

ORDER FORM



SELLER DETAILS

Contact 1: _____
Title (Mr/Mrs/Miss/Ms/Other) First Name Surname

Contact 2: _____
Title (Mr/Mrs/Miss/Ms/Other) First Name Surname

Telephone 1: _____ Telephone 2: _____

PROPERTY DETAILS

Address _____

Town / City _____ County _____ Postcode _____

FURTHER PROPERTY DETAILS

Number of bedrooms: _____ (Note: 8 bedrooms or over, price on application)

Property Type:

- Apartment Barn Conversion Bungalow Chalet Cottage Detached
 Link Detached Semi Detached Mews Maisonette Studio Terraced
 Other _____

Who is selling the property?

- The owner or owners
 A representative with the necessary authority to sell the property for an owner who has died
 A representative with the necessary authority to sell the property for a living owner (for example, power of attorney)
 Other

The Property is being sold:

- With vacant possession
 Subject to occupation where one or more properties in a sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)

HIP PAYMENT (prices exclude VAT)*

- Freehold With deferred payment
 Leasehold With deferred payment

Printed copies required : Quantity of _____
(Electronic copies provided Free of Charge with each HIP ordered)

Sub Total HIP Price: £ _____

Sub Total Print Price: £ _____

Total Pack Price: £ _____

PAYMENT METHOD

Pay now (HIPAG will then bill Originating Firm): Cash Cheque

Card or Deferred Payment can only be completed on line – see www.oyezhipag.co.uk for details

* Please note that prices are correct at time of print (20th July 2007) but may vary without notice. E and OE.

SELLER DECLARATION I, _____, hereby instruct HIPAG to compile a HIP for the above property. I have read, and agree to, the terms and conditions overleaf and I understand and accept that in the case of a leasehold HIP there may be an additional disbursement payment to the freeholder / managing agent necessary in order to obtain the leasehold information, which will be advised by the lawyer.

