

Terms and Conditions

1. General Conditions

- A. Introduction
- B. About Us
- C. Definitions
- D. Changes to these Terms of Our Website
- E. Accessing Our Website

2. Service/Product Conditions

- A. Obtaining Quotes
 - i. Personal Information
 - ii. The Quote process
- B. Quote Guarantees
 - i) Live Pricing
 - ii) No Survey, No Fee
 - iii) Payment Protection
 - iv) Transparent
 - v) RICS Surveyors
 - vi) Free Quotes
- C. User Provided Feedback
- D. Cancellation of an Instructed Service or Product by You

3. User Conditions

- A. Your Account
- B. Intellectual Property Rights
- C. Accuracy of Information and Promotional Material
- D. Limitation of Our Liability
- E. Privacy Policy
- F. Contacting Us

1. General Conditions

1. A. Introduction

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

By accessing Our Website, and/or obtaining a Quote, and/or instructing a Service Provider You confirm that You accept these Terms and Conditions and that You agree to comply with them. No variation of these Terms and Conditions shall be valid unless it is in writing and signed on behalf of each party. If You do not agree to these Terms and Conditions You must not use Our Website.

These Terms and Conditions also include Our Privacy Policy (section 3, part E) which sets out the Conditions on which We process any personal data We collect from You, or that You provide to Us. By using Our Website, You consent to such processing and You warrant that all data provided by You is accurate. surveyorsnearme.com is concerned with the protection of Your privacy and this applies to the handling of Your data during and after Your visit to Our Website.

Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

Please note that these Terms and Conditions are governed by English law. You and We (surveyorsnearme.com) agree that the courts of England and Wales will have exclusive jurisdiction to decide a dispute involving these Terms and Conditions.

1. 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.

1. 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 through 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 / You / Your / Client" means a user(s) of the Website (with or without an account) who accesses or browses the Website and/or who is provided with a Quote and information about one or more Service Provider(s).

"Personal Information" means the details provided by You on acquiring a Quote and instructing a Service or Product via 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" means the surveyor practice, firm or other third party practice or firm introduced to the Client 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 Client setting out the Service or Product requested by the Client and an indicative fee for the Services based on the information supplied to surveyorsnearme.com by the Client.

"Bespoke" refers to a unique manual quotation supplied by a Service Provider to You via Our Website for a specific property and Service based on the information provided by You.

1. 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.

1. E. Accessing our Website

Our Website is available free of charge. We do not guarantee that Our Website, or any content on it, will always be available or be uninterrupted. Access to Our Website 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. Service / Product Conditions

2. A. Obtaining Quotes

2. A. i. Personal Information

You warrant that:

- i. The Personal Information which You are required to provide in order to obtain a Quote or make an Instruction is true, accurate, current and complete in all respects.
- ii. You understand that the provision of accurate Quotes by Us, introduction of Service Providers and performance of the Websites obligations under this Agreement is dependent on the same.
- iii. You will notify Us immediately of any changes to Your Personal Information by updating Your information in Your User account, by emailing Us at hello@surveyorsnearme.com or by calling Us on 0203 603 1976 between 10am - 8pm Monday-Thursday, 10am - 5pm Friday and 10am - 4pm Saturday and Sunday.

If You provide information which is incomplete, inaccurate or out of date, You understand that:

- i. any Quote provided by Us may be inaccurate.
- ii. any Service Provider introduced to You may not be capable of, available to, or willing to perform the Services referred to in the Quote.

We may not be able to comply with Our obligations under this Agreement where it uses or relies on such information.

You agree not to impersonate any other person or entity or to use a false name or a name that You are not authorised to use.

2. A. ii. The Quote process

i. Enter details

You will be required to enter Personal Information and details regarding the property You wish to be surveyed in order for Us to provide a list of Quotes. Where You request a Quote either via our Website, by phone, by post, by fax or by any other medium, We will use reasonable endeavours to identify one (1) or more Service Providers who have confirmed to Us that they are able and willing to provide the Services required by You, based on the information You have provided. At this stage, You will also be required to confirm Your acceptance of our Privacy Policy and Conditions.

Although We use reasonable endeavours to ensure all Quotes are accurate, Quotes should be regarded as indicative only. All information in Quotes and on which We base Quotes is provided by You and/or relevant Service Providers and We cannot and do not undertake to verify the information before producing the Quote.

ii. Receive Quotes

You will be provided with a list of Service Providers who are able to conduct the relevant Service at the property address stated. After leaving the site You will be able to access Your Quotes via Your User account which is created by activating the email link after making a Quote search. Quotes are only valid for properties in England and Wales. You may get instant Quotes, Bespoke Quotes (provided within 1-2 working days of Your search) or a combination of the two Quote types. This will be dependent on the type of property You require a Quote for or the preference of Quotes provision by our Service Providers. Our Service Providers may make adjustments to the fees set in their accounts at any time therefore the fee You pay is only fixed once You instruct a surveyor (Instruction).

