

LANDMARK ESTATE AGENCY SERVICES – TERMS AND CONDITIONS

1 THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply Services to you. Where we refer to our "**Services**" within these terms we mean:

(a) the provision of services relating to the preparation and delivery of an energy performance certificate ("**EPC**"), a property survey, a floorplan or any other service that requires a physical visit to a property by us (collectively referred to as "**Visiting Services**" in these terms);

(b) delivering your request for information in respect of a specified property (each a "**Search Request**") to our selected suppliers and returning the results of a Search Request to you and, where requested, the other parties to your transaction (referred to in these terms as "**Property Search Services**"); and/or

(c) verifying your identity in compliance with anti-money laundering (AML) laws ("**Compliance Checks**") via our selected suppliers and returning the results of a Compliance Check to you and, where authorised by you, third parties involved in your transaction.

Where we refer to "**Content**", we mean any data, computing and information services and software, and other content and documentation or support materials and updates supplied by us (including through our websites or supplied as part of the Services) and shall include both material developed by us and content provided by third party suppliers (referred to in these terms as "**Third Party Content**").

Some Third Party Content is subject to additional terms which are specific to such Third Party Content and imposed by the relevant supplier (referred to in these terms as "**Third Party Content Terms**"). The Third Party Content Terms are hosted at the following

<https://www.landmark.co.uk/estate-agency-services/landmarkagent-third-party-payments->

Relevant Third Party Content Terms shall take precedence over these terms in the event of any inconsistency.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, your relationship with our suppliers, service providers and data providers, how we and you may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Landmark Information Group Limited (trading as "Landmark Estate Agency Services") registered in England and Wales. Our company registration number is 02892803 and our registered office is at 7 Abbey Court, Eagle Way, Sowton Industrial Estate, Exeter, Devon, EX2 7HY.

2.2 **How to contact us.** You can contact our customer service team at:

Telephone: 01524 220013

Email Address: support@landmarkagent.com

Postal Address: Customer Service Team, Landmark Estate Agency Services, 7 Abbey Court, Eagle Way, Sowton Industrial Estate, Exeter, Devon, EX2 7HY

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 **OUR CONTRACT WITH YOU**

3.1 **Your request for Visiting Services.** Upon your instruction, your estate agent or conveyancer (as applicable) will request a quote for our Visiting Services on your behalf by completing an online form. Upon receipt on their request, we will either quote a price for Visiting Services based on the information about a property that your estate agent or conveyancer provides to us on your behalf or otherwise notify them that we are unable to provide the Visiting Service. If you wish to proceed based on the quoted price, please notify your estate agent or conveyancer (as applicable) who will then submit a request for Visiting Services to Us on your behalf.

3.2 **Your request for Property Search Searches.** Our Property Search Services are offered at a fixed price. At your request, your estate agent or conveyancer (as applicable) will inform you of our price for Property Search Services and if you wish to proceed based on the price given, please notify your estate agent or conveyancer (as applicable) who will then submit a request for Property Search Services to Us on your behalf. Please note: your estate agent or conveyancer must provide us with certain information (e.g. the relevant property address) so that we can provide our Property Search Services to you. We will outline this information when we email you with details of how to make payment and submit your order to us. Please review this information carefully and check that all information provided by your estate agent or conveyancer is correct before submitting your order to us. If any of the information given is incorrect, please contact us to let us know before submitting your order.

3.3 **Your request for a Compliance Check.** Our Compliance Checks are offered at a fixed price. At your request, your estate agent or conveyancer (as applicable) will inform you of our price for a Compliance Check and, if you wish to proceed based on the price given, please notify your estate agent or conveyancer (as applicable) who will then submit a request for a Compliance Check to us on your behalf. Please note: sometimes your estate agent or conveyancer will provide us with certain information (e.g. your name, address and date of birth) so that we can perform a Compliance Check on you. We will outline this information when we email you with details of how to make payment and submit your order for a Compliance Check to us. Please review this information carefully and check that all

information provided by your estate agent or conveyancer is correct before submitting your order to us. If any of the information given is incorrect, please contact us to let us know before submitting your order.

