

Agent Terms and Conditions

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1. General Conditions

A. Introduction

These Terms and Conditions (Agreement) state the Conditions on which You licence Our Software and make use of Our Website (surveyorsnearme.com and any subsequent URL) as an Agent. Please ensure You read these Terms and Conditions carefully before You start to use Our Website or Our Software. We recommend that You print or download a copy of these for future reference.

These Terms and Conditions are governed by English law. You and We (Surveyors Near Me Limited) agree that the courts of England and Wales will have exclusive jurisdiction to decide a dispute involving these Terms and Conditions.

Our [Terms of Service](#) must also be adhered to and form part of these Conditions.

B. About Us

surveyorsnearme.com is a Website operated by Surveyors Near Me Limited a company registered in England and Wales under company number 11293478 with registered and trading address at 20 Bedford Road, Ruislip, HA4 6LU.

surveyorsnearme.com is not a Service Provider and We do not provide any surveying services or hold Ourselves out as doing so. Any surveying services offered or provided through Our Website are offered or provided by a Service Provider. As an agent you are solely responsible for ensuring the correct consents have been provided when making any referrals.

C. Definitions

In these Conditions the following words and expressions shall have the following meanings when they start with capital letters:

"Conditions / Terms and Conditions" means these terms and conditions.

"Service / Product" means a service or product that is available to purchase or has been purchased on the Website including but not limited to surveying services.

"Instruction/s" means the placing of an order for a Service or Product made available on the Website.

"Users / Customer" means users of the Website (with or without an account) who access or browse the Website or who are provided with a Quote and information about one or more Service Provider(s).

"Personal Information" means the details provided by You on using or joining Our Website.

"Website / Us / We / Our" means the website owned by Surveyors Near Me Limited and located at surveyorsnearme.com or any subdomain or subsequent URL which may replace it.

"Service Provider" means the surveyor practice, firm or other third party practice or firm introduced to the Customer by surveyorsnearme.com.

"Agent / Your / You" refers to the firm, individual or other third party referring a Customer to Surveyors Near Me for survey Quotes.

"Quote" means an instant quotation supplied by Our Service Providers via Our Website (in electronic format, via our Website, by email or in hard copy) to a Customer setting out the Service or Product requested by the Customer and a fee for the Services based on the information supplied to surveyorsnearme.com by the Customer and/or Agent.

"Bespoke Quote / Manual Quote" refers to a unique manual quotation supplied by Our Service Providers to a Customer via Our Website for a specific property and survey based on the information provided by the Customer.

"Software" refers to the unique iframe provided to an Agent when creating an account.

D. Changes to these Terms

We may revise these Conditions at any time by amending this page. We will notify You of changes to these Conditions via the message function located in Your user account or via the email address provided on registration. We will provide notice regarding updates to Conditions. If You do not agree to these Conditions, or any updates, You must not use the Website, Software or any of Our services. It is important You read these Conditions carefully.

We reserve the right to modify or withdraw, temporarily or permanently, this Website, Software and Our services (or any part thereof) with or without notice to You and You confirm that we shall not be liable to You or any third party for any modification to or withdrawal of the Website and Our services. Our refund and cancellation policy will still apply.

E. Accessing Our Website or Software

We do not guarantee that Our Website or Our Software, or any content on it, will always be available or be uninterrupted. Access to Our Website and Software is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Website without notice. We will not be liable to You if for any reason Our Website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for You to have access to Our Website. You are also responsible for ensuring that all persons who access Our Website

through Your internet connection are aware of these Conditions and other applicable terms and conditions, and that they comply with them.

2. Agent Conditions

A. Agent Obligations

- i. You cannot use the Software or Website for purposes other than as specified in this Agreement.
- ii. The Agent may permit its employees to use the Software or Website for the purposes described in this agreement, provided that the Agent takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Website and/or Software do not commercialise or disclose the contents of it to any third person, or use it other than in accordance with the terms of this agreement.
- iii. You can search for Quotes on behalf of Your Customers using Your own details to provide a cost guidance. Customers must conduct their own search using their details in order to make an Instruction. You must not make searches on behalf of a Customer using their Personal Information without their prior written consent.
- iv. The Agent will not distribute, sell, licence or sub-licence, let, trade or expose for sale the Software to a third party.
- v. No copies of the Software are to be made other than as expressly approved by Us.
- vi. No changes to the Software or its content may be made by the Agent unless prior written consent has been provided.
- vii. The Agent will provide technological and security measures to ensure that the Software which the Agent is responsible for is physically and electronically secure from unauthorised use or access.
- viii. The Agent shall ensure that the Software retains all branding, copyright notices and other propriety legends and all trademarks or service marks of Surveyors Near Me.
- ix. When using Our service you enter into a Non-Compete agreement. You agree not to contact Our Service Providers for the sake of developing business relationships or to develop Your own comparison software and agree not to do so for 12 months from the termination of this Agreement.
- x. When using Our service you enter into a Non-disclosure agreement. Both parties agree not to disclose trade secrets.