All Service Providers introduced to You by Us have indicated to Us that they are regulated by the Royal Institution of Chartered Surveyors (RICS). We are not Surveyors. We will arrange a Quote for the required Service and will introduce a RICS Service Provider to complete this work for You. We may contact You via phone or email to discuss Your Quotes with You and provide any further information You require in order to determine which Service Provider to use, if any.

iii. Choose a Service Provider

Before You instruct a Service Provider through the Website, You must contact Us if You have any questions relating to these Conditions or Your Quote through our Client Support team by email at hello@surveyorsnearme.com or by calling Us on 0203 603 1976 between 10am - 8pm Monday-Thursday, 10am-5pm Friday and 10am - 4pm Saturday and Sunday. Please note that all calls to surveyorsnearme.com are charged at local rate when calling

from a landline or mobile phone. Inbound and outbound calls may be recorded for quality monitoring and training purposes.

When instructing a Service Provider, You will be required to accept the Service Providers terms of engagement prior to making payment which include the Service Providers formal complaints policy. The Service Provider will be made aware of the request and will accept or reject the Instruction.

Contracts entered into are between You and the Service Provider. We act as an introducer and payment platform only. Your rights in respect of the Services or Products provided by the Service Provider (introduced by Us) are against the introduced Service Provider. We do not accept any responsibility for nor accept any liability in relation to the Services or Products of the Service Provider or the availability of the Services or Products that the Service Provider may provide to the Client. Service delivery times are estimates and in some circumstances may take longer to deliver.

Please note that the Service Provider will carry out the survey in accordance with the RICS guidelines, and with reference to the specific requests and information You have provided. If any of this information is inaccurate or incomplete, please contact Us at least 48 hours prior to the survey booking with any amendments. The exact report format used may or may not be an official RICS home survey template. Service Providers may use their own report template provided it delivers at least the minimum level of service or above required by RICS for the type of home survey requested.

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

iv. Accepted Instruction

The Service Provider may contact You before arranging access to the property. Once an inspection date has been set, Your account will be updated to inform You. The Service Provider will confirm when they have inspected the property and You will also be notified when the report has been uploaded to Your account.

We will release payment to Your Service Provider once the report has been uploaded to Your account. We are unable to verify or comment on the quality or content of reports.

v. Rejected Instruction

Should the Service Provider reject the Instruction, we will contact You to arrange an alternative Service Provider or process a refund.

2. B. Quote Guarantees

2. B. i. Live Pricing

We have entered into partnership agreements with a number of Service Providers throughout England and Wales. We operate both a live, instant pricing system and a Bespoke / Manual system which means that Quotes provided are based on the current fees set by Our Service Providers. Service Providers may update their fees at any time. Quotes are only valid at the time of Your search and should be seen as an indicative only where You are searching in advance of Instructing a Service or Product.

Wherever possible all Instructions on Services and Products made available through Our Website will be fixed provided no additional information comes to light. If the property You require advice on is particularly unusual, in a state of dis-repair or You have any other unusual requirement to be considered as part of the Quote, please contact Us so that We may provide more accurate Quotes. Any instant Quotes provided in this instance will not have taken these factors into account and Your Quotes may be considered void. In the unlikely event that the Quote is not adhered to by a Service Provider then You should contact Us immediately in order that We may resolve the situation.

We provide You with Quotes and payment services free of charge. We reserve the right to charge additional sums if required to provide Our services which You will be notified of in advance.

2. B. ii. No Survey, No Fee

If You have paid for a Service or Product and the Service Provider fails to provide a report within a reasonable time (as determined by Us) We will contact You to arrange an alternative Service Provider or provide a refund.

2. B. iii. Payment Protection

Payments made through the Website are held in a holding account until the Service Provider uploads a report to Your account. Once a report has been provided We transfer the fee to the relevant Service Provider. We are unable to verify the quality of reports and can only guarantee that payment will be held until a report has been provided.

Should the Service Provider instructed fail to carry out the survey, We will contact You to arrange an alternative Service Provider or provide a refund.

2. B. iv. Transparent

We aim to provide a transparent service to allow You to make an informed decision about which Service Provider You select. We provide Quotes from all Service Providers who have indicated that they cover a specific Service or Product in a given area/postcode. We do not restrict the total number of Service Providers that can provide a Quote to You.