Signed _____ Date _____

HIPAG TERMS AND CONDITIONS

1. **Definitions and interpretation**
- 1.1 **Agreement** means the agreement formed by HIPAG's acceptance of the Customer's Offer incorporating these Conditions.
- 1.2 **Authorised Third Party** means a third party to whom the Customer has given the password in order to access and use the Electronic HIP and/or receives or has in his possession a hard copy of the HIP. **Customer's Offer** means the completion and signature by the Customer of a HIP order form attached to these Conditions.
- 1.3 **HIP** means a home information pack as defined in the Home Information Pack Regulations 2007 as amended from time to time (**Regulations**) in the form of the sample shown by HIPAG's agent to the Customer. For the purposes of these Conditions, the term "HIP" includes an electronically stored copy of the HIP (**Electronic HIP**).
- 1.4 **HIPAG** means HIPAG Services Limited or HIPAG Services Limited's agents or representatives. **Input Schedule** means the schedule as amended from time to time and as at the date of entering into the Agreement listing the various items (**Input**) that are required or are authorised to be included in the HIP and detailing who is responsible for providing them to HIPAG for inclusion.
- 1.5 **Intellectual Property Rights** means copyrights, database rights, patents, patent applications, patent rights, trademarks, trademark applications, trademark registrations, trademark rights, trade secrets and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence; all modifications, continuations, renewals and extensions of the foregoing; and all claims, actions, causes of action, damages, costs, expenses, profits, penalties, recoveries and remedies relating to any past, present or future infringement of any of the foregoing; arising under the laws of any country, state or jurisdiction in the world.
- 1.6 **Licensed User** means any individual who has purchased a HIP from HIPAG and is thereby entitled to access and download the Electronic HIP.
- 1.7 **Premises** means the Customer's premises which are the subject of the HIP.
- 1.8 **Use** means the utilisation of the Electronic HIP in accordance with these Conditions, and Condition 5 in particular.
2. **HIPAG's obligations**
- 2.1 Subject to the Customer's timely provision to HIPAG of the Customer's Input as required by the Input Schedule, HIPAG shall:
 - 2.1.1 produce HIPAG's Input as determined by the Input Schedule in accordance with these Conditions,
 - 2.1.2 provide the Customer with the HIP in accordance with these Conditions.
3. **Customer's obligations**
- 3.1 The Customer shall:
 - 3.1.1 provide the information in 2.1 above in a timely and accurate manner and in any case within 14 days of the Customer's Offer, provide or procure the production of the Customer's information in accordance with Clause 7 and allow HIPAG reasonable access to the Premises in accordance with Condition 8.
 - 3.1.2 make payment to HIPAG in accordance with Condition 6, and
 - 3.1.3 provide HIPAG with the Customer's new mailing address as soon as reasonably practicable after the sale of the Premises is complete and the Customer further undertakes to procure an irrevocable consent from its legal advisor to provide the Customer's new mailing address to HIPAG as a condition of HIPAG producing a duly completed HIP in accordance with these Conditions.
4. **HIP format and timing**
- 4.1 HIPAG shall provide the Customer with the hard copies of the HIP ordered and an individual password to access the Electronic HIP for a period of 12 months from the date of delivery of the hard copies of the HIP (**Availability Period**). Following the expiry of such period, HIPAG shall have no further obligation to the Customer whatsoever under this Agreement. For the avoidance of doubt, HIPAG shall not be obliged to update any of HIPAG's Input or any other Input whatsoever during the continuance of this Agreement. If the Customer provides HIPAG with updates to the Customer's input, HIPAG may include this in the Electronic HIP or in any additional hard copies of the HIP requested by the Customer at HIPAG's absolute discretion.
- 4.2 The availability and use of the Electronic HIP shall be in accordance with the terms and conditions of use of www.oyezhipag.co.uk (the **Website Conditions**) on which it is displayed.
- 4.3 HIPAG shall provide the HIP as soon as possible and in any event within 14 days of receiving all the documents required by the Regulations. HIPAG shall deliver the ordered copies of the HIP to the Customer by second class post.
- 4.4 If HIPAG does not provide the HIP in accordance with Condition 4.3 due to reasons outside HIPAG's control, HIPAG shall incur no financial liability and shall deliver or redeliver the HIP within a reasonable time after the expiry of 3 weeks subject to Condition 14.
- 4.5 HIPAG will produce hard copies of the HIP subject to prior payment for those additional hard copies by the Customer in accordance with Condition 6.
5. **Licence for Use**
- 5.1 If the Customer complies with these Conditions and uses the Electronic HIP the Customer is given a personal and non-exclusive licence to Use the HIP for the Availability Period only upon and subject to the Conditions. In particular upon accepting this licence the Customer undertakes, without limitation:
