

Service Provider Terms and Conditions

A. Introduction

These Terms and Conditions state the terms on which You make use of Our Website surveyorsnearme.com as a Service Provider (surveyor). Please ensure You read these Terms and Conditions carefully before You start to use Our Website. We recommend that You print or download a copy of these for future reference.

Please note that 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.

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 a Service Provider, You are solely responsible for the advice which You provide a Customer.

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

"Our" refers to 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 / You " means the surveyor practice, firm or other third party practice or firm introduced to the Customer by surveyorsnearme.com.

"Your" refers to the surveyor practice, firm or other third party practice or firm introduced to the Customer by surveyorsnearme.com.

"Quote" means a written quotation supplied by surveyorsnearme.com (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 the coverage and fee scales set in Your account.

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

D. Changes to these Terms of our Website

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. 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 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 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. Providing Quotes

1. Live Quotes

You are required to keep Your fee scales, postcode coverage and survey types covered up to date to ensure that We can provide accurate Quotes to Customers.

Quotes provided are valid for properties in England and Wales.

You are also required to keep Your Terms of Engagement and Professional Indemnity cover up to date, providing Us with updated certificates upon renewal.

2. Bespoke Quotes

Bespoke Quotes can be provided to a Customer if:

- a. a Quote search by a Customer falls outside the fee scale you have provided Live Quotes for;
- b. Our Quote form requires a Bespoke Quote based on answers submitted by the Customer.

3. Results List

There is no upper limit on the number of Service Providers listed in a Customers search results.

Results are ranked taking a range of factors into account.

4. Instructions

Once a Customer has accepted Your Terms of Engagement and paid the fee quoted, You must accept or reject the Instruction within one (1) working day. If the Instruction is not accepted or rejected within one (1) working day we reserve the right to offer an alternative Service Provider to the Customer.

Live Quotes - There is no charge for rejecting an Instruction. Where an Instruction has been accepted the Service must go ahead provided no additional information comes to light affecting the Quote or Service.

Bespoke Quotes - if a customer accepts a Bespoke Quote You have provided, You must accept the Instruction. A Bespoke Quote must not be provided to a Customer where the requested Service or timescale cannot be adhered to.

5. Process Updates

Once an inspection date is booked, the inspection has taken place or the report has been uploaded, You should update the dashboard to reflect this. Failure to do so may result in poor Customer feedback.

6. Terms of Engagement

Contracts are entered into between You and the Customer. We act as an introducer and payment platform only. We do not accept any responsibility for nor accept any liability in relation to the Services or Products provided by You.

Should any specific Customer requests or concerns fall outside the RICS service standards, You must advise the Customer accordingly. For instance, if the Customer requires a structural engineer, electrician, plumber or a damp and timber expert to give a specialist report.

F. Quote Guarantees

1. Live Pricing

You must honour all Quotes as set in Your account and provided on Your behalf through Our Website provided no additional information comes to light. Adjustments may be made where reasonable additional information comes to light following an agreement between You and the Customer. You must notify Us immediately of any such agreements so arrangements can be made by Us in order to arrange payment for the additional fees required, provide an alternative Service Provider or process a refund.

2. No survey, no fee

If no report is provided by You to the Customer within ten (10) working days of the inspection date, the Customer may be refunded in full at our discretion and You will not be paid. You will be contacted prior to the refund to determine the cause of the delay.

3. Payment Protection

Payments made through the Website are held in a holding account until You upload the report to Your Customers account. Once a report has been provided We transfer the fee to the account details You have provided minus our 5% success fee. Whilst we aim to transfer funds within one (1) working day, please allow a maximum of seven (7) days prior to chasing payment to allow time for any delays within the bank.

We do not monitor the quality of reports. Any disputes over the quality and content of a report are between You and the Customer.

4. Transparent

We aim to provide detailed information for each Service Provider. You can make updates to this information through Your account. The number of Service Providers listed on Customer Quote results pages are not limited. All surveyors covering a given postcode for the requested Service or Product are listed for fairness.

5. RICS Surveyors

By providing Quotes You are confirming You/Your firm are active members of the Royal Institution of Chartered Surveyors (RICS). You must provide us with Your RICS Firm and/or RICS Surveyor number and evidence of current Professional Indemnity insurance.

G. User Feedback

Customers can provide a rating after each Service or Product provided. If You dispute feedback provided on the Website You may contact Us and we will review each dispute on a case by case basis.

You may link to Your ratings on Our Website to verify the quality of Your Services to customers who have not found You through Us.

H. Cancellation of an Instructed Service or Product

Our cancellation policy is relevant within as well as outside the fourteen (14) day cooling off period and is as follows:

Customer cancellations:

1. If the Service or Product is cancelled by the Customer with more than 24 hours notice prior to the inspection date & time there will be no charge and the Customer will receive a full refund.

2. If the Service or Product is cancelled by the Customer providing 24 hours or less notice 50% of the fee will be made payable to You minus Our 5% fee.

Service Provider cancellations:

1. If the Instruction is rejected within one (1) working day of an Instruction request from a Live Quote, no fee will be charged.
2. If an Instruction is rejected from a Bespoke Quote, a discretionary 2.5% fee may be charged.
3. If the Service is cancelled after accepting the Instruction:
 - a. Because additional information has come to light – no fee will be charged.
 - b. Where no additional information has come to light – a discretionary 2.5% fee may be charged which will be determined on a case by case basis to cover card processing and admin fees.

All cancellations must be made in writing and sent to hello@surveyorsnearme.com as early as possible. Please contact us on 0203 603 1976 between 10am - 8pm Monday-Thursday, 10am-5pm Friday, or 10am - 4pm Saturday and-Sunday if You are unsure on what to do.

I. Additional Fees or Repeat Work

Where a Customer requests that You conduct further work at an additional fee to that charged or Quoted on the Website, You must ensure that this work is processed via the Website. This also applies where a Customer has chosen not go ahead with a house purchase and requests a survey on another property.

J. Your Account

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.

K. 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;
- 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 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.

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:

Surveyors Near Me Limited
20 Bedford Road
Ruislip
HA4 6LU

Call: 0203 603 1976

Email: hello@surveyorsnearme.com