We aim to provide detailed information for each Service Provider listed in Your Quotes. Should You have any questions regarding any Service Providers prior to making an Instruction, please contact Us to discuss what each Service Provider can offer.

2. B. v. RICS Surveyors

All Service Providers have indicated to Us that they are registered members of the Royal Institution of Chartered Surveyors (RICS). We have verified this, where possible, and confirmed that each Service Provider has valid Professional Indemnity cover as required by the RICS.

2. B. vi. Free Quotes

It is free for both Users to search for Quotes and Service Providers to provide Quotes in search results.

2. B. vii. The Client acknowledges and agrees that:

- a. We do not provide Services and Products Ourselves and do not agree to do so through the Agreement
- b. the Agreement relates solely to the provision of processing services and not the Services and Products performed by Service Providers
- c. the Service Provider pays Us a referral fee of 5% for surveys that You have instructed them to carry out via Surveyors Near Me Limited. Quotes may also contain a supplementary fee charged by Us. We can provide a full breakdown of Your Quote if required.
- d. the inclusion of a Service Provider in a Quote is not a recommendation or an endorsement by Us of that Service Provider
- e. You are solely responsible for assessing the suitability of any Service Provider to meet Your requirements (or those of Your clients) and the acceptability of a Service Provider's terms and conditions for the performance of Services and Products
- f. the Client is responsible for checking that the name(s), address, date(s) of birth, postcode, property positioning, plan(s) used, areas covered and all other information held by a Service Provider following the provision of a Quote and Instruction is correct
- g. We shall in no circumstances be responsible for the performance of, failure to perform, or the quality of any Services or Products performed by a Service Provider

2. C. User Provided Feedback

Although Your personal details will always be kept confidential, if You opt to allow Us to publish any feedback that You provide (reviews of surveyorsnearme.com or any members of Our network of service providers), then You agree that We can use that feedback together with any alias You provide on either surveyorsnearme.com, or on other websites or printed publications

2. D. Cancellation of an Instructed Service or Product by You

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

1. If the Service or Product is cancelled with more than 24 hours notice prior to the inspection date & time there will be no charge and You will receive a full refund.
2. If the Service or Product is cancelled providing between 12-24 hours notice You will be eligible for a 50% refund. This is to cover admin and Service preparation work.
3. If the product is cancelled with less than 12 hours notice, full charges will apply.

All cancellations must be made in writing and sent to hello@surveyorsnearme.com.

If You need to change Personal Information or details relating to the Service or Product including the type of survey and any other specific details for the Service Provider, You can do so up to one (1) working day prior to the inspection date of the survey. Please note that changing the type of Service or Product may vary the cost and may require an alternative Service Provider and/or inspection date. The cancellation policy will then restart.

Please contact Us on 0203 603 1976 between 10am - 8pm Monday-Thursday, 10am-5pm Friday and 10am - 4pm Saturday and Sunday if You are unsure on what to do. Please be ready to provide Your quote reference and order date. We are happy to help.

3. User Conditions

3. A. 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.

3. B. Intellectual Property Rights

We are the owner or licensee of all intellectual property rights in relation to Our Website, 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 or modify, adapt, translate, recast, alter, or create derivative works from the Website or any portion of it, or provide or disclose any such Website 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 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 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 must always be acknowledged.

You must not use any part of the content on Our Website 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 in breach of these Conditions, Your right to use Our Website 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, You may not use such trademarks without Our prior written permission.

3. C. Accuracy of Information and Promotional Material

All descriptive matter, specifications, advertising and promotional material issued by surveyorsnearme.com and any descriptions or illustrations contained on surveyorsnearme.com Websites, brochures or marketing literature are issued or published for the sole purpose of giving an approximate idea of the Services and/or information about third parties.

The content on Our Website is provided for general information only and it is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Website. Although we make reasonable efforts to update the information on Our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on Our Website is accurate, complete or up-to-date.

3. D. 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 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;

use of or reliance on any content displayed on Our Website; or

use of the Services or Products of any advertiser or Service Provider on Our Website; or

use of a Service Provider found through and engaged with via Our Website / service.

Please note that we only provide Our Website for domestic and private use. You agree not to use Our Website for any commercial or business purposes, and we have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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.

We assume no responsibility or liability for any of the Services or Products provided by Service Providers or other organisations or individuals listed on this website. Should You decide to appoint any of these Service Providers to work for You, the contract will be directly between You and the Service Provider on their terms and engagement. We have no contractual involvement, and will not be liable in contract or otherwise for the Services or Products provided to You by these Service Providers.

