

# TERMS AND CONDITIONS OF SALE

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE.

## **1 Formation of the contract**

- 1.1 These terms of sale apply to all products and services supplied by us, eco-Surveys (“we”, “us”). Registered office Elm House Elm Road, Claygate, Surrey KT10 0EJ.
- 1.2 No contract exists between you and us until we have received your order and a confirmation of that order, which may be printed by you, has been displayed on your computer monitor screen. Once you have received this confirmation, there is a binding legal contract between us.
- 1.3 The contract is subject to your right of cancellation (see below).
- 1.4 We may change these terms and conditions of sale without notice to you in relation to future sales.

## **2 Description and price of the goods and/or services**

- 2.1 The description and price of the goods and/or services you order will be as shown on our website at the time you place your order.
- 2.2 Every effort is made to ensure that prices shown on our website are accurate at the time you place your order. If an error is found, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, we will refund or recredit you for any sum that has been paid by you or debited from your credit card for the goods and/or services.
- 2.3 The price of the goods and/or services are currently not subject to VAT. However this is subject to change and therefore where VAT is applicable it will be shown separately at order confirmation prior to order acceptance.

## **3 Payment**

- 3.1 Payment for the goods and/or services and delivery charges can be made by any method shown on our website at the time you place your order.

## **4 Delivery**

- 4.1 The goods and/or services you order will be delivered electronically to the email address you give when you place your order. Postal deliveries are not made outside the United Kingdom and Northern Ireland without prior approval and may be subject to additional costs.
- 4.2 Every effort will be made to deliver the goods as soon as possible after your order has been completed. However, we will not be liable for any loss or damage suffered by you through any delay in delivery.

## **5 Your right of cancellation**

- 5.1 You have the right to cancel your order at any time

5.2 To exercise your right of cancellation, you must give written notice to us by hand or post, telephone or email, at the address, telephone number or email address shown below (see paragraph 5.4), giving details of the HIP reference number, vendor and property address.

5.3 Once you have notified us that you are cancelling the order subject to paragraphs 5.1 and 5.2 above, we will refund or recredit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods less an amount that covers the exact costs incurred for products or services purchased in possessing your order to date.

5.4 Cancellation and general contact details for our Customer Care team

eco-Surveys

Elm House

Elm Rd

Claygate

Surrey KT10 0EJ

email [the-office@eco-Surveys.co.uk](mailto:the-office@eco-Surveys.co.uk)

Tel 07872 180720

## **6 Data protection**

Please read our Privacy Policy below, which explains how we use and protect the information that you provide to us.

## **7 Applicable law**

These terms and conditions of sale and the supply of the goods and/or services will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

## **8 Disclaimer**

8.1 While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Websites. We may make changes to the material on the Websites, or to the products and prices described in it, at any time without notice.

8.2 The material on the Websites is provided 'as is' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Websites on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Websites.

## **9 Liability**

9.1 To the fullest extent permitted by law you agree that we shall not be liable to you or a third party for any indirect, special, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with the Websites in any way or in connection with the use, inability to use or the results of use of the Websites, any websites linked to the Websites or the material on such websites.

# WEBSITE TERMS AND CONDITIONS

## IMPORTANT LEGAL NOTICE

ATTENTION: THIS LEGAL NOTICE APPLIES TO THE ENTIRE CONTENTS OF THE WEBSITES UNDER THE DOMAIN NAME WWW.ECO-SURVEYS.CO.UK and WWW.ECO-SURVEYS.COM (“WEBSITES”) AND TO ANY CORRESPONDENCE BY E-MAIL BETWEEN US AND YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITES. USING THE WEBSITES INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE WEBSITES. THIS NOTICE IS ISSUED BY THE ECO-SURVEYS AND ECO-SURVEYSANDHIPS 4 SYDNEY COTTAGES ELM RD CLAYGATE SURREY KT10 0EJ

## **1 Introduction**

- 1.1 You will be able to access the Websites free of charge without registering your details with us.
- 1.2 By accessing any part of the Websites, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Websites immediately.
- 1.3 We may revise this legal notice at any time by updating this posting. You should check the Websites from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Websites.
- 1.4 All orders and purchases made on the Websites will also be governed by the Terms and Conditions of Sale displayed when you make your purchase.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

## **2 Licence**

- 2.1 You are permitted to print and download extracts from the Websites for your own use on the following basis:
  - (a) no documents or related graphics on the website are modified in any way;
  - (b) no graphics on the websites are used separately from accompanying text;
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Websites (including without limitation photographs and graphical images) are owned by eco-Surveys or its licensors. For the purposes of this legal notice, any use of extracts from the Websites other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Websites automatically terminates and you must immediately destroy any downloaded or printed extracts from the Websites.
- 2.3 Subject to paragraph 2.1, no part of the Websites may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our written permission.

2.4 Any rights not expressly granted in these terms are reserved.

### **3 Service access**

3.1 While we endeavour to ensure that the Websites are normally available 24 hours a day, we will not be liable if for any reason the Websites are unavailable at any time or for any period.

3.2 Access to the Websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

3.3 We shall not be liable for any telephone or other costs that you may incur in connecting to the Websites.

### **4 Visitor material and conduct**

4.1 Other than personally identifiable information, which is covered under the Privacy Policy any material you transmit or post to the Websites will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material.

4.2 You are prohibited from using the Websites to disseminate any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience or which is otherwise dysfunctional;
- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Websites (including, without limitation, by hacking, gaining unauthorised access to other computer systems, interfering with any other persons use or enjoyment of the Websites, interfering or disrupting networks or websites connected to the Websites or making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner).

4.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone in breach of paragraphs 4.2 or 4.3.

4.5 You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgement by a court of competent jurisdiction and all settlement sums paid by us as a result of any settlement agreed by us arising out of or in connection with any breach by you of paragraph 4.1 to 4.4 including without any claim by any third party.

## **5 Links to and from other websites**

5.1 Links to third party websites on the Websites are provided solely for your convenience. If you use these links, you leave the Websites. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Websites, you do so entirely at your own risk.

5.2 If you would like to link to the Websites, you may only do so on the basis that you link to, but do not replicate, the home page of the Websites, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of any of OUR logos;
- (b) you do not create a frame or any other browser or border environment around the Websites;
- (c) you do not in any way imply that WE are endorsing any products or services other than OUR own;
- (d) you do not misrepresent your relationship with US nor present any other false information about US;
- (e) you do not otherwise use any logos or images displayed on the Websites without express written permission from US;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 We expressly reserve the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action we deem appropriate.

5.4 You shall fully indemnify US for any loss or damage suffered by US for breach of paragraph 5.2.

## **6 Disclaimer**

6.1 While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Websites. We may make changes to the material on the Websites, or to the products and prices described in it, at any time without notice.

6.2 The material on the Websites is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Websites on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Websites.

## **7 Liability**

To the fullest extent permitted by law you agree that we shall not be liable to you or a third party for any indirect, special, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or

damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with the Websites in any way or in connection with the use, inability to use or the results of use of the Websites, any websites linked to the Websites or the material on such websites.

**8 Governing law and jurisdiction**

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.