- 3.4 **How we will accept your order.** When you notify your estate agent or conveyancer that you wish to proceed based on the price given, they will submit a request for Services to us on your behalf (providing all necessary information, including details of the relevant property and details of how we can contact you). We will then email you outlining details of the request, also providing these terms and details of how to make payment and submit your order. Your payment amounts to an offer to purchase Services from us in accordance with these terms (including, where applicable, the Third Party Content Terms). Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.5 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Services.
- 3.6 **We only sell to the UK.** Our website is solely for the promotion of our Services in the UK. Unfortunately, we do not accept orders from individuals or addresses outside the UK.

4 **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9 - Your rights to end the contract).

5 **OUR RIGHTS TO MAKE CHANGES**

- 5.1 **Minor changes to the Services.** We may change the Services:
- 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 5.1.2 to implement minor technical adjustments and improvements. These changes will not materially affect your use of the Services.
- 5.2 **More significant changes to the Services and these terms.** In addition, we may make changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received:

6 **PROVIDING THE SERVICES**

- 6.1 **When we will provide the Services.**

- 6.1.1 If you have ordered **Visiting Services**: we will need to attend your property in order to perform part of the Visiting Services and we will contact you within a reasonable time (usually within 5 days) after you have placed your order to arrange a suitable time and date to attend the property. Once we have attended your property, we will usually provide the output of the Visiting Service (e.g. an EPC, a property survey report or a floorplan) within seven days of attending the property.
- 6.1.2 If you have ordered **Property Search Services** (and you have requested that we commence performance of the Property Search Services immediately): our estimated timescales for delivery of search results are as follows:

Search type	Anticipated delivery time of search results
Environmental Report (e.g. Flood, Contaminated Land) Other Property Report (e.g. Planning, Coal) OneSearch Search Pledge	1 – 5 days following receipt of your order
OneSearch Personal Local Authority Search OneSearch Drainage and Water Search	10 – 15 days following receipt of your order
Official Local Authority Search Official Drainage and Water Search	This is dependent on the Local Authority or Water Company and the estimated timescale will be advised at the time of order.

- 6.1.3 If you have ordered a **Compliance Check** (and you have requested that we undertake the Compliance Check immediately), our estimated timescale for delivery of the Compliance Check results are as follows:

Compliance Check type	Anticipated delivery time of Compliance Check results
AML Only Check	Within 1 working day of provision of appropriate details
Electronic Identity Verification (EIDV) Check	This is dependent on the completion of EIDV request by You, once completed this will be returned within 1 working day

Please note: the above delivery timescales are estimates only. If we are unable to provide our Services within the time estimates outlined above, we will contact you to let you know and provide an updated timeframe for delivery.

- 6.2 **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 6.3 **If you do not allow us access to provide Visiting Services.** Where you do not allow us or provide us with access to your property in order to perform the Visiting Services as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 11.2 will apply.
- 6.4 **If you do not provide us with the information that we need to perform a Compliance Check.** To verify your identity and perform a Compliance Check in accordance with anti-money laundering laws, there is certain information that we need from you and sometimes additional information that we may request from you. We will not be able to perform a Compliance Check if you do not provide us with all of the information that we request from you. Where you fail to provide us with all of the information that we need, we will contact you to ask for it. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing a Compliance Check late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.5 **Your legal rights if we fail to perform Services within a reasonable time.** You have legal rights if we fail to provide the Services within a reasonable time. If we fail to provide the Services to you within a reasonable time (for reason other than a delay outside our control or a delay caused by your act or omission, including failing to provide all of the information that we need to provide the Services) then you may be entitled to a reduction in the price of the Services by an appropriate amount.
- 6.6 **What will happen if you do not give required information to us.** We need certain information from you (or your estate agent or conveyancer) so that we can supply the Visiting Services and the Property Search Services to you, for example, the address of the property at which the Services are to be performed. The information required will have been outlined during the order process. If you (or your estate agent or conveyancer) fail to provide this information, will contact you to ask for it. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Visiting Services or the Property Search Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7 OUR SERVICES AND YOUR LICENSED USE

7.1 You may rely on the Services for a limited period only.

7.1.1 Visiting Services.

7.1.1.a An EPC is valid for 10 years and can be used multiple times. Notwithstanding the foregoing, you acknowledge and agree that the EPC contains information that is current as at the date of issue and we shall not be liable for any loss, damage or expenses to you or any third party that arise as result of any changes in the underlying property following the date of issue.