Please note that although these Service Providers have attempted to ensure that any Quotes provided are as accurate as possible based on the information You have provided, they are not binding in any way. Our Service Providers may contact You directly to discuss the Quotes provided once You have instructed them.

3. E. Privacy Policy

We require you to provide basic Personal Information to allow us to provide Quotes and ensure any Service Providers Instructed can reasonably make contact with You to carry out the required Service. This data is not transferred internationally and is passed only Your Instructed Service Provider. We will never provide Your Personal Information to any third parties for the purpose of direct marketing.

We are committed to the protection of Your privacy when visiting the Website and the subsequent handling of Your data when using our services. This policy sets out how We handle the Personal Information You provide to Us.

Our Website contains links to third party sites. Please be informed that these third party sites are subject to separate terms and conditions and privacy policies and that We are not responsible for the privacy policies, content or practices of third party web sites or any of the advice contained therein.

We may collect, store and use Personal Information;

- i. In order to constantly improve the experience of visitors to Our Website. We may collect anonymous information that will help Us understand visitors' browsing habits on our Website, compile statistical reports on Website activity; e.g. number of visitors and the pages they visit, location, browser type and version, operating system, referral source, time spent on the site, pages visited, and number of pages viewed.
- ii. Temporarily which You enter in tools such as interactive forms on our Website. In some cases, remember information about You when You visit Our Website. We need to do this to provide some of our services. This will be the case when You search for Quotes activating a 'ghost' account. This allows You to activate the account to access Your results and instruct a Service Provider. Ghost accounts will be kept by Us for no longer than 30 days.
- iii. Related to any transactions, purchases of Services or Products or contracts entered into between You and a Service Provider including Your name, e-mail address, postal address, address of prospective property purchase and contact telephone numbers.
- iv. That You provide to Us for the purpose of subscribing to our Website services, e-mail notifications and/or newsletters
- v. To improve Your browsing experience by personalising the Website
- vi. To enable Your use of the services available on the Website
- vii. To send statements and invoices to You and collect payments from You
- viii. To process any enquiries or complaints made by You about our Website or services
- ix. Your Personal Information is not used in automated processing of Quotes.

To the extent that we may be required to do so by law, we may disclose Your information;

- i. In connection with any legal proceedings or any prospective legal proceedings
- ii. In order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk)
- iii. To the purchaser (or prospective purchaser) of any business or asset which We are (or are contemplating) selling
- iv. To any person who We reasonably believe may apply to a court or other competent authority
for disclosure of that Personal Information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that Personal Information.

Personal Information Security

We will take reasonable technical and organisational precautions to prevent a loss, misuse or alteration of Your Personal Information. We will store all the Personal Information You provide on our secure password and firewall protected servers.

Data transmission over the internet is inherently insecure, and We cannot guarantee the security of data sent over the internet.

Changes to Your information

Please let Us know if the Personal Information which we hold about You needs to be amended.

Your User rights under the GDPR

1. *The right to be informed* - all organisations must be completely transparent in how they are using personal data (personal data may include data such as a work email and work mobile if they are specific to an individual). This policy explains how We use Your data.
2. *The right of access* - You have the right to know exactly what information is held about You and how it is processed.
3. *The right of rectification* - You are entitled to have personal data rectified if it is inaccurate or incomplete. Please contact Us using the contact details below, if required.
4. *The right to erasure* - also known as 'the right to be forgotten', this refers to Your right to having Your personal data deleted or removed without the need for a specific reason as to why You wish to discontinue.
5. *The right to restrict processing* - Your right to block or suppress processing of Your personal data.
6. *The right to data portability* - this allows You to retain and reuse Your personal data for Your own purpose.
7. *The right to object* - in certain circumstances, You are entitled to object to Your personal data being used. This includes, if a company uses personal data for the purpose of direct marketing, scientific and historical research, or for the performance of a task in the public interest.
8. *Rights of automated decision making and profiling* - the GDPR has put in place safeguards to protect You against the risk that a potentially damaging decision is made without human intervention. For example, individuals can choose not to be the subject of a decision where the consequence has a legal bearing on them, or is based on automated processing.

You may instruct Us to supply You with any Personal Information we hold about You. To protect You from unauthorised access to our data we will ask You to supply evidence of Your identity in the form of a certified passport copy or drivers license and a bank statement plus an original copy of a utility bill showing Your current address.

To request the Personal Information we hold about You please contact our Data Controller:

Name: Matt Nally (Director)

Email: matt@surveyorsnearme.com

Phone: 0203 603 1976

ICO Registration: ZA341024

3. F. 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