 - 5.1.1 except as provided for in these Conditions not to copy the HIP in part or in whole, either by hard copy or electronically (including by electronic mail),
 - 5.1.2 not to remove, make any amendments or falsely add to any section whatsoever of the HIP,
 - 5.1.3 not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the HIP,
 - 5.1.4 to supervise and control Use of the HIP in accordance with these Conditions by any third party,
 - 5.1.5 to procure that any Authorised Third Party who may use the HIP is notified of these Conditions prior to their using the same and agrees to Use the HIP in accordance with these Conditions, and
 - 5.1.6 not to use the HIP for any immoral, illegal or for any other purpose which may be determined threatening, abusive, or harmful including but not limited to the creation of any virus, worms, trojan horse, cancelbot or any other destructive or contaminating program.
- 5.2 Notwithstanding Clause 5.1 above, and unless otherwise allowed by HIPAG an Authorised Third Party may only access and Use the HIP if the access and Use are at no charge to the Authorised Third Party and such party agrees to be bound by all these Conditions. The Customer will remain liable for any breach of this licence by the Customer or by any Authorised Third Party.
- 5.3 If the Customer is a Licensed User, the Customer may allow access to the HIP for viewing only to any Authorised Third Party provided that any such access is granted subject to these Conditions.
- 5.4 HIPAG will remove access to the HIP, by such means as HIPAG shall determine, including but not limited to the removal of the Electronic HIP from the Website or the disabling of the Customer's password, after the expiry of the Availability Period.
- 5.5 The Customer or any Authorised Third Party may print off a hard copy(ies) of the Electronic HIP at any time during the Availability Period.
6. **Prices and payment**
- 6.1 The Customer shall pay HIPAG in accordance with this Condition 6.
- 6.2 Unless otherwise expressly agreed in writing the applicable prices are those listed in HIPAG's pricelist at the time of entering into the Agreement.
- 6.3 Subject to Clauses 6.4 to 6.5 inclusive, all payments are to be made forthwith upon entering into the Agreement, in such manner as HIPAG may reasonably request.
- 6.4 The Customer may enter into a credit arrangement on the date hereof (whether exempt or not) in order to pay the sums referred to in this Condition 6, provided that the financing company offering the credit arrangement agrees to be bound by these Conditions without modification.
- 6.5 Notwithstanding the conditions relating to late delivery in these Conditions, the HIP shall not be delivered to the Customer until HIPAG has received copies of the executed documentation evidencing the credit arrangement.
- 6.6 The price for additional hard copies of the HIP is as displayed on the website at the date of the Customer placing such order is listed in HIPAG's pricelist.
- 6.7 Without prejudice to HIPAG's other rights, if the Customer fails to pay HIPAG any amount on the due date:
 - 6.7.1 HIPAG reserves the right to cancel the Agreement and/or to suspend or discontinue access to the Electronic HIP and/or delivery of the hard copy(ies) of the HIP, and/or
 - 6.7.2 HIPAG reserves the right to charge interest on any amount outstanding at the rate of 3% above the base lending rate per annum accruing on a daily basis until payment is received by HIPAG.
7. **Customer's Input**
- 7.1 The Customer shall produce the Customer Input required to complete the HIP, where appropriate, using any legal advisors that the Customer thinks fit.
- 7.2 HIPAG shall, as soon as reasonably practicable after receiving the required documents, provide the same to the Customer or the Customer's legal advisor in order that the legal advisor may produce a legal summary.
- 7.3 The Customer acknowledges that if it has not provided HIPAG with a copy of the Customer's Input by the date on which HIPAG has received all other required information, HIPAG is not obliged to include such Customer's Input in the Electronic HIP or any subsequent hard copies of the HIP and will attract no liability if it decides, in its absolute discretion, not to include it.
8. **Access to the Premises**
- 8.1 The Customer grants to HIPAG or any other third party engaged by HIPAG in the provision of the HIP a non-exclusive, non-transferable licence to access the Premises and will use all reasonable endeavours to enable such access, provided that such access is solely for the purpose of HIPAG's fulfilment of its obligations and that reasonable prior notice is given to the Customer.
- 8.2 In the event that HIPAG and the Customer cannot arrange a mutually convenient time, within 21 days of the date of entry into this Agreement, HIPAG shall not be obliged to include in the HIP such Input which is dependant on access being provided to the Premises and shall provide the HIP without this information. HIPAG shall have no further liability in this regard to the Customer. The Customer acknowledges and agrees that such incomplete HIP provided shall not fulfil the requirements of the Regulations.
9. **Limitation of liability**