7.1.1.b A floorplan or other Visiting Service that documents the property (e.g. a digital video or photographic service) depicts information that is current as at the date of issue. Whilst a floorplan or other Visiting Service that documents the property can be used multiple times, we shall not be liable for any loss, damage or expenses to you or any third party that arise as result of any changes in the underlying property following the date of issue.

7.1.1.c A property survey is valid at the date of issue. We shall not be liable for any loss, damage or expenses to you or any third party that arise as result of any changes in the underlying property following the date of issue.

7.1.2 Property Search Services.

7.1.2.a Property search results are valid for a period of 3 months from the date of issue. Notwithstanding the foregoing, you acknowledge and agree that property search results contain information that is current as at the date of issue and we shall not be liable for any loss, damage or expenses to you or any third party that arise as result of any changes in the underlying property following the date of issue.

7.1.3 Compliance Check

7.1.3.a A Compliance Check is valid at the date of issue.

7.2 Your licensed use of Content.

7.2.1 **Visiting services.** You are granted a worldwide, royalty-free, non-exclusive licence to use Content provided as part of Visiting Services for your personal or business use in connection with the property.

7.2.1.a In respect of EPCs, you shall be free to disclose Content and, unless you tell us (and can reasonably demonstrate) that you have opted-out of disclosure, you acknowledge and agree that we will disclose

Content relating to your EPC to the Ministry of Housing, Communities & Local Government for the purpose of lodging the EPC on the Energy Performance and Buildings Register (which is a publicly available register);

7.2.1.b In respect of floorplans or other Visiting Service that documents the property, you may disclose the Content: (i) to any person to which the Content relates; (ii) to any person (or persons) who is/are acquiring (or is/are considering acquiring) an interest in or charge over the property to which the Content relates; (iii) for the purpose of including Content within marketing materials (digital and hard copy) which promote the sale or let of the property; or to any person who acts in a professional or advisory capacity to you or to any person identified in this clause 7.2.1.b.

7.2.1.c In respect of property survey reports provided as part of the Visiting Services, you may disclose Content: (i) to the owner of the whole or part of the property (as at the date of issue) to which the search relates; (ii) to any person (or persons) who is/are acquiring (or is/are considering acquiring) an interest in or charge over the property to which the property search relates; (iii) to any person who provides or intends to provide funding secured on the whole or part of the property to which the search relates; or (iv) to any person who acts in a professional or advisory capacity to you or to any person identified in this clause 7.2.2.b. **We shall not be liable for use of Content by third parties.** Notwithstanding the rights granted under clause 7.1 and clause 7.1.2.a, you acknowledge and agree that any party, other than you, who relies on Content does so entirely at its own risk. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance on Content.

7.2.2 **Property Search Services.**

7.2.2.a We grant you a non-exclusive, perpetual non-transferable licence (without rights to sub-license or provide copies or extracts to any third party other than those third parties outline in clause 7.2.2.b) to use Content contained in property search results for your personal or business use, but without any right to copy, modify, extract or re-utilise any information or data within such Content other than as expressly set out in this clause 7.2.2.a.

7.2.2.b In respect of property search results provided as part of the Property Search Services, you may disclose Content: (i) to the owner of the whole or part of the property (as at the date of issue) to which the search relates; (ii) to any person (or persons) who is/are acquiring (or is/are considering acquiring) an interest in or charge over the property to which the property search relates; (iii) to any person who provides or intends to provide funding secured on the whole or

part of the property to which the search relates; or (iv) to any person who acts in a professional or advisory capacity to you or to any person identified in this clause 7.2.2.b. **We shall not be liable for use of Content by third parties.** Notwithstanding the rights granted under clause 7.1 and clause 7.1.2.a, you acknowledge and agree that any party, other than you, who relies on Content does so entirely at its own risk. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance on Content.