B. Your Account

Your account will only be activated once You have returned a signed contract outlining payment terms.

If You set, or are provided with, a username, password or any other piece of information as part of Our security procedures, You must treat such information as strictly private and confidential. You must not disclose it to any third party.

We reserve the right to disable any username or password, whether chosen by You or allocated by Us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of these Conditions.

If You suspect or know that anyone other than You knows Your username or password, You must promptly notify Us at hello@surveyorsnearme.com.

C. Using Our Software

When You are provided with an account You are given a unique iframe code under licence. We (Licensor) grant the Agent (Licensee) a non-exclusive, non-transferable licence for the use of Our Software.

You must confirm which website(s) You are embedding the code onto. The “Powered by Surveyors Near Me” branding must not be removed unless otherwise agreed in writing. Removal of branding without authorisation may lead to the closure of Your account and the forfeit of any agreed referral fees.

You must provide a minimum of thirty (30) days notice before removing Your iframe code. The iframe code should not be removed until all surveys booked via Your website are complete, whichever is the longest.

D. Referral Fees

Referral fees are paid on a monthly basis for completed surveys only. Invoices must be sent to hello@surveyorsnearme.com by close of business on the last Wednesday of the month. We aim to pay invoices in a maximum of 7 calendar days.

Referral Fees will not be paid for:

1. Quote searches
2. Incomplete surveys
3. Cancelled surveys (whether by the Customer or Service Provider)

We reserve the right to withhold referral fees where these Conditions are breached.

E. Intellectual Property Rights

We are the owner and licensor of all intellectual property rights in relation to Our Website and Software, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Limitations on Reverse Engineering, Decompilation, Disassembly, or Modification. You may not reverse engineer, decompile, or disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Website / Software or modify, adapt, translate, recast, alter, or create derivative works from the Website / Software or any portion of it, or provide or disclose any such Website / Software code or any portion of it to any third party, except and only to the extent that such activity is expressly permitted by applicable law, or by prior written approval of *Surveyors Near Me Limited* (which approval may be conditioned, restricted, or denied in the sole discretion of *Surveyors Near Me Limited*), notwithstanding this limitation.

Use in Other Products. You may not incorporate the Website / Software or any portion of it into, or use the Website or any portion of it to develop other algorithms, programs, software, applications, or products unless expressly approved in writing in advance by *Surveyors Near Me Limited*, which approval may be conditioned, restricted, or denied in the sole discretion of *Surveyors Near Me Limited*.

You may print off one copy, and may download extracts, of any page(s) from Our Website / Software for Your personal use.

You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our Website / Software must always be acknowledged.

You must not use any part of the content on Our Website / Software for commercial purposes without obtaining a licence to do so from Us or Our licensors.

If You print off, copy or download any part of Our Website / Software in breach of these Conditions, Your right to use Our Website / Software will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

Except where permitted by applicable law, these Conditions, or otherwise set out on the Website / Software, You may not use such trademarks without Our prior written permission.

3. Other Conditions

A. Limitation of our Liability

Nothing in these Conditions limits Our liability for death or personal injury arising from Our negligence, nor Our liability for fraud, fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Our Website or any content on it, whether express or implied.

We will not be liable to any User or Service Provider 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, Our Website / Software;
- 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our Website / Software or to Your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on Our Website. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from Your use of them.

B. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

C. Contacting Us

If You have any questions about these Conditions (including Our privacy policy and Our treatment of Your Personal Information) please write to Us:

Write: Surveyors Near Me Limited, 20 Bedford Road, Ruislip, HA4 6LU
Email: hello@surveyorsnearme.com
Call: 0203 603 1976