation.

2.6. Any cancellations or refunds for Home Information Packs other than in accordance with the cooling-off period referred to above will be at our sole discretion.

2.7. If you cancel the contract you will remain liable for the cost of any third party reports already ordered or obtained by us on your behalf in accordance with the provision of clause 4.

2.8. This clause 2 does not affect your statutory rights.

### **3. Information provided by you to us.**

3.1. You will be asked to provide us with information about your property that we deem necessary to produce a Home Information Pack. The specific questions we ask will vary from property to property. We will ask for this information in e-mail or in a letter by post or in person.

3.2. You will be required to provide this information by e-mail or in a letter by post or in person.

3.3. Unless there are exceptional circumstances, your contract for the Home Information Pack will normally be fulfilled by delivering to you by e-mail a Home Information Pack within two weeks of us receiving payment for your Home Information Pack.

3.4. The timescale in 3.3 is for guidance only and we shall not be responsible for delays owing to holiday periods or other causes outside of our reasonable control.

3.5. We shall not be liable for any losses of any customer information forms sent to us and you are advised to take copies of all items prior to sending them to us.

3.6. Information provided by you to us will form part of the publicly-available Home Information Pack upon which reliance may be made by potential or actual buyers, mortgage lenders and other interested parties. It is imperative that all information provided by you to us is as accurate and complete as possible. You may be held liable for any false, misleading, inaccurate or incomplete information you provide.

3.7. You agree to notify us immediately if you become aware that any information that you have provided to us is incorrect, inaccurate, false or misleading.

3.8. If you provide us with an incorrect address for the Home Information Pack, you will still be liable to pay our fees once a contract has been made between us.

#### **4. Third Party Reports.**

4.1. You acknowledge and agree that during the preparation of a Home Information Pack for you, it will be necessary for us to obtain reports from third parties on your behalf in relation to the property for sale.

4.2. The fee that we charge you for preparing a Home Information Pack includes our costs of obtaining certain specified Third Party Reports on your behalf.

4.3. We will tell you what Third Party reports will be included in your own Home Information Pack fee.

4.4. Our fees for preparing a Home Information Pack are based on information you have supplied us with. There may be additional costs if you have supplied us with incorrect information or incomplete information. An example of this could be where you have told us that the tenure is freehold when actually the tenure is leasehold.

4.5. In the event that we need to obtain further Third Party reports on your behalf in preparation of a Home Information Pack we will notify you by e-mail or letter by post informing you of any additional costs. We will not seek to obtain any additional Third Party Reports unless you confirm that you require us to do so. Confirmation from you will be by e-mail or letter by post.

4.6. Any delay by you to approve any additional requests of Third Party reports may result in a delay of our preparation of a Home Information Pack. Any missing required Third Party Reports from a Home Information Pack may render the Home Information Pack incomplete and may mean that you do not comply with your legal obligations because of this.

4.7. Where we obtain Third Party reports on your behalf, you acknowledge that we do so as your agent and we shall be permitted to disclose to the relevant party from whom we obtain any Third Party Report that we are acting on your behalf. As such, the contract for the provision of such Third Party Reports will be between you, as the disclosed principal and the provider of the Third Party Report and MagnoliaProperties.co.uk are not a party to any such contract we make as your agent and we cannot sue or be sued upon it.

4.8. MagnoliaProperties.co.uk will at all times endeavour to obtain any Third Party Reports for you from suitable parties whom we believe to have a suitable level of competence and professional standing. You acknowledge that MagnoliaProperties.co.uk are not liable for the contents of any Third Party Reports or any errors or omissions within any such Report or any delay by any Third Party in providing any such Report.

4.9. If you exercise your right to cancel a contract in accordance with the provisions in clause 2, MagnoliaProperties.co.uk reserves 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. Our Liability**

5.1. MagnoliaProperties.co.uk is not responsible to you for any data that you lose from any e-mail we have sent you, although we will where possible, re-submit any such data to you by e-mail free of charge. You acknowledge that you have the means to back up and save any data sent by us to you by e-mail and you acknowledge that you have saved any data that you have sent to us by e-mail.

5.2. We shall not be liable for any use made of your Home Information Pack or any information contained in it by Third Parties once your Home Information Pack has been made available to the public by any means.

5.3. Subject to clause 5.4, our entire liability to you in respect of these terms and conditions or any contract shall be limited to £2000000, which represents the level of our insurance cover and you are responsible for making your own arrangements for the insurance of any excess if required.

5.4. Clause 5.3 does not include or limit in any way our liability for (a) death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation by us; or (c) for any other matter for which it would be illegal for us to exclude, our liability.

5.5. We accept no liability for any loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of data, loss of time or any consequential loss or damage of any kind whether caused by breach of contract, negligence or otherwise.

## **6. Communications**

6.1. Certain applicable laws require that some of the information we send to you should be in writing, you accept that our communications with you will from time to time be electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, information and notices that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **7. Cancellation by us.**

7.1 MagnoliaProperties.co.uk reserves the right to refuse to accept your order for a Home Information Pack for any reason, and we do not have to give you a reason why we have refused your order for a Home Information Pack or Energy Performance Certificate.

7.2. We reserve the right to cancel our contract with you at any time if you give us reasonable grounds to believe that you have supplied us with incorrect, false or misleading information or if we believe you may do so in the future. If we cancel our contract with you we will notify you by e-mail or letter in the post.

## **8. Unexpected Events.**

8.1. MagnoliaProperties.co.uk will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract caused by events that are outside of our reasonable control.

## **9. Notices.**

9.1. All notices given by you to us must be given to MagnoliaProperties.co.uk, Acorn Nursery, Milton Road, Stadhampton, Oxon, OX44 7XX or by email.

9.2. We will give any notices to you from us by e-mail or letter by post.

9.3. We will deem any notices given by us as received and served 24 hours after an e-mail is sent, or 3 working days after a letter has been posted by us.

## **10. Severability.**

10.1. If any of these terms and conditions or any of the provisions of a contract are deemed by any competent authority to be invalid, unlawful, or unenforceable, such term, condition or provision will to that extent be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

## **11. This Document.**

11.1. These terms and conditions and any document referred to in them, set out the entire agreement between us in relation to any contract. These terms and conditions and any document referred to in them supersede any prior agreement, understanding or arrangement between us whether orally or in writing.

11.2. MagnoliaProperties.co.uk has the right to revise these terms and conditions from time to time.

11.3. You will be subject to the policies, terms and conditions in force when you order a Home Information Pack from us, unless we are required by law to make any changes to comply with any laws.

## **12. The Law.**

12.1. These terms and conditions and any contracts for the purchase of Home Information Packs (which are provided only for properties in England and Wales) through MagnoliaProperties.co.uk will be covered by English law. Any dispute arising from, or related to, such terms and conditions or contracts shall be subject to the non exclusive jurisdiction of the courts of England and Wales, although we retain the right to bring proceedings against you for breach in your country of residence or any other relevant country.