7.2.3 Compliance Check

7.2.3.a You may disclose the Content included in a Compliance Check to your estate agent or to any other person who acts in a professional or advisory capacity to you. If you authorise us to do so, we may disclose Content included in a Compliance Check to your estate agent or to any other person who acts in a professional or advisory capacity to you. **We shall not be liable for use of Content by third parties.** Notwithstanding the rights granted under this clause, you acknowledge and agree that any party, other than you, who relies on Content does so entirely at its own risk. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance on Content.

8 YOUR OBLIGATIONS

- 8.1 **Provision of correct information.** You will take all reasonable steps to check that the details that you or your estate agent or conveyancer provide in relation to an order are complete and correct. Neither we nor our suppliers shall have any liability for errors or omissions in information provided by or on behalf of you.
- 8.2 **Acknowledgements of intellectual property.** You shall ensure that any acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of our or our suppliers' intellectual property protection notices (including without limitation copyright notices or trademarks) from the Content.
- 8.3 **You may not use the Services in any way which might be linked to the carrying out of criminal activity.** You agree that you will not use the Content and/or Services (including without limitation the websites) in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or do anything that may cause damage to the website or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any website security measures or attempt to do any such acts.

9 YOUR RIGHTS TO END THE CONTRACT

- 9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on why you wish to end the contract and when you decide to end the contract:

- 9.1.1 **If we fail to perform the Services with reasonable care and skill or if the Services are misdescribed you may have a legal right to end the contract** (or to require us to re-perform the Services or refund some or all of the price paid for those Services), see clause 9.2 or contact us in accordance with clause 12;
- 9.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 9.2;
- 9.1.3 **If you have just changed your mind about the Service**, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- 9.1.4 **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 9.7.2.a.
- 9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 9.2.1 to 9.2.4 below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:
- 9.2.1 we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 5.2);
- 9.2.2 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- 9.2.3 there is a risk that supply of the Services may be significantly delayed because of events outside our control; or
- 9.2.4 you have a legal right to end the contract because of something we have done wrong.
- 9.3 **Exercising your right to change your mind.** For most Services bought online you have a legal right to change your mind and receive a refund. These rights, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, are explained in more detail in these terms.
- 9.4 **OneSearch Pledge.** Property Search Services may be sold with a "OneSearch Pledge". The OneSearch Pledge applies only in relation to those Property Search Services provided by OneSearch (i.e. OneSearch Personal Local Authority Searches and OneSearch Drainage and Water Searches) and applies in addition to your legal cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Under the OneSearch Pledge, OneSearch will reimburse such proportion of the cost of your Property Search Services which relate to OneSearch products if the purchase of your property falls through for certain specified reasons. The OneSearch Pledge is subject to the One Search Pledge terms as outlined in <https://www.landmark.co.uk/landmarkagent-third-party-payments-supplier-terms-and-conditions>. To make a claim against the OneSearch Pledge, please contact us and we will submit a claim to OneSearch on your behalf.