- 9.1 These Conditions set out the full extent of HIPAG's obligations and liabilities in respect of the subject matter of the Agreement and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 9.2 HIPAG neither assumes any liability nor offers any warranty as to the accuracy of the information provided in the HIP (including, for the avoidance of doubt, the HIPAG Input) which the Customer acknowledges has been sourced from third party providers and accordingly, the Customer agrees and accepts as reasonable that HIPAG is not liable to the Customer when such information is proven to be inaccurate or out-of-date.
- 9.3 Notwithstanding the provisions of this Clause 9, if an error is found in the information provided in the HIP, HIPAG shall, at the request of the Customer, redress such error within 30 days of such request. For the avoidance of doubt, HIPAG shall not be obliged to produce any replacement hard copies of the HIP.
- 9.4 The Customer acknowledges and agrees that
 - 9.4.1 the information contained in the completed HIP may be provided from a range of sources,
 - 9.4.2 HIPAG neither warrants, represents or undertakes to the Customer that any of the information provided in the separate sections of the HIP is accurate, and
 - 9.4.3 HIPAG makes no warranty, representation or undertaking to the Customer relating to the validity of the information provided in the HIP.
- 9.5 The liability of HIPAG for damages arising from breach of the Agreement, negligence, strict liability or other tort, or otherwise with respect to the provision of the HIP is limited to twice the price of the HIP. This Condition shall not limit or exclude liability for death or personal injury caused by HIPAG's negligence.
- 9.6 HIPAG shall in no event be liable to the Customer for any special, indirect, incidental or consequential damages or loss in connection with or arising out of the Agreement.
- 9.7 Subject to the other provisions of this Condition 9, HIPAG shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in provision of the HIP, nor shall any delay entitle the Customer to terminate or rescind the Agreement unless such delay exceeds 90 days.
- 9.8 The Customer agrees and accepts that all samples, drawings, descriptive matter, specifications and advertising material issued by HIPAG and any descriptions or illustrations contained in HIPAG's catalogues or brochures are issued or published for sole purpose of giving an approximate idea of the finished HIP.
10. **Intellectual property rights**
- 10.1 As between the Customer and HIPAG, all Intellectual Property Rights and all other rights in the HIP and in the method of production and compilation of the HIP shall be owned by HIPAG. HIPAG licenses all Intellectual Property Rights in the hard copy of the HIP and the Electronic HIP to the Customer free of charge on a non-exclusive non-transferable worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the HIP for the sole purpose of selling the Premises.
11. **Data Protection**
- 11.1 The Customer acknowledges and agrees that
 - 11.1.1 personal data will and sensitive personal data may be processed by and on behalf of HIPAG, and
 - 11.1.2 personal data and sensitive personal data may be transferred by and on behalf of HIPAG in connection with the subject matter of the Agreement and the collation of
- 11.2 The Customer acknowledges and agrees that where the Customer has a credit agreement in place in accordance with Condition 6 HIPAG shall have the right to transfer the Customer's personal data to any relevant financing company in connection with the subject matter of the Agreement.
12. **Amendment**
- 12.1 No amendment to these Conditions or any of the documents referred to herein shall be valid unless it is in writing and signed by or on behalf of the Customer and HIPAG.
13. **Severability**
- 13.1 If any provision in these Conditions (or part thereof) is found by any court or administrative body of competent jurisdiction to be invalid, ineffective or unenforceable, all other provisions shall remain in force and effect.
14. **Force majeure**
- 14.1 HIPAG reserves the right to delay or suspend provision of the HIP if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of HIPAG including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protest, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the event in question continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to HIPAG to terminate the Agreement.
- 14.2 In the event that force majeure, as described in Condition 14.1 above, prevents HIPAG from fulfilling its obligations under the Agreement, HIPAG shall not be liable for any compensation, reimbursement or damages whether for direct, indirect or consequential loss or otherwise.
15. **Entire agreement**
- 15.1 These Conditions, the Website Conditions and the documents referred to herein constitute the entire agreement and understanding between the parties and supersede any other agreement between the Customer and HIPAG, whether oral or written, relating to the subject matter of these Conditions. Nothing in this Condition shall, however, operate to limit or exclude any liability for fraud.
16. **Governing law**
- 16.1 These Conditions and the Agreement shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or its subject matter.