- 9.5 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 9.5.1 Visiting Services once the Visiting Services have been completed, even if the cancellation period is still running;
 - 9.5.2 Property Search Services once the Property Search Services have been completed (and all search results have been delivered), even if the cancellation period is still running; or
 - 9.5.3 a Compliance Check once the Compliance Check has been completed, even if the cancellation period is still running.
- 9.6 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order to change your mind, this is known as the "cooling off" period. However, once we have completed the Services you cannot change your mind, even if the cooling off period is still running.
- 9.6.1 **In relation to Visiting Services:** We will often be able to arrange a property visit before the end of the cooling off period. If, when we contact you to arrange a property visit, you request that we visit the property before the end of the cooling off period and you then cancel after we have booked the property visit, you may need to pay us for part of the Visiting Services (see clause 9.7). If you change your mind during the cooling off period before the Visiting Services commence, you are entitled to receive a refund in full; and/or
 - 9.6.2 **In relation to Property Search Services:** When you place an order for Property Search Services you can request that we commence provision of Property Search Services immediately on receipt of your order. If you do not wish to request that we commence provision of Property Search Services immediately, please contact our customer services team using the details set out in these terms. If you request that we provide Property Search Services immediately, you acknowledge and agree that we will supply property search results immediately following receipt of your order (or, where your order is placed outside of normal business hours, immediately on the next working day after your order is received). If you cancel the contract before the end of the cooling off period but after we have started to perform the Property Search Services, you may need to pay us for part of the Property Search Services (see clause 9.7).
 - 9.6.3 **In relation to a Compliance Check:** When you place an order for a Compliance Check you can request that we commence the Compliance Check immediately on receipt of your order. If you do not want us to undertake the Compliance Check immediately, please contact our customer services team using the details set out in these terms. If you do not contact our customer services team and inform them that you do not want us to undertake the Compliance Check immediately, you acknowledge and agree that we will perform the Compliance Check as soon as we receive your order (or, where your order is placed outside of normal business hours, immediately on the next working day after your order is received). If you cancel the contract before the end of the cooling off period but

after we have started to perform the Compliance Check, you may need to pay us for part of the Property Search Services (see clause 9.7).

9.7 Deductions if you do change your mind once your property visit is booked or you have received part of the Services.

9.7.1 Visiting Services.

9.7.1.a We will often be able to arrange a property visit before the end of the cooling off period. If you request that we visit the property before the end of the cooling off period when we contact you to arrange a property visit, you are free to cancel the Visiting Services before the property visit takes place and the Visiting Services are completed. However, the refund that you will receive will be subject to the following deductions (which are reflective of the preparatory services that we perform before visiting the property);

9.7.1.a.i where you notify us that you wish to cancel the Visiting Services more than two business days before the property visit is due to take place, you will be entitled to a full refund; or

9.7.1.a.ii where you notify us that you wish to cancel the Visiting Services less than two business days before the property visit is scheduled to take place, we may deduct from your refund reasonable compensation for the net costs we will incur as a result of you ending the contract.

9.7.2 Property Search Services.

9.7.2.a Where, at your request, we begin performance of Property Search Services immediately on receipt of your order, you are free to cancel the Property Search Searches before the Property Search Services are completed (and all search results are delivered), however we may deduct from your refund reasonable compensation for the net costs we incur as a result of you ending the contract.

9.7.3 Compliance Check.

9.7.3.a Where, at your request, we perform the Compliance Check immediately on receipt of your order, you are free to cancel the Compliance Check before it is completed (and the results of the Compliance Check are delivered), however we may deduct from your refund reasonable compensation for the net costs we incur as a result of you ending the contract.

9.8 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 9.1),

you can still end the contract before it is completed, but we may make reasonable deductions from your refund. Our contract is completed when we have finished providing the Services and you have paid for them. If you want to end the contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

10 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

10.1 **Tell us you want to end the contract or cancel any services.** To end the contract or cancel any Services with us, please let us know by calling our customer services team on 01524 220013 or emailing us at support@landmarkgent.com Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.2 **How we will refund you.** We will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described in these terms.

10.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

11 **OUR RIGHTS TO END THE CONTRACT**

11.1 **We may end the contract if you break it.** We may end the contract for Services at any time by writing to you if:

11.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or

11.1.2 you do not, within a reasonable time, allow us access to your premises to supply the Visiting Services.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct up to 75% of the price as compensation for the net costs we will incur as a result of your breaking the contract.

11.3 **Termination of licence.** We may terminate any of the licences granted to you under these terms at any time with immediate effect by issuing written notice to you if:

11.3.1 you are in material breach of these terms and, if such breach is capable of remedy, you fail to remedy the breach within 30 days of written notice specifying the breach and requiring it to be remedied; or

11.3.2 we (or any one or more of our suppliers) lose the right to licence Content to you.

- 11.4 **Effect of licence termination.** In the event of the termination of any licence granted to you under these terms, you shall: (i) immediately cease to use the affected Service and Content; (ii) you shall within 30 days of such termination, destroy all relevant Content in any media which is in your possession or control and provide, at our request, a statement by a duly authorised person that you no longer hold such Content.

12 IF THERE IS A PROBLEM WITH THE SERVICES

How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at 01524 220013 or write to us at support@landmarkagent.com or Landmark Estate Agency Services, 5-7 Abbey Court, Eagle Way, Exeter, EX2 7HY.

13 PRICE AND PAYMENT

- 13.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price indicated by your estate agent or conveyancer and confirmed in the email we send you outlining details of the services request. We use our best efforts to ensure that the price of the Services advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the Services you order.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 13.4 **When you must pay and how you must pay.** We accept payment with Mastercard, Visa, American Express, China UnionPay (CUP), Discover & Diners and Japan Credit Bureau (JCB). You must pay for all Services that you order in accordance with these terms in advance before we start providing them.

14 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1 **We do not warrant that the supply of Content or our websites will be uninterrupted or error free or provide any particular facilities or functions or that the Content will always be complete, accurate, precise, free from defects, software viruses, be free of error from computer malfunction, inaccurate processing or corruption of Content whilst geo-coding, processing by computer or electronic means or in the course of transmission or similar** although we will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant supplier). We will not be liable to you or to any other person in the event that all or any part of websites is discontinued, modified or changed in any way.

- 14.2 **Third Party Content.** The Content that Services are based on is in whole or part derived from third party sources. Therefore, we do not warrant the accuracy or completeness of any Third Party Content, unless we should reasonably have been alerted to any omission, error or inaccuracy in the Third Party Content. Such Third Party Content is provided specifically from the sources as described by us and we do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a Service which resulted from a reasonable interpretation of the Third Party Content. You acknowledge and agree that neither you nor any third party shall have any claim or recourse against any supplier of Third Party Content.
- 14.3 **It is your responsibility to ensure that the Content ordered is suitable for the intended purpose.** You shall not hold us responsible for your selection or retention of Content.
- 14.4 **We are responsible to you for foreseeable loss and damage caused by us.** Subject to clauses 14.1, 14.2, 14.5 and 14.8, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.5 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 14.6 **When we are liable for damage to your property.** If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.
- 14.7 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.8 **Our total liability to you.** Save as set out in clause 14.5, our total liability to you in contract or tort (including negligence) or for breach of statutory duty shall not exceed £500.

15 CONFIDENTIAL INFORMATION

Subject to any use of the Content and Services in accordance with these terms, you acknowledge and agree that you shall, and shall procure that any person to whom you provide access to the content and services shall, treat as strictly private and confidential the services, the content and all information which they obtain from the services and content.

16 HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 For the purpose of this clause "**Intellectual Property Rights**" shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 17.2 **All Intellectual Property Rights in the Services, Content and websites shall remain vested with us.** All Intellectual Property Rights to our Services, Content and websites are and shall continue to be owned by us or our licensors (including any relevant third party suppliers) and nothing in these terms shall transfer, assign or grant any right to you. You undertake that you shall not at any time make any copy of any such material or otherwise deal with such material or disclose the same whether directly or indirectly to any third party except in accordance with these terms.
- 17.3 **You may not reproduce or alter marks.** Our Services, Content and websites include names, images and logos identifying us and names of our licensors and relevant suppliers or our/their products and/or services. You acknowledge and agree that such are proprietary marks which may not be reproduced, used, altered or adulterated (so as to remove, reduce in size or obliterate such logos and names) without express permission.

18 OTHER IMPORTANT TERMS

- 18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer, you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 18.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3 **Unless expressly stated otherwise in these terms, nobody else has any rights under this contract.** This contract is between you and us. Unless expressly stated otherwise in these terms, no other person shall have any rights to enforce any of its terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay

in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

- 18.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.